



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

FORMAL INVITATION FOR BID (“IFB”) NO.: 6100009244

**BES - CARPET TILE, LUXURY VINYL TILE AND COVE WALL BASE, REMOVAL
& INSTALLATION**

Date Issued: JULY 21, 2017

**BIDS MUST BE RECEIVED NO LATER THAN:
2:00 PM CT AUGUST 11, 2017**

Bids 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:

City Clerk’s Office
100 Military Plaza
City Hall
San Antonio, Texas 78205

Mailing Address:

City Clerk’s Office
P.O. Box 839966
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

“BES – CARPET TILE, LUXURY VINYL TILE AND COVE WALL BASE, REMOVAL &
INSTALLATION”

Bid Due Date: 2:00 PM, CT AUGUST 11, 2017

Bid No.: 6100009244

Bidder’s Name and Address

Bid Bond: Yes Performance Bond: Yes Payment Bond: Yes Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: Yes DBE / ACDBE Requirements:

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

Pre-Submittal Conference * YES

The Pre-Submittal conference will be held on July 28, 2017 at 2:00 PM CT at Riverview Towers – Hill Country Conference Rm, 111 Soledad, Ste 1100, San Antonio, Texas, 78205, followed by a site tour for all interested vendors. **ADDITIONAL SITE TOUR ADDED: MONDAY, AUGUST 7, 2017 AT 2:00PM, CT AT FRANK WING MUNICIPAL COURT BLDG (MAIN ENTRANCE), 401 S. FRIO, SAN ANTONIO, TEXAS 78207.**

Staff Contact Person: DELFINA TOVAR, PROCUREMENT SPECIALIST, P.O. Box 839966, San Antonio, TX 78283-3966. Email: DELFINA.TOVAR@SANANTONIO.GOV

SBEDA Contact Information: Lucy Barbosa, (210) 207-3910, Lucy.Barbosa@sanantonio.gov.

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003 - INSTRUCTIONS FOR BIDDERS

Submission of Bids.

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 City Clerk at the address and by the due date provided on the Cover Page. 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 herein are Central Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Bids. Submit one bid electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any bid 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.

Bids sent to City 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. For hard copy bids, provide a cover letter with the bid, indicating it is a modified bid and that the Original bid is being withdrawn. For electronic bids, a modified bid will automatically replace a prior bid submission. See below for information on submitting Alternate Bids.

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

Bidders must sign the Signature Page on hard copy bids and return the IFB document to City. For electronic bids, Bidder's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

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

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

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.

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

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

The bid 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.

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

Bidders 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 Purchasing & General Services Department.

Specified items identified herein, if any, are for overall bid 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.

Bidders are prohibited from communicating with: 1) elected City officials and their staff regarding the IFB or bids from the time the IFB has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the IFB 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 IFB and/or bid submitted by Bidder. Violation of this provision by Bidder and/or its agent may lead to disqualification of Bidder’s bid from consideration.

Exceptions to the restrictions on communication with City employees include:

Bidders may ask verbal questions concerning this IFB at the Pre-Submittal Conference.

Bidders may submit written questions, or objections to specifications, concerning this IFB to the Staff Contact Person listed on the Cover Page on or before 7 calendar days prior to the date bids 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.

Bidders may provide responses to questions asked of them by the Staff Contact Person after bids are received and opened. The Staff Contact Person may request clarification to assist in evaluating Bidder’s response. The information provided is not intended to change the bid response in any fashion. Such additional information must be provided within two business days from City’s request.

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City’s Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the required SBEDA forms. The point of contact, Lucy Barbosa, may be reached by telephone at (210) 207-3910 or by e-mail at Lucy.Barbosa@sanantonio.gov. *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

Bidders 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 IFB after the bid 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, bidders 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. Bidders and/or their agents may contact Ms. Brice at any time prior to the due date for submission of bids. Contacting her or her office regarding this IFB after the bid due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Bidders 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 prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

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 IFB.

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

Preparation of Bids.

All information required by the IFB 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 City.

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 City, unless City 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 City will award the entire contract to one bidder only.

Delivery Dates. Proposed delivery dates must be shown in the bid form where required and shall include weekends and holidays, unless specified otherwise in this IFB. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the bid. 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. Bidders must not include such taxes in bid prices. An exemption certificate will be signed by City where applicable upon request by Bidder 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.

Bids 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 bid 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 bid 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, 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 City's request. Failure to comply with City'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 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.

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 plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this IFB. No plea of ignorance by Bidder will be accepted as a basis for varying the requirements of City or the compensation to Bidder.

Confidential or Proprietary Information. All bids become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Bidder 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 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. In addition, bids are tabulated and posted to the City’s website, so shall not be considered proprietary or confidential.

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 IFB. If this contract will be subject to cooperative purchasing, such fact will be indicated in the Supplemental Terms and Conditions portion of this IFB. Such acquisition(s) shall be at the prices stated in the bid, and shall be subject to Bidder’s acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid.

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

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.

City may reject any and all bids, in whole or in part, cancel the IFB and reissue the solicitation. City 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 City to believe that the bid is non-responsive or Bidder is not responsible.

City, 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 City’s IFB 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 City Clerk for bids submitted in hard copy. Bids submitted electronically may be withdrawn electronically.

Bid Opening. Bids will be opened publicly and read aloud at 2:30 on the day the bids are due. Bid openings are held at Purchasing & General Services, Riverview Tower, 11th Floor, 111 Soledad, Suite 1100, San Antonio, Texas 78205.

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 Purchasing Division evaluates bids for responsiveness and the responsibility of the bidder, and makes a recommendation to the City Council. The City Council makes the final determination regarding award.

City 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 City, unless City designates this solicitation as an “all or none” bid in the Supplemental Terms & Conditions.

A written award of acceptance (manifested by a City Ordinance) and Purchase Order furnished to Bidder 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 bids when future usages are unable to be determined.

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

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

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

Prompt Payment Discount.

Provided Bidder meets the requirements stated herein, City 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, 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 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 City will take the 2% discount if the invoice is paid within the 10 day time period.

Tabulations. The Purchasing Division will post preliminary tabulations within 7 days of the advertised bid opening. The information on these tabulations will be posted for informational purposes only, and will be posted as read during the bid opening. This tabulation is not a notice of award of the contract. All bids are subject to review for completeness, accuracy and compliance with the terms set forth in the bid documents.

Bid Protest Procedures.

Any bidder who is adversely affected in connection with the solicitation, evaluation, or proposed award of a contract may file a protest with the Director and appeal any adverse decision to the City Manager of the City of San Antonio.

Bidder must deliver a written notice of protest to the Director within 7 calendar days of the posting of the intent to award. If Bidder does not file a written notice within this time, Bidder will have waived all rights to formally protest the intent to award. It is Bidder's responsibility to check the City's website posting.

Debriefing. Debriefing of contract award is available upon request and after award of the Contract.

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.

State of Texas Conflict of Interest Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under §176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

In addition, please complete the **City's Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

<http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf>

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

If delivering by hand, deliver to:

Office of the City Clerk, City Hall, 100 Military Plaza, San Antonio, TX 78205.

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

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.01 SCOPE:

The City of San Antonio is soliciting bids for a contractor to furnish and provide all supervision, labor, transportation, tools, equipment, methods of communication, reports, submittals, supervision, and supplies necessary for the replacement of existing flooring systems at the Frank Wing Municipal Courts facility located at 401 S. Frio St. San Antonio, TX. The services required by this solicitation shall consist of but are not limited to: removing existing flooring components, moving furniture, floor preparation, and installing new flooring components.

Work shall be completed within **60 calendar days** after vendor receipt of Purchase Order.

4.02 DEFINITIONS:

Whenever a term defined by the Uniform Commercial Code (UCC), as enacted by the State of Texas, is used in this contract, the UCC definition shall prevail, unless otherwise defined in this contract. For the purpose of this IFB the following definitions shall apply:

1. **BESD:** City's Building and Equipment Services Department.
2. **Bidder:** a person, firm or entity that submits a bid in response to a solicitation. The bidder whose bid is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.
3. **City Designated Departmental Representative (CDDR):** The facilities maintenance manager or coordinator for the respective City department.
4. **Contractor:** The bidder whose bid is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.
5. **Holidays:** Holidays are defined as City recognized holidays as published on the City's web site at <http://www.sanantonio.gov/Commpa/holidaysandclosures>
6. **ID Badges:** Identification badges.
7. **Parts:** Includes all materials and goods used to perform the requirements in this IFB.
8. **Purchase Order (PO):** 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 an IFB for the price stated in Vendor's bid.
9. **Vendor:** The bidder whose bid is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

4.03 REFERENCES:

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

ASTM INTERNATIONAL (ASTM)	
ASTM D 4078	Water Emulsion Floor Polish
ASTM D 5603	Rubber Compounding Materials - Recycled Vulcanite Particulate Rubber
ASTM D 3389	Standard Method for Coated Fabrics Abrasion Resistance (Rotary Platform, Double-Head Abrader)
ASTM E 2129	Standard Practice for Data Collection for Sustainability Assessment of Building Products
ASTM E 648	Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source
ASTM E 662	Standard Test Method for Specific optical Density of Smoke Generated by Solid Materials
ASTM F 137	Standard Test Method for Flexibility of Resilient Flooring Materials with Cylindrical Mandrel Apparatus
ASTM F 386	Standard Test Method for Thickness of Resilient Flooring Materials Having Flat Surfaces
ASTM F 410	Standard Test Method for Wear Layer Thickness of Resilient Floor Coverings by Optical Measurement
ASTM F 710	Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring
ASTM F 925	Standard Test Method for Resistance to Chemicals of Resilient Flooring
ASTM F 970	Standard Test Method for Static Load Limit
ASTM F1066	Standard Specification for Vinyl Composition Floor Tile
ASTM F 1265	Standard Test Method for Resistance to Impact for Resilient Floor Tile
ASTM F1303	Sheet Vinyl Floor Covering with Backing
ASTM F 1304	Standard Test Method for Deflection of Resilient Floor Tile
ASTM F 1344	Rubber Floor Tile
ASTM F 1482	Installation and Preparation of Panel Type Underlayment to Receive Resilient Flooring
ASTM F 1514	Standard Test Method for Measuring Heat Stability of Resilient Flooring by Color Change
ASTM F 1515	Standard Test Method for Measuring Light Stability of Resilient Flooring by Color Change
ASTM F 1700	Solid Vinyl Floor Tile
ASTM F 1859	Rubber Sheet Floor Covering Without Backing
ASTM F 1860	Rubber Sheet Floor Covering With Backing
ASTM F 1861	Resilient Wall Base
ASTM F1869	Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride
ASTM F1913	Vinyl Sheet Floor Covering Without Backing
ASTM F 1914	Standard Test Methods for Short-Term Indentation and Residual Indentation of Resilient Floor Covering
ASTM F 2034	Sheet Linoleum Floor Covering
ASTM F 2169	Resilient Stair Treads
ASTM F 2170	Determining Relative Humidity in Concrete Floor Slabs in situ Probes
ASTM F 2195	Linoleum Floor Tile
ASTM F 2199	Standard Test Method for Determining Dimensional Stability of Resilient Floor Tile after Exposure to Heat
EUROPEAN STANDARD	
EN 433	Determination of Residual Indentation after Static Loading
EN 669	Determination of the Dimensional Changes of Tiles Caused by Atmospheric Humidity Changes
EN 670	Identification and Com
U.S. GREEN BUILDING COUNCIL (USGBC)	
LEED NC	Leadership in Energy and Environmental Design(tm) New Construction Rating System
INTERNATIONAL ORGANIZATION FOR STANDARDIZATION (ISO)	
ISO 717	Impact Sound Insulation Test
ISO 4918	Resilient, textile and laminate floor covering, Castor chair test
SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (SCAQMD)	

SCAQMD Rule 1168	Adhesive and Sealant Applications
NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)	
NFPA 253	Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source

4.04 MATERIALS:

1. Materials shall be in current production, as offered to commercial trades, and shall be of top quality. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MATERIALS ARE NOT ACCEPTABLE.
2. Any materials or parts used in complying with the contract shall be equal to or better than original equipment and meet the manufacturers' requirements.
3. Specified materials and equipment shall be standard products of a manufacturer regularly engaged in the manufacture of such products. Specified equipment shall essentially duplicate equipment that has performed satisfactorily for at least two (2) years prior to bid opening. Standard products shall have been in satisfactory commercial or industrial use for two (2) years prior to bid opening. The 2-year use shall include applications of equipment and materials under similar circumstances and used for projects of similar size. The product shall have been for sale on the commercial market through advertisements, manufacturers' catalogs, or brochures during the 2 year period.

4.04.1 MATERIAL PERFORMANCE REQUIREMENTS

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

1. The hard surface floor shall be KARNDEAN ® Art Select Dusk Oak HC03. The material for this scope of work shall meet or exceed the following requirements:

Technical Specification	Standard	Result
Reaction to Fire	ASTM E-648-06	Class 1
Flammability Test	FF 1-70 Federal Approval	Pass
Slip Resistance	ASTM C-1028	Dry .6774 Wet .6581
Staining Resistance	ASTM F-925	Pass
Light Fastness	ASTM F-1515	3.300 ΔE <8 avg. max
Abrasion Resistance	ASTM F-3884	115,000 Cycles
Dimensional Stability	ASTM F-2199	Pass -0.002 in/ft.
Static Load	ASTM F-970	1000 PSI
Flexibility	ASTM F-137	Pass
Adhesive	K-91A K-87WS K-91P (HMT) Karndean Epoxy	
Recycling		Suitable
Warranty	Commercial 15 Years	
Beveled Edge	Yes	
Standards	ASTM F-1700	
Classification	Class 3 Type B Commercial	
Material: PVC		
Overall Thickness: 1/8" (3.0mm)		
Wear Layer: 30 mil (0.7mm)		
Plank Size: 36" x 6"		

2. The carpet tile shall be Shaw Contract Group, and shall meet or exceed the following requirements:

Technical Specification	Standard	Result
Antimicrobial Assessment	AATCC-174	Pass
Pill Test		Pass
Radiant Panel		Class 1
NBS Smoke		Less than 450
Electrostatic Propensity		Less than 3.5 KV
CRI Green Label Plus		USA (GLP9968)
ADA Compliance		Meets guidelines
Product Type		Carpet Tile
Collection Name		Cut & Compose
Style Number		5T105
Construction		Multi-level pattern loop
Fiber		Solution Q extreme nylon
Dye Method		100% Solution Dyed
Primary Backing		Synthetic
Secondary Backing		ecoworx tile
Protective Treatments		Inherent stain resistance
Warranty		Lifetime commercial limited
Product Size		24.0 inches x 24.0 inches
Tufted Weight		18.0 oz./yd ²
Gauge		1/12 inch
Stiches		10 per inch
Finished Pile Thickness		0.097 inches
Total Thickness		0.236 inches
Average Density		6680 per cu. Yd.
Cradle to Cradle Certified		Silver level (version 3.1)
Health Product Declaration		1,000 ppm disclosure
Environmental Product Declaration		3rd party certified in accordance with ISO14044, ISO14025 & EN15804
Living Building Challenge		Free of red list chemicals
Declare		LBC compliant
Nsf 140		Gold
CRI Green label plus		USA (GLP9968)
Singapore Green Label		039-003
ce marking (EN 14041		3rd Party Certified
Total recycled content		39% post industrial
Product packaging		100% recyclable
Country of origin		USA

3. The broadloom carpet shall be Shaw Contract Group, and shall meet or exceed the following requirements:

Technical Specification	Standard	Result
Antimicrobial Assessment	AATCC-174	Pass
Pill Test		Pass
Radiant Panel		Class 1
NBS Smoke		Less than 450
Electrostatic Propensity		Less than 3.5 KV
CRI Green Label Plus		USA (GLP9968)
ADA Compliance		Meets Guidelines
Product Type		Broadloom
Collection		Cut & Compose
Style Number		60766
Color Name		Characters
Color Number		66761
Construction		Multi-level pattern loop
Fiber		Solution Q extreme nylon
Dye Method		100% Solution dyed
Primary Backing		Synthetic
Secondary Backing		ecoworx® performance broadloom
Protective Treatment		Inherent stain protection
Warranty		Lifetime commercial limited
Environmental Product Declaration		3 rd party certified in accordance with ISO 14044, ISO 14025, and EN15804
Product size		12.00 Feet
Gauge		1/12 inch
Stiches		11.5 per inch
Finished pile thickness		0.082 inches
Average density		9659 per cu. Yd.
Total thickness		0.223 inches
Tufted weight		22.0 oz./yd ²
Pattern repeat		72" w 32" l

4. Cove Wall Base shall be Roppe Series or an approved equal and conform to ASTM F1861, Type TPR (thermoplastic rubber) and Style B (coved - installed with flooring). Provide a 4 1/2 inch high and a minimum 1/8 inch thick wall base. Provide job formed corners in matching height, shape, and color (black / brown). The cove wall base materials shall meet the following requirements:

Technical Specification	Standard	Result
Thickness	ASTM F 386	1/8 ± 0.1
Hardness	ASTM D 2240	90± 5
Flexibility	ASTM F 137	Mandrel, no cracking or breaking
Staining	ASTM F 1861	No staining
Light Resistance	ASTM F 925	Average Delta E less than 8.0
Chemicals	ASTM F 1861	Meets
Dimensional Stability	ASTM F 1861	± 0.25 times length
Squareness	ASTM F 1861	90 degrees ± 0.5 degrees
Wear Layer Thickness	ASTM F410	Min 0.002 in

4.05 SITE INSPECTIONS:

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

1. The Contractor is encouraged to visit the Frank Wing Municipal Courts facility (401 S. Frio St.) to become familiar with the amount of labor, materials, equipment, and furniture moving that shall be required in the performance of the work under this solicitation prior to placing a bid. Contractor shall carefully examine these specifications and, if necessary, secure from the City any additional information that may be a requisite to a clear and full understanding of the work.

4.06 DESCRIPTION AND QUANTITIES:

Item No.	DESCRIPTION	QUANTITY	ITEM
1	Common Open Areas on 2 nd Floor Including all Hallways	Approx. 4,000 Square Feet	Karndean ® Art Select Dusk Oak HC03 36" x 6"
2	Office Space: 1 st and 2 nd Floor Offices	Approx. 2,775 Square Yards	Shaw Carpet Tile Style No. 5T105. Color Name: Characters. Color No. 03761
3	Stairwell and Landing from 1 st to 2 nd Floor at Main Entrance	Approx. 70 Square Yards	Shaw Broadloom Carpet Style No. 60766, Color Name: Characters. Color No. 66761
4	Cove Base - 4 1/2" 1 st and 2 nd floors	Approx. 6,400 Linear Feet	Roppe 700 Series Brown/Black, or approved equal.
5	Demo –Removal and Disposal of existing Carpet on 1 st and 2 nd Floors and stairwell/landing	Approx. 3,650 Square Yards	
6	Adhesive for new Tile and Carpet Tile	Approx. 30 Pails	Shaw 5000 — Adhesive (4) gallon pails, or approved equal
7	Floor Preparation	Approx. 35 Bags	10-lb bags
8	Furniture Moving		
9	Moisture, Alkalinity and Bond Testing		

1. Room Numbers for Carpet Installation:

First Floor Room Number	Second Floor Room Number
101	201A
101A	201B
103	201C
103A	203
103B	204
104A	204A
105A	204B
105B	204C
105C	204D
105D	204E
105E	204F
105F	206A
105G	207A
107	207B
108	207C
109	207D
110	207E
110A	207F
110B	207G
110C	207H
114	207I
114B	208A
114C	208B
114D	208C

First Floor Room Number	Second Floor Room Number
115	208D
115A	208E
116	208F
139A	208G
139B	208H
139C	218A
167	218B
Judge Kassahn	218C
Judge Zamora	218D
Judge Pol	218E
Judge Obledo	218F
Judge Gurrero	218G
Judge Lacy	219B
Judge Harrison	220
Judge Gonzales	Juvenile Case Mgrs. Open area
	Office within Juvenile Case Mgrs.

4.07 CONTRACT COMPLETION DATE:

Work shall be completed within 60 calendar days after vendor receipt of Purchase Order.

4.08 SCOPE OF REQUIRED SERVICES:

The services to be performed by Contractor under this solicitation shall consist of but not be limited to: furnishing the necessary labor and materials, service equipment, tools, transportation, and methods of communication and, if required, miscellaneous services to remove existing flooring on the second floor (all common areas, hallways, and offices) and select offices on the first floor; remove and reinstall furniture in the same locations; remove existing cove wall base and install new cove base (ROPPE Series); remove and install transition material, etc. Contractor shall perform work as per the manufacturer’s requirements and this IFB.

4.09 CONTRACTOR GENERAL REQUIREMENTS:

1. Adhere to the terms and conditions identified in this IFB.
2. Provide a primary point-of-contact.
3. Provide a letter from the manufacturer that the contractor is certified to perform the requirements of the solicitation (See PROOF OF LICENSING AND CAPABILITY).
4. Perform and complete all work required. Contractor shall diligently perform the work to completion within the time set forth in the IFB. The period of performance shall include mobilization, holidays, week days, weekend days, normal inclement weather, and cleanup; therefore, claims for delay based upon said elements shall not be allowed.

5. Ensure contractor personnel are in compliance with the service requirements of this specification. Failure to comply with City service requirements may result in the cancellation of the purchase order.
6. Contractor shall adhere to all applicable Federal, State, County, and City laws, codes, and ordinances applicable to the performance of any work resulting from this IFB. Ignorance on the part of the Contractor will in no way relieve the Contractor from responsibility.
7. Contractor shall perform all work safely and follow required safety standards to include, but not limited to, OSHA, Federal, State, and City codes.
8. Contractor shall provide all necessary safety barriers at the job site(s) during the execution of work to alert building occupants of potential hazards.
9. Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, and flagmen, as required for each job. Proposed traffic control methods must be submitted to the City for approval prior to the commencement of work.
10. Contractor shall deliver, store, and handle all materials and tools in a manner that prevents damage to any furniture, surrounding walls, appliances, office equipment, or related components.
11. It shall be the Contractor's responsibility for storage of any materials and the City will not be responsible for loss or damage to materials, tools, equipment, or work arising from acts of theft, vandalism, malicious mischief or other causes.
12. The Contractor shall thoroughly examine and become familiar with the City facility where services are to be performed, prior to commencing work, to ensure the service can be completed in an orderly and safe manner.
13. Contractor shall be responsible for obtaining all required permits applicable to the performance of this solicitation. Contractor shall include all such costs within its IFB – Price Schedule, as an all-inclusive price. Contractor shall ensure any work that requires a separate license is performed under the applicable license as required under local or state law.
14. Ensure all equipment and tools are well maintained, calibrated and in proper working order before use in the performance of the work.
15. Protect furnishings and other items with tarps, plastic sheeting or other methods as required and prior to commencing work.
16. Contractor shall at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the work, Contractor must remove from the premises all rubbish, tools, scaffolding, equipment, and materials that is not the property of City. Upon completing the work, Contractor shall leave the site in a clean and orderly condition satisfactory to City. Final cleanup is part of the work and Contractor is responsible for all construction refuse disposal containers and their removal from the site.
17. No debris shall be dumped and left in the building or surrounding areas.
18. Contractor shall not use City waste disposal containers.
19. Contractor shall properly dispose of all debris, old materials, and trash resulting from the specified work in an approved landfill. Contractor shall be responsible for the disposal of all waste to include universal and hazardous materials resulting from the work. Handling and transporting of all waste materials shall be performed in accordance with safety and environmental regulations. Contractor shall meet all Federal, State, and Local regulations for the disposal of the waste.
20. Contractor shall confine its operations (including storage of materials) to areas authorized or approved by the City.
21. Contractor shall take all necessary precautions to ensure that no damage shall result from operations to private or public property. All damages shall be reported, repaired or replaced by Contractor at no cost to City.
22. The Contractor shall hold all proper and current licenses and bonds.

23. The Contractor shall be responsible for all long distance phone charges.

24. Contractor shall notify the City representative once the work is complete and ready for its intended use.

4.10 PROOF OF LICENSING AND CAPABILITY:

1. For evaluation purposes, Contractor shall submit with their bid response a list of service contracts within the last twelve (12) months and/or current contracts, and list other names under which the organization has performed business within the last three years.
2. Upon request of the City, Contractor shall furnish evidence satisfactory to the City specifically stating that the management of the firm has satisfactorily performed the work required herein.
3. Contractor shall submit evidence that the contractor has certified installers. The City will accept a certification letter from manufacturer(s).
4. Contractor shall provide installation by technicians that are certified by the manufacturer and have at least three (3) years field experience in installing tile/carpet of like materials.

4.11 DELIVERY OF SERVICES:

1. The Contractor shall furnish all labor, equipment, materials, and supplies covered under these specifications required to remove existing flooring materials and cove wall base and install new hard surface flooring system, carpet tile, broadloom carpet, cove wall base, transition strips, etc. The work shall include, but is not limited to:
 - a. Perform the required measurements to install the flooring systems.
 - b. Lay out the work using acceptable practices before starting any activities.
 - i. Examine and verify that site conditions are in agreement with the scope of work. Report all conditions that will prevent a proper installation. Do not take any corrective action without written permission from the City of San Antonio. Work will proceed only when conditions have been corrected and accepted by the installer. Submit manufacturer's printed installation instructions for all flooring materials and accessories, including preparation of substrate, seaming techniques, and recommended adhesives.
 - ii. Position materials to verify that materials are correctly sized and prepared. Make necessary adjustments.
 - c. Move existing furniture out of the rooms to perform the floor replacement in all areas.
 - d. Move existing furniture within the room or common area to perform the floor replacement.
 - e. Remove and dispose of existing flooring throughout to include transition strips.
 - f. Remove and dispose of existing cove wall base in all areas.
 - g. Deliver, store, and handle new flooring systems in a manner that will prevent damage and disfigurement.
 - h. The Contractor shall inspect materials and floor condition.
 - i. Inspect material for defects prior to installation. Ensure materials throughout bear labels with the same batch number. Visually inspect materials used for adjacent pieces to assure acceptable color match. Inspect in lighting conditions similar to those on the project. Repair or replace damaged materials in a satisfactory manner.
 - ii. Examine subfloors prior to installation to determine that surfaces are smooth and free from cracks, holes, ridges, and other defects that might prevent adhesive bond or impair durability or appearance of the flooring material.

- iii. Inspect subfloors prior to installation to determine that surfaces are free from curing, sealing, parting and hardening compounds; residual adhesives; adhesive removers; and other foreign materials that might prevent adhesive bond. Visually inspect for evidence of moisture, alkaline salts, carbonation, dusting, mold, or mildew.
- iv. Report any conditions that are contrary to the contract requirements that would prevent a proper installation. Do not proceed with the installation until unsatisfactory conditions have been corrected.
- v. Failure to call attention to defects or imperfections will be construed as acceptance and approval of the subfloor. Installation indicates acceptance of substrates with regard to conditions existing at the time of installation.
- i. Prepare the floor for new floor system in accordance with manufacturer installation requirements and these specifications (SEE SURFACE PREPARATION AND MOISTURE, ALKALINITY AND BOND TEST SECTIONS).
- j. Install hard surface flooring system (KARNDEAN ®) in common areas and hallways on the second floor, and transition strips at doorways and other areas.
 - i. Install hard surface flooring system and accessories in accordance with manufacturer's printed installation instructions. Prepare and apply adhesives in accordance with manufacturer's directions. Keep tile lines and joints square, symmetrical, tight, and even. Keep each floor in true, level plane, except where slope is indicated. Vary edge width as necessary to maintain full-size tiles in the field, no edge tile to be less than one-half the field tile size, except where irregular shaped rooms make it impossible. Cut flooring to fit around all permanent fixtures, built-in furniture and cabinets, pipes, and outlets. Cut, fit, and scribe edge tile to walls and partitions after field flooring has been applied.
 - ii. Provide molding where flooring termination is higher than the adjacent finished flooring and at transitions between different flooring materials. When required, locate molding under door centerline. Molding is not required at doorways where thresholds are provided. Secure molding with adhesive as recommended by the manufacturer. Prepare and apply adhesives in accordance with manufacturer's printed directions.
- k. Install carpet tile in all offices on the second floor, and offices and common areas (hallways) on the first floor in the designated areas. Install transition strips at doorways and other areas.
 - i. Install carpet tile in accordance with manufacturer's printed installation instructions. Prepare and apply adhesives in accordance with manufacturer's directions. Keep tile lines and joints square, symmetrical, tight and even. Maintain a true level plane throughout the space. Vary edge width as necessary to maintain full-size tiles in the field, no edge tile to be less than one-half the field tile size, except where irregular shaped rooms make it impossible. Cut flooring to fit around all permanent fixtures, built-in furniture, and cabinets, pipes, and floor outlets.
 - ii. Provide molding where flooring termination is higher than the adjacent finished flooring and at transitions between different flooring materials. When required, locate molding under door centerline. Molding is not required at doorways where thresholds are provided. Secure molding with adhesive as recommended by the manufacturer. Prepare and apply adhesives in accordance with manufacturer's printed directions.
- l. Install broadloom carpet on stairs and landing from the first floor to the second floor at the main entrance. Install transition strips if necessary.
 - i. Install carpet in accordance with manufacturer's printed installation instructions. Prepare and apply adhesives in accordance with manufacturer's directions. Maintain a true level plane on the landing and on each step.
- m. Install new cove base (ROPPE 700 Series) in all areas.

- i. Install wall base in accordance with manufacturer's printed installation instructions. Prepare and apply adhesives in accordance with manufacturer's printed directions. Tighten base joints and make even with adjacent flooring. Fill voids along the top edge of base at masonry wall with caulk. Roll entire vertical surface of base with hand roller, and press top of base with a straight piece of wood to ensure proper alignment. Avoid excess adhesive in corners.
 - n. Move existing furniture back into the room after floor replacement work is completed.
 - o. Install existing furniture that is secured to the floor after completing the floor replacement.
 - p. Clean up each floor system after installation in accordance with manufacturer requirements.
 - i. Immediately upon completion of installation of flooring in a room or an area, dry/clean the flooring and adjacent surfaces to remove all surplus adhesive. Clean flooring as recommended in accordance with manufacturer's printed maintenance instructions and within the recommended time frame. As required by the manufacturer, apply the recommended number of coats and type of polish and/or finish in accordance with manufacturer's written instructions.
 - q. Protect existing floor from damage to the existing surface of the flooring.
 - r. From the time of installation until acceptance, protect flooring from damage as recommended by the flooring manufacturer. Remove and replace flooring which becomes damaged, loose, broken, or curled and wall base which is not tight to wall or securely adhered.
2. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of this Contract.
 3. The facility will be operational during the repairs. The contractor shall prevent dust and other items from affecting the facility operations.
 4. Adjacent Surfaces Protection: Contractor shall protect adjacent work areas and finish surfaces from damage during product installation. Contractor shall protect from damage all existing walls and other fixed items.
 5. SURFACE PREPARATION: The Contractor shall:
 - a. Provide a smooth, true, level plane for surface preparation of the flooring, except where indicated as sloped. Floor shall be flat to within 3/16 inch in 10 feet. Prepare subfloor in accordance with flooring manufacturer's recommended instructions. Floor fills or toppings may be required as recommended by the flooring manufacturer. Install underlayments, when required by the flooring manufacturer, in accordance with manufacturers recommended printed installation instructions. Comply with ASTM F1482 for panel type underlayment. Before any work under this section is begun, correct all defects such as roughness, chalk and dust, cracks, low spots, high spots, and uneven surfaces. Remove paint, varnish, oils, release agents, sealers, waxes, and adhesives, as required by the flooring product in accordance with manufacturer's printed installation instructions.
 - b. Repair all damaged portions of concrete slabs as recommended by the flooring manufacturer. Remove concrete curing and sealer compounds from the slabs, other than the type that does not adversely affect adhesion. Remove paint, varnish, oils, release agents, sealers, waxes, and adhesives, as required by the flooring product in accordance with manufacturer's printed installation instructions.
 - c. Comply with ASTM F 710 Standards Practice for Preparing Concrete Floor to Receive Flooring.
 6. MOISTURE, ALKALINITY AND BOND TEST: The Contractor must perform the Moisture, Alkalinity and Bond Testing only in the following rooms:(103A, 105G,109, and in Judge Pol's office).
 - a. Determine the suitability of the concrete subfloor for receiving the hard surface flooring with regard to moisture content and pH level by moisture and alkalinity tests. Conduct moisture testing in accordance with ASTM F1869 or ASTM F2170, unless otherwise recommended by the flooring manufacturer. Conduct alkalinity testing as recommended by the flooring manufacturer. Determine the compatibility of the flooring adhesives to the concrete floors by a bond test in accordance with the flooring manufacturer's

recommendations. Submit copy of test reports for moisture and alkalinity content of concrete slab, and bond test stating date of test, person conducting the test, and the area tested.

- b. Concrete Moisture Testing: Conduct moisture tests on all concrete floors regardless of the age, grade level or the presence of existing flooring. Conduct calcium chloride tests in accordance with ASTM F 1869. Measure the internal relative humidity of the concrete slab in accordance with ASTM F 2170. The tests should be conducted around the perimeter of the room, at columns, and anywhere moisture may be evident. Concrete moisture vapor emissions must not exceed 8.0 lbs. per 1,000 square feet in 24 hours or recommended by the flooring manufacturer. Concrete internal relative humidity must not exceed 85% or recommended by the flooring manufacturer. A diagram of the area showing the location and results of each test should be submitted to the City of San Antonio. If the test results exceed these limitations, the installation must not proceed until the problem has been corrected.
 - i. Conduct two moisture tests per area.
- c. Concrete pH Test: Perform pH tests on concrete floors regardless of the age or grade level. If the pH is greater than 11, it must be neutralized prior to beginning the installation.
 - i. Conduct one pH test per area.
 - ii. Conduct one alkalinity test per area.

4.12 GENERAL WORK REQUIREMENTS:

1. Contractor shall furnish all labor, equipment, materials, and supplies required to comply with the IFB.
2. Contractor shall perform all work in strict compliance with the requirements of the manufacturer's requirements, and all applicable federal, state, and local laws and regulations.
3. Contractor shall lay out the work using acceptable practices before starting any activities.
4. Time shall be based on actual time spent on the job site. Travel charges to the job site will NOT be allowed. Mileage and travel time to and from the job site is not reimbursable under this contract. Mileage and travel costs shall be included in the quoted prices.
5. Before ordering any materials or performing any work, the Contractor shall verify all requirements and shall be responsible for correctness of the same.
6. Parts and workmanship shall be those as recommended by the manufacturer of the equipment, professional trade standards, and applicable codes and standards.
7. Contractor shall furnish manufacturer's recommended material and other items for the floor replacement to the City's Designated Departmental Representatives (CDDR).
8. Contractor staff, including but not limited to, supervisor, service representatives and service technicians shall meet and follow all City security protocol and other standards.
9. Contractor shall be responsible for the conduct and performance of the Contractor's employees including any subcontractors.
10. Contractor shall provide a company contact and phone number for all inquiries from the City if awarded this contract.
11. Quoted prices shall reflect all associated costs including materials and labor hours.
12. Contractor's forfeiture of any required license or certification during the term of this contract shall be cause for immediate cancellation of this contract.
13. The work in this IFB shall be performed while the facilities are occupied or unoccupied, therefore, the Contractor shall provide the services in a manner which does not impact or interfere with occupants daily responsibilities.

4.13 SUBMITTALS

1. A manufacturer's letter certifying that the contractor is authorized to provide the services required under this IFB must be submitted with the bid response.
2. Product and Material Data: Within five (5) calendar days after notice to proceed or issuance of City Purchase Order, Contractor shall submit product and material data for each type of product indicated or anticipated to be used under this IFB. The product data shall include a manufacturer's printed statement of Volatile Organic Compound VOC content.
3. Within five (5) calendar days after notice to proceed or issuance of City Purchase Order, Contractor shall submit samples for verification and approval prior to performing the installation.
4. Within five (5) calendar days after notice to proceed or issuance of City's Purchase Order Contractor shall provide a contract/project schedule to City's Designated Departmental Representative (CDDR) for approval and coordination with Facilities representative or designee.
5. Within 3-5 calendar days, Contractor shall submit the Moisture, Alkalinity and Bond Testing results to the (CDDR) for approval prior to performing the installation.
6. In addition to the Invoicing and Payment terms in Section 006 - General Terms and Conditions and Attachment B – Working with COSA – Keys to faster payments, all invoices must be submitted in duplicate (one copy to City's Designated Departmental Representative (CDDR) and original invoices to Accounts Payable.
 - a) Invoices must include Purchase Order number.
 - b) Invoices must be legible.
 - c) Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any).
 - d) All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice.
 - e) Payment by the City is deemed to be made on the date of mailing the check.
 - f) The following documentation shall be attached to each invoice to validate charges:
 - Proof of City Permit Fees Paid (if applicable)
 - Proof of final inspection.
7. If corrections to the invoice are required to meet City's requirements, the contractor shall make the corrections within two (2) calendar days after e-mail notification from CDDR.
8. The Contractor shall provide warranty documents to the CDDR within five (5) calendar days after completion of the work.
9. The Contractor shall provide manufacturer maintenance procedures (O&M Manuals as applicable) to CDDR within five (5) calendar days after completion of the work.
10. The Contractor shall provide maintenance procedures to CDDR within five (5) calendar days after completion of the work.

4.14 WORK HOURS

1. All work is required to be performed after Normal Working Hours: Normal Working Hours are defined as Monday – Friday, 8:00 AM to 5:00 PM, exclusive of City authorized Holidays.
2. Floor removal and installation shall be scheduled around the availability of each room or section. Contractor shall schedule all work Monday through Friday between 5:30 p.m. and 1:30 a.m., and from 8:00 am to 5:00 pm on weekends and on City recognized holidays (if necessary).
3. All work shall be coordinated with the CDDR or designee to insure building accessibility, and the least amount of disruption to the building occupants for all locations.

4.15 BUILDING RESTRICTIONS

1. ACCESS: The contractor shall make prior arrangements with the designated COSA representative for access to the building(s) for performance of the service and obtain temporary access ID badges issued by COSA. Contact BESD Representative Ron Griego at 207-5640 to obtain an ID.
2. IDENTIFICATION. Contractor's and/or subcontractors' personnel shall present a professional appearance and be readily identifiable to City staff when called out, to perform work under this contract. Contractor shall have the following:
 - a. Vehicle(s) with Contractor's Logo
 - b. Contractor Uniforms or Company Logo Apparel. Contractor's personnel shall present a neat appearance and be easily recognizable as a contractor employee. This shall be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate badges which contain the company's name and employee's name. Contractor's uniforms shall be clean, unstained, well-fitting, and in good order. Shoes shall be sturdy construction and shall cover the foot to meet any required sanitation and safety requirements. Open-toed shoes, perforated sneakers, sandals, and heels higher than two inches shall not be worn.
 - c. ID Badges. Contractor's employees and subcontractors shall wear ID Badges at all times while performing work under this contract. Badge content must be approved by City. At a minimum, badges will contain employee's name and name of contractor performing the work.
3. PARKING: The contractor shall make arrangements with the designated City representative prior to off-loading tools and equipment at the job site. The contractor shall park only in spaces assigned by the designated City representative.
4. Contractor shall park only in designated parking spaces when performing services at any location. The Contractor shall park vehicle and equipment legally and pay all associated costs for parking if applicable. The City will not be responsible for any violations, fines, or tickets incurred by the Contractor.
5. RESTROOMS: Restrooms shall not be used for washing of tools and equipment.
6. SECURITY: The contractor shall provide a list of all contractor personnel or subcontractors at each job site and comply with all security measures required by the City. The Contractor personnel shall follow all required security standards and procedures to gain access to the facilities.

4.16 WARRANTY:

1. Contractor shall warrant that work performed conforms to the IFB requirements and is free of any defect in equipment, material, or workmanship performed by Contractor or any of its subcontractors or suppliers at any tier. All work provided by Contractor shall be warranted for a minimum period of one (1) year from the date of final acceptance of the work.
2. PERFORMANCE WARRANTY: Work performed under the IFB shall meet all applicable standards and codes. Contractor shall guarantee all work against any defects in workmanship, and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of one (1) year after completion of work. The warranty period shall commence upon date of acceptance by the City.
3. MATERIAL WARRANTY: Materials provided shall be in current production, as offered to commercial trade, and shall be of quality material. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MATERIALS ARE NOT ACCEPTABLE. Materials shall be warranted against material defects and defects in workmanship for a period of not less than one (1) year and shall cover 100 percent parts, labor and shipping. The warranty period shall commence upon date of acceptance by the City. If the manufacturer's standard warranty period exceeds one (1) year, then the warranty period hereunder shall be the length of the manufacturer's warranty. Contractor shall be ultimately responsible for the warranty. Contractor shall provide the

Facilities Management Representative or designee with all manufacturers' warranty documents upon completion of service prior to leaving the job site.

4. All work performed by Contractor under the terms of this contract shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Contractor, which is not satisfactory to Director. City shall have the right to terminate this Contract, in accordance with Section 006 – Termination. However, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

4.17 UNSATISFACTORY PERFORMANCE:

1. Unsatisfactory performance may result in a negative vendor performance report. City may consider the following performance by the vendor as unsatisfactory performance. An unsatisfactory performance determination includes, but is not limited to:
 - a. More than two "Call Backs" to correct the IFB items.
 - b. Contractor personnel assigned not having the skill or knowledge to diagnose the problem or perform the repair or both.
 - c. Contractor not providing submittals as required by the IFB.
 - d. Contractor not completing the work as required by the IFB.
 - e. Contractor not providing invoice as required by IFB.
 - f. Contractor not meeting the project schedule as required by IFB.

4.18 DELIVERY, STORAGE AND HANDLING REQUIREMENTS

1. Materials shall be delivered to the job site by the contractor and the quantity shall be sufficient to complete the daily contract requirement.
2. Materials shall be protected from the environment and temperature fluctuations.
3. Contractor shall not allow any products to freeze or burn.

4.19 QUALITY ASSURANCE AND CONTROL

1. Contractor shall use only trained and certified installation technicians to perform installation services.
2. Contractor shall only products shipped directly from the manufacturer or an approved distributor in this contract.
3. The Certified contractor shall ensure that quality standards are met during and after maintenance services.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or date specified in the award letter if this contract does not exceed \$50,000. This contract shall terminate upon completion of all work described herein or delivery of all goods ordered, as applicable.

Change Orders. Notwithstanding anything stated to the contrary in Section 006 – General Terms & Conditions, in order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

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

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

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

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

Insurance.

A) Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, which shall be clearly labeled "Carpet Tile, Luxury Vinyl Tile and Cove Wall Base, Removal & Installation" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

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

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

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operation c. Personal/Advertising Injury d. Contractual Liability	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
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5. Builder's Risk	All Risk Policy written on an occurrence basis for 100% replacement cost during construction phase of any new or existing structure.

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

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Contractor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Contractor shall pay any costs incurred resulting from provision of said documents.

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

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

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

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

J) It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

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

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

Bid Bond.

Contractor must submit a bid 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 5%. The Bid Bond shall be valid for 160 days following the deadline for submission of bids. The Bid Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Bidder 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 Bid Bond will be disqualified.

For hard copy bids, the bid bond must accompany the bid. For electronic submissions, Bidder must provide the original bid bond to 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 full amount of the contract price. If this is an annual contract with estimated quantities, the bond shall be in the amount of the estimated contract price for a one year period. Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253 and the Texas Property Code, chapter 53. This bond must be executed and delivered to City prior to commencement of work under this contract.

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 full amount of the contract price. If this is an annual contract with estimated quantities, the bond shall be in the amount of the estimated contract price for a one year period. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract.

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 – Price schedule
- Attachment B – LPP Identification Form
- Attachment C – Small Business Economic Development Advocacy (SBEDA) Program
- Attachment D – Utilization Plan
- Attachment E – Non-Discrimination Language
- Attachment F – Veteran Owned Small Business Preference Program (VOSBPP) Language
- Attachment G – VOSBPP Tracking Form
- Attachment H – Form 1295
- Attachment I – Vendor Data Sheet
- Attachment J – Pre-Submittal Conference Sign-in Sheets
- Attachment K – Small Business Economic Development Advocacy (SBEDA) Presentation

Prevailing Wage Rates.

Prevailing Wage Rates. The Provisions of Chapter 2258 of the Texas Government Code, and the "Wage and Labor Standard Provisions" amended in City Ordinance 2008-11-20-1045, expressly are made a part of this Contract. Contractor shall forfeit, as a penalty to Owner, sixty dollars (\$60.00) for each laborer, worker or mechanic employed for each calendar day, or portion thereof, in which such laborer, worker or mechanic is paid less than the stipulated prevailing wage rates for any work done under this Contract by the Contractor or any subcontractor employed on the project. The establishment of prevailing wage rates, pursuant to Chapter 2258 of the Texas Government Code, shall not be construed to relieve Contractor from its obligation under any federal or state law, regarding the wages to be paid to or hours worked by laborers, workers or mechanics, insofar as applicable to the work to be performed hereunder. Contractor, in the execution of this Project, agrees it shall not discriminate in its employment practices against any person because of race, color, creed, sex, or origin. Contractor agrees it shall not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, creed, national origin, sex, age, handicap or political belief or affiliation. This Contract provision shall be included in its entirety in any subcontract agreement entered into by the Contractor or any Subcontractor employed on the project.

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

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

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.

006 - GENERAL TERMS & CONDITIONS

Electronic Bid Equals Original. If Vendor is submitting an electronic bid, 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 IFB 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, 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 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 City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by 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 IFB, unless otherwise specified in the Specifications/Scope of Services section of this IFB. 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 City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date 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 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 DAYS SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

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

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, 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 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 City’s Commercial Nondiscrimination Policy, as described under Section III.C.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the

effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

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

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, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this 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 bid, whether electronically or by paper, Bidder represents that:

(s)he is authorized to bind Bidder to fully comply with the terms and conditions of City's Invitation for Bid 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;

Bidder 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 bid 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 bid.

Bidder 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 Bid

008 - STANDARD DEFINITIONS

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

All-or-None Bid - an invitation to bid in which the City will award the entire contract to one bidder only.

Alternate Bid - two or more bids with substantive variations in the item or service offered from the same bidder in response to a solicitation.

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

Bid - a complete, signed response to a solicitation. The term “bid” is synonymous with the term “offer”.

Bid Opening - a public meeting during which bid responses are disclosed.

Bidder - a person, firm or entity that submits a bid in response to a solicitation. The bidder whose bid is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

Bid Bond or Bid Guarantee - security to ensure that Bidder (a) will not withdraw the bid 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.

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 bid 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 bidder whose bid 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.

Invitation for Bid (IFB) – a solicitation requesting pricing for a specified good or a service.

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

Low Bid - a bid which is lowest in price, but may not meet all requirements or specifications.

Lowest Responsible Bidder - the bidder whose bid meets all requirements of the specifications, terms and conditions of the IFB and results in the lowest cost to the City in an award based solely on price, taking into consideration the bidder’s competence and qualifications to perform the contract.

Non-Responsive Bid - a bid or offer that does not comply with the terms and conditions, or specifications and/or requirements of the IFB.

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

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 the 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 bidders to ask questions about the proposed contract and particularly, the contract specifications.

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 an IFB for the price stated in Vendor's bid.

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

Responsive Bidder - a bidder who tenders a bid which meets all requirements of the invitation to bid and is a responsible bidder.

Sealed Bid - a bid submitted as a sealed document, whether hard copy or electronic, by a prescribed time to the location indicated in the IFB. The contents of the bid will not be made public prior to the bid opening.

Specifications - a description of what the City requires and what the bidder 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 the City.

Supplier - the bidder whose bid 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 bidder whose bid 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 bid.

009 - ATTACHMENTS

007 - SIGNATURE PAGE

By submitting a bid, whether electronically or by paper, Bidder represents that:

(s)he is authorized to bind Bidder to fully comply with the terms and conditions of City's Invitation for Bid 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;

Bidder 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 bid 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 bid.

Bidder Information

Please Print or Type

Vendor ID No.

V1012407

Signer's Name

Cecilia Castellano

Name of Business

AZTECA DESIGNS, INC

Street Address

6852 ALAMO DOWNS PARKWAY

City, State, Zip Code

SAN ANTONIO, TEXAS 78238

Email Address

CASTELLANO@AZTECADESIGNS, INC

Telephone No.

210-375-1900

Fax No.

210-375-1904

City's Solicitation No.

6100009244

Signature of Person Authorized to Sign Bid

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

The City of San Antonio Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, establishes a local preference for specific contracting categories. Each time a bidder or respondent submits a bid for a solicitation, this Local Preference Program Identification Form must be completed and turned in with the solicitation response in order to be identified as a City Business and receive the preference described below. The City will not rely on Local Preference Program Identification Forms submitted with prior or contemporaneous bids or proposals.

The Local Preference Program allows the City to grant a preference to a business meeting the definition of *City Business* in the award of the following types of contracts, when selection is made based on price alone:

- **Personal Property (Goods / Supplies):** The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 or more;
- **Non-professional Services:** The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$500,000;
- **Construction Services:** The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$100,000, excluding contracts awarded using alternative delivery methods.

The Local Preference Program also allows the award of additional points, when multiple evaluation criteria are used in the award of professional service contracts, where the selection process is not governed by statute and in revenue generating and concession contracts. A business meeting the definition of *City Business* stated below may be awarded 10 points for being headquartered within the city, or 5 points for having a local office within the city.

Moreover, the program recognizes joint venture agreements and allows for apportioning of points based upon the percentage of ownership of joint ventures by *City Businesses* responding to solicitations for which discretionary points are applied. For solicitations where selection is made based on price alone, all members of a joint venture must be *City Businesses* for the preference to be applied.

City Business is defined as a business headquartered within the incorporated San Antonio city limits for one year or more OR one that meets the following conditions:

- Has an established place of business for one year or more in the incorporated limits of the City:
 - (a) from which at least 100 of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based; and
 - (b) from which a substantial role in the business' performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

A location utilized solely as a post office box, mail drop or telephone message center or any similar combination, with no other substantial work function, is not a *City Business*.

For the purposes of this program, Headquartered is defined as the place where a business entity's officers direct, control, and coordinate the entity's activities.

NOTE: Bidders / Respondents are required to submit documentation to substantiate that the requirements of a City Business have been met. Examples of documentation may include, but are not limited to the following:

1. Existence of local headquarters or office: For corporations, Texas Comptroller's listing of names/addresses of officers and directors. For partnerships, partnership agreement and any documents identifying the current managing partners and their current work addresses
2. Evidence of local headquarters or office in existence for one year or more: Utility bills, real property lease agreements, equipment leases, personal property taxes, real property taxes
3. Evidence of number of employees: Organizational charts, payroll records by location

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

CITY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION TO VALIDATE BIDDERS'/RESPONDENTS' DESIGNATION AS A CITY BUSINESS.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR RESPONSE EVEN IF YOU ARE NOT SEEKING A LOCAL PREFERENCE. THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING FORM TO BE IDENTIFIED AS A CITY BUSINESS. IF BIDDER / RESPONDENT IS SUBMITTING AS A JOINT VENTURE, EACH CITY BUSINESS THAT IS A MEMBER OF THE JOINT VENTURE MUST COMPLETE AND SIGN THIS FORM.

PROVIDE THE FOLLOWING INFORMATION IF BIDDER/ RESPONDENT IS SUBMITTING AS PART OF A JOINT VENTURE. Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

STATE BIDDER'S / RESPONDENT'S PERCENTAGE OF OWNERSHIP IN THE JOINT VENTURE: 0 %

SUBMIT A COPY OF THE JOINT VENTURE AGREEMENT. SUBMIT ANY OTHER DOCUMENTATION REQUESTED BY CITY TO SUBSTANTIATE THE EXISTANCE OF AND/OR PARTICIPATION IN THE JOINT VENTURE. NO PREFERENCE POINTS WILL BE ALLOCATED TO A JOINT VENTURE THAT FAILS TO SUBMIT REQUIRED DOCUMENTATION.

SOLICITATION NAME/NUMBER: 6100009244

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S HEADQUARTERS:

Name of Business:	AZTECA DESIGNS, INC	
Physical Address:	6852 ALAMO DOWNS PARKWAY	
City, State, Zip Code:	SAN ANTONIO, TX 78238	
Phone Number:	210-375-1900	
Email Address:	CASTELLANO@AZTECADESIGNS.COM	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent: <u>8 FT / 5 PT / 50 C</u>		
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	XYes	No
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	XYes	No
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S LOCAL OFFICE (IF APPLICABLE):

Name of Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office: _____		
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	Yes	No

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form


ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Local Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Local Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDDER'S / RESPONDENT'S FULL NAME:

Cecilia Castellano
(Print Name) Authorized Representative of Bidder / Respondent


(Signature) Authorized Representative of Bidder / Respondent

President
Title

Aug 7, 2017
Date

**This Local Preference Identification Form must be submitted with the bidder's /
respondent's bid/proposal response.**

City of San Antonio
Veteran-Owned Small Business Program Tracking Form

Authority. San Antonio City Code Chapter 2, Article XI describes the City's veteran-owned small business preference program.

Tracking. **This solicitation is not eligible for a preference** based on status as a veteran-owned small business (VOSB). Nevertheless, in order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both prime contract and subcontract levels.

Certification. The City relies on inclusion in the database of veteran-owned small businesses (VOSB) maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar certification procedures.

Definitions.

The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74.

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.
- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

The program uses the below definition of joint venture.

- Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographically.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR BID/PROPOSAL.

INSTRUCTIONS

- IF SUBMITTING AS A PRIME CONTRACTOR ONLY, COMPLETE **SECTION 1** OF THIS FORM.
- IF SUBMITTING AS A PRIME CONTRACTOR UTILIZING A SUBCONTRACTOR, COMPLETE **SECTIONS 1 AND 2** OF THIS FORM.

City of San Antonio
Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: 6100009244

Name of Respondent:	AZTECA DESIGNS, INC	
Physical Address:	6852 ALAMO DOWNS PARKWAY	
City, State, Zip Code:	SAN ANTONIO, TX 78238	
Phone Number:	210-375-1900	
Email Address:	CASTELLANO@AZTECADESIGNS.COM	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="checkbox"/> No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	<input checked="" type="checkbox"/> No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	<input checked="" type="checkbox"/> No
Name of SUBCONTRACTOR Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is SUBCONTRACTOR certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is SUBCONTRACTOR certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified SUBCONTRACTOR as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount		

City of San Antonio
Veteran-Owned Small Business Program Tracking Form

ACKNOWLEDGEMENT

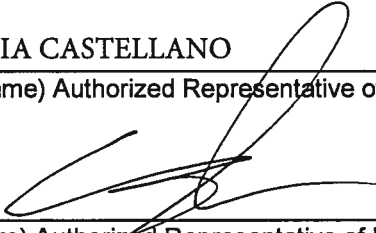
THE STATE OF TEXAS

I certify that my responses and the information provided on this Veteran-Owned Small Business Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDDER/RESPONDENT'S FULL NAME:

CECILIA CASTELLANO

(Print Name) Authorized Representative of Bidder/Respondent



(Signature) Authorized Representative of Bidder/Respondent

PRESIDENT

Title

AUGUST 4, 2017

Date

This Veteran-Owned Small Business Program Tracking Form must be submitted with the Bidder/Respondent's bid/proposal.