

AN ORDINANCE 2012-11-15-0889

AUTHORIZING A CONTRACT WITH SCHINDLER ELEVATOR CORP. TO PROVIDE THE SAN ANTONIO AIRPORT SYSTEM WITH ELEVATOR AND ESCALATOR PREVENTIVE MAINTENANCE FOR AN ESTIMATED ANNUAL COST OF \$199,700.00, FROM THE AVIATION FUND.

* * * * *

WHEREAS, the City released Request for Competitive Sealed Proposals (RFCSP) to provide the San Antonio Airport System with elevator and escalator preventive maintenance for an estimated annual cost of \$199,700.00; and

WHEREAS, of the 3 responses received and evaluated, the proposal from Schindler Elevator Corp. scored the highest; and

WHEREAS, staff recommends Schindler Elevator Corp. for award of this contract; **NOW THEREFORE:**

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

SECTION 1. The proposal submitted by Schindler Elevator Corp. to provide the San Antonio Airport System with elevator and escalator preventive maintenance for an estimated annual cost of \$199,700.00 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 and Integration Agreement are attached hereto and incorporated herein for all purposes as **Exhibit I**. A copy of the proposal may be inspected in the offices of the Purchasing Division of the Finance Department.

SECTION 2. The amounts will be encumbered upon issuance of various purchase orders, and payment is authorized to Schindler Elevator Corp. All current fiscal year expenditures will be in accordance with the Fiscal Year 2013 budget approved by City Council, and future fiscal year expenditures are contingent upon future City Council budget approvals.

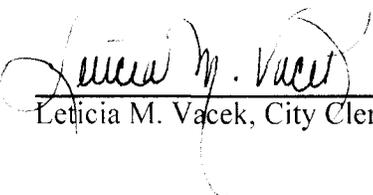
SECTION 3. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage hereof.

PASSED AND APPROVED this 15th day of November, 2012.

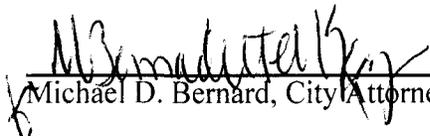

M A Y O R
Julián Castro

ATTEST:

APPROVED AS TO FORM:



Leticia M. Vacek, City Clerk

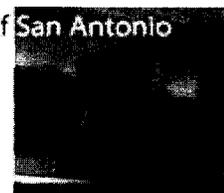


Michael D. Bernard, City Attorney



Request for
COUNCIL
 ACTION

City of San Antonio



Agenda Voting Results - 7

Name:	6, 7, 8, 9, 10, 13A, 13B, 14A, 14B, 14C, 17, 19, 20, 21, 22, 23, 24, 25						
Date:	11/15/2012						
Time:	09:56:02 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a contract with Schindler Elevator Corp. to provide the San Antonio Airport System with elevator and escalator preventive maintenance for an estimated annual cost of \$199,700.00, from the Aviation Fund. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x			x	
Ivy R. Taylor	District 2	x					
Leticia Ozuna	District 3		x				
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x				x
Ray Lopez	District 6		x				
Cris Medina	District 7	x					
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				



CITY OF SAN ANTONIO
FINANCE DEPARTMENT, PURCHASING DIVISION

REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")
NO.: 6100001479

**ANNUAL CONTRACT FOR ELEVATOR AND ESCALATOR MAINTENANCE FOR
THE SAN ANTONIO AIRPORT SYSTEM (SAAS)**

Date Issued: **JULY 6, 2012**

PROPOSALS MUST BE RECEIVED NO LATER THAN:
2:00 PM JULY 27, 2012

Proposals may be submitted by any of the following means:
Electronic submission through the Portal
Hard copy in person or by mail

Address for hard copy responses:

Physical Address:
Office of the City Clerk
100 Military Plaza
2nd Floor, City Hall
San Antonio, Texas 78205

Mailing Address:
Office of the City Clerk
P.O. Box 839966
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"ANNUAL CONTRACT FOR ELEVATOR AND ESCALATOR MAINTENANCE FOR THE SAN
ANTONIO AIRPORT SYSTEM (SAAS)"

Proposal Due Date: 2:00 p.m., JULY 27, 2012

RFCSP No.: 6100001479

Respondent's Name and Address

Proposal Bond: Yes Performance Bond: Yes Payment Bond: Yes Other: NO

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: None DBE / ACDBE Requirements: None

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

Pre-Proposal Conference * YES

* If YES, the Pre-Proposal conference will be held on JULY 13, 2012 at 11:30 A.M. at SAN ANTONIO INTERNATIONAL AIRPORT, 9800 AIRPORT BLVD, SAN ANTONIO, TX 78216

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

Email: MARISOL.AMADOR@SANANTONIO.GOV

SBEDA Contact Information: 210-207-3900

Exhibit I

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003 - INSTRUCTIONS FOR RESPONDENTS

PART A

Submission of Proposals.

Submission of Hard Copy Proposals. Submit one original signed in ink, and one copy of the of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal enclosed in a sealed envelope addressed to the Office of the City Clerk at the address and by the due date provided on the Cover Page. The name and address of Respondent, the due date for submission of proposals, RFCSP number and title of the solicitation shall be marked on the outside of the envelope(s). 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.

Submission of Electronic Proposals. Submit one 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.

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

Modified Proposals. Proposals may be modified provided such modifications are received prior to the time and date set for submission of proposals, and submitted in the same manner as original proposals. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the original proposal is being withdrawn. For electronic proposals, a modified proposal will automatically replace a prior proposal submission. See below for information on submitting Alternate Proposals.

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

Respondents must sign the Signature Page on hard copy proposals and return the RFCSP document to City. For electronic proposals, Respondent's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes. 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.

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

Hard Copy Alternate Proposals. Alternate proposals must be submitted in separate sealed envelopes in the same manner as submission of other proposals. Alternate proposals must be marked consecutively on the envelope as Alternate Proposal No. 1, 2, etc. Failure to submit alternate proposals in separate envelopes may result in rejection of a proposal.

Electronic Alternate Proposals. All alternate proposals submitted electronically are recorded with original proposals when submitted electronically.

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

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

Respondents shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which a proposal is submitted. Respondent shall provide said catalog at the time of submission of its proposal. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for proposals submitted on paper, or PDF file for proposals submitted electronically.

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

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

Restrictions on Communication.

Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFCSP or proposals from the time the RFCSP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFCSP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFCSP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the restrictions on communication with City employees include:

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

Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page on or before 7 calendar days prior to the date proposals are due. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form(s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this RFCSP after the proposal due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

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. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at lisa.brice@sanantonio.gov. Respondents and/or their agents may contact Ms. Brice 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.

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than seven (7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Respondents are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged. Site Tours, if any, will begin at the conclusion of the conference.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

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

Changes to RFCSP.

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

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

Preparation of Proposals.

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

Proposal Format. Each proposal shall be typewritten, single spaced on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder or other securely bound fashion. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, 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 and printed two-sided. Margins shall be no less than 1" around the perimeter of each page. Websites or URLs shall not be submitted in lieu of the printed proposal or electronic submission through City's portal. Each proposal must include the sections and attachments in the sequence listed in the RFCSP, Section 003, Instructions to Respondents, Part B - Submission Requirements, and each section and attachment must be indexed and, for hard copy submission, divided by tabs and indexed in a Table of Contents page. For electronic submissions, whether through the portal, or on a CD, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the submission or may negatively affect scoring.

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

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

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

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

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

Description of Supplies.

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

Interlocal Participation.

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

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

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

Rejection of Proposals.

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

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

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

The proposal is conditional; or

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

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

Variations 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 variations 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. Written notice of withdrawal shall be provided to the Office of the City Clerk for proposals submitted in hard copy. Proposals submitted electronically may be withdrawn electronically.

Proposal Opening. Proposals will be opened publicly and the names of the respondents read aloud at 2:30 P.M. on the day the proposals are due. Proposal openings are held at Finance Department, Purchasing Division, Riverview Tower, 11th floor, 111 Soledad, Suite 1100, San Antonio, Texas 78205. However, in accordance with state law, the contents will not be revealed until after the contract is awarded.

Evaluation and Award of Contract.

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

City reserves the right to make an award based on any combination of items in the Price Schedule that serves the best interests of City, unless City designates this solicitation as an "all or none" proposal in the Supplemental Terms & Conditions. In addition, City reserves the right to delete line items prior to award. A written award of acceptance (manifested by a City Ordinance) and Purchase Order furnished to Respondent results in a binding contract without further action by either party. Vendor must have the Purchase Order before making any delivery.

A written award of acceptance (manifested by a City Ordinance) and Purchase Order furnished to Respondent results in a binding contract without further action by either party. Vendor must have the Purchase Order before making any delivery.

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

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

Inspection of Facilities/Equipment.

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

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

Prompt Payment Discount.

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

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

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

Prohibited Financial Interest.

The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. 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: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Conflict of Interest.

Effective January 1, 2006, 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 conflict of interest questionnaire with the Office of the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or proposals, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205." Respondent should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your proposal. The Purchasing Division will not deliver the form to the Office of the City Clerk for you.

PART B

SUBMISSION REQUIREMENTS

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

If submitting a hard copy proposal, submit one original, signed in ink and one copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal. Each of the items listed below must be labeled with the heading indicated below as a separate file on the CD.

If 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.

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

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

EXPERIENCE, BACKGROUND & QUALIFICATIONS. Use the Form found in this RFCSP as Attachment A, Part Two. (Response shall be limited to 12 pages.)

PROPOSED PLAN. Use the Form found in this RFCSP as Attachment A, Part Three. (Responses shall be limited to 20 pages.)

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

DISCRETIONARY 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/eforms/atty/DiscretionaryContractsDisclosure.pdf>.

Instructions for completing the Discretionary Contracts Disclosure form:

Download form and complete all fields. All fields must be completed prior to submitting the form.

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

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

PROPOSAL BOND. Submit proposal bond in the amount of \$10,000.00. For electronic submissions, Respondent must provide the original proposal bond to the Office of the City Clerk prior to proposal due date in accordance with the instructions for submission of hard copy proposals.

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

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

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

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

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. The selection committee may select respondents who are judged to be reasonably qualified for interviews, depending on whether further information is needed. Interviews are not an opportunity to change a submission. If the City elects to conduct interviews, respondents may be interviewed and re-scored based upon the same criteria. City may also request information from respondents at any time prior to final approval of a selected respondent, or seek best and final offers from respondents deemed reasonably qualified for award. Final approval of a selected respondent is subject to the action of the San Antonio City Council.

Evaluation Criteria:

Experience, Background, Qualifications (50 points)

Proposed Plan (30 points)

Price (20 points)

004 - SPECIFICATIONS / SCOPE OF SERVICES

BACKGROUND

The City of San Antonio is seeking proposals for a Contractor to provide preventive maintenance (including parts) for elevator and escalator maintenance in accordance with the specifications listed herein. This service is required to establish a maintenance program that will preserve the safety and functionality of elevators and escalators for the San Antonio Airport System (SAAS).

Scope of Work to be performed by the Contractor under these specifications shall consist of furnishing all materials, labor, supervision, tools, supplies and other expenses necessary to provide preventive maintenance services of every description, including adjustments, replacement of parts as herein specified for all equipment covered under this contract, and inspections and tests. Basic Services under this contract are defined as preventive maintenance and repairs due to normal wear and tear. The bid prices for Basic Service shall include all parts and labor necessary for (1) the maintenance and (2) to replace anything that may be worn to prevent from having to repair the equipment later, and (3) repairs due to normal wear and tear. Other Services are defined as repairs due to non-normal wear and tear. Annual inspections by a QEI-1 certified inspector are not covered under the scope of this contract.

Renovations to Terminal A are tentatively scheduled to occur in September 2012 and may include replacement or modernization of elevators and escalators. There is currently no phasing schedule as to when elevator/escalator replacement or modernization may occur. Selected Contractor will be notified when phasing schedule is in place. During Terminal A renovations, City reserves the right to suspend services under this contract for such elevators and escalators during down time and subsequent warranty service period, with written notice from the City. No fees will be owed to Contractor for these Terminal A elevators and escalators for the period during which services are suspended. Contractor shall resume service when notified by City for the fee stated in Item 1b of the Price Schedule for new elevator and escalator maintenance in Terminal A.

For purpose of this contract, Normal Business Hours are from 5:00 a.m. to 8:00 p.m. Monday through Friday. All preventive maintenance shall be performed during Normal Business Hours, unless otherwise required by the terms of this contract or as scheduled by City. City shall have the right to require work to be performed outside of Normal Business Hours. Holiday rates, when applicable, may only be charged on official City of San Antonio recognized and observed holidays.

CONTRACTOR QUALIFICATIONS

- Be registered with the Texas Department of Licensing & Regulation (TDLR) in accordance with the Texas Health & Safety Code, Chapter 754, Subchapter B, Sec. 754.0171;
- Be a commercial elevator/escalator business engaged in providing elevator and escalator maintenance and repair services for a minimum of ten continuous years;
- Have available a dedicated staff (supervisor and mechanics) to CITY;
- Be in good financial standing, not in any form of bankruptcy, current in payment of taxes and fees such as state franchise fees.
- Have or establish, and maintain, an office that will allow Vendor to meet the minimum emergency response time requirement of 1 hour for the term of the contract.

CONTRACTOR'S PERSONNEL QUALIFICATIONS

- Mechanics shall:
Have a minimum of five years of experience providing maintenance on commercial elevators and escalators.

Be a permanent employee of the Contractor.
- Mechanics Helpers shall:
Have a minimum of three years of experience as an elevator mechanic's helper within the last five years.

Be a permanent employee of the Contractor.

EQUIPMENT TO BE MAINTAINED

San Antonio International Airport Terminal A:

Five (5) Hydraulic Elevators
Seven (7) Escalators

San Antonio International Airport Terminal B:

Six (6) Hydraulic Elevators
Eight (8) Escalators

San Antonio International Airport Parking Garages:

Three (3) Hydraulic Elevators in Short Term Parking
Four (4) Hydraulic Elevators in Long Term Parking

Stinson Municipal Airport:

One (1) Hydraulic Elevator (including elevator phone monitoring)

Part 1. General Requirements Applicable to Both Basic Services and Other Services

1.01 Purpose

A. Ensure that the equipment provides trouble-free service, prolong equipment life, continually provide performance quality as for a new installation, and to secure City's equity.

B. Keep the equipment in good working condition. Maintain its performance in accordance with operating parameters and design features of the original specifications for installation of the equipment.

1.02 Precedence & Minimum Standards

A. In the event of conflict between this specification and any other writings or the manufacturer's literature, the more frequent, stringent or expensive terms shall apply.

B. Perform to these specifications as a minimum standard.

C. All work shall comply with applicable elevator Codes providing the standards for the installation, maintenance, repair, replacement, alteration, testing, operation, and inspection of equipment adopted by the Texas Department of Licensing and Regulation.

D. The Contractor shall have in his possession written or electronic procedures of all maintenance tasks to be performed, complete and thorough in description. These written procedures must include the step-by-step tasks necessary to comprehensively complete the procedure. Written procedures must be provided to all Contractor personnel who could reasonably expect to be working on any of the equipment covered under this contract on either a permanent or temporary basis. The purpose of this requirement is to ensure uniformity of the quality of Work performed and to provide documentation towards that goal. These written or electronic procedures will remain property of the Contractor, but will be made available to the City via electronic/on-line program upon request. City may make copies of the procedures for its own use only in managing the facility covered by the Contract.

E. Contractor shall be responsible for assuring that all drawings, schematics and listings are kept up to date, with legible changes, reflecting the actual installation. Contractor shall be responsible for maintaining wiring diagrams current with all changes/or additions made to the Equipment's wiring system. The original (reproducible type) diagrams are the property of City. Any changes to drawings must be approved by the City.

1.03 Electronic Recordkeeping

A. The Contractor shall have an electronic record keeping system by which individual records are kept for each elevator and escalator showing each specific maintenance procedure completed, including when it was completed. The system will also log all service calls placed by the City and track the time and date of each occurrence, the response time and nature of the problem both reported and ultimately discovered and the steps taken to correct the problem.

B. Contractor shall archive, throughout the life of the contract, in its possession all maintenance records. At any time at the City's request, Contractor shall provide the City with on-line electronic media or hard copy of any or all of the records at Contractor's expense. Contractor may retain a copy for its records.

1.04 On-Line Access to Records

A. The City shall further be able to access repair and service call history for any units on Contract.

1. At a minimum, the City shall be able to view the following data on-line:

- a. Equipment Availability by unit over the prior 12 months
- b. Service callback date and statistics by unit
- c. Completed maintenance procedures by unit
- d. Equipment performance
- e. Equipment usage
- f. Placed Service Calls
- g. Contract financial information/account statements

2. City must be able to pull and print reports of such data.

B. The online system shall be capable of delivering a customized information report to City via email on a prescheduled basis, and deliver such reports to City on the schedule chosen by City. Prior to contract start, the Contractor shall provide the Internet web address, and instructions and training on how to use the system.

1.05 Coordination

A. Contractor shall provide an Internet based service to allow direct access to a 24-hour dispatching system and database from a personal computer. This service shall allow the City to place a service call and review the status of the service call directly from the personal computer. This service must be secure and password protected.

B. Prior to contract start, the Contractor shall provide instructions and training on how to use the system.

C. Contractor shall advise the City two weeks in advance of scheduled maintenance/repairs, immediately in the case of non-scheduled maintenance/repairs, and immediately if equipment is required to be taken out of service. Indicate the probable length of time required for completion of the work.

D. Contractor shall communicate the status of all work to the City, both at the beginning and close of the normal work day.

E. Contractor's assigned supervisor shall meet quarterly with City's representative.

F. The Contractor must provide the City with a telephone number for the assigned supervisor that is accessible 24 hours a day, 7 days a week.

G. The Contractor shall respond according to the following schedule to service calls from the City's Contract Manager or designee and perform all steps reasonably necessary to protect persons and property from risk of harm due to a problem with the elevator and/or escalator. The Contractor shall give first priority to City of San Antonio requests for emergency service over that of other clients.

Contractor Maximum Response Times	
Non-Emergency Service Calls	Within 2 hours
Emergency Service Calls	Within 1 hour

H. Contact a representative specified by the City at commencement of each routine inspection. Discuss operation of the equipment systems, noting all performance complaints.

1.06 Callback Tickets

A. Contractor shall obtain City signature on callback tickets upon completion of the callback.

B. Submit copies of callback tickets for all work performed by all personnel, including inspections, callbacks and repairs, before leaving the City property.

C. Detail the category of work completed on regular maintenance and/or repair tickets, as well as the specific problem and action taken on callback tickets.

1.07 Maintenance Personnel

- A. Assign a supervisor to coordinate all services under this contract.

- B. Provide the City with names of maintenance personnel assigned to this contract, their positions, and indicate the training mix.

- C. Submit to the City proposals for supervisor and maintenance staff changes, at least one month in advance, where possible.

- D. All site personnel shall wear a distinctive uniform and display an Airport Personnel Identification Badge as issued by the Aviation Department in accordance with the City's badge policy. All uniforms shall be the same and display the name of the Contractor. Uniforms worn by the site personnel must be different, in both design and color, from those worn by City employees. Uniforms shall be subject to the approval of the City of San Antonio prior to the start of the contract. Staff's uniforms must be clean and presentable at the start of each shift.

1.08 Safety Devices

- A. Do not permit the equipment to operate while any mechanical or electrical safety devices are inoperative, or at the point of impending failure. Take steps to insure the equipment will be inoperable if these conditions are present.

1.09 Safety Inspections

- A. Carry out all instructions of the inspecting authorities within thirty days of notice.

1.10 Shut Downs

- A. Any work that requires a unit to be made inoperable anytime from 5:00 a.m. through 8:00 p.m. will be required to be scheduled with and approved by City.

- B. Any shut downs requiring equipment to be shut down for thirty minutes or more between the hours of 8:00 p.m. and 5:00 a.m. must be scheduled with and approved by City. Contractor must include estimated length of shut down in scheduling request.

- C. Contractor shall notify City if work requiring an approved, scheduled shut down cannot be completed within the approved time frame.

1.11 Tools

- A. Contractor shall provide all tools needed to perform functions under this contract.

- B. Contractor shall inspect all tools regularly and maintain them in working order.

1.12 Contractor's Employee Safety

- A. The Contractor shall have an active and effective safety program.

1.13 Emergency Response Plan

- A. The Contractor shall have a written plan for response to a natural disaster that would include the inspection and repair of elevator and escalator equipment and inspection/certification for return to service.

1.14 Hazardous Waste

- A. Contractor shall comply with all Federal, State and local environmental laws and regulations and endeavor to reduce generation of waste materials, minimize risks to the environment, the City, the general public, and their employees in the performance of its services to City. The Contractor shall properly dispose of all waste materials generated in the normal servicing of the units. Contractor is responsible for the reliable and quick disposal of lubricants, cleaning materials, paints, and absorbents collected in maintenance and repair. For the protection of the City, a documented audit trail must exist for the disposal of hazardous waste material. Material Safety Data Sheets (MSDS) shall be made available at the City's request for all solvents, cleaners, and lubricants used in performing the specified work.

1.15 Quality Control

- A. Contractor shall perform periodic surveys and audits to verify that the Equipment conforms to manufacturer's requirements for maintenance quality, safety, and code requirements.

1.16 Callback Reduction

A. The contractor shall have implemented a statistically based callback reduction program. A quarterly progress report and action plan shall be submitted to and coordinated with the City. The purpose is to ensure that the contractor is actively working to reduce callbacks on a priority basis.

1.17 Customer Service

A. Contractor shall assign a representative to City's account who will be available for consultation in any matter relating to the maintenance of the units. The representative will be available to discuss elevator needs with the City in areas of modernization, traffic handling ability, recommendations and requirements of code authorities, and proper use and care of the units.

1.18 Billing

A. In addition to invoicing requirements in Section 006 – General Terms and Conditions, Contractor shall submit signed Callback Tickets.

B. Billing for Basic Services performed outside of Normal Business Hours must be authorized by the City in writing in advance.

C. When City authorizes Contractor to perform Basic Services outside of Normal Business Hours, the City shall pay only the incremental difference between the Normal Business Hour Rate and either the Overtime Rate or Holiday/Weekend Rate shown on the Price Schedule under "Other Services", as applicable.

1.19 Scheduling of Work

A. Contractor will create, for City's review and approval, a schedule of planned maintenance activities that takes into account equipment type, component life, equipment usage, and building environment. This schedule will be based upon actual site conditions (i.e., actual number of hours that escalators have operated or the number of starts that elevators have made). The required maintenance procedures for each unit will take into consideration the equipment usage and the unit's callback history. City may require Contractor to make adjustments to the maintenance schedule based on changes in usage and/or call back history. Contractor shall schedule maintenance procedures to minimize callbacks and unscheduled shutdowns.

B. The Contractor will have an established system for fully documenting maintenance procedures performed, service calls received and answered and major repairs scheduled and completed. The Contractor will have an effective system of self-audit to ensure compliance with the requirements.

1.20 Manufacturer's Parts

A. Where available, use genuine manufacturers' parts. When not available, or when a better substitute is available, submit the alternative for written approval by the City. In any case, replacement parts must be new, unused, and equal to or better than original equipment.

1.21 Parts Availability

A. Parts for Maintenance and Normal Wear and Tear Items. Contractor shall maintain and have available within two hours spare parts sufficient for normal maintenance and repair of the Equipment.

B. Parts for Items Other Than Normal Wear and Tear. Contractor shall maintain a supply of parts that may be necessary for repairs that are not due to normal wear and tear, or have these parts available within 24 hours.

PART 2. Elevator Maintenance Procedures

Contractor shall take immediate action on all problems.

Report back to the City's representative on any problems that could not be satisfactorily resolved during visit. Explain the extent of the problem and indicate when it will be corrected.

2.01 Elevator Maintenance Scope and Procedures

A. Perform routine maintenance inspections at least once each month. Examine the equipment and perform such additional work as required to correct malfunctions and/or to monitor complaint conditions.

B. Contractor will keep all equipment, including, but not limited to, pits, machine rooms, machine room equipment, hoistway door mechanisms, and car tops clean and orderly. Contractor shall paint the Equipment often enough and exercise due care to maintain a professional appearance, to prevent rusting and preserve the Equipment.

C Lubricate the Equipment at intervals recommended by the equipment manufacturer or as dictated by the use of the equipment. All lubricants shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied. Contractor shall, at intervals recommended by the equipment manufacturer, or as dictated by the usage of the equipment, drain and flush hoist machine gear cases, bearing oil reservoirs, and door operators and refill with the proper type and grade of oil.

D Contractor shall adjust the Equipment as necessary when the operation of the Equipment varies excessively from its normal or originally designed performance as a result of normal wear and tear or when necessary to preserve the useful life of a part or assembly.

E. Contractor shall make repairs to and/or replace all damaged or broken parts or components resulting from normal operation of the Equipment. Parts shall be replaced when worn beyond normal adjustment limits. Replacements shall also be made to ensure continued normal operation, to extend the useful life of the Equipment or any of its components, or when necessary to continue safe, dependable operation.

F. Elevator code requires that all elevator telephones be programmed to a number that is answered 24-hours a day with the capability of identifying the call locations. Contractor shall provide elevator phone monitoring service for elevator located at Stinson Municipal Airport only.

2.02 Maintenance Scope - Elevators

A. Repair or replace, as and when required:

1. All mechanical, electrical and electronic parts required for the automatic operation of the elevator, including but not limited to:

- a. machine (hydraulic)
- b. all controller parts
- c. PC boards
- d. discrete and chip logic devices
- e. power devices
- f. wiring
- g. guide rails
- h. buffers
- i. guides
- j. car frames
- k. safety devices
- l. wire ropes
- m. plunger, heads, to-and-from piping, except underground and isolation couplings
- n. traveling cable, hoistway switches, junction boxes
- o. door and gate operators
- p. door linkage
- q. hoistway door and car gate suspension, securing and guiding devices.
- r. position encoding and decoding devices
- s. hall and car signal and operating devices
- t. security desk control panel operating and monitoring devices
- u. maintenance instructions including manuals, log books, wiring diagrams and site training devices for microprocessor controller, if applicable.

2. The parts listed above must be readily available within 2 hours.

B. Except where damage has been caused by malfunction of items covered by these specifications, do not repair or replace the following items without a separate purchase order from City:

1. hoistway and car door frames
2. sills
3. entrance finishes
4. car enclosure (including ceiling lights)
5. hand rails
6. floor coverings

2.03 Equipment Performance

Maintain and adjust the equipment so that:

1. No obvious or objectionable bumps, as determined solely by City, can be felt at any point during acceleration or deceleration.
2. Door operator functions smoothly and quietly, with minimal bounce between hall door rollers and car door clutch drive, as determined solely by City.
3. Passenger elevator door dwell times are set at 3.0 second for car calls and 3.5 seconds for hall calls, and preset dwell times are canceled immediately when a "door close" button is pressed.
4. Average acceleration over the total accelerating period is not less than 1.6 feet per second (fps) and does not exceed 7.0 fps on acceleration peaks.
5. Car stops level, consistently within 0.25 inches, regardless of load and at all floors.
6. Elevator carries rated load at rated speed, without exceeding the machine rating.
7. Full speed is not less than 95%, nor more than 110%, of rated speed, under any load condition, except for overloads.
8. Operating time does not exceed specified values. If specified values are not available, use industry standard values. Measure this time under the following conditions:
 - a. Typical floor-to-floor rise
 - b. Car under full load and in both travel directions
 - c. Jerk, acceleration and ride to be comfortable and smooth
 - d. Door operations to meet all code requirements
 - e. Time starts when doors begin to close, and ends when the car stops level at next landing with doors 75% of fully open
 - f. Time variation within 5% under other load conditions
9. The increase of noise level over the ambient noise level does not exceed 4 decibels when measured at 5 feet in front of the entrance, at any time during a full door open and close cycle and reversal cycle. Measure the noise level using an ANSI type-2 sound level meter, on the 'A' scale with a slow response.
10. The increase of noise level over the ambient noise level does not exceed 5 decibels when measured at any point inside the cab, when the car is running. Measure the noise level using an ANSI type-2 sound level meter, on the 'A' scale with a slow response.

2.04 Schedule

- A. As a minimum, perform the duties described at least once during the indicated period. Perform these duties more frequently if the condition of the equipment warrants.
- B. Perform all tests (such as full load) required by governmental authorities on contract execution date or renewal date.
- C. Respond immediately to problems discovered in the course of routine examination. Replace faulty parts and implement corrective actions, in all case of unusual operation or noises.
- D. Replace parts showing excessive wear, immediately.
- E. References to clean, check, lubricate, repair, etc. apply to as many such components, devices or systems as exist.
- F. The term "clean" includes use of brooms, brushes, vacuums, blowers, solvents and other such means required to obtain the desired results.

PART 3. Escalator Maintenance Procedures

Contractor shall take immediate action on all problems.

Report back to the City's representative on any problems that could not be satisfactorily resolved during visit. Explain the extent of the problem and indicate when it will be corrected.

3.01 Escalator Maintenance Scope and Procedures

A. Perform routine maintenance inspections at least once each month. Examine the equipment and perform such additional work as required to correct malfunctions and/or to monitor complaint conditions.

B. Contractor will keep all equipment, including, but not limited to, pits, machine rooms, machine room equipment, hoistway door mechanisms, and car tops clean and orderly. Contractor shall paint the Equipment often enough and exercise due care to maintain a professional appearance, to prevent rusting and preserve the Equipment.

C Lubricate the Equipment at intervals recommended by the equipment manufacturer or as dictated by the use of the equipment. All lubricants shall meet or exceed the minimum requirements specified by the manufacturer of the equipment to which the lubricant is applied. Contractor shall, at intervals recommended by the equipment manufacturer, or as dictated by the usage of the equipment, drain and flush hoist machine gear cases, bearing oil reservoirs, and door operators and refill with the proper type and grade of oil.

D. Contractor shall adjust the Equipment as necessary when the operation of the Equipment varies excessively from its normal or originally designed performance as a result of normal wear and tear or when necessary to preserve the useful life of a part or assembly.

E. Contractor shall make repairs to and/or replace all damaged or broken parts or components resulting from normal operation of the Equipment. Parts shall be replaced when worn beyond normal adjustment limits. Replacements shall also be made to ensure continued normal operation, to extend the useful life of the Equipment or any of its components, or when necessary to continue safe, dependable operation.

3.02 Maintenance Scope - Escalators

A. Repair or replace, as and when required:

1. All mechanical, electrical and electronic parts required for the automatic operations of the escalator, including, but not limited to:

- a. Steps
- b. Step rollers
- c. Step tracks
- d. Step and handrail drive chains and sprockets
- e. Handrails
- f. Handrail guides and tensioning system
- g. Rotation and direction detecting switches
- h. Manual and automatic safety switches
- i. Machine
- j. Bearings
- k. Brake
- l. Brake lining
- m. Rotating electrical equipment
- n. Brake and relay coils
- o. Controller parts
- p. Discrete and chop logic devices
- q. Power devices
- r. Wiring
- s. Comb plates
- t. Interior truss lights
- u. Skirt panel and deck cover fastening systems, including adhesives
- v. Maintenance instructions including manuals, log books, wiring diagrams and site training devices.

2. The parts listed above must be readily available within 2 hours.

B. Except where damage has been caused by malfunction of items covered by these specifications, do not repair or replace exterior architectural finish materials on balustrades and decking without a separate purchase order from City.

3.03 Equipment Performance

A. As a minimum standard, maintain the escalators at all times in "as-new" condition.

B. Maintain and adjust the equipment so that:

1. No obvious or objectionable bumps, as determined solely by City, can be felt at any point while riding on the escalator.

2. The escalator carries rated load at rated speed within the ratings of the drive machine.

C. Maintain reversibility of escalators. Run in reverse, off hours, if necessary, with City's advance written approval.

D. Inspect and tighten skirt and desk panels, and replace such panels if they are damaged or worn by escalator steps. Contractor will maintain and repair fastening systems for these panels, including adhesives.

PART 4. Other Services

When Vendor encounters a need for repairs that it deems Other Services, Vendor shall submit to the City a proposal for corrections, alterations, and additions. Such proposals shall include a time within which completion shall occur, once the work is approved. Upon written approval by the City, by receipt of a purchase order, complete all required repairs.

To the extent that Other Services, as defined above, are required, Contractor shall charge an approved hourly rate and be reimbursed for materials based on the list price less a percent discount. See the provisions under Instructions for Respondents and Supplement Terms and Conditions regarding catalogue pricing.

Other Services are subject to the same response times established for Basic Services.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or SEPTEMBER 1, 2012, whichever is later. This contract shall terminate on SEPTEMBER 30, 2015.

Renewals.

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

Temporary Short Term Extensions.

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

All or None Proposal.

City of San Antonio will make award to one respondent only.

Catalog Discount Pricing.

It is agreed that any published price list(s) may be superseded or replaced during the contract period only if such list is published by the manufacturer for industry wide use. If Vendor's catalog is a compilation of products from various manufacturer's, then the product pricing for a particular manufacturer's products may be superseded or replaced if that manufacturer's price increase is published for industry wide use. Vendor must be able to substantiate the price increase to City's satisfaction.

A revised price list must be submitted to City in the same format as the originally submitted price list, unless a different format is approved by City. It is agreed that any price list provided other than the manufacturer's price list may not be superseded or replaced during the contract period. (*NOTE: Discounts accepted as part of this proposal are not subject to revision.*)

A written notice stipulating in detail the changes of a price list must be furnished and approved by the City before revisions go into effect.

All price lists submitted with the proposal, or approved revisions, are hereby incorporated into this contract by reference.

Internal / External Catalog.

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

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

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

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

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

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

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

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

Catalog Updates.

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

Proposal Bonds.

Respondent must submit a proposal bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of \$10,000. The Proposal Bond shall be valid for 120 days following the deadline for submission of bids. The Proposal Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Respondent is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any bids received without a Proposal Bond will be disqualified.

For hard copy proposal, the proposal bond must accompany the bid. For electronic submissions, Respondent must provide the original bid bond to the Office of the City Clerk prior to bid opening in accordance with the instructions for hard copy submissions.

Payment Bond.

Contractor shall provide a payment bond as security for all persons supplying labor and material in the performance of this contract. Said bond shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the amount of \$200,000.00. This bond shall remain in effect for the contract's duration. Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253 and the Texas Property Code, chapter 53. This bond must be executed and delivered to City prior to commencement of work under this contract. Any repairs exceeding the bond's value must be approved separately, and Contractor must supply a supplemental payment bond, meeting the same requirements herein, to cover the incremental increase between this bond's value and the cost of the repair.

Performance Bond.

Contractor shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the amount of \$200,000.00. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract. Any repairs exceeding the bond's value must be approved separately, and Contractor must supply a supplemental performance bond, meeting the same requirements herein, to cover the incremental increase between this bond's value and the cost of the repair.

Insurance

Prior to the commencement of any work under this Contract, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, Purchasing Division, which shall be clearly labeled "Annual Contract for Elevator and Escalator Maintenance at the San Antonio Airport System" 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. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Contract until such certificate and endorsements have been received and approved by City's Finance Department, Purchasing Division. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

City reserves the right to review the insurance requirements of this Article during the effective period of this Contract 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 Contract. In no instance will City allow modification whereby City may incur increased risk.

A Vendor's financial integrity is of interest to City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by City, Vendor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension here of, at Vendor'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:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Vendor herein, and provide a certificate of insurance and endorsement that names Vendor and City as additional insureds. Vendor shall provide 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 Contract. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

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

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

Vendor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

Name 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 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 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 City; and

Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Vendor'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 Contract.

In addition to any other remedies City may have upon Vendor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, City shall have the right to order Vendor to stop work hereunder, and/ or withhold any payment(s) which become due to Vendor hereunder until Vendor demonstrates compliance with the requirements hereof.

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

It is agreed that Vendor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by City for liability arising out of operations under this Contract.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Contract and that no claim or action by or on behalf of City shall be limited to insurance coverage provided.

Vendor and any subcontractors are responsible for all damage to their own equipment and/or property.

Prevailing Wage Rate.

Contractor shall comply with the Wage and Labor Standard Provisions stated below and prevailing wage rates attached hereto and incorporated herein for all purposes as Attachment No. G.

After award of contract, Contractor shall contact City's Labor Compliance office in order to obtain instructions for electronic submission of certified payrolls. This information may be provided at a pre-construction meeting, if one is arranged. Otherwise, it shall be Contractor's responsibility to obtain the necessary information.

City of San Antonio
Capital Improvements Management Services Department
Labor Compliance Office
114 W. Commerce, 9th Floor
San Antonio, Texas 78205
Phone: (210) 207-2146 or
laborcomplianceoffice-lco@sanantonio.gov

Wage and Labor Standard Provisions - City of San Antonio Funded Construction.

General Statement.

For all City of San Antonio funded public works construction contracts, the City of San Antonio, in accordance with Texas Government Code Section 2258, requires that not less than the general prevailing wage rates (minimum hourly base pay and minimum hourly fringe benefit contribution) for work of similar character be paid to contractor and subcontractor employees. These wage rates are derived from the most current applicable federal prevailing wage rates as published by the United States Department of Labor, Dallas, Texas and authority of Ordinance Nos. 60110 and 71312 as amended and passed by the City Council of the City of San Antonio.

Any deviation from Wage and Labor Standard Provisions compliance shall be cause for City's withholding either periodic interim or final payment to the contractor until such deviations are properly corrected.

Labor Compliance Office Responsibilities.

The Labor Compliance Office, Capital Improvements Management Services Department, City of San Antonio, is primarily responsible for all Wage and Labor Standard Provisions investigation and enforcement and will monitor contractor/subcontractor practices to assure the Director of Capital Improvements Management Services Department that:

Appropriate weekly compliance statements and payroll records are submitted to the City by the contractor/subcontractors and that such are reviewed for compliance with the Wage and Labor Standard Provisions.

Apprentices/trainees working on the project are properly identified by the contractor/subcontractor on payroll records and documented as being included in programs currently sanctioned by appropriate federal or state regulatory agencies.

Applicable Wage Determination Decisions, including any applicable modifications and related statements must be posted at the work-site by the contractor and that proper job classification and commensurate minimum hourly base and fringe wage rates are paid.

Employees are periodically interviewed (at random) to assurance of proper work classification and wage rates.

The Labor Compliance Office will investigate all allegations that no person employed by contractor/subcontractor is induced against his will, by any means, to give up any part of the compensation to which he is otherwise entitled.

That any and all periodic administrative directives to the Labor Compliance Office from the Director of Capital Improvements are being implemented. For purpose of these Wage and Labor Standard Provisions, the Director of Capital Improvements Management Services (CIMS) means the Director of CIMS, his successor, or his designee.

Claims & Disputes Pertaining To Wage Rates.

Claims and disputes not promptly and routinely settled by the contractor/subcontractor and employee pertaining to wage rates, or to job classifications of labor employed regarding the work covered by this contract, shall be reported by the employee in writing, within sixty (60) calendar days of employee's receipt of any allegedly incorrect classification, wage or benefit report, to the Labor Compliance Office, City of San Antonio for further investigation. Claims and disputes not reported by the employee to the City's Wage & Hour Office in writing within the sixty (60) calendar day period shall be deemed waived by the employee for the purposes of the City administering and enforcing the City's contract rights against the contractor on behalf of the employee. Waiver by the employee of this City intervention shall not constitute waiver by the City to independently pursue contractual rights it has against the contractor/subcontractor for breach of contract and other sanctions available to enforce the Wage and Labor Standard Provisions.

Breach Of Wage And Labor Standard Provisions.

The City of San Antonio reserves the right to terminate its contract for cause if the contractor/subcontractors shall for cause if the contractor/subcontractors shall knowingly and continuously breach, without timely restitution or cure, any of these governing Wage and Labor Standard Provisions. A knowing and unremedied proven violation of these Wage and Labor Standard Provisions may also be grounds for debarment of the contractor/subcontractor from future City of San Antonio contracts for lack of responsibility, as determined by the City of San Antonio. Recurrent violations, whether remedied or not, will be considered by the Director of Capital Improvements Management Services Department when assessing the responsibility history of a potential contractor/subcontractor prior to competitive award of future Project Management Office projects. The general remedies stated in this paragraph 4. above, are not exhaustive and not cumulative for the City reserves legal and contractual rights to other specific remedies outlined herein below and in other parts of this contract and as are allowed by applicable City of San Antonio ordinances, state and federal statutes.

Employment Of Laborers/Mechanics Not Listed In Wage Determination Decision.

In the event that a contractor/subcontractor discovers that construction of a particular work element requires a certain employee classification and skill that is not listed in the wage determinations decision the original contract documents, contractor/subcontractors will make prompt inquiry (before bidding, if possible) to the Labor Compliance Office identifying that class of laborer/mechanics not listed in the wage determination decision who are intended to be employed, or who are being employed, under the contract. Using his best judgment and information resources available to him at the time, and any similar prior decisions, the Director of Capital Improvements Management Services Department, City of San Antonio shall classify said laborers/mechanics by issuing a special local wage determination decision to the contractor/subcontractor, which shall be enforced by the Labor Compliance Office.

Minimum Wage.

All laborers/mechanics employed to construct the work governed by this contract shall be paid not less than weekly the full amount of wages due (minimum hourly base pay and minimum hourly fringe benefit contribution for all hours worked, including overtime) for the immediately preceding pay period computed at wage and fringe rates not less than those contained in the wage determination decision included in this contract. Only payroll deductions as are mandated by state or federal law and those legal deductions previously approved in writing by the employee, or as are otherwise permitted by state or federal law, may be withheld by the contractor/subcontractor.

Should the contractor/ subcontractor subscribe to fringe benefit programs for employees, such programs shall be fully approved by the City in adopting a previous U.S. Department of Labor (DOL) decision on such fringe benefit programs or by applying DOL criteria in rendering a local decision on the adequacy of the fringe benefit programs. The approved programs shall be in place at the time of City contract execution and provisions thereof disclosed to the Labor Compliance Office, City of San Antonio, for legal review prior to project commencement.

Regular contractor/subcontractor contributions made to, or costs incurred for, approved fringe benefit plans, funds or other benefit programs that cover periods of time greater than the one week payroll periods of time period (e.g. monthly or quarterly, etc.) shall be prorated by the contractor/subcontractor on weekly payroll records to reflect the equivalent value of the hourly and weekly summary of fringe benefits per employee.

Overtime Compensation Non-Federally Funded Projects.

No contractor/subcontractor contracting for any part of the City of San Antonio funded contract work (except for worksite related security guard services) which may require or involve the employment of laborers/ mechanics shall require or permit any laborer/mechanic in any seven (7) calendar day work period in which he or she is employed on such work to work in excess of 40 hours in such work period unless said laborer/ mechanic receives compensation at a rate not less than one and one-half times the basic hourly rate of pay for all hours worked in excess of 40 hours in a seven (7) calendar day work period. Fringe benefits must be paid for straight time and overtime; however, fringe benefits are not included when computing the overtime rate.

Payment of Cash Equivalent Fringe Benefits.

The contractor/subcontractor is allowed to pay a minimum hourly cash equivalent of minimum hourly fringe benefits listed in the wage determination decision in lieu of the contribution of benefits to a permissible fringe benefit plan for all hours worked including overtime as described in paragraph 6 above. An employee is not allowed to receive less than the minimum hourly basic rate of pay specified in the wage determination decision.

Work Conducted On Holidays-Non-Federally Funded Projects.

If a laborer/mechanic is employed in the normal course and scope of his or her work on the jobsite on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and Martin Luther King, Jr. Day, or the calendar days observed as such in any given year, work performed shall be paid for at no less than one and one half (1 1/2) times the regular minimum hourly base pay regardless of the total number of the laborer/mechanic has accumulated during the pay period.

Underpayment Of Wages Or Salaries.

When a "full investigation" (as called for in and as construed under Texas Government Code Section 2258, establishes underpayment of wages by contractor/subcontractor to its laborers/mechanics employed upon the work covered by its contract with the City of San Antonio, the City shall withhold an amount from the contractor, out of any payments (Interim progress and/or final) due the contractor, the City of San Antonio may consider necessary to secure ultimate payment by the appropriate party to such laborers/mechanics, of full wages plus possible penalty (see b. below). The amount withheld, excluding any possible penalty to be retained by City, may be disbursed at an appropriate time after "full investigation" by the City of San Antonio, for and on behalf of the contractor/subcontractor (as may be appropriate), to the respective laborers/mechanics to whom the same is due or on their behalf to fringe benefit plans, funds or programs for any type of minimum fringe benefits prescribed in the applicable wage determination decision.

Texas Government Code Section 2258, states that the contractor shall forfeit as a penalty to the City of San Antonio the sum of sixty dollars (\$60.00) for each calendar day, or portion thereof, for each laborer, workman, or mechanic, who is paid less than the said stipulated rate for any work done under this contract, whether by the contractor himself or by any subcontractor working under him. Pursuant to and supplemental to this statutory authority, the City of San Antonio and the contractor/subcontractor contractually acknowledge and agree that said sixty dollar (\$60.00) statutory penalty shall be construed by and between the City of San Antonio and the contractor/subcontractor as liquidated damages and will apply to any violations of paragraphs 6, 7, or 9 herein, resulting from contractor/subcontractor underpayment violations.

If unpaid or underpaid workers cannot be located by the Contractor of the City after diligent efforts to accomplish same, the contractor report the wages as "unclaimed property" in accordance to Texas State law.

The City of San Antonio requires that the prime contractor send to the Labor Compliance Office a copy of the supporting documentation for the unclaimed property submitted to the State.

Displaying Wage Determination Decisions/and Notice To Laborers/Mechanics Statement.

The applicable wage determination decision as described in the "General Statement" (and as specifically included in each project contract), outlining the various worker classifications and mandatory minimum wages and minimum hourly fringe benefit deductions, if any, of laborers/mechanics employed and to be employed upon the work covered by this contract, shall be displayed by the contractor/ subcontractor at the site of work in a conspicuous and prominent public place readily and routinely accessible to workmen for the duration of the project. In addition, the contractor/subcontractor agrees with the contents of the following statement, and shall display same, in English and Spanish, near the display of the wage determination decision:

Notice to Laborers/Mechanics.

Both the City of San Antonio and the contractor/subcontractor agree that you must be compensated with not less than the minimum hourly base pay and minimum hourly fringe benefit contribution in accordance with the wage rates publicly posted at this jobsite and as are applicable to the classification of work you perform.

Additionally, you must be paid not less than one and one-half times your basic hourly rate of pay for any hours worked over 40 in any seven (7) calendar day work period, and for any work conducted on the following holidays: New Year's Day, Memorial Day, Fourth of July; Labor Day, Thanksgiving Day, Christmas Day, and Martin Luther King Day or the calendar days observed as such in any given year.

Apprentice and trainee hourly wage rates and ratios apply only to apprentices and trainees recognized under approved Federal, or State, apprenticeship training program registered with the Bureau of Apprenticeship and Training, U.S. Dept. of Labor.

If you believe that your employer is not paying the posted minimum wage for the type of work you do, you must make direct inquiry to the employer and inquire in writing within sixty (60) calendar days of your receipt of any allegedly incorrect wage or benefit check or report, to the City of San Antonio Labor Compliance Office, Capital Improvements Management Services Department, P.O. Box 839966, San Antonio, Texas 78283-3966. It is mandatory that the worker promptly file written inquiry of any allegedly incorrect wage or benefit checks or reports with the City of San Antonio, Labor Compliance Office within the sixty (60) calendar day period so that they do not waive your potential right of recovery under the provisions of the City of San Antonio Project Management Office contract that governs this project.

Both the City of San Antonio and the contractor/subcontractor agree that no laborer/mechanic who files a complaint or inquiry concerning alleged underpayment of wages or benefits shall be discharged by the employer or in any other manner be discriminated against by the employer for filing such complaint or inquiry.

Payrolls & Basic Payroll Records.

The contractor and each subcontractor shall prepare payroll reports in accordance with the "General Guide lines" instructions furnished by the Labor Compliance Office of the City of San Antonio such payroll submittals shall contain the name and address of each such employee, his correct labor classification, rate of pay, daily and weekly number of hours worked, any deductions made, and actual basic hourly and fringe benefits paid. The contractor shall submit payroll records each week, and no later than seven (7) working days following completion of the workweek being processed, to the Labor Compliance Office, City of San Antonio. These payroll records shall include certified copies of all payrolls of the contractor and of his subcontractors, it being understood that the contractor shall be responsible for the submission and general mathematical accuracy of pay rolls from all his subcontractors. Each such payroll submittal shall be on forms deemed satisfactory to the City's Labor Compliance Office and shall contain a "Weekly Statement of Compliance*", as called for by the contract documents. Such payrolls will be forwarded to Capital Improvements Management Services, Labor Compliance Office, City of San Antonio, P.O. Box 839966, San Antonio, Texas 78283-3966.

This contract is subject to contract compliance tracking, and the prime contractor and any subcontractors are required to provide any noted and/or requested contract compliance-related data electronically in the Labor Compliance Electronic Certified Payrolls System. The prime contractor and all subcontractors are responsible for responding by any noted response date or due date to any instructions or request for information, and to check the City of San Antonio Labor Compliance Electronic Certified Payrolls System on a regular basis to manage contact information and contract records. The prime contractor is responsible for ensuring all subcontractors have completed all requested items and that their contact information is accurate and up-to-date. The City of San Antonio Labor Compliance Office may require additional information related to the contract to be provided electronically through the system at any time before, during, or after contract award.

Information related to contractor access of the system will be provided to a designated point of contact with each contractor upon award of the contract.

Copies of payroll submittals and basic supporting payroll records of the contractor/subcontractors accounting for all laborers/mechanics employed under the work covered by this contract shall be maintained during the course of the work and preserved for a period of three (3) years after completion of the project. The contractors/subcontractors shall maintain records which demonstrate: any contractor commitment to provide fringe benefits to employees as may be mandated by the applicable wage determination decision, that the plan

or program is adjudged financially responsible by the appropriate approving authority, (i.e. U. S. Department of Labor, U.S. Department of Treasury, etc.), and that the provisions, policies, certificates, and description of benefits of the plan or program as may be periodically amended, have been clearly communicated in a timely manner and in writing, to the laborers/mechanics affected prior to their performing work on the project.

The contractor/subcontractor shall make the above records available for inspection, copying, or transcribing by authorized representatives of the City of San Antonio at reasonable times and locations for monitoring compliance with this contract.

All certified payrolls submitted to the Labor Compliance Office are deemed true and accurate. If upon review of the certified payrolls, wage underpayment violations are identified and noted, restitution will be calculated and penalties will be issued to the prime contractor of the project. In order to refute a wage violation, the contractor/subcontractor must provide supporting documentation to the Labor Compliance Office for review and consideration.

Labor Disputes.

The contractor/subcontractor shall immediately notify the Project Management Office or designated representative of any actual or impending contractor/subcontractor labor dispute which may affect, or is affecting, the schedule of the contractor's, or any other contractor's/subcontractor's work. In addition, the contractor/subcontractor shall consider all appropriate measures to eliminate or minimize the effect of such labor disputes on the schedule, including but not limited to such measures as: promptly seeking injunctive relief if appropriate; seeking appropriate legal or equitable actions or remedies; taking such measures as establishing a reserved gate, as appropriate; if reasonably feasible, seeking other of supply or service; and any other measures that may be appropriately utilized to mitigate or eliminate the jobsite and scheduling effects of the labor dispute.

Complaints, Proceedings, or Testimony By Employees.

No laborers/mechanics to whom the wage, salary, or other labor standard provisions of this contract are applicable shall be or in any other manner discriminated against by the contractor/subcontractors because such employee has filed any formal inquiry or complaint or instituted, or caused to be instituted, any legal or equitable proceeding or has testified, or is about to testify, in any such proceeding under or relating to the wage and labor standards applicable under this contract.

Employee Interviews to Assure Wage and Labor Standard Compliance.

Contractor/subcontractors shall allow expeditious jobsite entry of City of San Antonio Labor Compliance representatives displaying and presenting proper identification credentials to the jobsite superintendent or his representative. While on the jobsite, the Labor Compliance representatives shall observe all jobsite rules and regulations concerning safety, internal security and fire prevention. Contractor/subcontractors shall allow project employees to be separately and confidentially interviewed at random for a reasonable duration by the Labor Compliance representatives to facilitate compliance determinations regarding adherence by the contractor/subcontractor to these Wage and Labor Standard Provisions.

"Anti-Kickback" Provision.

No person employed in the construction or repair of any City of San Antonio public work shall be induced, by any, to give up to any contractor/subcontractor or public official or employee any part of the hourly and/or fringe benefit compensation to which he is otherwise entitled.

"False or Deceptive Information Provision".

Any person employed by the contractor/subcontractor in the construction or repair of any City of San Antonio public work, who is proven to have knowingly and willfully falsified, concealed or covered up by any deceptive trick, scheme, or device a material fact, or made any false, fictitious or fraudulent statement or representation, or made or used any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be permanently removed from the jobsite by contractor/subcontractor. The City of San Antonio reserves the right to terminate its contract for cause as a result of serious and uncured violations of this provision.

Employment of Apprentices/Trainees.

Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship & Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship & Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor/subcontractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in (b) below or is not registered or otherwise employed as stated above, shall be paid the wage rate for the classification of work he actually performs. The contractor/subcontractor is required to furnish to the Labor Compliance Office of the City of San Antonio, a copy of the certification, along with the payroll record that the employee is first listed on. The wage rate paid apprentices shall be not less than the specified rate in the registered program for the apprentice's level of progress expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination decision.

Trainees will be permitted to work at less than the predetermined rate for the work performed when they are employed pursuant to an individually registered program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen shall not be greater than that permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress. Any employee listed on the payroll at a trainee wage rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the wage rate determined by the classification of work he actually performs. The contractor/subcontractor is required to furnish a copy of the trainee program certification, registration of employee-trainees, ratios and wage rates prescribed in the program, along with the payroll record that the employee is first listed on, to the Labor Compliance Office of the City of San Antonio. In the event the Employment and Training Administration withdraws approval of a training program, the contractor/subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved by the Employment and Training Administration.

Paragraphs above shall not operate to exclude training programs approved by the OFCCP, United States Department of Labor and as adopted by the Associated General Contractors (AGC) of Texas, Highway, Heavy, Utilities and Industrial Branch. Guidelines for these training programs shall be the same as those established for federally funded projects. This sub-paragraph shall not apply to those portions of a project deemed to be building construction.

The Ratio to Apprentice to Journeyman for this project shall be the same as the ratio permitted under the plan approved by the Employment and Training, Administration, Bureau of Apprenticeship and Training, U.S. Department of Labor, by Craft. A copy of the allowable Ratios is included with the applicable Wage Determination Decision in the specifications for this project.

When "full investigation" as called for in, and as construed under, Texas Government Code Section 2258, evidences a violation of the Apprentice or Trainee to Journeyman ratios effective for contractor/subcontractor employees working on this contract, the City of San Antonio, in addition to such other rights as may be afforded it under state and/or federal law and/or other sections of its contract, shall withhold from the contractor, out of any payments (interim progress and/or final) due the contractor, the liquidated damages sum of seventy-five dollars (\$75.00) for each calendar day, or portion thereof, for each certified Apprentice or Trainee employee assigned to a Journeyman that exceeds the maximum allowable Apprentice/ Trainee to Journeyman ratio stipulated for any work done under this contract, whether by the contractor himself or by any subcontractor working under him.

Jobsite Conditions.

Contractors/subcontractors shall not allow any person employed for the project to work in surroundings or under construction conditions which are unsanitary, unhealthy, hazardous, or dangerous as governed by industry standards and appropriate local, state and federal statutes, ordinances, and regulatory guidelines.

Employment Of Certain Persons Prohibited.

The contractor/subcontractor shall knowingly only employ persons of appropriate ages commensurate with the degree of required skill, strength, maturity and judgment associated with the activity to be engaged in, but not less than the age of fourteen (14) years, as governed by the Child Labor Law found at Chapter 51 of the Texas Labor Code "Child Labor" Texas Department of Labor and Standards rulings and interpretations associated with that statute. It is hereby noted that in some circumstances generally governed by this section, a federal statute (see: Fair Labor Standards Act, 29 US CS Section 212; Volume 6A of the Bureau of National Affairs Wage Hour Manual at Paragraph 96.i; "Child Labor Requirements in Nonagricultural Occupations" WH Publication 1330, July 1978 as may be amended), could pre-empt the Texas Statute and therefore be the controlling law on this subject. The contractor/subcontractor should seek clarification from state and federal agencies and legal counsel when hiring adolescent employees for particular job classifications.

Prohibited persons not to be employed are also those persons who, at the time of employment for this contract, are serving sentence in a penal or correctional institution except that prior approval by the Director of Capital Improvements Management Services is required to employ any person participating in a supervised work release or furlough program that is sanctioned by appropriate state or federal correctional agencies.

The Contractor/subcontractors shall be responsible for compliance with the provisions of the "Immigration Reform and Control Act of 1986" Public Law 99-603, and any related State enabling or implementing statutes, especially as they in combination apply to the unlawful employment of aliens and unfair immigration-related employment practices affecting this contract.

Provisions to Be Included In Subcontracts.

The contractor shall cause these Wage and Labor Standard Provisions, or reasonably similar contextual adaptations hereof, and any other appropriate state and federal labor provisions, to be inserted in all subcontracts relative to the work to bind subcontractors to the same Wage and Labor Standards as contained in these terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors or sub-subcontractors and to give the contractor similar, if not greater, general contractual authority over the subcontractor or subcontractors as the City of San Antonio may exercise over the contractor.

Contractor's Responsibility.

The City of San Antonio will hold the prime contractor responsible for ensuring that his subcontractors comply with the Wage and Labor Standards Provisions.

Workers' Compensation.

Definitions:

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

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

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

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

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

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

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

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

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

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

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

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

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

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

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

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

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

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

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

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

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

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

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

misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

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
- Attachment A – Part Two – Experience, Background and Qualifications
- Attachment A – Part Three – Proposed Plan
- Attachment B – Price Schedule
- Attachment C – Discretionary Contracts Disclosure Form
- Attachment D – Litigation Disclosure Form
- Attachment E – Aviation Badging Requirements
- Attachment F – Prevailing Wage Rates
- Attachment G – Proposal Checklist

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

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

Invoicing and Payment.

Address for Invoices. All original invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required On Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the

quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

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

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

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

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

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

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 may be approved by the Director, provided that such change orders are made in writing and conform to the requirements of City ordinance 2011-12-08-1014, as amended.

Any other change will require approval of the City Council, City of San Antonio.

Changes that do no involved an increase in contract price may, however, be made by the Director.

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

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

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

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

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic.

Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

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.

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

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

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

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

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

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with the City's Commercial Nondiscrimination Policy, as described under Section IILC.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.

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, 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.**

007 - SIGNATURE PAGE

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

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

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

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

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

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 Information

Please Print or Type

Vendor ID No. _____

Signer's Name _____

Name of Business _____

Street Address _____

City, State, Zip Code _____

Email Address _____

Telephone No. _____

Fax No. _____

City's Solicitation No. _____

Signature of Person Authorized to Sign Proposal

008 - STANDARD DEFINITION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sealed Proposal - a proposal submitted as a sealed document, 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.

009 - ATTACHMENTS

RFCSP ATTACHMENT A, PART ONE

GENERAL INFORMATION

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

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

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

Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____
 Partnership
 Corporation If checked, check one: For-Profit Nonprofit
Also, check one: Domestic Foreign
 Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

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

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

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

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

List Related Companies:

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ___ No ___

4. Is Respondent authorized 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.

REFERENCES

Provide three (3) references, 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.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

RFCSP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

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

Provide documentation for TDLR registration.

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.

Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.

List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.

If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past.

Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.

State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.

Has Respondent's firm been in existence for 10 years? State the type of services being performed over the course of 10 years.

Describe what makes working in an airport environment unique. Describe experience working in an airport environment and include how you have dealt with it.

Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

RFCSP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items.

Staffing Plan:

Describe Respondent's Staffing Plan for providing Elevator and Escalator Services. Provide a weekly staffing schedule which indicates the total number of hours to be worked by each job classifications employed on this Project.

For each person to be assigned to work under the contract, provide certifications, licenses, experience and education, 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.

Describe Respondent's plan 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 Airport inventory.

Operating Plan:

Describe the proposed plan to conduct operations, including service categories, specific tasks, staff assigned and schedule of events.

Describe Respondent's Electronic Recordkeeping System and what tools are required to access the data.

Describe your ability to obtain and maintain any necessary proprietary tools and parts (to include spare parts) necessary to perform the maintenance requirements of the scope of services. Provide an inventory of short-term and long-term delivery items.

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

Maintenance Plan:

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

Indicate how Respondent distinguishes minor repairs from major repairs.

Other:

Describe your Safety Plan.

Describe Respondent's Emergency Response plan. Indicate how Respondent will meet the required minimum response time. Include information on how Respondent meets (or will meet) the requirement to (establish) maintain an office that allows the required response.

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

RFCSP ATTACHMENT B

PRICE SCHEDULE

ITEM 1: AIRPORT

ITEM 1a	BASIC SERVICE – TERMINAL A PRIOR TO EQUIPMENT REPLACEMENT		
	Description	Cost per Month	Annual Cost
	Elevator A1 (2009, 3-Stop Hydraulic) Decal # 74219, Serial # 17341	\$	\$
	Elevator B3 (1984, 3-Stop Hydraulic) Decal # 021867, Serial # 5397552	\$	\$
	Elevator B4 (1984, 4-Stop Hydraulic) Decal # 021861, Serial # 6920C10	\$	\$
	Elevator C5 (1984, 3-Stop Hydraulic) Decal # 066159, Serial # 3217451	\$	\$
	Elevator C6 (1984, 3-Stop Hydraulic) Decal # 021868, Serial # 5397C52G-Z	\$	\$
	Subtotal Elevators	\$ _____	\$ _____
	Description (1984 Montgomery Escalators)		
	Escalator 1 Decal # 021871, Serial # CE48154	\$	\$
	Escalator 2 Decal # 021870, Serial # CE48153	\$	\$
	Escalator 3 Decal # 021881, Serial # CP72828	\$	\$
	Escalator 4 Decal # 021872, Serial # CE48155	\$	\$
	Escalator 5 Decal # 021883, Serial # CE48154	\$	\$
	Escalator 6 Decal # 021882, Serial # CE72829	\$	\$
	Escalator 7 Decal # 021869, Serial # CP23554	\$	\$
	Subtotal Escalators	\$ _____	\$ _____
	TOTAL TERMINAL A	\$ _____	\$ _____

ITEM 1b	BASIC SERVICE – TERMINAL A AFTER EQUIPMENT REPLACEMENT OR MODERNIZATION	
Description	Cost per Month	Annual Cost
Elevator B3 (3-Stop Hydraulic)	\$	\$
Elevator B4 (4-Stop Hydraulic)	\$	\$
Elevator C5 (3-Stop Hydraulic)	\$	\$
Elevator C6 (3-Stop Hydraulic)	\$	\$
Subtotal Elevators	\$ _____	\$ _____
Description (unknown at this time)*		
Escalator 1	\$	\$
Escalator 2	\$	\$
Escalator 3	\$	\$
Escalator 4	\$	\$
Escalator 5	\$	\$
Escalator 6	\$	\$
Subtotal Escalators	\$ _____	\$ _____
TOTAL TERMINAL A	\$ _____	\$ _____

* Bidders should provide pricing on Item 1b taking into consideration possible replacement / modernization of the listed equipment during the contract period.

ITEM 2	BASIC SERVICE – TERMINAL B	
Description (2010, 3-stop Hydraulic – KONE)	Cost per Month	Annual Cost
Elevator 1 Decal # 77927, Serial # 175555	\$	\$
Elevator 2 Decal # 77928, Serial # 175556	\$	\$
Elevator 3 Decal # 77929, Serial # 17579-A	\$	\$
Elevator 4 Decal # 77930, Serial # 17579-B	\$	\$
Elevator 5 Decal # 77931, Serial # 17604	\$	\$
Elevator 6 Decal # 77932, Serial # 17541	\$	\$
Subtotal Elevators	\$ _____	\$ _____
Description (2010 KONE Escalators)		
Escalator 1 Decal # 77920, Serial # 20278031	\$	\$
Escalator 2 Decal # 77919, Serial # 20278032	\$	\$
Escalator 3 Decal # 77922, Serial # 20278033	\$	\$
Escalator 4 Decal # 77921, Serial # 20278034	\$	\$
Escalator 5 Decal # 77923, Serial # 20278035	\$	\$
Escalator 6 Decal # 77924, Serial # 20278036	\$	\$
Escalator 7 Decal # 77925, Serial # 20278037	\$	\$
Escalator 8 Decal # 77926, Serial # 20278038	\$	\$
Subtotal Escalators	\$ _____	\$ _____
TOTAL TERMINAL B	\$ _____	\$ _____

ITEM 3	BASIC SERVICE – TERMINAL PARKING GARAGE ELEVATORS		
	Description (1982, 3-Stop Hydraulic)	Cost per Month	Annual Cost
	Short Term – Elevator P-1 Decal # 048551, Serial # CP20204482	\$	\$
	Short Term – Elevator P-2 Decal # 048554, Serial # CP20204481	\$	\$
	Short Term – Elevator P-3 Decal # 048544, Serial # CP20204483	\$	\$
	Description (1999, 5-Stop Hydraulic)		
	Long Term – Elevator P-4 Decal # 036074, Serial # 456594	\$	\$
	Long Term – Elevator P-5 Decal # 036073, Serial # 456593	\$	\$
	Long Term – Elevator P-6 Decal # 041090, Serial # 456595	\$	\$
	Long Term – Elevator P-7 Decal # 041091, Serial # 456596	\$	\$
	TOTAL TERMINAL PARKING GARAGE	\$ _____	\$ _____

ITEM 4	BASIC SERVICE – STINSON MUNICIPAL AIRPORT ELEVATOR		
	Description (2008, 2-stop Hydraulic)	Cost per Month	Annual Cost
	Elevator 1 Decal # 69752, Serial # 34840734	\$	\$
	Elevator Phone Monitoring	\$	\$
	TOTAL STINSON MUNICIPAL AIRPORT	\$ _____	\$ _____

ITEM 5	OTHER SERVICES HOURLY RATE		
	Job Classification	Normal Business Hours Rate	Overtime Rate
	Mechanic		
	Mechanic's Helper		
	Holiday/Weekend Rate		

ITEM 6	DISCOUNT FOR PARTS REQUIRED FOR OTHER SERVICES		
	List Price Less Discounted Percentage _____ %		

RFCSP ATTACHMENT C

DISCRETIONARY CONTRACTS DISCLOSURE FORM

Discretionary Contracts Disclosure Form may be downloaded at
<https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.

Instructions for completing the Discretionary Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

RFCSP ATTACHMENT D
LITIGATION DISCLOSURE FORM

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

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

RFCSP ATTACHMENT E

PROCEDURES FOR OBTAINING AIRPORT PERSONNEL IDENTIFICATION BADGE AND AIRFIELD DRIVER'S LICENSE AT SAN ANTONIO INTERNATIONAL AIRPORT (SAT)

As per FAA/TSA guidelines, a person performing work in the Security Identification Display Area (SIDA), Secured Area, Sterile Area or Airport Operations Area must have a valid Personnel Identification Badge (known as a SAT badge) or be under an airport approved escort by a person having a SAT badge with the white "E" (escort endorsement) on the badge. Furthermore, each badge holder with the white "E" may escort up to two (2) unbadged individuals while keeping same under positive control at all times while in the SIDA, Secured Area, Sterile Area and/or the project site. **Note:** If the person is disqualified from receiving a SAT badge during the badge application process, or becomes disqualified after receiving a SAT badge, the individual can no longer be present anywhere within the SIDA, Secured Area, Sterile area and/or the project areas.

If driving is involved, the person must have a valid SAT badge and the appropriate airfield driver's license to operate a vehicle in the SIDA and/or the project site. If a vehicle escort is required, each SAT badge holder with the white "E" on his badge (and the appropriate airfield driver's license) may escort up to two (2) vehicles if there is only one unbadged person in each vehicle being escorted.

All vehicles operating in the SIDA or the project area must have the appropriate airport approved company signage on the vehicle. The signage must meet the following requirements: Company name must be in at least six inch (6") tall lettering and/or the company logo must be at least twelve inches (12") tall. The signage must be placed on both vertical sides of any self propelled, motorized vehicle at all times while within the SIDA or the project site. If signage is not available, an Airport issued "Top Hat" may be used for vehicles under an airport approved vehicle escort or while parked in the SIDA.

The procedures to obtain an Airport Personnel Identification Badge and/or an airport driver's license are as follows:

A) Airport Personnel Identification Badge (SAT ID Badge):

- 1) The Airport Security Personnel Identification Office (AS PIO) is located at 9623 West Terminal Drive, Bldg. #1322.
- 2) Once an Aviation Department division has notified the AS PIO of an approved City contract which will require the badging of personnel, the Contactor's designated representative for badging must call (210) 207-3526 to schedule an appointment with the AS PIO to make arrangements to become an Authorizing Signatory for all SAT badges to be issued to the Contractor's employees working on the contract. Once the Authorizing Signatory has completed the required procedures (i.e., fingerprint-based Criminal History Records Check (CHRC)), Security Threat Assessment (STA) background check, SIDA training, Authorizing Signatory training, etc.) to receive his SAT badge, he will then be authorized to approve applications for other Contractor employees under his responsibility. **Note:** If an employee of Contractor has been convicted of any of the offenses listed in Exhibit 1 hereto, that employee will be immediately disqualified from obtaining a SAT badge and will be ineligible to perform work at SAT
- 3) All SAT ID badge applications are processed electronically via an online application process. Once the Contractor's Authorizing Signatory has been trained successfully on his responsibilities and completed all phases of the badging process, the website address for Contractor's employees to use to complete the application will be provided. Furthermore, the Authorizing Signatory will be provided instructions on how to setup, use and approve badge applications via the online badging system.
- 4) As of October 1, 2011 badge processing fees are:

Airport Security Badge & ID Office Service	Amount
Fingerprint-based Criminal History Records Check (CHRC)/STA	65.00
Identification Badge (new/renewal/replacement/exchange)	35.00
Non-Returned Identification Badge	75.00
Reactivation of Identification Badge (Security Violation)	
1 st Offense	25.00
2 nd Offense	50.00
3 rd Offense	75.00
Progressive Security Fee Program	Sliding Scale
AOA Parking Decal (for General Aviation leasehold only)	5.00

There is no refund for badge processing fees.

- 5) As part of the badging process, all Contractor employees are required to complete a computer-based SIDA training class. All documents necessary to complete the application process (including obtaining the applicants fingerprints to conduct a CHRC must be completed before the Contractor's employees may attend the computer-based SIDA training class. The class is held on a first come, first served basis and is generally available during the following days/times: Monday – Thursday, 8:00 a.m. – 3:00 p.m., and Friday, 8:00 a.m. – 10:30 a.m. and 1:00 p.m. – 3:00 p.m. The SIDA class takes approximately 45 minutes to 1 hour to complete and the applicant must make a 100% on the final test to successfully complete this stage of the badging process. The SAT badge can only be issued after the applicant successfully completes the SIDA class; the Airport Police completes the CHRC; and the Airport Police receives an approved STA check from the TSA. It can take anywhere from three (3) business days to 2 weeks before the applicant may be issued his SAT badge.
- 6) At the end of the contract, the Contractor's Authorizing Signatory shall return all issued airport identification badges to the AS PIO directly and inform the Aviation Department division that managed the contract that all badges have been returned before final payment for the work can be processed.
- 7) Any lost or stolen SAT ID badge shall be reported to Airport Security immediately by contacting (210) 207-3526 or 207-3433 so the badge can be deactivated. The Contractor's employee must contact Contractor's Authorizing Signatory to make arrangements to complete the necessary paperwork to receive a replacement SAT badge. The Contractor shall be responsible for any fees/fines resulting from the lost, stolen, or otherwise unaccounted for SAT badge.

B) Airfield Driver License:

- 1) Contact the Airport Operations Office (AOO) at 207-3475 for hours of operations and procedures. The Airport Operations Office is located at 457 Sandau Rd., San Antonio, TX 78216. The individual has to show a current valid Texas Driver License, a current valid Airport Personnel Identification Badge and a copy of certificate of insurance document of the individual's employer with the proper coverage must be submitted to the AOO to be kept on file.
- 2) The non-movement classes are held on every Monday at 1:00 P.M., Tuesday and Friday at 9:00 A.M. The movement classes are held every Tuesday at 1:00 P.M. and Thursday at 9:00 A.M. There will be a test at the end of each class. The airfield driver license can only be issued to a person passing the test.
- 3) A copy of the Airfield Driver's Training Program Fees dated Sept. 30, 2008 is attached for the information. Contact with AOO for the current fees. A \$5.00 refund will be issued if the lost license is found within 30 days of the receipt date. For the construction contracts, there is no separate line item on the bid proposal for the costs involved and the costs shall be considered incidental to mobilization expenses.
- 4) The licensed driver can only travel on the areas authorized and use the gate approved by the Airport Police. A driver who loses his or her Airfield Driver License is responsible for reporting the loss immediately to Airport Operations Office. The employee will be responsible to pay the replacement fee for his/her airfield license.
- 5) The company shall have coverage for the vehicles used inside Air Operations Area for the project involved at all times. An Automobile Liability Policy with no less than a Combined, Single Limit for Bodily Injury and Property

Damage of \$5,000,000 per occurrence, or its equivalent in Umbrella or Excess Liability Coverage. In addition, the City of San Antonio must be listed as an "additional insured" in the endorsement section.

The Insurance can be under the Company name if a company vehicle will be used and the vehicle must be listed in the insurance policy either specifically by VIN number or generally by covering all autos owned, leased or operated while conducting business on behalf of the company. If this is a private vehicle covered only by personal insurance, the insurance must be under the drivers name and VIN number must be listed. It is the company's responsibility to notify the Aviation Department for any insurance changes.

- 6) At the end of the project, the authorized Project Manager shall return all airfield driver licenses to Planning and Development and at the end of the return process the final payment for the work can be processed.

EXHIBIT 1 TO ATTACHMENT E

LIST OF DISQUALIFYING CRIMES

AUTHORIZATION FOR FINGERPRINT-BASED CRIMINAL HISTORY RECORDS CHECK

Please read and review the following list of disqualifying criminal offenses as listed in Transportation Security Regulation (TSR) 1542.209 (d).

1. Forgery of certificates, false marking of aircraft, and other aircraft registration violations: 49 USC 46302
2. Interference with air navigation: 49 USC 46308
3. Improper transportation of a hazardous material: 49 USC 46312
4. Aircraft Piracy: 49 USC 46502
5. Interference with flight crew members or flight attendants: 49 USC 46504
6. Commission of certain crimes aboard aircraft in flight: 49 USC 46506
7. Carrying a weapon or explosive aboard aircraft: 49 USC 46505
8. Conveying false information and threats: 49 USC 46507
9. Aircraft piracy outside the special aircraft jurisdiction of the United States: 49 USC 46502(b)
10. Lighting violations involving transporting controlled substances: 49 USC 46315
11. Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements: 49 USC 46314
12. Destruction of an aircraft or aircraft facility: 18 USC 32
13. Murder
14. Assault with intent to murder
15. Espionage
16. Sedition
17. Kidnapping or hostage taking
18. Treason
19. Rape or aggravated sexual abuse
20. Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon
21. Extortion
22. Armed or felony unarmed robbery
23. Distribution of, or intent to distribute, a controlled substance
24. Felony arson
25. Felony Involving a threat
26. Felony involving
 1. Willful destruction of property
 2. Importation or manufacture of a controlled substance
 3. Burglary
 4. Theft
 5. Dishonesty, fraud, or misrepresentation
 6. Possession or distribution of stolen property
 7. Aggravated assault
 8. Bribery
 9. Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than one year
27. Violence at international airports: 18 USC 37
28. Conspiracy or attempt to commit any of the criminal acts listed in this paragraph

ATTACHMENT F - PREVAILING WAGE RATES

General Decision Number: TX120002 04/20/2012 TX2

Superseded General Decision Number: TX20100003

State: Texas

Construction Type: Building

County: Bexar County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including 4 stories). (Use current heavy & highway general wage determination for Paving & Utilities Incidental to Building Construction).

Modification Number	Publication Date
0	01/06/2012
1	04/20/2012

* ASBE0087-001 01/01/2011

	Rates	Fringes
Asbestos/Insulator Worker (Includes application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems.).....	\$ 21.67	7.77

BRTX0001-004 05/01/2011

	Rates	Fringes
BRICKLAYER.....	\$ 24.67	9.02

ELEC0060-001 06/01/2010

	Rates	Fringes
CABLE SPLICER.....	\$ 25.20	3.75+12%
ELECTRICIAN.....	\$ 24.95	3.75+12%

ELEC0060-002 06/01/2009

	Rates	Fringes
ELECTRICIAN (Low Voltage including pulling & installing cable through conduit).....	\$ 19.51	8%+4.92

* ELEV0081-001 01/01/2012

	Rates	Fringes
Elevator Constructor MECHANIC.....	\$ 35.75	23.535

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

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

 ENGI0450-C01 07/01/2009

	Rates	Fringes
Power equipment operators:		
Cranes.....	\$ 29.75	8.75

 IRON0066-C01 06/01/2009

	Rates	Fringes
IRONWORKER (Excluding metal building erectors)		
Structural.....	\$ 18.50	5.15

 MARB0002-001 07/01/2005

	Rates	Fringes
TILE SETTER.....	\$ 18.50	6.10

 PLUM0142-C01 07/01/2011

	Rates	Fringes
Plumbers and Pipefitters (Including HVAC WORK).....	\$ 29.78	9.10

 * SFTX0669-001 04/01/2012

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 25.84	16.47

 SHEE0067-001 04/01/2009

	Rates	Fringes
Sheet metal worker (Including HVAC Duct Work).....	\$ 25.18	10.75

 SUTX1988-002 11/01/1988

	Rates	Fringes
Acoustical Ceiling Installer.....	\$ 12.26	
CARPENTER (Excluding Acoustical Ceiling Installer & Drywall Hanger).....	\$ 10.64	
CEMENT MASON/CONCRETE FINISHER...	\$ 11.46	

DRYWALL HANGER.....	\$ 11.88	
GLAZIER.....	\$ 10.78	1.40
IRONWORKER (Excluding Metal Building Assemblers)		
Reinforcing.....	\$ 10.19	3.57
Laborers:		
Mason Tenders.....	\$ 8.36	1.78
Mortar Mixers.....	\$ 8.99	
PLASTERER'S TENDERS.....	\$ 8.68	
Unskilled.....	\$ 7.25	
LATHER.....	\$ 15.25	
PAINTER (Excluding Tapers/Finishers).....	\$ 8.01	
PLASTERER.....	\$ 15.25	
Power equipment operators:		
Front End Loader.....	\$ 7.36	
Roofers:		
Kettlemen.....	\$ 8.85	
Roofers.....	\$ 8.14	
Waterproofers.....	\$ 7.25	
Sheet Metal Worker		
Other Work.....	\$ 11.62	
Taper/Finisher.....	\$ 7.99	
TRUCK DRIVER.....	\$ 7.25	

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

=====
Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

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

Union Identifiers

An identifier enclosed in dotted lines beginning with
characters other than "SU" denotes that the union

classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

RFCSP ATTACHMENT G

PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFCSP Attachment A Part One	
Experience, Background & Qualifications RFCSP Attachment A Part Two	
Proposed Plan RFCSP Attachment A Part Three	
Price Schedule RFCSP Attachment B	
Discretionary Contracts Disclosure form RFCSP Attachment C	
Litigation Disclosure RFCSP Attachment D	
Proposal Bond and Associated Power-of-Attorney	
Proof of Insurability (See RFCSP Section 5) Insurance Provider's Letter Copy of Current Certificate of Insurance	
Financial Information	
* Signature Page (only required for a hard copy submission) RFCSP Section 007.	
Proposal Checklist RFCSP Attachment G	
One (1) Original and one (1) CD of entire proposal in PDF format if submitting in hard copy.	

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

**INTEGRATION AGREEMENT FOR ANNUAL CONTRACT FOR ELEVATOR AND
ESCALATOR MAINTENANCE FOR THE SAN ANTONIO AIRPORT SYSTEM (SAAS)**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")
NO.: 6100001479**

**BETWEEN THE CITY OF SAN ANTONIO, TEXAS
AND
SCHINDLER ELEVATOR CORPORATION**

This Agreement is entered into by and between the City of San Antonio, Texas, a home-rule municipal corporation ("City"), by and through its Director of Finance or said Director's designee, and Schindler Elevator Corporation ("Contractor"), both of which may be referred to herein collectively as the "Parties".

WHEREAS, City issued its RFCSP for elevator and escalator maintenance for the San Antonio Airport Systems; and

WHEREAS, Contractor submitted a proposal in response to City's RFCSP; and

WHEREAS, City issued a request for Best & Final Offers ("BAFO"), to which Contractor submitted a response; and

WHEREAS, Contractor's response to City's BAFO contained pricing that was contingent, in part, upon the occurrence of a condition precedent, relying on pricing from its original proposal, in part, should the condition not occur; and

WHEREAS, as City has concluded that the condition precedent will not occur, the Parties wish to restate the pricing proposed by Contractor in one document for ease of reference, and to correct mathematical errors contained in Contractor's BAFO; and

WHEREAS, Parties acknowledge that this Integration Agreement does not reflect new or different pricing from Contractor's original proposal and BAFO;

NOW THEREFORE, the Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

1. CONTRACT DOCUMENTS

The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below:

- a. This Integration Agreement;

- b. City's Request for Competitive Sealed Proposal No.: 6100001479, including all attachments and addendums thereto; and
- c. Contractor's proposal submitted in response to City's RFCSP, including Contractor's Best & Final Offer.

2.0 PRICE SCHEDULE

This Integration Agreement reflects the final pricing proposed by Contractor and accepted by City.

ITEM 1a	BASIC SERVICE – TERMINAL A PRIOR TO EQUIPMENT REPLACEMENT/MODERNIZATION	
Description	Cost per Month	Annual Cost
Elevator A1 (2009, 3-Stop Hydraulic) Decal # 74219, Serial # 17341	\$327.00	\$3,924.00
Elevator B3 (1984, 3-Stop Hydraulic) Decal # 021867, Serial # 5397552	\$324.00	\$3,888.00
Elevator B4 (1984, 4-Stop Hydraulic) Decal # 021861, Serial # 6920C10	\$331.00	\$3,972.00
Elevator C5 (1984, 3-Stop Hydraulic) Decal # 066159, Serial # 3217451	\$327.00	\$3,924.00
Elevator C6 (1984, 3-Stop Hydraulic) Decal # 021868, Serial # 5397C52G-Z	\$324.00	\$3,888.00
Subtotal Elevators	\$1,633.00	\$19,596.00
Description (1984 Montgomery Escalators)	Cost per Month	Annual Cost
Escalator 1 Decal # 021871, Serial # CE48154	\$723.00	\$8,676.00
Escalator 2 Decal # 021870, Serial # CE48153	\$723.00	\$8,676.00
Escalator 3 Decal # 021881, Serial # CP72828	\$723.00	\$8,676.00
Escalator 4 Decal # 021872, Serial # CE48155	\$723.00	\$8,676.00
Escalator 5 Decal # 021883, Serial # CE48154	\$723.00	\$8,676.00
Escalator 6 Decal # 021882, Serial # CE72829	\$723.00	\$8,676.00

Escalator 7 Decal # 021869, Serial # CP23554	\$723.00	\$8,676.00
Subtotal Escalators	\$5,061.00	\$60,732.00
TOTAL TERMINAL A	\$6,694.00	\$80,328.00

ITEM 1b	BASIC SERVICE – TERMINAL A AFTER EQUIPMENT REPLACEMENT/MODERNIZATION	
Description (unknown at this time)*	Cost per Month	Annual Cost
Elevator B3 (3-Stop Hydraulic)	\$324.00	\$3,888.00
Elevator B4 (4-Stop Hydraulic)	\$331.00	\$3,972.00
Elevator C5 (3-Stop Hydraulic)	\$327.00	\$3,924.00
Elevator C6 (3-Stop Hydraulic)	\$324.00	\$3,888.00
Subtotal Elevators	\$1,306.00	\$15,672.00
Description (unknown at this time)*	Cost per Month	Annual Cost
Escalator 1	\$723.00	\$8,676.00
Escalator 2	\$723.00	\$8,676.00
Escalator 3	\$723.00	\$8,676.00
Escalator 4	\$723.00	\$8,676.00
Escalator 5	\$723.00	\$8,676.00
Escalator 6	\$723.00	\$8,676.00
Subtotal Escalators	\$4,338.00	\$52,056.00
TOTAL TERMINAL A	\$5,644.00	\$67,728.00

* Bidders should provide pricing on Item 1b taking into consideration possible replacement / modernization of the listed equipment during the contract period. Elevator A1 and Escalator 7

will not be replaced/modernized during the contract period. As such, pricing for Elevator A1 and Escalator 7 will be per Item 1a for entire contract period.

ITEM 2	BASIC SERVICE – TERMINAL B	
Description (2010, 3-stop Hydraulic – KONE)	Cost per Month	Annual Cost
Elevator 1 Decal # 77927, Serial # 175555	\$237.50	\$2,850.00
Elevator 2 Decal # 77928, Serial # 175556	\$237.50	\$2,850.00
Elevator 3 Decal # 77929, Serial # 17579-A	\$237.50	\$2,850.00
Elevator 4 Decal # 77930, Serial # 17579-B	\$237.50	\$2,850.00
Elevator 5 Decal # 77931, Serial # 17604	\$237.50	\$2,850.00
Elevator 6 Decal # 77932, Serial # 17541	\$237.50	\$2,850.00
Subtotal Elevators	\$ 1,425.00	\$17,100.00
Description (2010 KONE Escalators)	Cost per Month	Annual Cost
Escalator 1 Decal # 77920, Serial # 20278031	\$629.00	\$7,548.00
Escalator 2 Decal # 77919, Serial # 20278032	\$629.00	\$7,548.00
Escalator 3 Decal # 77922, Serial # 20278033	\$629.00	\$7,548.00
Escalator 4 Decal # 77921, Serial # 20278034	\$629.00	\$7,548.00
Escalator 5 Decal # 77923, Serial # 20278035	\$629.00	\$7,548.00
Escalator 6 Decal # 77924, Serial # 20278036	\$629.00	\$7,548.00
Escalator 7 Decal # 77925, Serial # 20278037	\$629.00	\$7,548.00
Escalator 8 Decal # 77926, Serial # 20278038	\$629.00	\$7,548.00
Subtotal Escalators	\$5,032.00	\$ 60,384.00
TOTAL TERMINAL B	\$6,457.00	\$ 77,484.00

ITEM 3	BASIC SERVICE – SHORT TERM PARKING GARAGE PRIOR TO EQUIPMENT REPLACEMENT/MODERNIZATION	
	Description (1982, 3-Stop Hydraulic)	Cost per Month
		Annual Cost
	Short Term – Elevator P-1 Decal # 048551, Serial # CP20204482	\$285.00
		\$3,420.00
	Short Term – Elevator P-2 Decal # 048554, Serial # CP20204481	\$285.00
		\$3,420.00
	Short Term – Elevator P-3 Decal # 048544, Serial # CP20204483	\$285.00
		\$3,420.00
	TOTAL	
	SHORT TERM PARKING GARAGE	\$ 855.00
		\$ 10,260.00

ITEM 3a	BASIC SERVICE – SHORT TERM PARKING GARAGE AFTER EQUIPMENT REPLACEMENT/MODERNIZATION	
	Description (3-Stop Hydraulic)	Cost per Month
		Annual Cost
	Short Term – Elevator P-1	\$285.00
		\$3,420.00
	Short Term – Elevator P-2	\$285.00
		\$3,420.00
	Short Term – Elevator P-3	\$285.00
		\$3,420.00
	TOTAL	
	SHORT TERM PARKING GARAGE	\$855.00
		\$ 10,260.00

* Bidders should provide pricing on Item 3a taking into consideration possible replacement / modernization of the listed equipment during the contract period.

ITEM 4	BASIC SERVICE – LONG TERM PARKING GARAGE	
	Description (1999, 5-Stop Hydraulic)	Cost per Month
		Annual Cost
	Long Term – Elevator P-4 Decal # 036074, Serial # 456594	\$285.00
		\$3,420.00

Long Term – Elevator P-5 Decal # 036073, Serial # 456593	\$285.00	\$3,420.00
Long Term – Elevator P-6 Decal # 041090, Serial # 456595	\$285.00	\$3,420.00
Long Term – Elevator P-7 Decal # 041091, Serial # 456596	\$285.00	\$3,420.00
TOTAL LONG TERM PARKING GARAGE	\$ 1,140.00	\$ 13,680.00

ITEM 5	BASIC SERVICE – STINSON MUNICIPAL AIRPORT ELEVATOR		
	Description (2008, 2-stop Hydraulic)	Cost per Month	Annual Cost
	Elevator 1 Decal # 69752, Serial # 34840734	\$281.00	\$3,327.00
	Elevator Phone Monitoring	\$0.00	\$0.00
	TOTAL STINSON MUNICIPAL AIRPORT	\$ 281.00	\$3,327.00

ITEM 6	OTHER SERVICES - HOURLY RATE			
	Job Classification	Normal Business Hours Rate	Overtime Rate	Holiday/Weekend Rate
	Mechanic	\$143.38	\$243.75	\$285.42
	Mechanic's Helper	\$114.70	\$195.00	\$229.41

ITEM 7	DISCOUNT FOR PARTS REQUIRED FOR OTHER SERVICES		
	List Price Less Discounted Percentage <u> 5 </u> %		

5.0 ENTIRE AGREEMENT

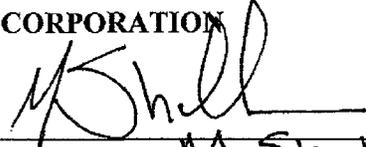
This Agreement, together with its exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be

deemed to exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

EXECUTED and **AGREED** to as of the dates indicated below. This Agreement may be executed in multiple copies, each of which shall constitute an original.

CITY OF SAN ANTONIO

**SCHINDLER ELEVATOR
CORPORATION**



Print Name: _____
Title: _____
Date: _____

Print Name: M Shelburne
Title: DM
Date: 10/23/12

Approved as to Form:

Assistant City Attorney