

ORDINANCE 2021-12-02-0902

APPROVING A CONTRACT WITH D.H. PACE COMPANY, INC., FOR SCHEDULED PREVENTIVE MAINTENANCE AND REPAIR SERVICES ON MANUAL AND AUTOMATIC OVERHEAD GARAGE DOORS AT VARIOUS CITY FACILITIES FOR THE BUILDING AND EQUIPMENT SERVICES DEPARTMENT FOR AN ESTIMATED ANNUAL COST OF \$40,200.00, BEGINNING UPON AWARD THROUGH DECEMBER 31, 2024, WITH THE OPTION TO RENEW FOR TWO ADDITIONAL, ONE-YEAR PERIODS. FUNDING IS AVAILABLE FROM THE FY 2022 FACILITY SERVICES FUND BUDGET.

* * * * *

WHEREAS, the City released a Request for Competitive Sealed Proposals (RFCSP) for scheduled preventive maintenance and repair services on manual and automatic overhead garage doors at various City facilities for the Building and Equipment Services Department; and

WHEREAS, one proposal was received and evaluated; and

WHEREAS, staff recommends D.H. Pace Company, Inc., for award of this contract for an estimated annual cost of \$40,200.00; and

WHEREAS, approval of this ordinance will authorize a contract beginning upon award by the City Council through December 31, 2024, with two additional, one-year renewals at the City's option; 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 D.H. Pace Company, Inc., to provide scheduled preventive maintenance and repair services on manual and automatic overhead garage doors at various City facilities for the Building and Equipment Services Department for an estimated annual cost of \$40,200.00, 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. Funding for this ordinance in the amount of \$19,920.00 is available in Fund 76001000, Cost Center 350601003 and General Ledger 5202020 as part of the Fiscal Year 2022 Adopted Budget approved by City Council.

SECTION 3. Funding for this ordinance in the amount of \$19,800.00 is available in Fund 76001000, Cost Center 350601003 and General Ledger 5204050 as part of the Fiscal Year 2022 Adopted Budget approved by City Council.

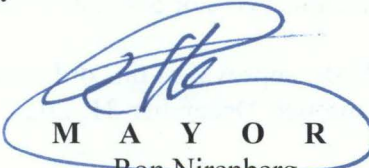
SECTION 4. Funding for this ordinance in the amount of \$480.00 is available in Fund 76001000, Cost Center 350701003 and General Ledger 5202020 as part of the Fiscal Year 2022 Adopted Budget approved by City Council. Additional funding for future years is contingent upon City Council approval of the Fiscal Year 2023 Budget and subsequent budgets that fall within the term of this contract.

SECTION 5. Payment is authorized to D.H. Pace Company, Inc., and should be encumbered with a purchase order.

SECTION 6. 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 7. 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 2nd day of December, 2021.


M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:


Debbie Racca-Sittre, Acting City Clerk


Andrew Segovia, City Attorney



City of San Antonio

City Council Meeting December 2, 2021

7.

2021-12-02-0902

Ordinance approving a contract with D.H. Pace Company, Inc., for scheduled preventive maintenance and repair services on manual and automatic overhead garage doors at various City facilities for the Building and Equipment Services Department for an estimated annual cost of \$40,200.00, beginning upon award through December 31, 2024, with the option to renew for two additional, one-year periods. Funding is available from the FY 2022 Facility Services Fund Budget. [Ben Gorzell Jr., Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]

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

Aye: Nirenberg, Bravo, McKee-Rodriguez, Viagran, Rocha Garcia, Castillo, Cabello
Havrda, Pelaez, Courage, Perry

Absent: Sandoval

Exhibit I

CITY OF SAN ANTONIO FINANCE DEPARTMENT



REQUEST FOR COMPETITIVE SEALED PROPOSAL

("RFCSP")

For

**OVERHEAD GARAGE DOORS FOR BUILDING EQUIPMENT
SERVICES DEPARTMENT ("BESD")**

(RFCSP 2021-066, RFx: 610014048 V4)

Release Date: JULY 16, 2021

**Proposals Due: SEPTEMBER 3, 2021
2:00 P.M. Central Time (CT)**

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RFCSP Attachments		
Respondent's Proposal must contain the following documents. These forms can be found as attachments to this RFCSP or web links, as indicated.		
Attachment A, Part 1	General Information Form	51
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003 BACKGROUND

3.1 BACKGROUND

The City of San Antonio (City) is soliciting bids for a qualified Contractor to perform scheduled Preventive Maintenance (PM) and repair services on manually or automatic operated overhead doors at various City facilities. Preventive Maintenance services are required to ensure the overhead door systems are functioning at optimum capacity consistently to achieve reliable and safe operation for constant access at each of the locations. Repair service requirements include providing the repair labor and replacement parts, components or associated equipment on an as-needed basis. The Contractor shall furnish all materials, equipment, labor, supervision, and tools required to perform preventive maintenance and repair services at approximately 16 locations consisting of approximately 140 overhead doors for the Building & Equipment Services Department.

004 SCOPE OF SERVICES

4.1 GENERAL REQUIREMENTS

- 4.1.1.1 It is the intent of this contract's preventive maintenance services to provide optimum efficiency and functionality of each overhead door system, to minimize break-downs or failures of the equipment between the scheduled PM services. In addition, all break-downs or failures that occur between PM services shall be covered by warranty and resolved by the contractor at no additional cost to the City, unless the break-down or failure is due to vandalism or damage by others.
- 4.1.1.2 The Contractor shall provide a warranty on all workmanship, materials, and parts and demonstrate due diligence in performing the regularly scheduled PM services on each overhead door. In the event that a maintenance-related failure occurs due to the negligence of inaccurately performing the PM Service, the Contractor shall, upon request, repair and restore the overhead door back into full service (including replacing any necessary parts) at no additional cost to the City. Should the Contractor discover that the problem or failure is not maintenance related, the Contractor shall inform the City Designated Department Representative (CDDR) appointed by BESD. If the CDDR concurs, the work shall be designated as an "Other Services" call, and Repair Labor (hourly rates) and Repair Parts (percentage markup) will apply. Upon receipt of a Purchase Order for the repair/replacement, the Contractor shall complete the work.
- 4.1.1.3 The Contractor shall not be liable for any warranty related repair work on individual overhead doors that exhibited existing deficiencies prior to the Contractor's first performance of the semi-annual (every 6 months) PM service or Other Services call, whichever occurs first. Contractor shall perform PM Services and Other Services on all overhead doors, regardless of whether the individual overhead door is under an existing warranty with the installing contractor.

4.2 PROOF OF LICENSING AND CAPABILITY

4.2.1 Contractor Qualifications

- 4.2.1.1 Contractor shall furnish evidence satisfactory to the City specifically demonstrating that the management of the firm has, in the past, satisfactorily performed the work required herein.
- 4.2.1.2 It is preferred that Contractor is an approved or accredited servicing agent for any of the overhead door manufacturers at the designated locations. If Contractor has such accreditation, Contractor shall provide documentation certifying such accreditation with its proposal. Alternatively, Contractor shall submit a letter, with its proposal, certifying that it is qualified to meet the requirements of the specifications/scope of work, including specific support for Contractor's assertions. The manufacturer's certification or Contractor's letter shall validate, to the City's satisfaction, the Contractor's capability to perform the services required by this specification/scope of work.
- 4.2.1.3 Contractor shall hold all proper and current licenses, insurances, and bonds.
- 4.2.1.4 Contractor shall be in good financial standing, not in any form of bankruptcy, current in payment of taxes and fees, such as state franchise

fees.

- 4.2.1.5 Contractor shall submit with their bid response the completed Attachment B with three (3) references for which overhead door services have been provided. The contact person named must be willing to respond to reference questions regarding the type and quality of services provided by Contractor.

4.2.2 Technician Qualifications:

- 4.2.2.1 The Contractor shall submit with their proposal, evidence that the technicians who will be assigned to this contract are manufacturer trained and certified technicians for the work specified herein (defined as personnel who have had formal specific manufacturer's training). Alternatively, Contractor shall provide a letter certifying that the Contractor's technicians have been trained to perform the same type of work on the same type of equipment. The manufacturer's certification or Contractor's letter shall validate, to the City's satisfaction, the technician's capability to perform the services required by this specification/scope of work.
- 4.2.2.2 Each of the Contractor's technicians performing work on the Equipment shall have a minimum of **seven (7)** years of experience performing maintenance on overhead doors and supporting components. Contractor shall provide documentation to confirm this amount of actual experience.
- 4.2.2.3 Technicians shall be certified as per federal, state, and local regulations as applicable for related work tasks.
- 4.2.2.4 Helpers can be used to support the qualified technicians. One qualified technician or supervisor shall be at the location at all times while work is being performed for this contract. Qualified technicians or a supervisor shall be responsible for the Scheduled Maintenance services and Other Services at each location.

4.3 OTHER SERVICES: Service calls (subcategories: Emergency, Urgent, and Routine) for work outside the scheduled preventive maintenance.

- 4.3.1.1 Other Service calls are activities undertaken to detect, isolate, and rectify a fault so that the failed and/or abnormal operating overhead door system can be restored to its normal operating state. However, service calls necessitated by normal wear and tear are NOT considered Other Services and shall be part of the scheduled PM Service.

- 4.3.1.2 **Other Service calls:** Service work goes beyond scheduled PM and is usually performed to return equipment or systems to proper functionality, rather than to keep it operating. Other Services work for City's equipment listed herein can only be performed with written City approval. If requested by the CDDR, Contractor shall provide a quote, using the hourly rates established herein, for the Other Services work. Parts and/or components supplied for other service work will be paid to Contractor in accordance with the percentage markup indicated on the price schedule. **Bid Prices for parts and/or other components shall be submitted on percentage markup of Bidder's 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 invoice for Other Service calls.** Contractor must submit invoices with a copy of the written purchase order supplied by the department for which the services are provided. Such invoices shall have the language OTHER SERVICE (Select one: Emergency, Urgent, or Routine) indicated thereon. **Proof of costs shall be printed, properly identified and dated and submitted with the invoice.** For Other Service calls exceeding \$3,000.00, City reserves the right to obtain quotes from other parties. This contract shall not be considered exclusive with regard to Major Service calls; however, this non-exclusivity shall not relieve Contractor from its obligation to provide a quote and perform Major Service work hereunder, if requested by City.

- 4.3.1.3 **Minor Service calls** shall constitute any Other Service call that cost \$3,000.00 or less. Minor Service calls require the CDDR's written approval before initiating any work.
- 4.3.1.4 **Major Service calls** shall constitute any services exceeding \$3,000.00 in cost. A Purchase Order must be issued before performing Major Services on any equipment.
- 4.3.1.5 Contractor shall submit an estimate prior to performing any Other Service calls. The estimate shall include a comparison between repairing and replacing the item(s). Contractor will clearly annotate any item(s) where the cost of the Other Service work is equal to or greater than seventy- five percent (75%) of the price of a new item(s).
- 4.3.1.6 **Routine Service calls:** Service calls beyond the scheduled PM service
- 4.3.1.7 Routine service calls are activities undertaken to detect, isolate, and rectify a fault condition so that the failed and/or abnormal equipment functionality can be restored to its normal operating state. However, if these types of service calls are necessitated by normal wear and tear, they are NOT considered Other Service calls and no additional costs shall be billed to City. Normal wear and tear items shall be included in the scheduled PM Service as defined by the specification.
- 4.3.1.8 For routine service calls, the Contractor shall respond on site within four (4) hours from receipt of a phone call or e-mail from the CDDR during both Normal Working Hours and Overtime Hours. This response shall also occur after any change in project status.
- 4.3.1.9 The CDDR will request routine service calls for any location listed herein. Routine Service calls are a subcategory of Other Services.
- 4.3.1.10 **Urgent Service calls:** service calls beyond the Scheduled Preventive Maintenance and:
- 4.3.1.11 Urgent service calls are activities undertaken to detect, isolate, and rectify a fault condition so that the failed and/or abnormal equipment functionality can be restored to its normal operating state. However, if these types of service calls are necessitated by normal wear and tear, they are NOT considered service calls and no additional costs shall be billed to City. Normal wear and tear items shall be included in the scheduled PM Service as defined by the specification. Urgent service calls are not considered an emergency but can escalate into an

emergency.

- 4.3.1.12 For urgent service calls, the Contractor shall respond on site within two (2) hours from receipt of a phone call or e-mail from the CDDR during both Normal Working Hours and Overtime Hours.
 - 4.3.1.13 The CDDR or designee will request urgent service calls for any location listed herein. Urgent service calls are a subcategory of Other Services.
 - 4.3.1.14 **Emergency Service calls:** service calls beyond the Scheduled Preventive Maintenance and:
 - 4.3.1.15 An emergency service call is any condition that can potentially impact the health, safety and welfare of City employees and/or the general public as determined solely by the City. The City will identify emergency calls at the time of notification.
 - 4.3.1.16 Emergency service calls are activities undertaken to detect, isolate, and rectify a fault condition so that the failed and/or abnormal equipment functionality can be restored to its normal operating state. However, if these types of service calls are necessitated by normal wear and tear, they are NOT considered service calls and no additional costs shall be billed to City. Normal wear and tear items shall be included in the scheduled PM maintenance service as defined by the specification.
 - 4.3.1.17 The Contractor will be required to have qualified personnel ready to respond on site to all emergencies within a one-hour time-frame from the initial request during both Normal Working Hours and Overtime Hours.
 - 4.3.1.18 The CDDR or designee will request emergency service calls for any location listed herein. Emergency Service Calls are a subcategory of Other Services.
- 4.3.2 Other Services work shall be paid in accordance with the Price Schedule for Repair Labor and Repair Parts for all overhead doors listed in Exhibit 2 - City Site Locations & Equipment.

4.5 SEMI-ANNUAL SCHEDULED PREVENTIVE MAINTENANCE SERVICES

- 4.5.1 Contractor shall perform PM services on designated overhead door systems on a semi-annual schedule, as detailed in this RFCSP. The City may add, delete, or reschedule any preventive maintenance services at any time during the contract period. Contractor shall only invoice the City for PM services which were rendered. City will not pay for PM services not performed.
- 4.5.2 Contractor's PM services shall include all materials, equipment, labor, supervision, and tools required to perform the inspection. There will be no additional fees for consumable supplies necessary to perform the maintenance.
- 4.5.3 Contractor shall perform PM services and maintain all overhead doors in accordance with the manufacturer's recommendations and professional trade standards, which shall include but is not limited to:
 - 4.5.3.1 Inspect drive chain and adjust tension if necessary.

- 4.5.3.2 Inspect safety switches and adjust if necessary.
- 4.5.3.3 Inspect sprockets and adjust if necessary.
- 4.5.3.4 Inspect photo-eyes and adjust/replace if necessary
- 4.5.3.5 Inspect all moving parts and adjust or lubricate as required.
- 4.5.3.6 Inspect all operator motors and repair or adjust as required.
- 4.5.3.7 Grease and lubricate all gears and fittings.
- 4.5.3.8 Inspect all belts and adjust or replace if necessary.
- 4.5.3.9 Inspect all limit switches to ensure that they are functioning properly and perform any necessary adjustments to correct the deficiency.
- 4.5.3.10 Thoroughly clean and remove any debris, webbing, nests, etc. around and within the enclosure to the operator.
- 4.5.4 The Contractor shall supply a checklist form, as described in 4.15.1, to be approved by the City, listing the items inspected during the PM services visit.
- 4.5.5 Contractor must provide the CDDR a clearly-written, legible copy of all PM inspection reports upon completion. The inspection report must be signed by the CDDR and submitted with the invoice(s) for payment.
- 4.5.6 Each task performed needs to be signed and dated by Contractor's technician upon completion.

4.6 SERVICE, REPAIR, AND REPLACEMENT OF EQUIPMENT "AS NEEDED"

- 4.6.1 The Contractor shall be responsible for providing service, repair, and replacement of malfunctioning equipment at any City facility within five (5) calendar days of receiving a Purchase Order. This type of work will be performed on a time and material basis and "as needed." Contractor must receive a purchase order and authorization by the CDDR prior to commencing the work.
- 4.6.2 Prior to performing any repairs or installing new overhead door parts, components, or associated equipment, Contractor shall provide the City with a written estimate of the cost of repairs. Repairs shall not be performed until the City approves the written estimate and issues a purchase order.
- 4.6.3 The Contractor will maintain a file containing a copy of all overhead door repairs and replacement parts. The file will be located at the Contractor's office and available to the City upon request by the CDDR. The records will be available to the City during the duration of the contract period and up to one (1) year following contract expiration or termination.
- 4.6.4 All electrical work that may be required for the maintenance, installation, or repairs (any component, device, or piece of equipment requiring electrical work) will be the responsibility of the Contractor and shall be performed by an electrician registered in the State of Texas with a Journeyman's license and capable of performing the work as per National Electrical Code (NEC) standards. If repairs are needed that require the work of a licensed electrician, Contractor will provide City with an estimate of the cost, including the cost of the licensed electrician. City shall have the option to allow Contractor to proceed with the work or may procure the services separately.
- 4.6.5 Contractor shall be aware that the work performed, and materials and parts supplied under this service contract will be monitored by the CDDR. All parts, maintenance procedures, and workmanship shall be completed in accordance with manufacturer recommendations for equipment and professional trade standards.
- 4.6.6 Any replaced parts must be provided to the CDDR for inspection before disposal.

4.7 PARTS/ MATERIALS

- 4.7.1 Parts/Materials shall be in current production, as offered to commercial trades, and shall be of top quality. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED, OR DISCONTINUED MATERIALS ARE NOT ACCEPTABLE.
- 4.7.2 Any materials, components, or parts used in compliance with the contract shall be equal to or better than original equipment and meet the manufacturers' requirements.
- 4.7.3 Specified materials, components, and/or parts and equipment shall be standard products of a manufacturer regularly engaged in the manufacturing of such products. Specified equipment shall essentially duplicate equipment that has performed satisfactorily for at least two (2) years prior to installation. Standard products shall have been in satisfactory commercial or industrial use for two (2) years prior to installation. The two (2) year requirement shall include applications of equipment and materials under similar circumstances and used for projects of similar size. The product shall have been for sale on the commercial market through advertisements, manufacturers' catalogs, or brochures during the two (2) year period.
- 4.7.4 When the Contractor supplies parts or replacement parts, the cost will be based on the Contractor's price from the supply house plus the Contractor's mark-up provided in the Price Schedule. The Contractor's invoices must include supply house verifiable documents that clearly show the manufacturer's part number, description, supply house cost, and percent mark-up cost.
- 4.7.5 When the Contractor is required to secure a permit, the cost of the permit will be invoiced to the City at cost. The Contractor's invoice will include the cost of the permit and must include verifiable documents showing the cost of the permit.

4.8 SITE INSPECTIONS

- 4.8.1 Bidder shall make all investigations necessary to thoroughly inform themselves regarding facilities for delivery of material and equipment, and conditions and 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. Site Visit Schedule will be provided as part of this RFCSP as Exhibit 4 and will be updated to reflect date and time via written addendum.
- 4.8.2 The bidder is encouraged to visit each of the service locations to become familiar with the amount of labor, materials, and equipment that shall be required in the performance of the work under this contract PRIOR to placing a bid. Contractor shall carefully examine these specifications and, if necessary, secure from the City any additional information that may be a requisite to a clear and full understanding of the work.

4.9 SITE LOCATIONS

- 4.9.1 For a list of all site locations for which services are required pursuant to this contract, please refer to Exhibit 2 City Site Locations and Overhead Door Equipment List. The overhead door descriptions including manufacturer's name and model numbers are listed. City does not guarantee complete accuracy of equipment list. Bidders are encouraged to inspect each facility's equipment PRIOR to submitting a bid and will be held to the prices bid on the Price Schedule, even if equipment is not properly identified herein.
- 4.9.2 During the contract period, the City may add or delete site locations or individual overhead doors at existing site locations for PM services and/or "as needed" Other Services from the City Departments listed in this contract or any other City Department. In the event of any such addition or deletion, pricing will be determined as follows:

- 4.9.2.1 If a site is added to this contract for semiannual PM services, the Contractor shall invoice based the unit price of a smaller type of equipment already included in the Price Schedule for each overhead door at the added location(s).
- 4.9.2.2 If a site is added to this contract for Other Services on an "as needed" basis, Contractor shall bill City based on the Hourly Repair Labor rates and Repair Parts as specified in the Price Schedule.
- 4.9.2.3 If an overhead door at an existing site location is added, Contractor shall invoice based on the bid prices of a similar type of equipment already included in the Price Schedule.
- 4.9.2.4 A change order to the Contract will be required to implement any additions and deletions of locations or individual overhead doors.

4.10 CONTRACTOR'S RESPONSIBILITIES

- 4.10.1 Contractor shall maintain safe and satisfactory working conditions for all overhead doors under this agreement.
- 4.10.2 Contractor shall exercise all safety precautions necessary to perform all duties in a safe manner. Contractor shall observe the actual working conditions and provide barricades and all other necessary equipment required to protect public and City personnel. Contractor shall provide all necessary safety cones and barriers at the job site(s) during the execution of work to alert building occupants of potential hazards.
- 4.10.3 During the first cycle of PM services, Contractor shall provide to the CDDR any recommendations for repairs or replacement of overhead door components or systems that Contractor considers necessary to ensure that the overhead door functions properly. The recommendation shall be in writing and include an estimate of the cost and time necessary to repair or replace the overhead door components. Upon receipt of any Purchase Order for repairs/replacements, Contractor shall complete the work as requested and required under this contract.
- 4.10.4 Contractor shall bring such overhead doors up to satisfactory and safe working condition within sixty (60) calendar days from start of the contract.
- 4.10.5 Contractor shall perform semi-annual preventative maintenance services on each overhead door system, per contract specifications and in accordance with manufacturer recommendations.
- 4.10.6 Contractor shall not perform additional work on this contract without prior City approval.
- 4.10.7 Contractor and Contractor's personnel shall wear an identification tag and uniform with the company name and employee name visible at all times while on City premises. Contractor vehicles will be clearly marked with the contractor's business name on one or both sides of the vehicle.
- 4.10.8 Contractor shall park only in parking spaces designated by the CDDR. The City will not be responsible for any violations, fines, or tickets incurred by the Contractor.
- 4.10.9 Contractor shall be solely responsible for their vehicles, equipment, tools, supplies, materials, and other property. Contractor shall remove such items from the work sites at the end of each work shift, as practical, and keep them in Contractor's possession unless otherwise approved by the City.
- 4.10.10 All debris, old materials, and trash resulting from the specified work are considered property of Contractor. Contractor shall be responsible for the disposal of all waste or hazardous materials resulting from the work. Contractor shall handle, transport, and disposal of waste or hazardous materials in such a manner as to ensure the highest level

of safety to the environment and to public health. Contractor shall assume full responsibility and liability for and act prudently in all aspects of handling, transport and disposal of any hazardous materials, securing any licenses and permits required by law and ensuring that any disposal facility to which any scrap, waste or hazardous materials may be moved are in compliance with Federal, State, and local laws and regulations.

4.10.11 Within fifteen (15) calendar days after contract award, Contractor shall provide an annual schedule for each facility in a spreadsheet format that outlines the dates and times when Contractor shall perform the semiannual PM services. The schedule shall be provided to each CDDR for approval and coordination with their respective divisions. Contractor shall continue to provide schedules annually (before October 1st) for the period of Oct. 1st through Sept. 30th thereafter throughout the term of this contract, and for all renewal periods.

4.10.12 The schedule shall be strictly adhered to unless Contractor provides a written request and receives prior written approval from each CDDR to change the schedule.

4.10.13 Special circumstances due to the City's operational requirements may require a change in scheduled times or dates, which shall be performed at no additional cost to the City. Revisions may be made by mutual consent but shall be confirmed in writing by Contractor and revised on the PM Service schedule. If the parties do not mutually agree on a revised schedule, City may change the schedule unilaterally and shall provide Contractor with written notice of the revised schedule.

4.10.14 Contractor shall provide a staffed telephone service during normal business hours, Monday through Friday, 8:00 a.m. – 5:00 p.m. and shall respond to calls from the City within one hour after notification. **Contractor shall also provide a 24-hour telephone number for emergency service calls that is monitored by a live person, not a recording, and shall respond to CDDR within one hour for all after-hours calls.**

4.11 WORK HOURS

4.11.1 All work shall be coordinated with the respective facility CDDR to ensure building, parking lot, or garage access and the least amount of disruption to building occupants or visitors entering or exiting the site locations.

4.11.2 Scheduled PM services shall be performed during normal working hours, which are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m., CT, exclusive of City-recognized holidays. For an updated list of City recognized holidays, please visit the City's website link at: <http://www.sanantonio.gov/Commpa/holidaysandclosures>.

4.11.3 CDDR may request services be performed during overtime working hours, which are defined as Monday through Friday 5:01 p.m. to 7:59 a.m., CT, on weekdays, and all day on weekends and on City recognized holidays.

4.11.4 City shall pay for Other Services as-needed work in accordance with the Hourly Repair Labor rates and Repair Parts listed in the Price Schedule.

4.11.5 Contractor shall not perform work during Overtime Hours without the express written consent of CDDR.

4.12 WARRANTY REQUIREMENTS

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

the work.

- 4.12.2 **PERFORMANCE WARRANTY:** Work performed shall meet all applicable standards and codes. Contractor shall guarantee all work against any defects in workmanship, and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of one (1) year after completion of work. The warranty period shall commence upon date of acceptance by the City.
- 4.12.3 **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 of 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 coordinating any warranty services. Contractor shall provide the Facilities Management or designee with all manufacturers' warranty documents upon completion of service prior to leaving the job site.
- 4.12.4 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.

4.13 DELIVERY OF GOODS AND SERVICES

- 4.13.1 All materials are to be delivered F.O.B. to City of San Antonio's designated facility.
- 4.13.2 Bidders are required to maintain a stock level of parts which, within the industry, are considered to be fast-moving, normal wear items for which three (3) demands have occurred within the most recent 180-day period.
- 4.13.3 The City reserves the right to inspect all Contractor furnished materials and workmanship used to accomplish the work.
- 4.13.4 The City reserves the right to reject Contractor's furnished materials and workmanship which does not conform to the specifications.

4.14 LIFE CYCLE MANAGEMENT PROGRAM

- 4.14.1 Contractor shall provide an annual asset life cycle management program that conducts a full analysis of the currently installed equipment and prepare a modernization plan to improve the equipment to modern safety, accessibility, performance, and aesthetics standards. The plan shall use the information from the service plan, service reports, service calls, and other resources to evaluate performance of the overhead door systems. The plan shall evaluate investment schedules and constraints to assist the CDDR with planning the investment from overhead door system replacement, to modernization of the existing overhead door systems. The plan shall consist of, but is not limited to:

- 4.14.1.1 General Information
- 4.14.1.2 Equipment manufacturer, model and serial number
- 4.14.1.3 Type of equipment
- 4.14.1.4 Report Date

- 4.14.1.5 Comparative results versus the manufacturer's specifications.
- 4.14.1.6 Reviewed test data and maintenance reports
- 4.14.1.7 Identified conditions of the systems
- 4.14.1.8 Trends based on tests, reports, manufacturer information, and other data sources.
- 4.14.1.9 Performance evaluations
- 4.14.1.10 Service life evaluations
- 4.14.1.11 Recommendations
- 4.14.1.12 Estimated cost of expected O&M and other services
- 4.14.1.13 Technology and Operations Improvements that have occurred and/or that are available

4.15 SERVICE REPORTS

- 4.15.1 Contractor shall provide a comprehensive written and/or computerized service report based on each overhead door system after services are completed at each location. The report will advise of all identified deficiencies or potential problems that could arise and shall include the maintenance history of all components within each overhead door system. The maintenance report shall include checklists and schedules and shall be submitted to the CDDR within five (5) calendar days after completion of the work. The report shall include photos showing condition and equipment information. Payment may be withheld on any unit if scheduled maintenance is not performed, or a report is not submitted as specified. The service report shall consist of, but is not limited to:
 - 4.15.1.1 A written report indicating the location, manufacturer and model numbers of the overhead doors with a description of the services completed, and other tasks performed per the specifications.
 - 4.15.1.2 Adjustments performed / observations noted.
 - 4.15.1.3 Tests conducted with results.
 - 4.15.1.4 Equipment age, condition, and accumulated wear.
 - 4.15.1.5 Design and inherent quality of the equipment.
 - 4.15.1.6 Manufacturer's requirements completed.
 - 4.15.1.7 Industry standards.
 - 4.15.1.8 The time to complete each task and description of the task.
 - 4.15.1.9 Materials and tools used.
 - 4.15.1.10 Safety precautions and personal protective equipment (PPE) needed to perform the task.
 - 4.15.1.11 Signed and dated task performance by Contractor's technician upon completion.
 - 4.15.1.12 Checklist of maintenance items, the sources requiring the maintenance

item, descriptions of the item, frequency needed, and time required to install, etc. in the service report.

4.16 EQUIPMENT FAILURE

If any unit covered by this contract fails under normal operating conditions and it is determined by the CDDR that the failure of a component was due to Contractor's negligence to perform the required maintenance accurately, then Contractor shall repair or replace the component, as required, at Contractor's sole expense.

4.17 EQUIPMENT CHANGES

In the event an overhead door system is determined to need alteration or modifications, or if any of the equipment has to be replaced, the Contractor shall provide a written explanation and estimate to the designated CDDR for approval prior to performing the recommended work. If approved, the additional work will be authorized when Contractor receives a purchase order.

4.18 STATUS OF EQUIPMENT NOTIFICATION REQUIREMENT

4.18.1 Contractor shall notify the CDDR of any condition that impairs the continued safe use of the equipment covered under the scope of this contract, including, but not limited to:

- 4.18.1.1 Conditions which may cause injury.
- 4.18.1.2 Conditions which may cause damage to property.
- 4.18.1.3 Conditions which may be hazardous to associated equipment/systems.

4.18.2 Removal of overhead door equipment and/or any related components from service during peak hours shall be coordinated with and approved by CDDR in advance. Removal of any equipment or components from service during off-peak hours shall also be coordinated with the CDDR in advance. Contractor shall notify the CDDR within one hour from taking out of service any equipment.

4.19 CONTRACT SERVICE LOGS

4.19.1 The Contractor shall maintain and provide as requested by the City, a Service Log. Service and callback logs shall consist of, but not be limited to:

- 4.19.1.1 Building Name and Address
- 4.19.1.2 Date and time call was placed.
- 4.19.1.3 Date and time call was received by the technician.
- 4.19.1.4 Date and time technician arrived on site.
- 4.19.1.5 Mileage.
- 4.19.1.6 Technician Name,
- 4.19.1.7 Type of service: emergency, urgent, routine, call back, preventive maintenance or other services.
- 4.19.1.8 Description of any testing and inspection, etc.
- 4.19.1.9 Work Completed.

- 4.19.1.10 Work Performed.
- 4.19.1.11 Parts and/or components used during the service.
- 4.19.1.12 Equipment status.
- 4.19.1.13 If applicable, the serial number.
- 4.19.1.14 If applicable, the model information or number.
- 4.19.1.15 City staff signature, if available.
- 4.19.1.16 Whether the technician took lunch and, if so, the amount of time.
- 4.19.1.17 Whether the technician departed from the site to purchase parts, and if so, the amount of time away from the job site.
- 4.19.1.18 Status of completing or suspending the required work.

4.20 SEMI-ANNUAL MEETING

- 4.20.1 Contractor shall meet with the CDDR on a semi-annual basis. The scope of these meetings shall include, but is not limited to:
 - 4.20.1.1 A review of the previous semiannual service performed and any call-backs. Call-backs are when City calls Contractor back to correct the Contractor's previous services not performed to CDDR's satisfaction.
 - 4.20.1.2 A review of maintenance, including work performed, progress on any deficiency lists or other programs, and scheduled work requiring removal of equipment from service.
 - 4.20.1.3 A review of any reported complaints.
 - 4.20.1.4 A review of any other reports.

4.21 REMOVAL OF PARTS

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

4.22 ANNUAL PROJECT SCHEDULE

Within fifteen (15) calendar days after notice to proceed or issuance of City's Purchase Order, Contractor shall provide a semi-annual contract/project schedule (for scheduled PM services) for the current fiscal year (from contract start date to September 30th) to the CDDR for approval and coordination by the CDDR. The Contractor shall provide a new schedule before October 1st of each year thereafter. Contractor shall continue to provide a contract/project schedule annually for the same period thereafter throughout the term of this contract and all renewal periods.

4.23 INVOICING

- 4.23.1 In addition to the Invoicing and Payment terms in Section 006 - General Terms and Conditions and Attachment D - Working with GOSA - Keys to faster payments, all invoices must be submitted in duplicate, one copy to CDDR and the original invoice to

Accounts Payable.

- 4.23.1.1 Invoices must include the Purchase Order number.
 - 4.23.1.2 Invoices must be legible.
 - 4.23.1.3 Invoices must include the site location name and address
 - 4.23.1.4 Invoices must include the City department name.
 - 4.23.1.5 Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any).
 - 4.23.1.6 All invoices must show unit prices for each item being billed, the quantity of items being billed, the total for each item, and the total for all items on the invoice.
 - 4.23.1.7 Payment by the City is deemed to be made on the date of mailing the check.
- 4.23.2 Invoice Corrections: If corrections to the invoice are required to meet City's requirements, Contractor shall make the corrections within two (2) calendar days after e-mail notification is sent from the COOR.

4.24 WARRANTY DOCUMENTS

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

4.25 UNSATISFACTORY PERFORMANCE

- 4.25.1 Unsatisfactory performance may result in a negative contractor performance report. An unsatisfactory performance determination includes, but is not limited to:
- 4.25.1.1 Call-backs.
 - 4.25.1.2 Contractor personnel assigned do not have the skills or knowledge to diagnose the problem or perform the required services.
 - 4.25.1.3 Contractor does not provide submittals (Service Logs, Service Reports, and Life Cycle Management Program report) as required by the specification/scope of work.
 - 4.25.1.4 Contractor does not provide invoices as required by specification/scoped of work.
 - 4.25.1.5 Contractor does not meet the meeting schedule as required by specification/scope of work.
 - 4.25.1.6 Contractor does not meet performance requirements as required by the specification/scope of work.
 - 4.25.1.7 Contractor does not meet the semi-annual meeting schedule required by the specification/scope of work.
 - 4.25.1.8 Contractor does not meet documentation requirements by the specification/scope of work.
 - 4.25.1.9 Contractor does not have an effective and efficient quality program as required by the specification/scope of work.

4.25.2 PARTS, MAINTENANCE PROCEDURES AND WORKMANSHIP

- 4.25.3 Parts, maintenance procedures, and workmanship provided by Contractor shall be those as recommended by the manufacturer of the equipment, and professional trade standards. Failure of Contractor to follow these recommendations or meet these quality standards may result in the termination of the contract by City.

005 SCHEDULE OF EVENTS

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

RFCSP Release	Friday, July 16, 2021
Pre-Submittal Conference	Friday, July 23, 2021, at 12:00 P.M. Central Time
Final Questions Accepted	Wednesday, August 18, 2021; 2:00 P.M. Central Time
Proposal Due	Friday, September 3, 2021; 2:00 P.M. Central Time

006 PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference is scheduled for July 23, 2021, 12:00 P.M. Central Time. This conference will be conducted via WebEx only. Respondents are encouraged to prepare and submit their questions in writing three (3) calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Pre-Submittal Conference participation is optional, but highly encouraged.

Prospective respondents may join the Webex using the following instructions:

WebEx Call-in San Antonio: 1-415-655-0001 US Toll

Meeting number (access code): 1772 46 8976

Meeting password: COSA

Respondents who join the WebEx Pre-Submittal Conference are highly encouraged to email the solicitation's Staff Contact Person confirming Respondent attendance and participation through the WebEx.

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. **Respondents are encouraged to resubmit their questions in writing, to the City Staff Contact Person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.**

007 PROPOSAL 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.

Submit **one (1) COMPLETE ELECTRONIC COPY** of your proposal through the San Antonio e-Procurement System (SAePS). **ONLY ELECTRONIC SUBMISSIONS THROUGH SAEPS WILL BE ACCEPTED.**

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

When submitting electronically through City's portal, scan and upload these documents with your proposal. Each of the items listed below must be uploaded as a separate attachment, labeled with the heading indicated below.

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 AND QUALIFICATIONS. Use the Form found in this RFCSP as Attachment A, Part Two.

PROPOSED PLAN. Prepare and submit the Proposed Plan based on the requirements stated in the RFCSP and include as Attachment A, Part Three.

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

*CONTRACTS DISCLOSURE FORM. Use the Form in RFCSP Attachment C which is posted separately or Respondent may download a copy at:

<https://www.sanantonio.gov/Portals/0/Files/eforms/Atty/ContractsDisclosureForm.pdf>

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

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 its current insurance certificate.

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

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP). 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. Complete, sign and submit the Veteran-Owned Small Business Program Tracking Form found in this RFCSP as Attachment E.

CERTIFICATE OF INTERESTED PARTIES (Form 1295). (Respondent must complete, sign and submit as 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>

*SIGNATURE PAGE. Respondent must complete, sign and submit the Signature Page found in this RFCSP as Attachment G. 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.

CITY OF SAN ANTONIO SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN FORM. Complete, sign and submit the Utilization Plan form found in this RFCSP as Attachment H.

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

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.

City will conduct a comprehensive, fair and impartial evaluation of all submissions received in response to this RFCSP. 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. In accordance with §252.042, Texas Local Government Code, the selection committee may select all, some or none of the respondents who are judged to be reasonably qualified for award of the contract for interviews. Should the City elect to conduct interviews, selection for interviews will be based on initial scoring, prior to interviewing. 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 (35 points)

Pricing (20 points)

008 SUBMISSION OF PROPOSALS

Proposals **must** be submitted electronically through the portal. **ONLY ELECTRONIC SUBMISSIONS THROUGH SAEPS WILL BE ACCEPTED.**

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

Proposals must be received through the portal no later than **2:00 P.M., Central Time, on Friday, September 3, 2021.** Any proposal or modification received after this time on that date shall not be considered. Respondents should note that submission through the portal **MUST be completed** in a timely manner. Therefore, Respondents should strive for early submission to avoid any issues or cause delay in uploading proposal responses as RFX WILL close at due date and time. No exceptions.

Proposals sent by facsimile or email will not be accepted.

Submission of Electronic Proposals. Submit one (1) **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. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Electronic Proposal Equals Original. 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.

Proposal Format. Each proposal shall be typewritten, single-spaced and submitted on 8 ½" x 11" page layout. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper, or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered. Margins shall be no less than 1" around the perimeter of each page. 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 RFP Section 008, Proposal Requirements, and **each section and attachment must be indexed as in the 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.

Modified Proposals. For electronic proposals, a modified proposal will automatically replace a prior proposal submission.

City is not responsible for lost or misdirected proposals or modifications.

Forms Requiring Signatures.

Signature Page. For electronic proposals, 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. If submitting, electronically, sign 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.

Certified Vendor Registration Form. If Respondent has not completed City's Certified Vendor Registration (CVR) Form, Respondent is required to do so prior to the due date for submission of proposals. The CVR form may be accessed at: <http://www.sanantonio.gov/purchasing/>. 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.

Correct Legal Name. Respondents who submit proposals to this RFCSP shall correctly state the true and correct name of the individual, proprietorship, corporation, and/or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true, and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the Respondent Questionnaire form found in this RFCSP as Attachment A, Part 2.

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.

Statutory Requirements. Exceptions to the following provisions by Respondent and/or their agent will lead to automatic disqualification of Respondent's proposal from consideration.

Sections:

Venue, Jurisdiction and Arbitration
Indemnification
Insurance Requirements

Firm Offer. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one-hundred and eighty days (180) following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

Confidential or Proprietary Information. All proposals become the property of the 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. Respondent acknowledges that exceptions to Public Information Act requests may require a brief to be submitted to the Texas Attorney General explaining why the claimed exceptions apply to the information in issue. The City shall not be obligated to submit the brief supporting those claimed exceptions. Respondent shall be solely responsible for submitting the brief and the documents in issue to the Texas Attorney General.

Cost of Proposal. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

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 concerning this RFCSP to the Staff Contact Person listed below until 2:00p.m. CT on Wednesday, August 18, 2021. 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 or through the portal.

Staff Contact Person:

Maria Castillo, Procurement Specialist, II
City of San Antonio, Finance Department – Purchasing Division
maria.castillo@sanantonio.gov

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

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

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Barbara Trevino, who may be reached via telephone at (210) 207-3592 or through e-mail at Barbara.Trevino@sanantonio.gov. Respondents and/or their agents may contact Ms. Trevino at any time prior to the due date for submission of proposals. Contacting her or her office regarding this RFCSP after the proposal due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

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

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

Changes to RFCSP.

Changes to the 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.

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. Proposals will be opened publicly by reading the names of the Respondents aloud through WebEx at 2:30 P.M., CT the day of the submissions deadline.

Join by phone: 1-415-655-0001

Meeting number (access code): 177 587 8554

Meeting password: COSA

However, in accordance with state law, the contents will not be revealed until after the contract is awarded.

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 (ii) 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 proposal, Respondent warrants and certifies, and a contract awarded pursuant to this RFCSP is made in reliance thereon, that none of the above listed individuals or entities is a party to this contract.

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 §176.066(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:

<https://www.sanantonio.gov/Portals/0/Files/Ethics/OCC-CIQ-Addendum.pdf>

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

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

009 AWARD OF CONTRACT AND RESERVATION OF RIGHTS

City reserves the right to award one, more than one, or no contract(s) in response to this RFCSP.

The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.

City may accept any Proposal in whole or in part. However, final selection of a Respondent is subject to City Council approval.

City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFCSP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFCSP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFCSP process.

City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award, incorporating the terms and conditions of this RFCSP. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFCSP and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot execute a contract within the time specified, City reserves the right to terminate contract discussions with the selected Respondent and commence contract discussions with another Respondent.

This RFCSP does not commit City to enter into a Contract, award any services related to this RFCSP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein. If Respondent takes exception to the terms and conditions of this RFCSP, the City may deem the Respondent non-responsive and not evaluate their proposal.

The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.

010 ACCEPTANCE CRITERIA

This section left blank intentionally.

011 SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term. This contract shall begin upon the effective date of the ordinance awarding the contract, and terminate **December 31, 2024**, whichever is later.

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

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

Temporary Contract Pending Award of Contract by City Council.

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

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

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

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

Insurance.

A) Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Finance Department, which shall be clearly labeled "**RFCSP Annual Contract for Overhead Garage Doors - BESD**" in the Description of Operations block of the Certificate. 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 be signed by the Authorized Representative of the carrier and list the agent's signature and phone number. The certificate shall 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 Finance Department. 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 Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor'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:

<u>TYPE</u>	<u>AMOUNTS</u>
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 to you	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage must be on a per project aggregate.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5. Umbrella or Excess Liability Coverage	\$2,000,000 per occurrence combined Bodily Injury (including death) and Property Damage.

D) Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Contractor herein and provide a certificate of insurance and endorsement that names the Contractor and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Contractor. Contractor 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 required endorsements. Contractor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Contractor shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn: Finance Department
P.O. Box 839966
San Antonio, Texas 78283-3966

F) Contractor 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 or non-renewal 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, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City.

City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this 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 Contractor'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 Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

I) Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

J) It is agreed that Contractor'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) Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

Interlocal Participation.

The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this Request for Offer (hereafter "RFCSP"). Such acquisition(s) shall be at the prices stated herein, and shall be subject to vendor'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 contract. VENDOR shall sign and return any subsequently issued riders within ten calendar days of receipt.

In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

Entity purchase orders shall be submitted to Vendor by the Entity.

Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN CITY.

Incorporation of Attachments.

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

- Attachment A, Part One – General Information Form
- Attachment A, Part Two – Experience, Background, and Qualifications
- Attachment A, Part Three – Proposed Plan
- Attachment B – Price Schedule
- Attachment C – Contracts Disclosure Form
- Attachment D – Litigation Disclosure Form
- Attachment E – Veteran-Owned Small Business Preference Program Tracking Form
- Attachment F – Certificate of Interested Parties 1295 Form
- Attachment G – Signature Page
- Attachment H – Subcontractor/Supplier Utilization Plan
- Attachment I – Proposal Checklist

012 General Terms & Conditions

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 bidders.

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 prior to incurring any costs for which City may be liable.

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

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

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

Invoicing and Payment.

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

accounts.payable@sanantonio.gov.

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

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

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

Information Required On Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number, Vendor name, Vendor dba name, address, remit address for payment, unique invoice number, and invoice date (of issue by Vendor). 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, 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 DAYS 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 furnished 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 be made by the Director.

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

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

ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

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

Ownership of Documents and Licenses.

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Respondent pursuant to this Contract shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government 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 and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFCSP, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Respondent, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

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 proposal, Respondent 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 solicitation or contract. City hereby relies on Vendor's certification, and if found to be false, City may reject the proposal or terminate the Contract for material breach.

Certifications. Respondent warrants and certifies that Respondent 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.

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.

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.

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.

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.

Venue, Jurisdiction and Arbitration. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made to be performed in Bexar County, Texas and is governed by the laws of the State of Texas. The City will not contractually agree to engage in binding arbitration and will not contractually agree to relinquish its right to a trial by jury.

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.

In accordance with SB 13, effective September 1, 2021, 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.

In accordance with SB 19, effective September 1, 2021, 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), attachments, addendums, 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.**

013 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 Bid - 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.

Contractor - 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 contractor to protect the City against loss due to the contractor's failure to pay suppliers and subcontractors.

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

Performance Deposit - security provided by the contractor to protect City against loss due to the contractor'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 meeting during which proposal responses are opened publicly by reading the names of the respondents aloud online through WebEx.

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 Contractor, 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, whether hard copy or electronic, 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.

014 RFCSP EXHIBITS

RFCSP EXHIBIT 1

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) LANGUAGE

(ATTACHED AS A SEPERATE DOCUMENT)

RFCSP EXHIBIT 2
CITY SITE LOCATIONS AND EQUIPMENT
(ATTACHED AS A SEPARATE DOCUMENT)

RFCSP EXHIBIT 3

LOCATIONS AND QUANTITIES/MANUFACTURERS OF OVERHEAD DOORS

(ATTACHED AS A SEAPARATE ATTACHMENT)

RFCSP EXHIBIT 4

SITE VISIT SCHEDULE V2

(ATTACHED AS A SEPERATE DOCUMENT)

RFCSP EXHIBIT 5

RESERVED

RFCSP EXHIBIT 6
WORKING WITH COSA – KET TO FASTER PAYMENTS
(ATTACHED AS A SEPERATE DOCUMENT)

RFCSP EXHIBIT 7

VENDOR COMMUNICATION (COVID-19)

(ATTACHED AS A SEPERATE DOCUMENT)

015 RFCSP ATTACHMENTS

RFCSP ATTACHMENT A, PART ONE

GENERAL INFORMATION FORM

- 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 and/or licensed to do business in Texas?

Yes ____ No ____ If "Yes", list authorizations/licenses.

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

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

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

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

Years _____ Months _____

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

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

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

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

Years _____ Months _____

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

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

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

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

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

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

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

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

11. Previous Contracts:

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

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

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

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

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

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

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

REFERENCES

Provide three (3) reference letters from three (3) separate organizations/companies/firms, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided. 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: _____

Date and Type of Service(s) Provided: _____

Contact Email Address: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Contact Email Address: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Contact Email Address: _____

REVISED

RFCSP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed and provide summary of equipment that were maintained by the vendor.
2. For evaluation purposes, Contractor shall submit a list of service contracts within the last ten (10) years and list any names under which the organization has performed business within the last five (5) years.
 - a. **The Contractor shall provide with bid response at least three (3) references and three (3) reference letters** for which equipment services of the same type and to the same degree was provided within the last three (3) years. References should include the company name, point of contact, phone number, description of services provided, date of service, and size of facility. Respondents shall submit, upon request of the City of San Antonio, for evaluation purposes, a resume of experience of the assigned foreman and service personnel. Contractor shall provide a list of other names(s) under which organization has done business within the last five (5) years.
3. Describe Respondent's specific experience with public entities, and large municipalities with contracts of similar scope. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
4. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
5. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past. Provide detailed information of joint venture's and/or sub-contractors responsibility within the contract.
6. Provide Respondent's technician's factory trained certifications for Scheduled Maintenance service and Other Services as required by the specification/scope of work; or "alternative letter" in accordance with section 4.3.2.1.
7. Contractor's technicians shall have at least five (5) years of experience in maintenance and repairs of the Equipment. Contractor shall supply documentation to confirm this amount of actual experience in accordance with section 4.3.2.2.
8. Provide documentation that at least one technician meets the journeyman license requirement or other requirements for the State of Texas as applicable for the specific trade as required by section 4.6 of the solicitation.
9. Provide documentation certifying technicians are OSHA work environment certifications.
10. Fully describe Respondent's company and experience as it relates to the following:
 - a. History of company (to include number of years/months in business);
 - b. History of company operations and types of services performed over the past ten (10) years;
 - c. List any names under which the organization has performed business with the last five (5) years.
 - d. History of Equipment cleaning, inspections, Scheduled Maintenance and Other Services contracts, businesses/organizations, address, phone numbers, points of contact, length of contracts, and which contracts, if any, were terminated for cause or convenience.

11. Provide Respondent's technicians' certification from United Association of Journeymen and the Apprentices of the Plumbing, Pipefitting and Sprinkler Fitting Industry of the United States; National Inspection, Testing and Certification Corporation Journey Level Plumber, and/or comparable requirements of other organizations. Also provide technicians' State of Texas certification.
12. Provide Respondent's technicians certification to work with chemicals used in this solicitation.
13. Provide Respondent's manufacturers equipment certification as an authorized service provider.
14. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
15. Provide documentation and/or licenses that demonstrate plumbing and electrical staff are certified as journeyman by the State of Texas.
16. Provide Respondent's quality program standards.
17. Provide Respondent's continuing education program.
18. Additional Information: Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit narrative responses to address the following items.

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

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

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

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

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

The Staffing and Organization Plan shall address these items:

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

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

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

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

- d. If additional resources are needed, describe in detail your plan for acquiring these resources.
 - i. Explain how additional equipment/material and resources that are readily available to perform required services may be obtained.

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

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

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

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

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

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

- a. Organizational charts
 - b. Technical level and certification for the staff in the organization charts.
 - c. Services to be provided by the staff in the organization chart.
 - d. Proposed team members and associated roles/responsibilities that will be assigned to the contract.
3. **Scheduled Maintenance Plan** – Describe Respondent's proposed plan to conduct operations, including service categories, specific tasks, staff assigned, and schedule of events.
- a. Describe Respondent's plan to meet Scheduled Maintenance and Other Services of the Equipment throughout the term of the contract as required by the specification/scope of work. Identify tasks and schedule. Provide written procedures of all maintenance tasks to be performed.
 - b. Respondent shall include a copy of the proposed Scheduled Maintenance and proposed schedule for the Equipment.

- c. Respondent shall include a copy of the service report for the Equipment.
 - d. Respondent shall include a copy of the service log for the Equipment.
 - e. Indicate how Respondent distinguishes minor services from major services.
 - f. Explain Respondent's plan to develop Scheduled Maintenance Plan.
 - 1) Identify the standards that shall be used for Plan.
 - 2) Explain how the Respondent is planning to develop the Equipment Scheduled Maintenance plan, the documents that will be used to develop plan and the required checklists or maintenance action sheets.
 - g. Explain how the Respondent is planning to provide documentation of all services required by the specification/scope of work.
 - 1) Provide example of service plan, service reports, service log, life cycle report and other documentation.
 - h. Explain how the Respondent is planning to develop Life Cycle Report. Explain how the Respondent is planning to use service call information and the results from the Scheduled Maintenance to support the information in the Life Cycle Report.
 - i. Explain how the Respondent is planning to meet warranty requirements.
 - j. Explain how the Respondent is planning to meet Maintenance documentation requirements.
 - k. Explain how the Respondent is planning to get technical support for services that would require support from manufacturer or other organization.
4. **Quality Control (QC) Program** – – Describe Respondent's current QC Program to include procedures and personnel utilized for quality control, contract performance deficiencies and problem resolution, self-assessment, interaction with City Staff, and control of subcontractors' performance, if any. Explain how your current procedures meet the needs of your current customers.
- a. Explain how the Respondent is planning to address City Staff performance issues when City Staff has concerns on Contractor employees' performance.
 - b. Explain how the Respondent is planning plan to use industry standards to meet quality requirements.
 - c. Explain how the Respondent is planning to provide quality documentation that meets the specification/scope of work requirements.
 - d. Explain how the Respondent is planning to provide accurate and timely invoices.
 - e. Explain how the Respondent is planning to use service calls, equipment information and call backs to improve Equipment usable life, energy and water conservations, efficiency, operation effectiveness, reliability; staffing; schedule maintenance plan, etc.
 - f. Explain how the Respondent is planning to perform quality and safety inspections.
 - g. Explain how Respondent is planning to address erroneous troubleshooting and service recommendation.
5. **Customer Service Plan** – Describe Respondent customer service plan and discuss lines of communication and interaction with City Staff and others.

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

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

Awarded Contractor(s) Account Representative:

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

Service Request Information:

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

Contact Person:	
Phone:	
Fax #:	
Email:	

6. **Safety and Spill Plan** – Describe how Respondent will implement a Safety and Spill Plan for the contract, including plan to address work hazard assessment and employee injuries and accidents.
7. **Training Plan** – Describe Respondent's training and instruction programs that Respondent will provide to its employees assigned to perform this contract to keep employees' skills current. Describe how continuing education/training will be provided especially as relevant to the various makers and models of Equipment in the facilities inventory. What does training program consist of? List names of classes and frequency of training.
8. **Environmental Standards/Practices** – Describe how Respondent will utilize environmentally friendly (green) chemicals, products and practices. Provide a listing of environmentally friendly (green) chemicals and service products/options that will be suggested to City Staff for Scheduled Maintenance, Other Services and repair services.
9. **Tools and Parts** – Describe Respondent's ability to obtain and maintain any necessary proprietary tools and chemicals necessary to perform the cleaning and inspection requirements of the scope of services. Provide an inventory of short-term and long-term delivery items.
10. **Warranty** – Describe Respondent and manufacturer warranty programs for parts and services required for Respondent to perform the scope of services for this contract.

11. **Life Cycle Management Program and Report** – Describe Respondent's ability to provide a life cycle management program and reports that conducts a full analysis of the current Equipment installation and prepares a modernization plan to raise the Equipment to modern safety, accessibility, performance, and aesthetics standards.
12. **Invoicing Plan** – Provide an example of an invoice, displaying the invoices information requirements per Section 004 – Specifications / Scope of Service – 4.25 – Submittals.
13. **Additional Information** – Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

RFCSP ATTACHMENT B

PRICE SCHEDULE VERSION 2

POSTED AS A SEPARATE EXCEL DOCUMENT TO THIS RFCSP.

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

Respondents must propose fixed prices for the items listed. Offers with price range will be deemed non-responsive.

RFCSP ATTACHMENT C

CONTRACTS DISCLOSURE FORM

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

<https://webapp1.sanantonio.gov/ContractsDisclosure/>

1. Download form and complete all fields. All fields must be completed electronically 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.

NOTE: It is recommended not to use Chrome browser to access this form. If you have difficulty accessing, please contact the Staff Contact Person identified in this RFCSP.

RFCSP ATTACHMENT D

LITIGATION DISCLOSURE FORM

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

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

Yes ____ No ____

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

Yes ____ No ____

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

Yes ____ No ____

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

RFCSP ATTACHMENT E

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM TRACKING FORM

ATTACHED AS A SEPERATE DOCUMENT

RFCSP ATTACHMENT F

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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/filinginfo/1295>

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 RFCSP number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234).

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

SIGNATURE PAGE

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <http://www.sanantonio.gov/purchasing/>

By submitting a proposal, whether electronically or by paper, Respondent represents that:

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

If awarded a contract in response to this RFCSP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out within the RFCSP.

If awarded a contract in response to this RFCSP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the Respondent General Information form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S) he is authorized to submit this proposal on behalf of the entity.

If submitting your proposal by paper, 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 Entity Name

Signature: _____

Printed Name: _____

Title: _____

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

RFCSP ATTACHMENT H

SBEDA UTILIZATION PLAN FORM

(ATTACHED AS A SEPARATE DOCUMENT)

RFCSP ATTACHMENT I

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 Form RFCSP Attachment A, Part One	
Experience, Background and 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	
Proof of Insurability Insurance Provider's Letter Copy of Current Certificate of Insurance	
Financial Information	
*Signature Page RFCSP Attachment G	
*City of San Antonio Subcontractor/Supplier Utilization Plan Form Attachment H	
Proposal Checklist RFCSP Attachment I	
One COMPLETE ELECTRONIC COPY	

*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.



SUBJECT: Request for Competitive Sealed Proposals – Overhead Garage Doors for BESD (RFCSP 2021-066, RFx # 6100014048) Scheduled to Open: August 18, 2021; Date of Issue: July 16, 2021

FROM: Jennifer Johnson, Procurement Administrator

DATE: August 6, 2021

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. I - TO THE ABOVE REFERENCED
REQUEST FOR COMPETITIVE SEALED PROPOSALS**

**THE ABOVE-MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSAL IS HEREBY AMENDED AS
FOLLOWS:**

1. **AMEND:** The proposal submission deadline is hereby amended to Friday, August 27, 2021, at 2:00 PM Central Time.
2. **AMEND:** The deadline to submit written questions concerning this RFCSP is hereby amended to Wednesday, August 18, 2021, at 2:00 PM Central Time.
3. **ADD:** Sign-In Sheet for the Pre-Submittal Conference dated July 23, 2021. Posted as a separate document.
4. **AMEND:** Exhibit 4 Site Visit Schedule is hereby modified to include the date and times of the scheduled site visits. The revised Exhibit 4 is attached as a separate document.

**QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 008, SUBMISSION OF PROPOSALS, RESTRICTIONS
ON COMMUNICATIONS:**

Question 1: Can the City please provide an estimated cost or is a cost range available for the A/C for Overhead Garage Doors for the Building Equipment Services Department?

Response: The estimated cost budgeted however will not be disclosed at this time.

Jennifer Johnson

Jennifer Johnson
Procurement Administrator
Finance Department – Purchasing Division

JJ/mc



Addendum II

SUBJECT: Request for Competitive Sealed Proposals – Overhead Garage Doors for BESD (RFCSP 2021-066, RFx # 6100014048) Scheduled to Open: August 27, 2021; Date of Issue: July 16, 2021

FROM: Jennifer Johnson, Procurement Administrator

DATE: August 18, 2021

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. II - TO THE ABOVE REFERENCED
REQUEST FOR COMPETITIVE SEALED PROPOSALS**

**THE ABOVE-MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSAL IS HEREBY AMENDED AS
FOLLOWS:**

1. **REVISED:** 4.2.2.2 has been revised as follows:
"Each of the Contractor's technicians performing work on the Equipment shall have a minimum of seven (7) years of experience performing maintenance on overhead doors and supporting components. Contractor shall provide documentation to confirm this amount of actual experience."
2. **REVISED:** Section 4.6.7 has been removed entirely.
3. **REVISED:** Section 004 Scope of Services, 4.7.4. is revised as follows:

"When the Contractor supplies parts or replacement parts, the cost will be based on the Contractor's price from the supply house plus the Contractor's mark-up provided in the Price Schedule. The Contractor's invoices must include supply house verifiable documents that clearly show the manufacturer's part number, description, supply house cost, and percent mark-up cost."
4. **REVISED:** Section 011 Supplemental Terms and Conditions, Prevailing Wage Rates and Workers Compensation sections have been removed entirely.
5. **REVISED:** Section 011 Supplemental Terms and Conditions, Proposal Bond has been removed entirely.
6. **REVISED:** Attachment A, Part Three, Proposed Plan # 14 Wages and Benefits Plan has been removed entirely.
7. **REVISED:** Attachment B, Price Schedule V2 has been revised and posted as a separate document.

Part B: Repair Labor Hours

REVISED: "Repair Labor Hours" with "Item #"

REVISED: "Hourly Labor Rates for Other Services" with "Repair Labor Rates for Other Services"

ADDED: column "Estimated Annual Hours (A)"

ADDED: column "Total (A X B = C)"

Part C: Repair Parts

REVISED: "Parts" with "Item #"

ADDED: column "Estimated Spend Per Year (A)"

ADDED: column "Total Estimated Annual Cost (A X B = C)"

REMOVED: Products Identification (Manufacturer)

REMOVED: Type of Price Schedule (Dealer, Jobber, Etc.)

REMOVED: Effective Date of Price Schedule

REMOVED: Price Schedule Number

REMOVED: Warranty

8. DELETED: Exhibit 5, Prevailing Wage Rates has been removed entirely.



Jennifer Johnson
Procurement Administrator
Finance Department – Purchasing Division

JJ/mc



ADDENDUM III

SUBJECT: Request for Competitive Sealed Proposals – Overhead Garage Doors for BESD (RFCSP 2021-066, RFx # 6100014048) Scheduled to Open: August 27, 2021; Date of Issue: July 16, 2021

FROM: Jennifer Johnson, Procurement Administrator

DATE: August 27, 2021

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. III - TO THE ABOVE REFERENCED
REQUEST FOR COMPETITIVE SEALED PROPOSALS**

**THE ABOVE-MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSAL IS HEREBY AMENDED AS
FOLLOWS:**

1. **Change:** The proposal submission deadline is hereby amended to September 3, 2021, at 2:00 PM Central Time.
2. **Change:** RFCSP Section 012 General Terms & Conditions, Payment by the City, last paragraph, is revised to read as: "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."
3. **Change:** RFCSP Section 012 General Terms & Conditions, Section Prohibition on Contracts with Companies Boycotting Israel is hereby deleted in its entirety and amended to read as below:

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.

In accordance with SB 13, effective September 1, 2021, 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.

In accordance with SB 19, effective September 1, 2021, 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.



Jennifer Johnson
Procurement Administrator
Finance Department – Purchasing Division

JJ/mc