



**THE CENTER FOR HEALTH CARE
SERVICES**

**REQUEST FOR BID
("RFB")
(RFB-2018-012)**

**for
HVAC Replacement Services**

Release Date: 3/30/18
Bids Due: 5/2/18

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003 - BACKGROUND

The Bexar County Board of Trustees for Mental Health Mental Retardation Services d/b/a The Center for Health Care Services ("CENTER") is a 1000+ employee, multi-facility community mental health and mental retardation center created under the authority of Section 534.001 of the Texas Health and Safety Code by its sponsoring agencies, Bexar County and the Bexar County Hospital District d/b/a the University Health System. The CENTER has been providing services to Bexar County residents experiencing mental health, intellectual developmental disabilities and/or substance abuse issues for over fifty years and is the Texas Health and Human Services Commission-designated Local Mental Health Authority for Bexar County, Texas. The CENTER is considered a quasi-governmental entity, a political subdivision of the state of Texas, but is not a Texas state agency. The CENTER'S administrative offices are located at 6800 Park Ten Blvd. Suite 200-S, San Antonio, Texas 78213.

004 - SCOPE OF SERVICES

The CENTER FOR HEALTH CARE SERVICES (the "Center") is issuing a solicitation for HVAC REPLACEMENT SERVICES at various Center facilities located in Bexar County, Texas, as further defined in this Request for Bid ("RFB") document. The contractor will be responsible for providing all materials, permits, and fees. The contractor will also insure that the work meets all local, state, and Federal building codes. Vendor must provide, at Vendor's own expense, all equipment, labor, materials, supplies, tools, etc. necessary to perform all of the required services under this solicitation and any resulting contract.

I. General Requirements

1. The Contractor will warrant to the Center that all persons providing services to the Center are legally authorized to work in the United States.
2. The Contractor will warrant to the Center a copy of the vendor's written safety and health program.
3. The Contractor will warrant to the Center a copy of the vendors' safety records to include any OSHA violations or citations received within the last five (5) years.
4. Contractor shall pay all of its employees, including any and all approved subcontractors, at least the legal minimum wages as determined by the United States Department of Labor and the United States Department of Housing and Urban Development and Department of Labor Prevailing Wage. Please refer to Attachment C.
5. Contractor shall provide material documentation for any and all materials used for Center projects.
6. Vendor shall comply with and perform all HVAC and Mini Split System Replacement Services in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, codes, manufacturer's instructions, warranty requirements and specifications.
7. Vendor and/or employees performing work as part of this solicitation requirement shall possess a Class A and/or B Texas Air Conditioning and Refrigeration License issued by the Texas Department of Licensing and Regulation and shall be in good standing with the State of Texas and be certified to work on HVAC units and mini split systems as set forth in this solicitation.
8. Vendor and/or employees performing work as part of this solicitation requirement shall possess an Environmental Air Conditioning Endorsement, and/or a Commercial Refrigeration and Process Cooling or Heating Endorsement.
9. Vendor shall conduct all work during normal working hours unless deemed by CHCS to be disruptive to the normal operations of the organization or an emergency.
10. Vendor shall practice acceptable safety precautions so as not to cause harm to any persons or property while performing services under this solicitation or any resulting contract. Vendor shall follow industry safety standards, and use only industry approved safety equipment in accordance with the manufacturer's specifications in the performance of all duties.
11. Vendor shall clearly mark all work areas that might reasonably be expected to endanger the health and safety of residents, guests, or any other persons. Vendor will provide such signs, markers and barricades as required to identify all work areas and minimize inherent dangers.
12. Vendor shall commence and end all services on the same workday unless approved by CHCS in advance. Vendor shall make all effort to reduce to a minimum any inconvenience to the residents at CHCS properties.
13. Vendor shall guarantee all installations to meet and pass City of San Antonio Inspections. Should an HVAC installation made by Vendor or authorized subcontractor not pass inspection, Vendor shall make all repairs necessary to ensure the installation or repair passes inspection at no additional cost to CHCS.
14. Unless otherwise instructed, below specifications do not purport to show all of the exact details of the work. They are intended to show the current units for each building along with the Replacement Unit of the same size.
15. A 100% Performance Bond executed by a surety company authorized to do business in the State of Texas shall be required from the successful respondent prior to execution of contract.

16. Bid Response shall be accompanied by an acceptable Bid Bond or Cashier's Check in a sum not less than five percent (5%) of the maximum proposal, payable to the Owner, with the understanding that if the proposal is accepted, the Proposer will, within **fifteen (15) days**, enter into a contract and give acceptable Surety Company Performance Bond, in the full amount of the contract for such work.
17. In case of failure of the successful proposer to enter a contract and give acceptable Performance Bond, the Bid Bond or Cashier's Check will be forfeited to the Owner as liquidated damages. Otherwise, it will be returned to the Proposer within **sixty (60) days** from the date of opening of the bids.

Please note: The new Carrier units must be connected to the most updated version of the Carrier i-VUE software. All units must be Carrier RTU open with connection board for i-VUE software.

II. Testing

1. To include, but not limited to, measuring of temperatures, pressures, rotational speeds, electrical characteristics, velocities, and air and water quantities and evaluate the equipment and system's performance through i-VUE system.

III. Balance & Adjust

1. Balance all devices, which include but are not limited to: dampers, valves, fans, pumps, and automatic control devices. Adjustments are made in order to achieve the maximum specified system performance and efficiency during operation.
2. Regulate the system fluid flows (air or water) through the use of acceptable procedures to achieve the desired or specified design airflow or water flow.
3. Part of Testing and Balancing is for all ducts to be checked for punctures and tears. If punctures and/or tears are present, they must be repaired and/or sealed.

IV. Ductwork Assessment: Vendor to assess all ductwork in building prior to HVAC installation.

1. Ductwork must be free of damage, missing sections and air leaks in order to function properly. There should be no holes, tears or openings in the ductwork sections themselves. Each section should fit together tightly with adjoining sections. Connections at supply vents and return registers should also be tight and secure. All duct connections should be sealed with mastic, a specialized rubbery sealant used on ducts, or with metal tape. Standard duct tape should not be used since the adhesive can dry out and let the tape fall away. Obvious duct damage should be repaired, or the sections should be replaced.
2. In addition to the above the scope of services will also include the following:
3. Remove all abandoned mechanical equipment and properly cover/repair resulting holes.
4. Minimum 5 year material and labor warranty and a 15 year minimum manufacturer material warranty.
5. Specify pre-cautionary procedures, and recommendation for consideration to assist the CHCS in the least
6. disruptive manner of performing services without displacing building occupants.
7. Must remove all scrap, litter and debris resulting from the specified project herein and leave work and premises in clean and satisfactory condition.
8. Contractor is responsible for fixing any damages and responsible for all demo and haul off material.
9. The vendor will meet with CHCS Construction Manager on a regular basis or as determined necessary by CHCS Construction Manager to review progress and provide necessary guidance to the contractor in solving problems which may arise.
10. Although there will be continuous liaison with the project team, the Facilities Management representative/construction manager will meet as often as required with the vendor's project manager for the purpose of reviewing progress and providing necessary guidance.

11. The vendor will, on a regular basis, submit brief written summaries of the work accomplished during the reporting period, work to be accomplished during the subsequent reporting period, real or anticipated problems and notification of any significant deviation from previously agreed upon work plans.
12. Within 5 working days of the notification of award, the vendor will submit to the CHCS Construction Manager for approval a work plan which includes the following:
 - a. The vendor's names and titles of personnel assigned to the project.
 - b. The project breakdown showing subprojects, costs, activities and tasks.
 - c. The time-phased plan for completing the project.
13. Upon completion, CHCS's Construction Manager shall conduct careful inspection with vendor's project manager/supervisor and shall correct all defective work to the satisfaction of the Facilities & Construction Managers.
14. The vendor and/or manufacturer shall warrant all work performed under this contract for a period of 5 years from the date of CHCS's acceptance of completed job. Any defects in materials or workmanship appearing during this period shall be corrected without cost to CHCS.

V. Invoices for Payment

1. Upon completion and final walk through The Vendor will submit an electronic and mailed invoice for payment. Invoice for payment shall be itemized and supported by substantiating data as required by the Owner.
2. Vendor will only be allowed to invoice for the cost of services/goods in compliance with his/ her proposal.
3. Invoices must contain a complete description of the work or service that was performed, the contract price for each building, the date of service, and address of service location.
4. Contractor(s) must submit a separate invoice for each facility.

VI. Quality Assurance

1. Installer Qualifications: Qualified firm that is approved, authorized, or licensed by HVAC system manufacturer to install manufacturer's product and that is eligible to receive the specified manufacturer's guarantee.
2. Manufacturer Qualifications: Qualified manufacturer that has UL listing for HVAC system identical to that used for this Project.
3. Testing Agency Qualifications: An independent testing agency with the experience and capability to conduct the testing indicated. Testing company will be paid for and selected by Center.

VII. Project Closeout

1. Furnish to the Owner, operation and maintenance manuals, if applicable.
2. The Vendor and all Subcontractors and interested parties shall be present at all inspections as set forth in this section and as specified elsewhere in agreement.
3. The project closeout documentation check list, as shown and described in this section, shall be completed by the Vendor and all items required for closeout shall be delivered to the Owner in two (2) copies bound in a three-ring notebook binder.
4. Comply with all items as listed in this section.

VIII. Final Inspections

1. This project shall have both a Pre-Final inspection and a Final Inspections made before it is finally accepted by the Owner. A complete and thorough training shall be conducted by the Vendor and all the subcontractors for the CHCS Maintenance Department after the Pre-Final Inspection.
2. The Pre-Final Inspection shall be held after all systems are in place and in operation. The Vendor and Subcontractors shall attend this inspection.

- The Final Inspection shall be held with the Owner, the Vendor and Subcontractors to demonstrate to the Owner that all systems in the buildings are operating as designed and to their satisfaction.

IX. Closeout Documentation Checklist

- The Vendor shall furnish all letters, warranties, reports, certificates, certification and all other items as required on the closeout checklist as shown at the end of this section before invoices are paid.

X. Substantial Completion

- Substantial completion is the date that the Owner and Vendor determine the project is complete enough for the Owner to achieve beneficial occupancy. It is also the date that begins the warranty periods.

XI. Final Completion

- Please refer to the Check list below for a detailed listing of documentation, certification and submittals required for Final Completion and Final Payment.
- The following closeout items must be submitted by the Vendor before final payment will be recommended by the CHCS Construction Manager. Two copies of each will be required.
- Executed Certificate of Substantial Completion with attached punch list.
- Final Invoice for Payment.
- Properly executed release of liens by vendors (If applicable).
- Approved Inspection Certificates by local authorities having jurisdiction (If applicable).
- Vendor Five-Year Warranty (notarized).
- Warranty summary sheet and original warranties for specific items.
- List of all subcontractors and suppliers with names, addresses, and phone numbers (especially emergency numbers).
- Operations and Maintenance Manuals.
- Certification of Instruction Period with Owner’s Representative(s).

XII. Locations and units to be replaced – Please note what locations are RTUs.

Location	Unit ID No.	Current Unit	Size	Requested Replacement Unit Brand
7622 Linkside San Antonio, TX 78240	Unit 1	Goodman GH51304891AD	5 Ton	Carrier
2711 Palo Alto, San Antonio, TX 78211	Unit 6	Goodman CK60-1C	5 Ton	Carrier
	Unit 7	Ruud UAK-060JAZ	5 Ton	Carrier
	Unit 8	Airease 2SCU13LE160P-1	5 Ton	Carrier
	Unit 9	Ruud 13AJA60A01757	5 Ton	Carrier

	Unit 10	Ducan AC10B60-A	5 Ton	Carrier
6722 Calm Lake Dr. San Antonio, TX 78244	Unit 1	Ruud UPGH05EEAUER	3 Ton	Carrier
	Unit 2	Ruud UPGH07EEAUER	3 Ton	Carrier
2927 Eisenhower Rd. San Antonio, TX 78209	Unit 1	York THGD4254151A	5 Ton	Carrier
	Unit 2	Goodman GHS130361BB	5 Ton	Carrier
227 W. Drexel Building A San Antonio, TX 78210 (RTUs)	Unit 1	Bryant – Heating and Cooling	7.5 Ton	Carrier
	Unit 2	Bryant – Heating and Cooling	5 Ton	Carrier
	Unit 3	Bryant	4 Ton	Carrier
	Unit 4	Bryant	4 Ton	Carrier
	Unit 7	Bryant – Heating and Cooling	5 Ton	Carrier
	Unit 8	Bryant	4 Ton	Carrier
	Unit 9	Bryant – Heating and Cooling	7.5 Ton	Carrier
	Unit 12	Bryant – Heating and Cooling	7.5 Ton	Carrier
	Unit 13	Bryant	5 Ton	Carrier
227 W. Drexel Building B San Antonio, TX 78210 (RTUs)	Unit 1	Ruud	5 Ton	Carrier
	Unit 2	Ruud	4 Ton	Carrier
	Unit 3	Ruud	5 Ton	Carrier

	Unit 4	Ruud	3 Ton	Carrier
227 W. Drexel Building D San Antonio, TX 78210 (RTUs)	Unit 2	Trane	5 Ton	Carrier
	Unit 3	Unknown	3 Ton	Carrier
8155 Lone Shadow Converse, TX 78109	Unit 1	York XEM01216N	5 Ton	Carrier
	Unit 2	Tapan	5 Ton	Carrier
	Unit 3	York PZMP02N0	5 Ton	Carrier
	Unit 4	York PZMP02N0	5 Ton	Carrier
8165 Lone Shadow Converse, TX 78109	Unit 1	Ruud UGPN10EBRJR	5 Ton	Carrier
711 E. Josephine St. San Antonio, TX 78208 (RTUs)	Unit 1	Trane SFB20021D00 Heating and Cooling	10 Ton	Carrier
	Unit 2	Trane SMHFHB2506LK Heating and Cooling	10 Ton	Carrier
	Unit 3	Trane - Heating and Cooling	10 Ton	Carrier
	Unit 4	Trane - Heating and Cooling SFHB250GLK20F31000	10 Ton	Carrier
	Unit 5	Trane YSC120FRLB0V - Heating and Cooling	10 Ton	Carrier
	Unit 6	Trane Y5120E3RLB0U - Heating and Cooling	10 Ton	Carrier
1921 Burnet San Antonio, TX 78202 (RTUs)	Unit 1	Goodman	2 Ton	Carrier
	Unit 2	Goodman	2.5 Ton	Carrier
	Unit 3	Unknown – Heating and Cooling	4 Ton	Carrier

	Unit 4	Unknown	2.5 Ton	Carrier
	Unit 5	Unknown	2 Ton	Carrier
	Unit 6	Ruud – Heating and Cooling	5 Ton	Carrier
	Unit 7	Carrier	2 Ton	Carrier
	Unit 8	Goodman	3 Ton	Carrier
	Unit 9	Ruud	3 Ton	Carrier
	Unit 10	Ruud – Heating and Cooling	4 Ton	Carrier
	Unit 11	Ruud	3 Ton	Carrier
	Unit 12	Ruud – Heating and Cooling	4 Ton	Carrier
1920 Burnet San Antonio, TX 78202	Unit 2	Trane	3 Ton	Carrier
601 N. Frio Building 1 San Antonio, TX 78207	Unit 1	Trane –Heating and Cooling	5 Ton	Carrier
	Unit 2	Trane –Heating and Cooling	5 Ton	Carrier
	Unit 3	Unknown –Heating and Cooling	5 Ton	Carrier
	Unit 4	Unknown –Heating and Cooling	2 Ton	Carrier
	Unit 5	Trane –Heating and Cooling	5 Ton	Carrier
	Unit 7	Trane –Heating and Cooling	5 Ton	Carrier
	Unit 8	Trane –Heating and Cooling	5 Ton	Carrier
	Unit 9	Trane –Heating and Cooling	5 Ton	Carrier
	Unit 10	Trane –Heating and Cooling	5 Ton	Carrier

005 - ASSURANCES

The Proposer assures the following (signature required):

1. That all addenda and attachments to the RFB as distributed by CENTER have been received.
2. No attempt will be made by the Proposer to induce any person or firm to submit or not to submit a Bid, unless so described in the RFB document.
3. The Proposer does not discriminate in its services or employment practices on the basis of race, color, religion, sex, sexual orientation, national origin, disability, veteran status, or age.
4. That no employee of CENTER or Department of State Health Services ("DSHS"), and no member of CENTER's Board of Trustees will directly or indirectly receive any pecuniary interest from an award of the proposed contract. If the Proposer is unable to make the affirmation, then the Bid must disclose any knowledge of such interests.
5. Proposer accepts the terms, conditions, criteria, and requirements set forth in the RFB.
6. Proposer accepts CENTER's right to cancel the RFB at any time prior to contract award.
7. Proposer accepts CENTER's right to alter the timetables for procurement as set forth in the RFB.
8. The Bid submitted by the Proposer has been arrived at independently without consultation, communication, or agreement with another party for the purpose of restricting competition.
9. Unless otherwise required by law, the information in the Bid submitted by the Proposer has not been knowingly disclosed by the Proposer to any other Proposer prior to the notice of intent to award.
10. No claim will be made to CENTER for payment to cover costs incurred in the preparation of the submission of the Bid or any other associated costs.
11. CENTER has the right to complete background checks and to verify information submitted by a Proposer.
12. The individual signing this document and the contract is authorized to legally bind the Proposer.
13. The address submitted by the Proposer to be used for all notices sent by CENTER is current and correct.
14. All cost and pricing information is reflected in the Bid documents or attachments.
15. That the Proposer is not currently held in abeyance or barred from the award of a federal or state contract.
16. That the Proposer is not currently delinquent in its payments of any franchise tax or state tax owed to the state of Texas, pursuant to Texas Business Corporation Act, Texas Civil Statutes, Article 2.45.
17. Proposer shall disclose whether any of the directors or personnel of Proposer has either been an employee or a trustee of CENTER within the past two (2) years preceding the date of submission of the Bid. This requirement applies to all personnel, whether or not identified as key personnel. If such employment has existed, or term of office served as trustee, the Proposer shall state in an attached writing the nature and time of the affiliations as defined.
18. Proposer shall identify in an attached writing any trustee or employee of CENTER who has a financial interest in Proposer or who is related within the second degree by consanguinity or affinity to a person having such financial interest. Such disclosure shall include a complete statement of the nature of such financial interest and the relationship, if applicable. Moreover, Proposer shall state in an attached writing whether any of its directors or personnel knowingly has had a personal relationship with employees or officers of CENTER within the past two (2) years that may interfere with fair competition.
19. No current or former employee or officer of a federal, state, or local governmental agency, and/or the CENTER directly or indirectly aided or attempted to aid in the procurement of Proposer's services.
20. Proposer shall disclose in an attached writing the name of every CENTER key person with whom Proposer is doing business or has done business during the 365 day period immediately prior to the date on which the Bid is due; failure to include such a disclosure will be a binding representation by Proposer that the natural person executing the Bid has no knowledge of any CENTER key persons with whom Proposer is doing business or has done business during the 365 day period prior to the immediate date on which the Bid is due.
21. Under Section 231.006 of the Texas Family Code, the contractor or Proposer certifies that the individual or business entity named in this Bid is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
22. Proposer has no conflict of interest and meets the standards of conduct requirements pursuant to Texas Administrative Code Section 412.54(c).
23. That all information provided in the Bid is true and correct.

Company Name: _____

Contact Person: _____

Address: _____

Telephone: _____

Signature: _____

Printed Name of Signing Authority

Date

006 - TERM OF CONTRACT

The anticipated term for a contract awarded in response to this RFB is until the scope of service listed within RFB is completed. The Center shall make progress payments as the work proceeds, on estimates of work accomplished which meet the standards of quality established under the contract, as approved by the Center's Construction Manager. The Center may terminate a contract at any time if funds are restricted, withdrawn, not approved or service is unsatisfactory; it being understood that funds for each calendar year covered by any resulting contract will be requested and, if approved, will be provided as part of Center's budget for each fiscal year.

007 – WALK THROUGH & PRE-SUBMITTAL CONFERENCE

A Walk Through has been scheduled on April 9, 2018. Walk through begins at 8:00 AM at 2711 Palo Alto, San Antonio, Texas, 78211. Please see schedule below.

As a requirement by the Center's Safety Department, please bring safety harness & hard hat to wear while participating in the walk through. Under no circumstance will any individuals be allowed to be on roofs without safety harness & hard hat.

Walk through begins promptly at times below.

1. 2711 Palo Alto, San Antonio, Texas 78211
2. 227 Drexel Buildings A, B, & D, San Antonio, Texas 78210
3. 601 N. Frio St. San Antonio, Texas 78207
4. 711 Josephine San Antonio, Texas 78208
5. 1920 & 1921 Burnet, San Antonio, Texas 78202
6. 7622 Linkside, San Antonio, Texas 78240
7. 2927 Eisenhower Rd. San Antonio, Texas 78209
8. 6722 Calm Lake, San Antonio, Texas 78244
9. 8155 Lone Shadow, Converse, Texas 78109

A Pre-Submittal Conference will be held at the Center for Health Care Services, Board Room, located at 6800 Park Ten Blvd. Suite 200-S, San Antonio, Texas 78213 at 10:30 AM Local Time, on April 10, 2018.

This meeting place is accessible to disabled persons. The Center for Health Care Services, Board Room is wheelchair accessible. The accessible entrance is located at 6800 Park Ten Blvd. Suite 200-S. Accessible parking spaces are located at 6800 Park Ten Blvd. Suite 200-S. Respondents that are unable to attend in person may participate by Conference Call. Respondents may call the toll free number listed below and enter access code to participate the day of the conference.

Dial-In Toll Telephone Number: 210-714-4201
Dial-In Toll-Free Telephone Number: 1-800-717-4201

Access Code: 18015 #

Bidders are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings.

Respondents may submit their Questions pertaining to this RFB to Adam Velez, Contract Administrator, by email to AVelez@chcsbc.org, please carbon copy contracts@chcsbc.org before April 13, 2018 at 12:00 p.m. Please refrain from contacting the Center's Board of Trustees members during the search process and direct all inquiries to the contact person listed above. A written response to questions will be posted to the Center's website by 5:00 p.m. on April 16, 2018. Only those written questions received prior to the April 13, 2018 deadline will be addressed.

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 Center. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the Center shall not be binding on the Center. Respondents are encouraged to resubmit their questions in writing, to the Center Staff person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

008 – INSTRUCTIONS FOR BIDDERS

Submission of Hard Copy Bids. Submit one original bid, signed in ink, and two copies of the bid enclosed in a sealed envelope addressed to the Center for Health Care Services at the address and by no later than 12:00 P.M on May 2, 2018. The name and address of Bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s). All times stated he-rein are Local Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected.

The Center reserves the right to reject any and all Bids, to waive technicalities, and to accept any advantages deemed beneficial to the Center and its consumers. Each firm which submits a complete response but is not awarded a contract will be notified in writing that the Bid is no longer being considered. Any information contained in the Bid that is deemed to be proprietary in nature must clearly be so designated in the Bid. Such information may be subject to disclosure under the Public Information Act on opinions from the Texas Attorney General's office.

Bids sent to Center by facsimile or email shall be rejected.

Modified Bids. Bids may be modified provided such modifications are received prior to the time and date set for submission of bids, and submitted in the same manner as original bids. Provide a cover letter with the bid, indicating it is a modified bid and that the Original bid is being withdrawn.

Center shall not be responsible for lost or misdirected bids or modifications.

Bidders must sign the Signature Page on hard copy bids and return the RFB document to the Center.

Alternate Bids. Alternate bids may be allowed at the sole discretion of Center.

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

Changes to RFB.

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

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

Preparation of Bids.

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

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

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

All or None Bids. Any bid 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 bid being deemed nonresponsive and disqualified from consideration. An "All or None" bid is one in which Center will award the entire contract to one bidder only.

Samples, Demonstrations and Pre-award Testing. If requested by Center, Bidder shall provide product samples, demonstrations, and/or testing of items bid to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of Center's request. Failure to comply with Center's request may result in rejection of a bid. All samples (including return thereof), demonstrations, and/or testing shall be at Bidder'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 Center at no cost to Center. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

The quantities stated are estimates only and are in no way binding upon Center. Estimated quantities are used for the purpose of evaluation. Center 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.

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

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

Confidential or Proprietary Information. All bids become the property of the Center upon receipt and will not be returned. Any information deemed to be confidential by Bidder should be clearly noted; however, Center 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 Bidder may not be considered confidential under Texas law, or pursuant to a Court order. Note that pursuant to state law, bids are opened publicly and read aloud.

Costs of Bidding. Bidder shall bear any and all costs that are associated with the preparation of the Bid, attendance at the Pre-Submittal Conference, if any, or during any phase of the selection process.

Rejection of Bids.

Center may reject any and all bids, in whole or in part, cancel the RFB and reissue the solicitation. Center may reject a bid if:

Bidder misstates or conceals any material fact in the bid; or

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

The bid is conditional; or

Any other reason that would lead Center to believe that the bid is non-responsive or Bidder is not responsible.

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

Variances and Exceptions to Bid Terms. In order to comply with State law, bidders must submit bids on the same material terms and conditions. Bids that contain material variances or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.

Changes to Bid Form. Bids must be submitted on the forms furnished. Bids that change the format or content of Center's RFB will be rejected.

Withdrawal of Bids. Bids may be withdrawn prior to the time set for the bid opening. Written notice of withdrawal shall be provided to the Center's Contract Administrator.

Bid Opening. Bids will be opened publicly and read aloud at 1:00 PM on the day the bids are due. Bid openings are held at the Center for Health Care Services, located at 6800 Park Ten Blvd. Suite 200-S, San Antonio, Texas 78213.

Evaluation and Award of Contract.

Per Section §252.043 of the Texas Local Government Code, the contract will be awarded to the lowest responsible bidder. The Contracting & Procurement Division evaluates bids for responsiveness and the responsibility of the bidder,

and makes a recommendation to the Board of Trustees. The Board of Trustees makes the final determination regarding award.

Center reserves the right to make an award on the basis of low line item, low total line items, or in any other combination that serves the best interest of Center, unless Center designates this solicitation as an "all or none" bid in the Supplemental Terms & Conditions.

Breaking of tie bids shall be in accordance with the Texas Local Government Code §271.901.

Center 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 RFB, Bidders' equipment may be a determining factor in making the bid award. All bidders may be subject to inspection of their equipment.

Prospective bidders must prove beyond any doubt to the Center's Contracting & Procurement Contract Administrator that they are qualified and capable of performing the contract's requirements.

Prompt Payment Discount.

Provided Bidder meets the requirements stated herein, Center shall take Bidder'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 bid price, either per line item or total bid amount. However, Center reserves the right to reject a discount if the percentage is too low to be of value to Center, all things considered. Center may also reject a discount if the percentage is so high as to create an overly large disparity between the price Center would pay if it is able to take advantage of the discount and the price Center would pay if it were unable to pay within the discount period. Center may always reject the discount and pay within the 30 day period, at Center's sole option.

Center 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 bid evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the bid price during bid evaluation, and Center will take the 2% discount if the invoice is paid within the 10 day time period.

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

The Contractor shall, at its own expense, conduct criminal background checks on all personnel and subcontractors assigned to provide services on Center property. The background checks must satisfy the requirements of the Center's licensing and regulatory agencies. Proof that such checks have been conducted will be provided by the Contractor to the Center upon request.

The Bidder must indicate whether or not it will be subcontracting portion(s) of services contained in this RFB's Scope of Services. If so, indicate the name of the subcontractor and the portion of the work, which will be subcontracted. Provide the subcontractor's qualifications that meet the requirements of the Scope of Services. The Center reserves the right to refuse the selection of any subcontractor(s) by Contractor for reasonable cause.

Invoices shall be issued on a time and material basis for services rendered. The Center will pay invoices within 30 days of receipt (commercial credit) only after services have been performed. The Contractor shall invoice each facility separately with individual invoices to include credits (if any) in the same invoice. The Center is a tax exempt entity.

Firm Offer. All provisions in Respondent's Bid, including any estimated or projected costs, shall remain valid for one hundred and twenty (120) days following the deadline date for submissions or, if a Bid is accepted, throughout the entire term of the contract.

009 - RESTRICTIONS ON COMMUNICATION

Respondents are prohibited from communicating with: 1) Center Board of Trustees regarding the RFB or Bids from the time the RFB has been released until the contract is posted as an agenda item; and 2) Center employees from the time the RFB 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 RFB and/or Bid submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent’s Bid from consideration.

Exceptions to the Restrictions on Communication with Center employees include:

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

Respondents may submit written questions concerning this RFB to the Staff Contact Person listed below until 12:00 PM, Local Time, April 13, 2018. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

Adam Velez
Center for Health Care Services
AVelez@chcsbc.org (Carbon Copy Contracts@chcsbc.org)

Questions submitted and the Center’s responses will be posted with this solicitation to the Center’s website.

Center reserves the right to contact any Respondent to negotiate if such is deemed desirable by Center. Such negotiations, initiated by Center staff persons, shall not be considered a violation by Respondent of this section.

010 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

The Center reserves the right to award one, more than one or no contract(s) in response to this RFB.

The Contract, if awarded, will be awarded to the Respondent(s) whose Bid(s) is deemed most advantageous to Center, as determined by the selection committee, upon approval of the Center’s Board of Trustees.

The Center may accept any Bid in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFB on the part of Center. However, final selection of a Respondent is subject to Center’s Board of Trustees approval.

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

The Center reserves the right to reject, for any reason and at its sole discretion, in total or in part, any and/or all Bids, regardless of comparability of price, terms or any other matter, to waive any formalities, and to negotiate on the basis of the Bids received for the most favorable terms and best service for the Center. If a firm is selected, the firm will be required to execute a contract. If Center funding is materially decreased during the contract term, the contract may be amended and/or terminated.

No work shall commence until Center signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFB and the Contract. Contract documents are not binding on Center until approved by the Center’s General Counsel. In the event the parties cannot negotiate and execute a contract within the time specified, Center reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

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

If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.

The successful Respondent must be able to formally invoice the Center for services rendered.

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that Center shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

011 - SCHEDULE OF EVENTS

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

RFB Release Date:	March 30, 2018
Walk Through – 2711 Palo Alto	8:00 A.M. on April 9, 2018
Pre-Submittal Conference:	10:30 A.M. on April 10, 2018
Final Questions Accepted:	12:00 P.M on April 13, 2018
Bid Due:	12:00 P.M. on May 2, 2018

012 - INSURANCE REQUIREMENTS

If selected to provide the services described in this RFB, Respondent shall be required to comply with the insurance requirements set forth below:

INSURANCE

Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Center's Contract & Procurement Division, which shall be clearly labeled "**HVAC Replacement Services**" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The Center will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the Center. The Center shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the Center's Contract & Procurement Department. No officer or employee, other than the Center's Director of Contracting & Procurement, shall have authority to waive this requirement.

The Center 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 coverage and their limits when deemed necessary and prudent by Center's Director of Contracting & Procurement based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will Center allow modification whereby Center may incur increased risk.

A Respondent's financial integrity is of interest to the Center ; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the Center , Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory Limits \$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	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

d. Personal Injury e. Contractual Liability f. Damage to property rented by you	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

Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverage required of Respondent herein, and provide a certificate of insurance and endorsement that names the Respondent and the Center of Health Care Services as additional insured. Respondent shall provide the Center with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by Center's Director of Contracting & Procurement, 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 Center's Director of Contracting & Procurement, which shall become a part of the contract for all purposes.

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

Center for Health Care Services
Attn: Contracting & Procurement Division
6800 Park Ten Blvd.
Suite 200-S
San Antonio, Texas 78213

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

- Name the Center , its Board of Trustees, employees, and volunteers as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the Center , 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 Center for Health Care Services where the Center is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the Center.
- Provide advance written notice directly to Center 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, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to Center. Center shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

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

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

It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the Center for Health Care Services 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 the Center shall be limited to insurance coverage provided.

Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.

INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFB, Respondent shall be required to comply with the indemnification requirements set forth below:

INDEMNIFICATION

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CENTER and the employees, officers, trustees, volunteers and representatives of the CENTER , 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 CENTER directly or indirectly arising out of, resulting from or related to RESPONDENT' activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, trustees, representative, employee, respondent or subcontractor of RESPONDENT, 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 CENTER, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CENTER 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 CENTER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

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. RESPONDENT shall advise the CENTER in writing within 24 hours of any claim or demand against the CENTER or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT' activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CENTER shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

013 - RFB ATTACHMENTS

RFB ATTACHMENT A, PART ONE

GENERAL INFORMATION FORM

1. Respondent Information: Provide the following information regarding the Respondent. Please tell us about your Business. If your Business is affiliated with a large firm that includes multiple teams around the country, please tell us about your local team/operation.

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

Doing Business As: (other business name, if applicable): _____

Business 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: _____

Is Business a certified HUB, SBE, M/WBE, or VBE? Yes NO
If yes, please attach all applicable current certifications.

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: _____

List the name and business address of each person or legal entity, which has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

Printed Name of Contract Signatory: _____
Job Title: _____

(NOTE: This RFB solicits Bids 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:

Center: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Gross Revenue: __ \$100 K or less __ \$101K-\$500K __\$501K-900K __\$901K-\$2.5M __\$2.5 M or more

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

Name of principal financial institution for financial responsibility reference.

Name of Bank: _____

Address: _____

Center and State: _____

Officer familiar with bidder's account: _____

Federal taxpayer I.D. number: _____

2. Contact Information: List the one person who the Center may contact concerning your Bid or setting dates for meetings.

Name: _____ Title: _____

Address: _____

Center: _____ 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 ___

List the name and business address of each person or legal entity, which has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

Name of principal financial institution for financial responsibility reference.

Name of Bank: _____

Address: _____

Center and State: _____

Officer familiar with bidder's account: _____

Federal taxpayer I.D. number: _____

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.

Are there any proceedings relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract? ___ Yes ___ No

If "Yes", state the name of the individual, organization contracted with and reason for proceedings.

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?

Yes ___ No ___ 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.

d. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason? ___ Yes ___ No

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. **Please fill out entire section for each reference.**

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

Center: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

Center: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

Center: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Date and Type of Service(s) Provided: _____

RFB ATTACHMENT B

PRICE SCHEDULE

The Bid should include all fees to provide services listed in this RFB.

NOTE: The CENTER does not pay sales or use tax and such taxes cannot be passed on to the CENTER in any form.

Location	Unit to be replaced	Replacement Cost of Carrier Unit
7622 Linkside San Antonio, TX 78240	Unit 1	\$
2711 Palo Alto, San Antonio, TX 78211	Unit 6	\$
	Unit 7	\$
	Unit 8	\$
	Unit 9	\$
	Unit 10	\$
6722 Calm Lake Dr. San Antonio, TX 78244	Unit 1	\$
	Unit 2	\$
2927 Eisenhauer Rd. San Antonio, TX 78209	Unit 1	\$
	Unit 2	\$
227 W. Drexel Building A San Antonio, TX 78210 (RTUs)	Unit 1	\$
	Unit 2	\$
	Unit 3	\$
	Unit 4	\$
	Unit 7	\$
	Unit 8	\$
	Unit 9	\$
	Unit 12	\$
	Unit 13	\$

227 W. Drexel Building B San Antonio, TX 78210 (RTUs)	Unit 1	\$
	Unit 2	\$
	Unit 3	\$
	Unit 4	\$
227 W. Drexel Building D San Antonio, TX 78210 (RTUs)	Unit 2	\$
	Unit 3	\$
8155 Lone Shadow Converse, TX 78109	Unit 1	\$
	Unit 2	\$
	Unit 3	\$
	Unit 4	\$
8165 Lone Shadow Converse, TX 78109	Unit 1	\$
711 E. Josephine St. San Antonio, TX 78208 (RTUs)	Unit 1	\$
	Unit 2	\$
	Unit 3	\$
	Unit 4	\$
	Unit 5	\$
	Unit 6	\$
1921 Burnet San Antonio, TX 78202 (RTUs)	Unit 1	\$
	Unit 2	\$
	Unit 3	\$
	Unit 4	\$

	Unit 5	\$
	Unit 6	\$
	Unit 7	\$
	Unit 8	\$
	Unit 9	\$
	Unit 10	\$
	Unit 11	\$
	Unit 12	\$
1920 Burnet San Antonio, TX 78202	Unit 2	\$
601 N. Frio Building 1 San Antonio, TX 78207	Unit 1	\$
	Unit 2	\$
	Unit 3	\$
	Unit 4	\$
	Unit 5	\$
	Unit 7	\$
	Unit 8	\$
	Unit 9	\$
	Unit 10	\$

RFB ATTACHMENT C

General Decision Number: TX180280 03/23/2018 TX280

Superseded General Decision Number: TX20170280

State: Texas

Construction Type: Building

County: Bexar County in Texas.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	03/23/2018

* ASBE0087-014 01/01/2018

Rates Fringes

ASBESTOS WORKER/HEAT & FROST
INSULATOR (Duct, Pipe and
Mechanical System Insulation)....\$ 22.72 10.02

BOIL0074-003 01/01/2017

Rates Fringes

BOILERMAKER.....\$ 28.00 22.35

ELEC0060-003 06/01/2016

Rates Fringes

ELECTRICIAN (Communication
Technician Only).....\$ 21.57 9%+4.65

ELEC0060-004 06/01/2017

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring).....	\$ 27.90	16%+4.85

ELEV0081-001 01/01/2018

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 39.32	32.645+a+b

FOOTNOTES:

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

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

ENGI0450-002 04/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR Cranes.....	\$ 34.85	9.85

IRON0066-013 06/01/2017

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 21.55	6.73

IRON0084-011 06/01/2017

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 23.27	7.12

PLUM0142-009 07/01/2017

	Rates	Fringes
HVAC MECHANIC (HVAC Electrical Temperature Control Installation Only).....	\$ 30.25	11.80
HVAC MECHANIC (HVAC Unit Installation Only).....	\$ 30.25	11.80
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 30.25	11.80
PLUMBER (Excludes HVAC Pipe Installation).....	\$ 30.25	11.80

SFTX0669-002 04/01/2017

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 29.03	15.84

SHEE0067-004 04/01/2017

Rates Fringes

Sheet metal worker Excludes HVAC Duct Installation.....	\$ 26.10	15.25
HVAC Duct Installation Only.....	\$ 26.10	15.25

SUTX2014-006 07/21/2014

Rates Fringes

BRICKLAYER.....	\$ 22.15	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 17.83	0.00
CARPENTER (Form Work Only).....	\$ 13.63	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 16.86	4.17
CAULKER.....	\$ 15.00	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 22.27	5.30
DRYWALL FINISHER/TAPER.....	\$ 13.81	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 15.18	0.00
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 20.39	3.04
IRONWORKER, REINFORCING.....	\$ 12.27	0.00
LABORER: Common or General.....	\$ 10.75	0.00
LABORER: Mason Tender - Brick...	\$ 11.88	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.00	0.00
LABORER: Pipelayer.....	\$ 11.00	0.00
LABORER: Roof Tearoff.....	\$ 11.28	0.00
LABORER: Landscape and Irrigation.....	\$ 8.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.98	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 14.00	0.00
OPERATOR: Bulldozer.....	\$ 14.00	0.00
OPERATOR: Drill.....	\$ 14.50	0.00

OPERATOR: Forklift.....	\$ 12.50	0.00
OPERATOR: Grader/Blade.....	\$ 23.00	5.07
OPERATOR: Loader.....	\$ 12.79	0.00
OPERATOR: Mechanic.....	\$ 18.75	5.12
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03	0.00
OPERATOR: Roller.....	\$ 12.00	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping.....	\$ 13.07	0.00
ROOFER.....	\$ 12.00	0.00
TILE FINISHER.....	\$ 11.32	0.00
TILE SETTER.....	\$ 14.94	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11

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

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

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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

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

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

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

RFB ATTACHMENT D

SIGNATURE PAGE

I, individually and on behalf of the business named above, do by my signature below certify that the information provided in this questionnaire is true and correct and I am authorized to bind the Proposer contractually. I understand that if the information provided herein contains any false statements or any misrepresentations: 1) The CENTER will have the grounds to terminate any or all contracts which the CENTER has or may have with the business; 2) The CENTER may disqualify the business named above from consideration for contracts and may remove the business from the CENTER'S bidders list; or/and 3) The CENTER may have grounds for initiating legal action under federal, state, or local law. The signatory below is

Print Name

Title

Signature of Owner
(Owner, CEO, President, Majority Stockholder or
Designated Representative)

Date