

AN ORDINANCE 2012-11-15-0888

AUTHORIZING A CONTRACT WITH KONE, INC. TO PROVIDE THE CONVENTION SPORTS AND ENTERTAINMENT FACILITIES DEPARTMENT WITH ELEVATOR AND ESCALATOR PREVENTATIVE MAINTENANCE SERVICES FOR AN ESTIMATED ANNUAL AMOUNT OF \$391,000.00, FUNDED BY THE COMMUNITY AND VISITOR FACILITIES FUND.

* * * * *

WHEREAS, the City released Request for Competitive Sealed Proposals (RFCSP) to provide the Convention Sports and Entertainment Facilities Department with elevator and escalator preventative maintenance services for an estimated annual cost of \$391,000.00; and

WHEREAS, of the two responses received and evaluated, the proposal from Kone, Inc. scored the highest; and

WHEREAS, staff recommends Kone, Inc. 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 Kone, Inc. to provide the Convention Sports and Entertainment Facilities Department with elevator and escalator preventative maintenance services for an estimated annual cost of \$391,000.00 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 price schedule 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 Kone, Inc. 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.

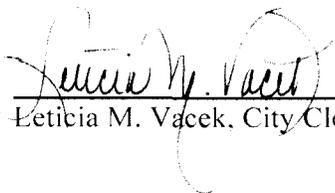
SECTION 3. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage hereof.

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


M A Y O R
Julián Castro

ATTEST:

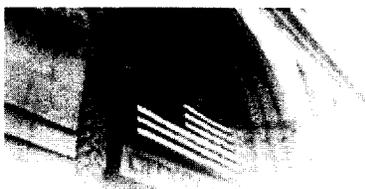
APPROVED AS TO FORM:



Leticia M. Vacek, City Clerk

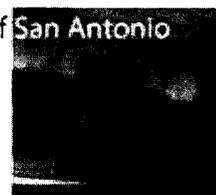


Michael D. Bernard, City Attorney



Request for
COUNCIL
 ACTION

City of San Antonio



Agenda Voting Results - 6

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 Kone, Inc. to provide the Convention Sports and Entertainment Facilities Department with elevator and escalator preventative maintenance services for an estimated annual amount of \$391,000.00, funded by the Community and Visitor Facilities 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
PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")
NO.: 6100001505

**ANNUAL CONTRACT FOR ELEVATOR AND ESCALATOR PREVENTATIVE
MAINTENANCE FOR CONVENTION SPORTS AND ENTERTAINMENT
FACILITIES**

Date Issued: **AUGUST 15, 2012**

PROPOSALS MUST BE RECEIVED NO LATER THAN:
2:00 PM SEPTEMBER 7, 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 PREVENTATIVE MAINTENANCE
FOR CONVENTION SPORTS AND ENTERTAINMENT FACILITIES"

Proposal Due Date: 2:00 p.m., SEPTEMBER 7, 2012

RFCSP No.: 6100001505

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 AUGUST 22, 2012 at 9:00 A.M. at CONVENTION CENTER, 200 E. MARKET, SECOND FLOOR, CONFERENCE ROOM 1, SAN ANTONIO, TX 78205

Staff Contact Person: CHRISTINA CARDENAS, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966.

Email: CHRISTINA.CARDENAS2@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 Purchasing & General Services Department.

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

Restrictions on Communication.

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 International and 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. A proposal response to the RFCSP General Information Form may not exceed 20 pages in length. 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 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 Bid. Any proposal that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" bid, a unit price left blank shall result in the proposal being deemed nonresponsive and disqualified from consideration. An "All or None" bid is one in which City will award the entire contract to one respondent only.

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.

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

PRICING 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 (30 points)

Proposed Plan (50 points)

Price (20 points)

004 - SPECIFICATIONS / SCOPE OF SERVICES

The City is soliciting proposals for a contractor to provide a full service maintenance agreement (including parts, with some exceptions) for elevator, escalator, and wheel chair lift 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 the elevators and escalators at the Convention Sports, and Entertainment Facilities.

The scope of work to be performed by Contractor under these specifications shall consist of furnishing all materials, labor, supervision, tools, supplies and other expenses necessary to provide full-service equipment maintenance (including parts, with some exceptions) of every description, inspections, adjustments, testing and replacement of parts as herein specified for all equipment covered under this contract. The prices proposed include parts and labor necessary to replace any part that may be worn to prevent from having to repair the elevators and escalators at a later date. The elevator and escalator systems and wheel chair lift shall be referred to jointly herein as the Equipment.

Job Location: San Antonio Convention Sports and Entertainment Facilities – includes Alamodome, Henry B. Gonzalez Convention Center, Lila Cockrell Theatre and three buildings in Hemisfair Park (University of Mexico, Institute of Mexican Cultures, and Building 277) San Antonio, Texas

GENERAL REQUIREMENTS

Contractor shall carefully examine these specifications and if necessary, secure from City, any additional information that may be required to obtain a clear and full understanding of the work.

The importance of the Equipment covered by these specifications demand that they be maintained in a satisfactory and safe operating condition in accordance with the requirements of these specifications, any applicable laws/standard/codes and be kept capable of providing their initial maximum capacity, speed, and performance. City reserves the right to make such tests when advisable to ascertain that the requirements of these conditions are being fulfilled.

Contractor agrees to maintain the Equipment at the locations identified within these specifications, using factory trained mechanics, (defined as personnel who have had formal specific manufacturer's training and are qualified by elevator trade standards for maintenance and repair of elevator systems) employed and supervised by Contractor, and meeting all regulations imposed by the Texas Department of Licensing and Regulation (TDLR) in 16 Texas Administrative Code Chapter 74, and Texas Health and Safety Code Chapter 754. Contractor shall keep the Equipment in proper operating condition, properly adjusted and shall exercise all reasonable care in doing so.

All costs associated with fulfilling the services of this contract including, but not limited to, shop supplies and environmental/disposal fees, shall be included in the bid price.

All Equipment under this contract shall be maintained in first class operation. 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.

Contractor shall be deemed to have examined the Equipment to be maintained to ascertain condition prior to submitting its proposal. Site examination will take place at the pre-bid submittal conference. Therefore contractor will be responsible for any repairs that would otherwise be required hereunder even if the item is in need of repair on day one of the contract.

Contractor's maintenance supervisor shall meet with City's designated representative for updates on status of all elevators, escalators and wheelchair lifts no less frequently than quarterly.

The City of San Antonio anticipates an expansion of the Henry B. Gonzalez Convention Center in 2016 resulting in new equipment being added to the elevator contract. In conjunction with the expansion it is anticipated for exhibit halls A & B to be demolished resulting in some of the older equipment in the elevator contract to be eliminated. The City of San Antonio reserves the right to remove and add equipment when facility expansions or changes in facility needs are warranted. Services for newly added equipment will begin upon issuance of a purchase order.

EQUIPMENT TO BE MAINTAINED

Henry B. Gonzalez Convention Center:

19 Hydraulic Elevators
19 Escalators

Lila Cockrell Theatre:

3 Traction Elevators
1 Hydraulic Wheelchair Lift

University of Mexico:

1 Hydraulic Elevator

Building 277 – Hemisfair Park:

1 Hydraulic Elevator

Instituto Cultural de Mexico

1 Hydraulic Elevator

Alamodome

9 Traction Elevators
2 Escalators

CONTRACTOR QUALIFICATIONS

Contractor shall be registered with the TDLR in accordance with the Texas Health & Safety Code, Chapter 754, Subchapter B, Sec. 754.0171; Contractor shall provide proof of registration upon submission of their proposed plan, and within 10 days of a request from City throughout the contract term.

Contractor must be a commercial elevator business engaged in providing elevator maintenance, repair and inspection services for a minimum of ten continuous years prior to proposal submission for facilities of a similar size with similar equipment.

Contractor must have available a minimum work force of qualified elevator mechanics with the specified qualifications in the "Elevator Mechanics" section of a sufficient quantity assigned to this Contract to be able to respond to both City facilities (Alamodome and Convention Center) simultaneously at all times.

Contractor must be in good financial standing, not in any form of bankruptcy, current in payment of taxes and fees, such as state franchise fees.

Contractor must have or establish, and maintain, an office that will allow it to meet the minimum emergency response time requirement of 1 hour for the term of the contract.

CONTRACTOR'S PERSONNEL QUALIFICATIONS

Contractor shall furnish qualified elevator/escalator mechanics on the job site for performance of examinations and preventive maintenance. Said mechanic shall provide preventive maintenance at the job site a minimum of one half (1/2) hour per unit per inspection. Travel time and callbacks will not qualify as inspection time. Contractor shall maintain an adequate number of trained personnel in San Antonio, Texas at all times specifically assigned to perform routine preventive maintenance work. Repair crews shall be maintained to perform planned or emergency repairs so that the regular maintenance personnel are available to proceed with routine preventive maintenance without interruptions. A maintenance supervisor must be located in San Antonio, Texas specifically assigned to maintenance and for the purpose of ensuring the standards of elevator and escalator performance as designed by the manufacturer.

Elevator Mechanics shall:

- Be registered with the TDLR as a certified mechanic in accordance to Chapter 754, Subchapter B, Sec. 754.0171, and have manufacturer training on the type of equipment to be maintained in these facilities.
- Have a minimum of five years of experience providing maintenance on commercial elevators within the last seven years.
- 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.

SPECIFICATIONS:

Contractor shall make weekly inspections on each item of Equipment listed herein, notifying the facility Building Maintenance Manager prior to each inspection, giving date and time of inspection. City agrees to report any condition of which it has actual knowledge that may indicate the need for correction before the next regularly scheduled inspection. Contractor shall supply and use barricades during all work to assure safety of the public.

TRACTION ELEVATORS:

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

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

Keep guide rails properly lubricated, except where roller guides are used. Replace guide shoe or rollers, when conditions warrant, to provide smooth and quiet operation. Repair or replace control cables, when conditions warrant. Annually drain the gear case, flushing to remove sediment and grit, and refill with new gear oil. Re-lamp all signals when found inoperative. Utilize lubricants compounded to the manufacturer's specifications.

Periodically examine, clean, lubricate, adjust, and when conditions warrant, repair or replace the following safety devices: interlock and door closers; car and counterweight buffers; over-speed governors, governor tension sheave assemblies, and car and counterweight safeties; limit, landing and slowdown switches; door protective devices and alarm bells.

Contractor shall conduct a yearly no load, low speed, test of car and counterweight safeties, test of buffers and five year full load safety test as required by the applicable codes adopted by the TDLR. Contractor shall conduct this test in the presence of a designated City representative.

Periodically equalize the tension in all hoist-way ropes.

Replace all wire rope and fastenings, when conditions warrant.

Examine and when conditions warrant, re-groove or replace all sheaves, governor tension sheaves, secondary or deflection sheaves, and compensating sheaves.

Repair or replace the following accessory equipment as needed: car and corridor operating push buttons; load weighing equipment; all hall lanterns, car position and positions indicators, lobby control panels, car operating panels, emergency lighting, cab lighting and all other signal accessory facilities furnished and installed as a part of the whole equipment.

Contractor shall maintain the original equipment specification speed in feet per minute, the original performance time including acceleration and retardation as designed and specified by the elevator manufacturer and perform the necessary adjustments, as required, to maintain the original door opening and closing time, within limits of applicable codes adopted by the TDLR.

Contractor shall bi-weekly clean machine rooms, car tops and pits.

HYDRAULIC ELEVATORS & WHEEL CHAIR LIFT:

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

Power Plant complete, consisting of its enclosure, pump, motor power transmission elements between the pump and motor, valves of every kind, strainers, mufflers, gaskets, and all other accessories;

Entire controller and motor starter, including accessories;

All hoist-way equipment of every kind, including fastening to the building, all electrical wiring, conduit, ducts, traveling cables, etc., from and beyond the elevator equipment of every kind to the mainline disconnect switches, and hoist-way outlets;

All piping, fittings, and accessories, such as, vibration dampeners, silencers, etc., between the pumping plant and the jack unit, underground piping not included;

All heating and cooling elements, facilities, insulation, and accessories for controlling the oil temperature;

Hydraulic fluid.

Emergency lighting;

Fireman's service equipment;

Automatic power door operators, landing and car door hangars, landing and car door contracts, door protective devices, hoist-way door interlocks bottom door guides, manual door closures, and auxiliary door closing devices;

All other miscellaneous equipment, materials, solid state components, etc., not mentioned above or in the makeup of the complete elevator.

Repair or replace the following accessory equipment as needed: car and corridor operating push buttons; load weighing equipment; all hall lanterns, car position and positions indicators, lobby control panels, car operating panels, emergency lighting, cab lighting and all other signal accessory facilities furnished and installed as a part of the whole equipment.

Conduct a yearly relief valve test and cylinder leakage test in accordance with applicable code adopted by the TDLR in the presence of a designated City representative.

Re-lamp all signals during regular examinations.

Contractor shall maintain the original equipment specification speed in feet per minute, the original performance time, including acceleration and retardation as designed and specified by the elevator manufacturer, and perform the necessary adjustments as required, to maintain the original door opening and closing time, within limits of applicable codes adopted by the TDLR.

Contractor shall bi-weekly clean machine rooms, car tops and pits.

ESCALATORS:

At a minimum, in accordance with the manufacturers' recommendations, and as outlined by the preventive maintenance program, Contractor shall examine, clean, lubricate, adjust, and when conditions warrant, repair or replace the following:

Escalator drive machines
Motors and brakes
Controllers and switches
Handrail drive devices
Handrails

Parts Thereof, including:
Worms and gears
Bearings and thrusts
Windings, commutators and rotating elements

Contacts, coils, switches and relays
Resistors and magnet frames
Steps, demarcation strips, risers, and rollers
Step chains, handrail chains, and drive chains
Step tracks and handrail tracks
Sprockets, pulleys and gears
Drive belts and timing belts
Tension devices
Combs and comb-plates
Landing plates
Lubricators
Under steps and comb lighting
Safety devices

Perform an annual test of all operating and safety devices and governors in accordance with applicable codes adopted by the TDLR. These tests must be conducted in the presence of City's authorized representative.

Perform a total clean-out of the escalator equipment, including pits, pans and balustrade interiors, as conditions warrant or annually. Wax handrails as required to provide a smooth, quiet operation.

Balustrades, decks, skirt panels, anti-slide devices, and guards shall be examined regularly, adjusted, properly fastened and aligned. Brake torque shall be maintained to original specification. Friction reducing agent shall be applied to escalator skirts bi-weekly.

Contractor is not responsible for misuse, negligence on the City's part or vandalism of elevators and escalators. But due to heavy use of the equipment to move passengers and equipment, doors knocked off track, broken push buttons on the elevators and broken comb tooth segments on the escalators will not be considered misuse or vandalism. Time and material used in correction of these problems will be considered included in this contract for maintenance of the equipment. Physical damage done to the doors or door equipment, other than through Contractor's failure to maintain them properly, will be considered misuse or vandalism.

PREVENTIVE MAINTENANCE PROGRAM

Contractor shall establish and adhere to a preventive maintenance schedule, which must meet the minimum specifications contained herein. A copy of the proposed preventive maintenance schedule shall be submitted as part of Contractor's plan with its proposal. This schedule shall include preventive maintenance checklists, which shall become the property of the City of San Antonio when completed. The preventive maintenance checklist along with the preventive maintenance schedule shall be permanently maintained in each machine room covered by this contract. The following information shall be included in the schedule/checklist: name of building, elevator/escalator type, elevator/escalator number, elevator/escalator serial number, items of maintenance and frequency, date performed, initials of mechanic, and certification by Contractor that maintenance has been performed.

A copy of the completed checklists shall be submitted to the Building Maintenance Manager or his designated representative monthly. Payment may be withheld on any unit if scheduled maintenance is not performed and/or checklist is not submitted as specified.

It is the intent of the preventive maintenance program that ALL components and systems of each elevator, escalator and wheelchair lift be visually inspected regularly. It is further intended that all components and systems of each elevator, escalator and wheelchair lift are cleaned, lubricated and adjusted according to manufacturers' specifications at the manufacturers' recommended frequency or once per year, whichever is the shorter period. Cleaning shall be accomplished as required. Escalator clean downs and adjustments shall be performed during the first quarter of the year and be coordinated with the Building Maintenance Manager.

REPLACEMENT PARTS AND SPARE PARTS INVENTORY

Any materials or parts used in complying with this contract are to be equal to or better than original equipment. Materials provided by Contractor for replacement shall be locally available for future replacement and shall be non-proprietary. Original wiring diagrams shall be maintained with the latest changes for each elevator and escalator. All drawings, diagrams, and amendments shall remain the property of the City of San Antonio upon termination of this contract.

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

1. Per Elevator:

Complete Set of Replacement Circuit Boards per Unit
Soft Starts, 1 set per type/size
Pump Motor, 1 unit per type/size
I-2 Valves, 1 unit per type/size
Jack Packings, 1 packing per size of jack
Pushbuttons, 4 replacements per type of button
Digital Pl's, 1 set per type
Door Motor, 1 unit per type/size including freight door motors
Interlocks, 2 per type/size including freight doors
Hoistway Switches, 2 per type/size

All necessary electrical components, including relays, contacts, coils, rectifiers, resistors, transformers, starter relay contacts, hall and car push button parts, and replacement bulbs. Maintain an ample supply of lubricants as specified by the original equipment manufacturer.

2. Per Escalator:

Comb Segments, 20 left; 20 center; 20 right
5E Silver Step Assembly's, 5 each
Step Hub Assembly's, 5 each
Hand rail drive chains (80#), 4 sets
Step Chain (12 Boxes), 1 set
Step Chain Rollers, 50 each
Trail Wheel Rollers, 50 each
Soft Starts, 4 each
S – Controller Boards, 2 each
Brake Boards, 3 each
12" Inverted Warner Brakes, 3 Complete Units
Digital Encoder/Tach, 3 units

All necessary oils and lubricants, as specified by original manufacturer, as well as small electrical components, such as starters, coils, and contacts.

NORMAL BUSINESS HOURS / OVERTIME HOURS

Normal Working Hours - Normal working hours are 8:00 AM – 5:00 PM on weekdays.

Overtime Hours – Overtime hours are 5:01 PM – 7:59 AM on weekdays, and all day on weekends and City recognized holidays.

EMERGENCY REPAIRS FOR NON-COVERED ITEMS

For the purposes of this contract, repairs not covered by the outlined monthly and annual maintenance procedures and deemed necessary by City may be classified as an EMERGENCY REPAIR. Contractor shall not begin any work that is beyond the scope of the maintenance specifications herein unless specifically requested by the Building Maintenance Manager in writing by issuance of a purchase order. Contractor shall provide a quotation of the work to be performed with an estimated cost for repair. This work shall be billed in accordance with labor and parts charges listed on the Price Schedule. City will not pay for any unauthorized parts or labor charges. Contractor must submit invoices for Emergency Repair work with City's purchase order number reflected on the invoice. Such invoices shall have the language NON-COVERED EMERGENCY REPAIR indicated and reflect billing in accordance with the Price Schedule. All emergency repairs for non-covered items shall be performed during City's normal working hours, unless otherwise required by City. Some emergencies are of such a nature that it is impossible to wait for issuance of a purchase order or creation of an estimate. The Building Maintenance Manager will determine which situations fall under these circumstances and Contractor shall provide the services needed as directed.

STATUS OF EQUIPMENT NOTIFICATION REQUIREMENT

Contractor shall notify the facility Building Maintenance Manager of any condition that impairs the continued safe use of the equipment covered under the scope of this contract, including, but not limited to: conditions which may cause injury; conditions which may cause damage to equipment; conditions which may be hazardous; and status of inspections which are expiring.

CALL BACKS AND RESPONSE TIME

All work is to be performed during City's normal working hours, unless otherwise specified. Callbacks during normal working hours are included in the price of this contract. This contract also includes emergency call-back service during normal working hours at no additional cost to City for covered work. Contractor shall include 20 overtime callbacks per month in the monthly service price, whether for emergency or non-emergency covered work. Any additional overtime callbacks will be charged at the hourly rate shown in the Price Schedule. Charges will be limited to labor only, unless the work is for NON-COVERED EMERGENCY REPAIR.

This contract includes emergency call-back service for emergency repairs of non-covered items, billed in accordance with the hourly and parts rates in the Price Schedule.

Contractor is required to submit a quote for parts and labor that are not included in the contract scope and must obtain a purchase order prior to starting work.

EVENT STANDBY SERVICES

Event standby services shall be provided on an as needed basis based on facility event needs and paid in accordance with the hourly rates shown on the Price Schedule. Event standby services means Contractor shall have mechanics present in the building during an event, on standby to provide services if needed. Building Maintenance Manager may designate the number of Contractor personnel to be on site during such an event.

SERVICE CALLS, EMERGENCY CALLS, AND RESPONSE TIME

After receiving a call for service, Contractor shall have a mechanic on-site within the specified time requirements for the following types of service calls:

NORMAL SERVICE CALL: Within one hour of notification;

EMERGENCY CALLS DURING REGULAR OR NON-REGULAR WORK HOURS: Within one hour of notification;

An emergency call is any condition that impedes the normal flow of traffic or can potentially impact the health, safety and welfare of City employees and the public as determined solely by City. City will identify emergency calls at time of notification.

By submittal of a bid, Contractor agrees to this guaranteed response time for any calls made for repairs.

OUT OF SERVICE CREDITS:

Whenever any elevator, escalator, wheelchair lift or related component is inoperable or malfunctioning, substantial and intangible harm may accrue to the City, its citizens and patrons. The City may invoke service credits if this substandard condition exists for longer than a two-hour period. Parts must not be swapped from unit to unit to avoid an out of service credit. The two-hour period starts when Contractor receives notification from the Building Maintenance Manager via a service call.

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

The Service Credit is **\$50.00 per hour** or fraction of an hour, for each unit that malfunctions, until the situation is rectified. The situation is rectified when acceptable operation is verified by the Building Maintenance Manager.

Preventative maintenance work that is not completed and results in an inoperable system is not cause for a waiver of the Service Credit.

The Service Credit is not invoked in those instances where inoperable systems are a result of an accident caused by others and not due to Contractor's error, lack of maintenance, negligence, or failure to meet the response times indicated herein. Contractor is responsible for ensuring that the Building Maintenance Manager is made aware of these situations immediately.

The Service Credits apply to elevators, escalators, wheelchair lifts and related components separately; therefore, simultaneous breakdowns of several units may invoke multiple Service Credits.

The Building Maintenance Manager shall be the final authority on whether or not a service credit is invoked. When a service credit has been invoked, Contractor shall calculate such service credit and include the deduction on the next invoice. Continual failures by Contractor to expedite work to correct malfunctions is cause for termination of the contract and use of performance bond monies to, among other things, effect required repairs.

The Parties agree that these Service Credits are liquidated damages, and not a penalty.

INSPECTIONS

Contractor shall schedule inspections around any scheduled events. Contractor shall conduct annual state inspections, to include a full load test, of all elevators, escalators and wheelchair lifts. Contractor shall be responsible for subcontracting with the state inspector, who shall be registered with the Texas Department of Licensing and Regulation in accordance with Chapter 754, Subchapter B, Sec. 754.017. Annual state inspections are to be completed 45-60 days before the expiration date so paperwork can be filed and new certificates received from the State before current certificates expire. It is Contractor's responsibility to ensure that there is never an expired certificate posted, and to provide the Building Maintenance Manager with a copy of the inspection for review. Failure to perform this inspection will be a material breach of this contract and may result in termination. The inspection cost shall be included as part of prices bid and not an additional expense to the City. The skirt index test for escalators shall be included as part of the contract monthly fee and not as an additional charge. Any repairs that are needed or not to standard or code and covered under the above-mentioned items covered are at no charge to City. Corrections or repairs that are needed and not covered by the contract must be provided in the form of a quotation, in writing, to the Building Maintenance Manager for approval prior to work being performed. Any repairs required or identified in the inspection report shall be completed within 60 days of inspection date, if possible, or sooner if required by the state inspector. If repairs cannot be completed within the 60-day period, Contractor shall notify City so that City may apply for an extension or waiver. Thereafter, Contractor shall complete all repairs within the time specified on the certificate of compliance issued by the executive director of the Texas Department of Licensing & Regulation. Contractor shall reimburse City for fees paid to apply for waivers or delays, if same are due to Contractor's negligence in completing repairs within the time specified, and any other costs resulting from said delays.

Contractor shall provide a copy of the annual and five-year test reports to the Building Maintenance Manager or his designated representative.

REPORTS:

Contractor shall maintain an Internet web-based electronic recordkeeping system for elevators, escalators, and wheelchair lifts that provides real-time tracking of maintenance, work in progress, and information about other services performed. The system must allow the City to receive automated reports by e-mail, track invoices, and generate historic reports for tracking and budgeting purposes. The system must also log all service calls placed by City and track the time and date of each occurrence, the response time and nature of the problem both reported and ultimately discovered and the steps taken to correct the problem. City shall be allowed to view this data online.

A record of all maintenance, callbacks and repairs shall be kept by Contractor indicating work performed, any difficulties experienced and the corrective measures taken to eliminate the difficulties. These records shall be provided to the Building Maintenance Manager and all work accomplished shall be verified in writing. Contractor's mechanic shall check into the Maintenance Office or with the Maintenance Representative upon arrival to and departure from the facility. Copies of mechanic's time tickets, verifying time spent each visit, shall be left with the Building Maintenance Manager. Contractor shall provide City with a logbook to serve as a permanent record of sign in and sign out of their personnel. Contractor personnel shall sign in and out at a location to be determined by the Building Maintenance Manager.

ON-LINE ACCESS TO RECORDS

The City shall be given access to repair and service call history for any units on contract using Contractor's Internet web based system.

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

- Equipment availability by unit over the prior 12 months
- Service callback date and statistics by unit
- Completed maintenance procedures by unit
- Preventive maintenance tasks and dates performed by unit
- Equipment performance
- Equipment usage
- Placed service calls
- Contract financial information/account statements

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

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

On an annual basis, Contractor shall provide an asset life cycle management program that conducts a full analysis of the current equipment installation and prepares a modernization plan to raise the equipment to modern safety, accessibility, performance, and aesthetics standards. The plan will evaluate investment schedules and constraints to assist the Facilities with managing investment from individual elevator parts through full modernization packages for the lifetime of the building. Contractor shall provide the first plan within 60 days' of contract award.

SPECIAL CONDITIONS:

Contractor must be readily accessible through a 24 hour physically manned phone. Answering machines are not acceptable.

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

Additional work outside the scope of this contract can only be done with prior City approval. The City reserves the right to accept Contractor's proposal or solicit bids from other companies for repair work that is not specifically included in the scope of this contract.

Parking may be available, however, it will be the responsibility of Contractor to take care of any related expenses that might be incurred for parking.

If at any time, after the date of the bid, Contractor reduces the comparable price of any article or service covered by this bid to customers other than City, the price to City for articles or services shall be reduced proportionately. Such reductions shall be effective at the same time and in the same manner as the reduction in price to customers other than City. In addition to invoicing at the reduced prices, Contractor shall furnish promptly to City complete information as to such reductions.

FACILITY CONTACT INFORMATION

All references to Building Maintenance Manager include the Building Maintenance Manager at the Convention Center and the Department Facility Coordinator at the Alamodome.

City Representatives: Convention Facilities - David Kubena, Building Maintenance Manager (210) 207-5611 or Pamela Gilmore-Tate, David Gonzales, Jesse Hernandez at (210) 207-8548

Alamodome – Darryl Baethge, Department Facility Coordinator (210) 207-3671

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or October 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 bid 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 bid, 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 bid 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-Authority 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. Contractor is required to maintain the bond's value at \$200,000 for the life of the contract, by supplementing the bond or providing a new one, as may be required, in the event of a draw.

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. Contractor is required to maintain the bond's value at \$200,000 for the life of the contract, by supplementing the bond or providing a new one, as may be required, in the event of a draw.

Insurance.

Prior to the commencement of any work under this Agreement, 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 Preventative Maintenance for Convention and Sports Entertainment Facilities" 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 Agreement 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 Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

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 Agreement, 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 2. Employers' Liability	Statutory \$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 agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

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 Agreement.

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 Agreement.

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 Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of 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 contract information and contract records. The prime contractor is responsible for ensuring all subcontractors have completed all requested items and that their contract 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's 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:l; "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 – Prevailing Wage Rates
- Attachment F – 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, signed by the Director;
- do not involve an increase or decrease in contract price of more than \$25,000; and
- sufficient funds have already been allocated by City or are available to the Director to cover any increase in contract price.

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it s 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 Bid – a request for competitive sealed proposal in which the City will award the entire contract to one respondent only.

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

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

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

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

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

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

Director – the Director of City’s Purchasing & General Services Department, or Director’s designee.

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

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

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

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

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

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

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

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

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

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

Proposal Opening - a 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 Contractor, Vendor or Supplier. The term "respondent" is synonymous with the term "bidder".

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

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

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

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

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

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

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

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

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 a convention and sporting environment unique. Describe experience working in a convention and sporting 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

Due to the size of the facilities, volume of equipment to be maintained, the need to move large crowds of people during events and the fact that events occur simultaneously at the facilities, Contractors are encouraged to submit plans that address the Alamodome and Convention Facilities separately.

Prepare and submit the following items.

Staffing Plan:

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

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

Provide a reporting/workflow hierarchy reflecting Respondent's proposed team to perform under the contract.

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 facilities 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. Respondent shall include sample reports or screenshots for review.

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.

Respondent shall include a copy of the proposed preventive maintenance schedule for the Alamodome and Convention Center separately.

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.

Contractor shall describe their ability to provide an asset life cycle management program that conducts a full analysis of the current equipment installation and prepares a modernization plan to raise the equipment to modern safety, accessibility, performance, and aesthetics standards. The plan will evaluate investment schedules and constraints to assist the Facilities with managing investment from individual elevator parts through full modernization packages for the lifetime of the building. Sample reports shall be submitted for evaluation. Contractor shall provide the first plan within 60 days' of contract award and annually thereafter.

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: ALAMODOME

ITEM 1	MAINTENANCE SERVICES ALAMODOME	
Description KONE Elevators	Cost per Month	Annual Cost
Elevator P1 (1992, 5-Stop Traction) Decal # 021828, Serial # CT72397	\$	\$
Elevator P2 (1992, 5-Stop Traction) Decal # 021826, Serial # CT72399	\$	\$
Elevator P3 (1992, 5-Stop Traction) Decal # 021827, Serial # CT72396	\$	\$
Elevator P4 (1992, 5-Stop Traction) Decal # 021825, Serial # CT72398	\$	\$
Elevator P5 (1992, 5-Stop Traction) Decal # 021824, Serial # CT72404	\$	\$
Elevator P6 (1992, 5-Stop Traction) Decal # 021822, Serial # CT72403	\$	\$
Elevator P7 (1992, 5-Stop Traction) Decal # 021820, Serial # CT72401	\$	\$
Freight Elevator F1 (1992, 5-Stop Traction) Decal # 021821, Serial # CT72400	\$	\$
Freight Elevator F2 (1992, 5-Stop Traction) Decal # 021823, Serial # CT72404	\$	\$
Subtotal Elevators	\$	\$
Description (1992 Montgomery Escalators)		
Escalator 1 Decal # 021829, Serial # CT72394	\$	\$
Escalator 2 Decal # 021830, Serial # CT72395	\$	\$
Subtotal Escalators	\$	\$
TOTAL ALAMODOME	\$	\$

ITEM 2: CONVENTION FACILITIES

ITEM 2a	MAINTENANCE SERVICES HENRY B. GONZALEZ CONVENTION CENTER	
Description Hydraulic Elevators – Dover	Cost per Month	Annual Cost
PASSENGER #1, 1986 Decal# 7728, Serial# EP-9825, 3-Stop	\$	\$
PASSENGER #4, 1996 Decal# 46994 Serial# EH-5352, 2-Stop	\$	\$
PASSENGER #3, 2000 Decal# 46986, Serial# EL-8608, 2-Stop	\$	\$
PASSENGER #6, 1999 Decal# 46993, Serial# EH5353, 3-Stop	\$	\$
PASSENGER #8, 1999 Decal# 44658, Serial# EH5354, 3-Stop	\$	\$
PASSENGER #10, 1999 Decal# 44713, Serial# EH5355, 2-Stop	\$	\$
PASSENGER #12, 1999 Decal# 40300, Serial# EH5356, 3-Stop	\$	\$
PASSENGER #13, 1999 Decal# 40299, Serial# EH5357, 2-Stop	\$	\$
PASSENGER #14, 1999 Decal# 44604, Serial# EH5358, 3-Stop	\$	\$
PASSENGER #15, 1999 Decal# 44603, Serial# EH5359, 3-Stop	\$	\$
PASSENGER #18, 1999 Decal# 44602, Serial# EH5365, 2-Stop	\$	\$
PASSENGER #17B, 2012 Decal# 82315 Serial #EBA679, 3-Stop	\$	\$
FREIGHT # 2, 1986 Decal# 7729, Serial# E-83178, 2-Stop	\$	\$
FREIGHT # 5, 1996 Decal# 47581, Serial# EH-5360, 3-Stop	\$	\$
FREIGHT #7, 1984 Decal# 7724, Serial# E83968, 3-Stop	\$	\$
FREIGHT # 9, 1999 Decal# 44628, Serial# EH 5361, 3-Stop	\$	\$
FREIGHT #11, 1999 Decal# 40279, Serial# EH 5362, 3-Stop	\$	\$
FREIGHT #16, 1999 Decal# 44601, Serial# EH 5364, 3-Stop	\$	\$
FREIGHT #17, 1999 Decal# 40247 Serial# EH 5363, 3-Stop	\$	\$
SUBTOTAL CONVENTION CENTER ELEVATORS		

Description: Traction Elevators, Garaventa (Lila Cockrell Theater)	Cost per Month	Annual Cost
PASSENGER #19, 1966 Decal# 77936, Serial# 20018393, 4-Stop	\$	\$
PASSENGER #20, 1966 Decal# 77937, Serial# 20018397, 4-Stop	\$	\$
FREIGHT #21, 1966 Decal# 77938, Serial# 3278534, 2-Stop	\$	\$
Wheelchair Lift #22, 2010 Decal# 65476 Serial # 2031474, 2-Stop		
SUBTOTAL LILA COCKRELL THEATER	\$	\$
Subtotal Elevators	\$	\$
Description KONE Escalators		
Escalator 1- Down - Decal # 44760, Serial # 91270	\$	\$
Escalator 1- Up - Decal # 44759, Serial # 91271	\$	\$
Escalator 2- Up - Decal # 44761, Serial # 91272	\$	\$
Escalator 2- Down - Decal # 44762, Serial # 91273	\$	\$
Escalator 3A- Up - Decal # 44758, Serial # 91276	\$	\$
Escalator 3A- Down - Decal # 44754, Serial # 91277	\$	\$
Escalator 3B- Up - Decal # 44757, Serial # 91278	\$	\$
Escalator 3B- Down - Decal # 44755, Serial # 91275	\$	\$
Escalator 4- Up - Decal # 44762, Serial # 91274	\$	\$
Escalator 4- Down - Decal # 31440, Serial # 91279	\$	\$
Escalator 5- Up - Decal # 44715, Serial # 91281	\$	\$
Escalator 5- Down - Decal # 44714, Serial # 91280	\$	\$
Escalator 6- Up - Decal # 44707, Serial # 91282	\$	\$
Escalator 6- Down - Decal # 44706, Serial # 91283	\$	\$
Escalator 7- Up - Decal # 44709, Serial # 91284	\$	\$
Escalator 7- Down - Decal # 44708, Serial # 91285	\$	\$
Escalator 8- Right - Decal # 44710, Serial # 91287	\$	\$
Escalator 8- Left - Decal # 44711, Serial # 91286	\$	\$
Escalator 8- Center - Decal # 44712, Serial # 91288	\$	\$
Subtotal Escalators	\$	\$
TOTAL CONVENTION CENTER	\$	\$

ITEM 2b	MAINTENANCE SERVICES OTHER FACILITIES		
Description 2- Stop, Hydraulic Elevators, Dover	Cost per Month	Annual Cost	
INSTITUTO CULTURAL de MEXICO, 2001, Decal# 51275 Serial # 80086666180	\$	\$	
UNIVERSITY OF MEXICO, 1989, Decal# 15042 Serial # E86696	\$	\$	
BUILDING 277-HEMISFAIR PARK, 1986, decal# 19488, serial# E90014, 2- stop Hydraulic	\$	\$	
TOTAL - OTHER FACILITIES	\$	\$	

ITEM 2c	MAINTENANCE SERVICES EXPANSION NEW EQUIPMENT		
Description (unknown at this time) *	Cost per Month per Elevator	Annual Cost	
Elevator (2-Stop Hydraulic)	\$	\$	
Elevator (3-Stop Hydraulic)	\$	\$	
Elevator (4-Stop Hydraulic)	\$	\$	
Elevator (5-Stop Hydraulic)	\$	\$	
Elevator (2-Stop Traction)	\$	\$	
Elevator (3-Stop Traction)	\$	\$	
Elevator (4-Stop Traction)	\$	\$	
Elevator (5-Stop Traction)	\$	\$	
Subtotal Elevators	\$	\$	
Description (unknown at this time)			
Price per Escalator	\$	\$	
TOTAL NEW EQUIPMENT	\$	\$	

* Respondents should provide pricing taking into consideration the planned replacement of equipment during the contract period. The items stated in 2c above are not estimated quantities or descriptions of planned installations. Since the planned expansion is entering the design phase, the City has no information at this time regarding the elevators that will be installed.

OTHER SERVICES		
Event Standby and Non-Covered Repairs		
Job Classification	Normal Business Hours (Hourly Rate)	Overtime (Hourly Rate)
Mechanic:		
Mechanic Helper:		
Estimated Hours (Annual)		
Event Standby Service	170	
Non-Covered Repairs	180	

ITEM 4	DISCOUNT FOR PARTS REQUIRED FOR OTHER SERVICES
List Price Less Discounted Percentage _____ %	

*Note: Successful Contractor will be required to submit a current price list prior to contract commencement.

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

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.

ENGIO450-001 07/01/2009

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

IRON0066-001 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

PLUM0142-001 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 F

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	
Pricing Schedule RFCSP Attachment B	
Discretionary Contracts Disclosure form RFCSP Attachment C	
Litigation Disclosure RFCSP Attachment D	
Proposal Bond and Associated Power-of-Attorney	
Financial Information	
Proof of Insurability (See RFCSP Exhibit Section 5) Insurance Provider's Letter Copy of Current Certificate of Insurance	
* Signature Page (only required for a hard copy submission) RFCSP Section 007.	
Proposal Checklist RFCSP Attachment F	
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.

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.	<u>V1000252</u>
Signer's Name	<u>Laura Turk</u>
Name of Business	<u>KONE Inc</u>
Street Address	<u>12017 Starcrest</u>
City, State, Zip Code	<u>San Antonio, TX</u>
Email Address	<u>laura.turk@kone.com</u>
Telephone Number	<u>210-491-0485</u>
Fax Number	<u>210-491-9774</u>
City's Solicitation Number	<u>6100001505</u>



Signature of Person Authorized to Sign Proposal

RFCSP ATTACHMENT B

PRICE SCHEDULE

ITEM 1: ALAMODOME

ITEM 1	MAINTENANCE SERVICES ALAMODOME	
Description KONE Elevators	Cost per Month	Annual Cost
Elevator P1 (1992, 5-Stop Traction) Decal # 021828, Serial # CT72397	\$ 385.00	\$ 4,620.00
Elevator P2 (1992, 5-Stop Traction) Decal # 021826, Serial # CT72399	\$ 385.00	\$ 4,620.00
Elevator P3 (1992, 5-Stop Traction) Decal # 021827, Serial # CT72396	\$ 385.00	\$ 4,620.00
Elevator P4 (1992, 5-Stop Traction) Decal # 021825, Serial # CT72398	\$ 385.00	\$ 4,620.00
Elevator P5 (1992, 5-Stop Traction) Decal # 021824, Serial # CT72404	\$ 385.00	\$ 4,620.00
Elevator P6 (1992, 5-Stop Traction) Decal # 021822, Serial # CT72403	\$ 385.00	\$ 4,620.00
Elevator P7 (1992, 5-Stop Traction) Decal # 021820, Serial # CT72401	\$ 385.00	\$ 4,620.00
Freight Elevator F1 (1992, 5-Stop Traction) Decal # 021821, Serial # CT72400	\$ 385.00	\$ 4,620.00
Freight Elevator F2 (1992, 5-Stop Traction) Decal # 021823, Serial # CT72404	\$ 385.00	\$ 4,620.00
Subtotal Elevators	\$ 3,465.00	\$ 41,580.00
Description (1992 Montgomery Escalators)		
Escalator 1 Decal # 021829, Serial # CT72394	\$ 812.00	\$ 9,744.00
Escalator 2 Decal # 021830, Serial # CT72395	\$ 812.00	\$ 9,744.00
Subtotal Escalators	\$ 1,624.00	\$ 19,488.00
TOTAL ALAMODOME	\$ 5,089.00	\$ 61,068.00

ITEM 2: CONVENTION FACILITIES

ITEM 2a	MAINTENANCE SERVICES HENRY B. GONZALEZ CONVENTION CENTER	
Description Hydraulic Elevators – Dover	Cost per Month	Annual Cost
PASSENGER #1, 1986 Decal# 7728, Serial# EP-9825, 3-Stop	\$ 274.00	\$ 3,288.00
PASSENGER #4, 1996 Decal# 46994 Serial# EH-5352, 2-Stop	\$ 274.00	\$ 3,288.00
PASSENGER #3, 2000 Decal# 46986, Serial# EL-8608, 2-Stop	\$ 274.00	\$ 3,288.00
PASSENGER #6, 1999 Decal# 46993, Serial# EH5353, 3-Stop	\$ 274.00	\$ 3,288.00
PASSENGER #8, 1999 Decal# 44658, Serial# EH5354, 3-Stop	\$ 274.00	\$ 3,288.00
PASSENGER #10, 1999 Decal# 44713, Serial# EH5355, 2-Stop	\$ 274.00	\$ 3,288.00
PASSENGER #12, 1999 Decal# 40300, Serial# EH5356, 3-Stop	\$ 274.00	\$ 3,288.00
PASSENGER #13, 1999 Decal# 40299, Serial# EH5357, 2-Stop	\$ 274.00	\$ 3,288.00
PASSENGER #14, 1999 Decal# 44604, Serial# EH5358, 3-Stop	\$ 274.00	\$ 3,288.00
PASSENGER #15, 1999 Decal# 44603, Serial# EH5359, 3-Stop	\$ 274.00	\$ 3,288.00
PASSENGER #18, 1999 Decal# 44602, Serial# EH5365, 2-Stop	\$ 274.00	\$ 3,288.00
PASSENGER #17B, 2012 Decal# 82315 Serial #EBA679, 3-Stop	\$ 274.00	\$ 3,288.00
FREIGHT # 2, 1986 Decal# 7729, Serial# E-83178, 2-Stop	\$ 274.00	\$ 3,288.00
FREIGHT # 5, 1996 Decal# 47581, Serial# EH-5360, 3-Stop	\$ 274.00	\$ 3,288.00
FREIGHT #7, 1984 Decal# 7724, Serial# E83968, 3-Stop	\$ 274.00	\$ 3,288.00
FREIGHT # 9, 1999 Decal# 44628, Serial# EH 5361, 3-Stop	\$ 274.00	\$ 3,288.00
FREIGHT #11, 1999 Decal# 40279, Serial# EH 5362, 3-Stop	\$ 274.00	\$ 3,288.00
FREIGHT #16, 1999 Decal# 44601, Serial# EH 5364, 3-Stop	\$ 274.00	\$ 3,288.00
FREIGHT #17, 1999 Decal# 40247 Serial# EH 5363, 3-Stop	\$ 274.00	\$ 3,288.00
SUBTOTAL CONVENTION CENTER ELEVATORS	\$ 5,206.00	\$ 62,472.00

Description: Traction Elevators, Garaventa (Lila Cockrell Theater)		
PASSENGER #19, 1966 Decal# 77936, Serial# 20018393, 4-Stop	\$ 293.00	\$ 3,516.00
PASSENGER #20, 1966 Decal# 77937, Serial# 20018397, 4-Stop	\$ 293.00	\$ 3,516.00
FREIGHT #21, 1966 Decal# 77938, Serial# 3278534, 2-Stop	\$ 274.00	\$ 3,288.00
Wheelchair Lift #22, 2010 Decal# 65476 Serial # 2031474, 2-Stop	\$ 99.00	\$ 1,188.00
SUBTOTAL LILA COCKRELL THEATER	\$ 959.00	\$ 11,508.00
Subtotal Elevators	\$ 6,155.00	\$ 73,980.00
Description KONE Escalators		
Escalator 1- Down - Decal # 44760, Serial # 91270	\$ 812.00	\$ 9,744.00
Escalator 1- Up - Decal # 44759, Serial # 91271	\$ 812.00	\$ 9,744.00
Escalator 2- Up - Decal # 44761, Serial # 91272	\$ 812.00	\$ 9,744.00
Escalator 2- Down - Decal # 44762, Serial # 91273	\$ 812.00	\$ 9,744.00
Escalator 3A- Up - Decal # 44758, Serial # 91276	\$ 812.00	\$ 9,744.00
Escalator 3A- Down - Decal # 44754, Serial # 91277	\$ 812.00	\$ 9,744.00
Escalator 3B- Up - Decal # 44757, Serial # 91278	\$ 812.00	\$ 9,744.00
Escalator 3B- Down - Decal # 44755, Serial # 91275	\$ 812.00	\$ 9,744.00
Escalator 4- Up - Decal # 44762, Serial # 91274	\$ 812.00	\$ 9,744.00
Escalator 4- Down - Decal # 31440, Serial # 91279	\$ 812.00	\$ 9,744.00
Escalator 5- Up - Decal # 44715, Serial # 91281	\$ 812.00	\$ 9,744.00
Escalator 5- Down - Decal # 44714, Serial # 91280	\$ 812.00	\$ 9,744.00
Escalator 6- Up - Decal # 44707, Serial # 91282	\$ 812.00	\$ 9,744.00
Escalator 6- Down - Decal # 44706, Serial # 91283	\$ 812.00	\$ 9,744.00
Escalator 7- Up - Decal # 44709, Serial # 91284	\$ 812.00	\$ 9,744.00
Escalator 7- Down - Decal # 44708, Serial # 91285	\$ 812.00	\$ 9,744.00
Escalator 8- Right - Decal # 44710, Serial # 91287	\$ 812.00	\$ 9,744.00
Escalator 8- Left - Decal # 44711, Serial # 91286	\$ 812.00	\$ 9,744.00
Escalator 8- Center - Decal # 44712, Serial # 91288	\$ 812.00	\$ 9,744.00

Subtotal Escalators	\$ 15,428.00	\$ 185,136.00
TOTAL CONVENTION CENTER	\$ 21,593.00	\$ 259,116.00

ITEM 2b	MAINTENANCE SERVICES OTHER FACILITIES	
Description 2- Stop, Hydraulic Elevators, Dover	Cost per Month	Annual Cost
INSTITUTO CULTURAL de MEXICO, 2001, Decal# 51275 Serial # 80086666180	\$ 274.00	\$ 3,288.00
UNIVERSITY OF MEXICO, 1989, Decal# 15042 Serial # E86696	\$ 274.00	\$ 3,288.00
BUILDING 277-HEMISFAIR PARK, 1986, decal# 19488, serial# E90014, 2- stop Hydraulic	\$ 274.00	\$ 3,288.00
TOTAL - OTHER FACILITIES	\$ 822.00	\$ 9,864.00

ITEM 2c	MAINTENANCE SERVICES EXPANSION NEW EQUIPMENT	
Description (unknown at this time) *	Cost per Month per Elevator	Annual Cost
Elevator (2-Stop Hydraulic)	\$ 274.00	\$ 3,288.00
Elevator (3-Stop Hydraulic)	\$ 274.00	\$ 3,288.00
Elevator (4-Stop Hydraulic)	\$ 274.00	\$ 3,288.00
Elevator (5-Stop Hydraulic)	\$ 274.00	\$ 3,288.00
Elevator (2-Stop Traction)	\$ 293.00	\$ 3,516.00
Elevator (3-Stop Traction)	\$ 293.00	\$ 3,516.00
Elevator (4-Stop Traction)	\$ 293.00	\$ 3,516.00
Elevator (5-Stop Traction)	\$ 293.00	\$ 3,516.00
Subtotal Elevators	\$ 2,268.00	\$ 27,216.00
Description (unknown at this time)		
Price per Escalator	\$ 812.00	\$ 9,744.00

TOTAL NEW EQUIPMENT	\$ 3,080.00	\$ 36,960.00
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* Respondents should provide pricing taking into consideration the planned replacement of equipment during the contract period. The items stated in 2c above are not estimated quantities or descriptions of planned installations. Since the planned expansion is entering the design phase, the City has no information at this time regarding the elevators that will be installed.

OTHER SERVICES		
Event Standby and Non-Covered Repairs		
Job Classification	Normal Business Hours (Hourly Rate)	Overtime (Hourly Rate)
Mechanic:	\$150.76	\$225.00
Mechanic Helper:	\$126.12	\$185.00
Estimated Hours (Annual)		
Event Standby Service	170	
Non-Covered Repairs	180	

ITEM 4	DISCOUNT FOR PARTS REQUIRED FOR OTHER SERVICES
List Price Less Discounted Percentage <u>10</u> %	

*Note: Successful Contractor will be required to submit a current price list prior to contract commencement.