

CITY OF SAN ANTONIO

POLICE DEPARTMENT



REQUEST FOR PROPOSAL
("RFP")

for

**CONCEALABLE BODY ARMOR FOR SAPD AND OTHER LAW
ENFORCEMENT OFFICERS**

(RFP 019- 029), RFX # 6100011210

Release Date: Wednesday, February 27, 2019

Proposals Due: Friday, March 29, 2019

This solicitation has been identified as High-Profile.

PROHIBITED CAMPAIGN CONTRIBUTIONS

Notice Regarding Prohibition on Campaign or Officeholder Contributions for Individuals and Entities Seeking High-Profile Contracts.

Under Section 2-309 of the Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the *10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded ("black out" period):

- 1 legal signatory of a high-profile contract;
- 2 any individual seeking a high-profile contract;
- 3 any owner or officer of an entity seeking a high-profile contract;
- 4 the spouse of any of these individuals;
- 5 any attorney, lobbyist, or consultant retained to assist in seeking contract.

A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the "black out" period.

****For this solicitation, the first day contributions are prohibited is **Wednesday, March 13, 2019.*****
The first day contributions may be made is the 31st day after the contract is awarded at City Council "A" Session.

RESTRICTIONS ON COMMUNICATIONS

In accordance with §2-61 of the City Code, Respondents are prohibited from communicating with: 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFP or proposal from the time the RFP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an A session; and 2) City employees from the time the RFP has been released until the contract is awarded.

Restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondent.

Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration. For additional information, see the section of this RFP entitled "Restrictions on Communication".

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003 – BACKGROUND

The City of San Antonio Police Department is soliciting proposals for concealable body armor for the protection of uniformed police personnel against projectiles in accordance with the specifications listed herein. The body armor to be utilized by the San Antonio Police Department (SAPD) and other law enforcement departments (Parks, Aviation and Fire) and shall require officers and other law enforcement police to be fitted for size and comfort. All proposals submitted shall require respondents to submit compliance certifications with the National Institute of Justice Standard 0101.06 (NIJS) dated July 2008 and historical test data as specified here in. All proposals and body armor samples submitted will be evaluated as follows:

- **PROPOSAL REVIEW** - The Procurement Specialist and SAPD labor relations committee (LRC) evaluation team shall review all proposals submitted, testing reports, NIJ Certificates to short list the respondents that meet the proposal specifications and determine which Body Armor is qualified for evaluation.
- The Procurement Specialist will notify short listed suppliers that meet the specifications to participate in a fitting session.
- **FITTING SESSION** - The Fitting Session will consist of 6 Male Officers and 1 Female Officer.
- The supplier will measure each officer at this session for the best fit to size and comfort of proposed body armor.
- **FITTED BODY ARMOR**- The fitted body armor shall be delivered to SAPD within 30 days of measuring officers.
- **SHOOT TEST**- The Body armor submitted after the fitting session will undergo a SAPD shoot test. Conducted by a single Officer. The Finance/Purchasing Division representative will attend testing.
- **WEAR TEST** - The fitted officers will undergo a Wear test for up to six months.
- **WEAR TEST EVALUATION SURVEY** - The Procurement Specialist will conduct a Wear Test Evaluation Survey Attached herein per Exhibit 8. The fitted Officers will complete a SAPD survey to support the evaluation process of each vest sample submitted.
- **SELECTION PROCESS**- An Evaluation Meeting /Scoring Meeting will be held by the Procurement Specialist with the SAPD evaluation team.

004 - SPECIFICATIONS/ SCOPE OF SERVICE

4.1 GENERAL REQUIREMENTS

The product specifications detail the style and quality of concealable soft body armor intended for use by the San Antonio Police Department (SAPD). The vest shall be designed to be worn comfortably while being concealed under the uniform shirt.

- All respondents shall be an established and experienced manufacturer or representative of ballistic products. The evaluation committee will evaluate each respondent's submission response to Attachment A-Part Two, Experience, Background and Qualifications.
- **BUSINESS LOCATION** - The Respondent must have an established business location or contract outlet within Bexar County limits to provide these services.
- **PROPOSAL PRICES** – All proposal prices on Attachment B –Price Schedule shall remain firm fixed offers during the body armor wear test period, up to award and throughout the contract term. Any potential prices increase post the initial contract term of three years shall be submitted in writing.

Written Requests for Price Adjustments. Price adjustments are not automatic. Vendor must submit a written request for a price adjustment including the reason for the requested increase to the Finance Department Procurement Specialist for SAPD. Requests must be received by the Finance Department at least 60 days' prior to the date the price adjustment is to take effect. If the SAPD does not wish to accept the price adjustment, SAPD may terminate the contract for convenience.

- All vests shall supply maximum protection against projectile penetration while reducing the resultant blunt trauma as set forth in the National Institute of Justice (NIJ) Standard 0101.06, dated July 2008 while maintaining a high degree of

flexibility and comfort and V50 tested per military specification MIL-STD 662F. The respondent shall provide documentation that supports compliance with all the terms of these specifications.

- Due to the health and safety of the San Antonio Police Officers, Respondents' body armor must meet each criteria assessment in order to participate in the wear test and be evaluated. If the respondent's body armor does not meet the assessment criteria further consideration will not be given towards the wear test and will not be considered as a potential supplier.
- SAPD VEST TYPES – SAPD uses two types of vests: one vest shall meet the specifications for Threat Level II and the other vest shall meet the specifications for Threat Level IIIA. The material color is black.
- WEAR TEST – SAPD will conduct a wear test for up to 6 months, which will commence approximately 30 days after measuring testing officers. There will be six (6) male and one (1) female officer assigned to participate.
- **VESTS FOR TESTING** – Within 30 days of measuring the testing officers, Respondent must supply, at their own cost, seven (7) Threat Level IIIA vests for testing and mail to the following address:.

SAPD Public Safety Headquarters
Attn: Angela Alonso-Smith
315 S. Santa Rosa, Suite 5210
San Antonio, TX 78207

4.1.1 QUALIFICATIONS FOR AWARD

The respondent shall provide the following:

- (a) Respondent's Certification of compliance with National Institute of Justice Standard 0101.06 dated July 2008
- (b) Respondent's Benchmark V50 Testing Report of historical data
- (c) Respondents' Lot Testing Data
- (d) Warranty(s)

4.2 VEST SPECIFICATIONS AND STANDARDS

All proposals for the vests shall include state-of-the-art armor and at a minimum meet the specifications and standards listed herein. The purpose is to establish a minimum level of construction quality and ballistic performance that must be met with the products offered and delivered:

- Federal Standard NIJ-STD-0101.06 dated July 2008 for Level Type II and for Level IIIA.
- Military Specification, MIL-C-7219D, Nylon, High Tenacity Yarn, 420 Denier.
- Military Specification, MIL-F-21840, Fastener Tapes, Hook and Pile, Synthetic.
- Military Specification, MIL-T-43548, Thread, Cotton Polyester Core.
- Military Specification, MIL-STD 662F. All applicable ballistic panel cloth, (e.g., Spectra, Kevlar, Twaron, or any combination) delivered to the manufacturer and used in this product shall be V50 tested per military specification MIL-STD 662F.

Proposals that do not meet these standards shall not be considered for evaluation and testing.

4.2.1 DESIGN REQUIREMENTS

The vests are intended to be standard issue equipment for each officer and for daily wear as an undergarment. The proposed vest shall provide officers with armor that is comfortable enough to be worn consistently day after day,

regardless of the season or weather conditions. Therefore, vests shall be designed and constructed to provide:

- (1) A high degree of concealment, durability and comfort;
- (2) Ease of cleaning;
- (3) No restrictions of motion or mobility; and
- (4) The greatest amount of ballistic coverage consistent with comfort and concealment.

GENERAL CONSTRUCTION - The general configuration shall be the slip-over type vest, which covers the majority of the upper torso. No less than four elastic straps with hook and pile fasteners shall provide for the proper positioning and comfort. The entire vest perimeter must be curved. No corners or straight edges are allowable.

FRONT BALLISTIC PANEL / MALE - The contoured front ballistic panel shall cover the chest approximately up to the collar bone, have a scooped neck sufficient to maintain cancelability with an open shirt collar, extend downward towards the waist but not far enough to "push up the neck" when the wearer is seated, and extend around the sides to provide adequate side protection. The biceps/chest region shall be cut with sufficient space to prevent irritation and restriction of arm movement during duties such as the operation of motor vehicles.

FRONT BALLISTIC PANEL / FEMALE - The front ballistic panels on the vest to be issued to females shall have a raised shape that closely follows the curvature of each individual female's chest. The female bust cup shall be formed with a single seam for each cup. This seam shall be folded in opposing directions thus creating a flatter, supportive and more comfortable bust cup. The shape of the vest front for the female breast must be constructed from multiple folds of ballistic panel cloth. The thread shall not shrink during washing so as to cause puckers of the material. The panels shall be sealed in a water repellent treated rip stop nylon or similar material.

REAR BALLISTIC PANEL - The rear ballistic panel shall cover the back torso from just above the shoulder blades down vertically to end at a position immediately above the highest pants belt. The lower portion of the rear panel must extend horizontally around the kidney area to a position approximately halfway around the side torso. Each ballistic panel shall have velcro attachments in order to allow for the suspension of the panels from the shoulders, rather than to sit/ride freely in the carrier to prevent ballistic panels from sagging.

4.2.2 VEST COVERING MATERIAL

The vest covering material shall be removable from the ballistic panels, be pre-shrunk, colorfast, and machine washable. It shall be constructed from Coolmax, Comfort Mesh, Climatron or other similar material designed to wick moisture away from the body in an attempt to regulate body temperature. This material shall also contain some form of anti-bacterial fabric causing it to be odor and mildew resistant.

BODYSIDE OR CARRIER -The body side of the carrier shall be constructed of material with the approximate weight of 3 - 4 oz. per square yard. This material shall have characteristics of wicking moisture away from the body, be breathable (in order not to trap moisture in its vapor form), or capable of releasing moisture without absorption to allow for high evaporation.

OUTSIDE OF CARRIER - The outside of the carrier shall be constructed of a cotton and polyester or nylon blend with an approximate weight of seven ounces per square yard. The carrier shall be adjustable at the chest, waist and shoulders by means of at least four Velcro hook and pile elastic straps. At the waist and chest area, there shall be a minimum of:

- 3.5" x 16" of pile to allow for greater adjustability and comfort while the shoulder straps shall allow for seven inches of adjustment
- The carrier shall have shirttails both front and rear to help prevent the ballistic package from riding up under normal wear.
- The carrier shall have a pocket located in the front chest area to accommodate a 5" x 8" trauma reduction device (vest size permitting) without movement.
- No visible fabric or color flaws will be allowed.

Because of the manufacture requirements that the carrier be "line dried" and not machine dried, two (2) carriers shall be provided for each unit of body armor.

Each carrier shall be labeled in accordance with NIJ STD 0101.06 dated July, 2008.

4.2.3 TRAUMA REDUCTION DEVICE (TRD)

BALLISTIC INSERT: All vests shall be designed to accommodate a 5" x 8" ballistic insert. The insert shall provide for added reduction of blunt trauma and protection against penetration of knife/ice pick type instruments in the plate area. In conjunction with the vest, the 5" x 8" insert shall defeat armor piercing projectiles in the plate area from weapons as powerful as the 9mm Czechoslovakia or 7.62 x 25 Full Metal Jacketed bullets from a 5" barrel.

SPECIAL THREAT (OR) BALLISTIC CLOTH PANEL PROTECTIVE PLATES OPTION - Respondents shall provide both plate type options for individual selection by the officers of either a special threat or ballistic cloth panel protective plates.

SPECIAL THREAT PLATE – The special threat plates shall be able to stop the following rounds: 357 SIG 125 grains, FMJ 1470 FPS; Tokarev 7.62 x 25, Norinco 85 grains, FMJ 1495 FPS; Winchester 9 mm +P+ 127 grains SXT, 1246 FPS; Belgium 5.7 X 28 SS195, 2070 FPS; 30 caliber carbine FMJ, 2030 FPS. The protective surface must effectively contain all projectile fragments and deflections.

BALLISTIC CLOTH PANEL - The ballistic panel cloth protective plates shall be constructed of sufficient layers to provide for NIJ Threat Level II. The layers shall not be sewn together and be placed into a rip stop nylon container. The rip stop container shall be sewn shut so as to hold the layers together, but loosely enough to provide for flexibility.

The ballistic insert shall be clearly marked and labeled to assure proper use and insertion into the vertical pocket.

4.2.4 VEST FIT GUIDELINES

Individual measurements must be taken by an authorized and trained representative of the manufacturer. Each delivered vest must fit in accordance with the following guidelines.

- (1) **FRONT BALLISTIC PANEL -** The bottom edge of the front ballistic panel must be within 1/2" of the highest waist belt when the wearer is in the relaxed seated position.
- (2) **REAR BALLISTIC PANEL-** The bottom edge of the rear ballistic panel must be within 3/4" of the highest waist belt when the wearer is in the normal standing position.
- (3) **SIDE EDGES BALLISTIC PANEL -** The side edges of the front and rear ballistic panels will overlap; front panel over the rear panel, not more than 2" while the vest is being worn with normal strap tension.
- (4) **CUSTOM FITTED FEMALE VESTS -** All female vests must be custom fitted to each female officer at no additional charge to the City.

4.2.5 MATERIALS

All materials shall be new, unused whole pieces and without flaws which affect appearance, durability and function. Materials must conform to the appropriate specifications listed.

4.2.5.1 PRODUCT LABELS

The label shall remain legible during the estimated life of the vest and will contain at least the following information:

- (a) Date of manufacture
- (b) Name of manufacturer
- (c) Ballistic standard and Threat Level rating
- (d) Washing and cleaning instructions

- (e) Vest size
- (f) Serial number
- (g) Name of department
- (h) Name and badge number of the officer for whom the vest was ordered

4.2.5.2 BALLISTIC PANEL MATERIALS FOR SPECTRA 1000 AND SPECTRA SHIELD TYPE VESTS

All materials shall be new, unused whole pieces and without flaws that affect durability and function.

NOMINAL AERIAL WEIGHT - No vest with a measured nominal aerial weight of more than .80 lbs. per square foot for Level II or more than 1.00 lb. per square foot for Level IIIA or non-uniform layer construction will be accepted. **The use of ballistic material construction other than specified or weights exceeding the above limit will be cause for rejection of the vest.**

The panels shall be sealed in water repellent treated rip stop nylon or other similar material.

4.2.5.3 ELASTIC WEBBING STRAPS

The adjustable polyester straps shall be of high quality, cut neatly and squarely from roll stock.

4.2.5.4 HOOK AND PILE FASTENER TAPE

Hook and pile tape strips (MIL-F-21840) must be neatly and squarely cut in long enough lengths to assure a wide range of adjustments to accommodate wearer weight fluctuations and clothing changes.

4.2.5.5 THREAD, STITCHING AND SEAMS

Threads shall be cotton covered polyester (unless otherwise specified) which will not shrink during washing to avoid puckering of the sewn material. Seam allowances shall be maintained with seams so that no raw edges, run-offs, twists, puckers, pleats or open seams occur. The ends of all stitching shall be backstitched or over-stitched 1/2" minimum except when caught in other stitching or turned under in a hem. Thread tension shall be maintained so there will be no loose stitching or excessively tight stitching resulting in puckering of the material.

4.2.5.6 VEST COLOR

The permanent covering material of the vest shall be navy blue.

4.2.6 PACKAGING

Each complete unit of body armor shall be placed individually in a clear polyethylene bag to afford adequate protection against physical damage during shipment and storage. When packaged each complete unit shall be placed in the bag with the back panel superimposed over the front panel so that the identification label is visible. Packaged body armor shall be packed in a manner to ensure carrier acceptance and safe delivery at a predestined destination, and the weight of each box must not exceed fifty (50) pounds. Any damaged articles received shall be cause for rejection upon the receipt of shipment, and will be returned at the vendor's expense.

Notice to the vendor describing the degree and quantity of defects will be forwarded to the vendor no later than five (5) working days after receipt of shipment. Each package will have attached thereto the name of the individual officer for which it was intended to be issued.

4.2.7 WARRANTY

BALLISTIC PANELS - The ballistic panels shall be warranted against defects in workmanship for a period of five (5) years following the date of delivery.

CARRIERS/VEST COVERS - All carriers/vest covers shall be warranted against defects in materials, straps, fasteners and workmanship for a period of thirty-six (36) months following acceptance. These carriers shall be labeled in such a manner as to identify either the date of acceptance or date of expiration of said warranty.

DEFECTS AND REPAIRS – Vendor shall repair and replace any materials exhibiting such defects at no cost to the City, including freight. Vendor must complete repairs within two (2) business days and replacements must be provided within twenty (20) business days' notice.

4.2.8 BENCHMARK V50 PERFORMANCE TESTING

The City of San Antonio Police Department requires ballistic performance data as measured by MIL-STD 662F Probable Limit testing development packages. Therefore, in addition to NIJ 0101.06 testing, it is required that each Respondent submit a "benchmark" V50 test report that was conducted at the same time of certification. The V50 test shall be performed by H.P. White Laboratories in accordance with MIL-STD 662F.

THREAT LEVEL II TEST PROJECTILES - The test projectiles shall be those used in the NIJ STD 0101.06 for Threat Level II (.357 magnum 158 grain JSP and the 9mm 124 grain FMJ). The average V50 score for the .357 magnum shall be no lower than 1673 fps with a low complete of 1631 fps. The 9mm average shall be no lower than 1621 fps with a low complete of 1605 fps.

THREAT LEVEL IIIA TEST PROJECTILES - The test projectiles shall be those used in the NIJ STD 0101.06 for Threat Level IIIA is the .44 magnum 240 grain SJHP and the .357 SIG 125 grain FMJ. The average V50 score for the .44 magnum shall be no lower than 1651 fps with a low complete of 1598 fps. The average shall be no lower than 1776 fps with a low complete of 1774 fps.

Failure to submit benchmark V50 performance reports will be cause for rejection of the proposal.

4.2.8.1 BACK-FACE SIGNATURES

The maximum allowable back-face signatures shall be: (use only one row)

<u>NIJ LEVEL/ROUND</u>	<u>9mm</u>	<u>.357 SIG</u>
Level II	36mm	44mm
Level IIIA	33mm	42mm

Respondent must also submit the back-face signatures for the .40 Speer 155 grain Gold Dot Hollow Point. The only acceptable test reports shall be those which resulted from an actual certification test conducted under the supervision of TAPIC using NIJ Standard 0101.06.

4.2.8.2 LOT TESTING:

Since ballistic material may vary from lot to lot, all ballistic material will be V50 tested to MIL-STD 662F using panels at least 16" x 16". The test round for the V50 test conducted on each ballistic panel shall be the .357 SIG 125 grain FMJ. Average minimum acceptable velocity for testing shall be 1425 fps for the Spectra Shield and 1120 fps for the Spectra Cloth with a zero minimum tolerance. All testing will be conducted at a recognized testing laboratory such as H.P. White Laboratories.

The Respondent must supply lot testing data to the City of San Antonio Police Department with proposal submission and failure to do so will be cause for rejection of the proposal.

Test results shall be submitted with proposals by each Respondent reflecting the following minimum V50 results: (use only one row)

PANEL LEVEL/ROUND	<u>9mm</u>	<u>.357 SIG</u>
II	1620 fps	n/a
IIIA	1775 fps	1650 fps

Respondent shall also submit V50 for the .40 Speer 155 grain Gold Dot Hollow Point. Submissions that do not include V50 reports with these minimum performance standards are subject to rejection.

4.2.9 SUBMISSION OF HISTORICAL DATA

Respondent must submit with the proposal "Historical Data" charting the performance of the product from V-0 up through and including V50, to insure the manufacturer has a full understanding of the ballistic package being submitted and that they have an adequate Research and Development Plan. This historical data must have been generated prior to NIJ Certification at a recognized ballistics laboratory.

4.2.9.1 SUBMISSION OF MANUFACTURER'S QUALITY CONTROL PROGRAM DATA

In addition to this historical data, Respondent must submit with its proposal, data from the manufacturer of the vest offered, which shows a continuing Quality Control Program utilizing V50's as the test method. Respondent must show that the manufacturer of the vest offered has achieved certification or has applied for certification through the International Organization for Standardization or ISO, level 9001.

4.2.10 BALLISTIC REQUIREMENTS

The ballistic panels must meet the National Institute of Justice Standard 0101.06, dated July 2008, for Threat Level II and Threat Level IIIA wet and dry penetration and back face signature performance. The Respondent must apply certification from H.P. White Laboratories indicating that the vests being offered meet the protective Threat Level II and Threat Level IIIA requirements.

4.2.11 BALLISTIC VEST TESTING BY SAPD

Respondent's vest will be subjected to ballistic testing by the SAPD which occurs at the SAPD Academy Firing Range. The test will include multiple rounds from a .22 to a .45 being shot at the vest. In addition, three point blank shots will be fired into the vest. The total number of shots will be 10. Respondents may attend the shooting test for their vest only. The Respondents will be notified five (5) business days prior to the test.

4.2.12 WEAR TEST

The officers will wear test the qualifying vests for up to six months while performing their normal duties. Each vest will be tested approximately for one month. If more than six vests are received testing duration may drop to 3 weeks per vest. Each vest will be rated on the comfort, fit, mobility, and maintenance of the vest. See Exhibit 8 – Wear Test Evaluation Survey Form herein.

4.2.13 QUALITY CONTROL

The number of individual items exceeding the acceptable variations in quality shall not exceed 5% of the total volume of any individual order. The first shipment received with a variance in quality will be documented by SAPD outlining problem areas, with copies being sent to the vendor and the City of San Antonio Purchasing Department. The second occurrence of the same or similar problems of quality or workmanship will be grounds for termination of this contract. The decision to terminate this agreement shall be the prerogative of the City of San Antonio Police Department and the City of San Antonio Purchasing Department, under these guidelines. All documentation will be used as a basis for evaluating any future purchases.

After the contract is awarded, newly delivered vests may be selected at random and used for destructive tests and quality control comparisons at City's expense. Should said vest(s) fail the field tests, a second vest from the newly delivered lot will be sent to an independent laboratory for testing as to compliance to the specifications of this contract. Should this second vest not be found in compliance, the vendor will replace it with one meeting specifications at Vendor's sole cost and expense. The determination of whether a vest meets the specifications belongs solely to the City of San Antonio Police Department. Failure of said second vest shall be cause for rejection of the entire lot and/or termination of the contract.

Each Respondent must submit a copy of its Quality Control Program with its' submission. If the Respondent is not the manufacturer, a copy of the manufacturer's Quality Control Program must be provided with Respondent's submission. After award of this contract, and at the expense of the Vendor, members of the Labor Relations Committee may make site visits on an annual basis to inspect the facilities, construction of vests and raw materials to ensure the integrity and consistency of a documented Quality Control Program by the manufacturer.

4.2.14 FITTING, ALTERATIONS, AND DISTRIBUTION

BUSINESS LOCATION – The Respondent must have an established business location within Bexar County limits. The location shall have adequate parking space for easy access for police officers. The vendor must have available at all times qualified personnel to measure City officers requiring a vest during the regular work day, (Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding City recognized holidays), at no additional cost to the City of San Antonio. The vendor shall be responsible for assuring proper fit when taking measurements.

MINOR ALTERATIONS - Vendor shall also provide minor alterations or miscellaneous sewing as needed (e.g. strap adjustments) within a reasonable amount of time (no longer than two business days). Vendor shall arrange to take measurements of all police cadets during classes at the Training Academy.

4.2.14.1 SITE INSPECTION

The SAPD shall have the option to inspect respondent's business location, staffed personnel and facilities prior to the recommendation for award.

4.3 DELIVERY

All orders of vest will be placed on an "as needed" basis and be delivered to the Armory of the San Antonio Police Department, located at:

SAPD Training Academy
Attn: Blanca Hull at 210-207-6227.
12200 S.E. Loop 410
San Antonio, TX 78221

All deliveries shall be made Attn: Blanca Hull, Phone: 210-207-6227, Email: Blanca.hull@sanantonio.gov. Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS.

The delivery date of both standard size vests and/or custom fitted vests will be within a maximum of thirty (30) calendar days after

the vendor's receipt of said order. Vests that do not meet the specifications and requirements of this contract will be rejected.

4.4 REFERENCES

Respondent shall also disclose in writing the name and address of law enforcement agencies currently utilizing the body armor offered, as well as the contact person at those agencies identified.

4.5 FULL DISCLOSURE

If the Respondent does not manufacture the body armor submitted in response to this RFP, any of its subassemblies or components, including, but not limited to, ballistic panels and/or garments, entirely at its principal place of business, then the Respondent shall disclose the name(s), address(es), and phone number(s) of the actual pieceworker(s), subcontractor(s) and manufacturer(s). Respondent shall also supply in writing what portion or subassemblies each of these outside vendors manufactures.

Respondent shall also submit in detailed written form, their involvement with the management of said companies and/ or individuals as it relates to quality control.

Respondent shall be responsible for all subcontractors and the administration of warranty claims and/or alterations involving the body armor. Respondent shall disclose any and all legal or administrative actions, civil or criminal, resolved or unresolved that have occurred or have been filed in any jurisdiction(s) in the past five (5) years involving the Respondent and/or armor manufacturer or its officers or principals. Said disclosure shall be in written form and shall include a brief summary of the action(s), a list of parties, and any relevant case or control number(s).

4.6 LIQUIDATED DAMAGES

The Parties agree that the actual damages that might be sustained by City by reason of the breach by Vendor of its covenant to deliver vests within the specified period are uncertain and would be difficult to ascertain, and that the sum of \$10.00 per vest per day for each day Vendor is late with delivery would be a reasonable compensation for such breach. Vendor hereby promises to pay, and City hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach.

Vendor shall pay all amounts due hereunder within 30 days of demand by City. Alternatively, City shall have the option to withhold said sum from any payment due to Vendor hereunder.

4.7 AWARD

Award of this contract shall be based on specification compliance, workmanship, quality, test results, price, vest overall weight, wear ability, and verification of documents that accompany the respondent's proposal. Respondent's Vests must pass wear test and shooting standards set by the specifications specified herein and San Antonio Police Department Labor Committee.

005 - ADDITIONAL REQUIREMENTS

Intellectual Property.

If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process, or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, Respondent will immediately:

Either:

obtain, at Respondent's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,

alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Respondent further agrees to:

assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement,

assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,

the Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,

the liability claimed shall not have arisen out of the City's negligent act or omission, and the City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

Ownership and Licenses.

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

The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

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

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

006 - TERM OF CONTRACT

A contract awarded in response to this RFP will be for a three (3) year period upon City Council approval. The SAPD shall have the option to renew under the same terms and conditions for up to two (2) additional, one year terms upon funding approval for the fiscal year. All renewals shall be in writing and signed by the Director, or their designee, without further action by the San Antonio City Council.

007 - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held by the City of San Antonio Finance Department, Purchasing Division, at **SAPD Public Safety Headquarters, Conference Room # 5417, 315 S. Santa Rosa, 5th Floor, San Antonio, Texas 78207 at 1:00 p.m., Central Time, on Friday, March 08, 2019.** This meeting place is accessible to disabled persons and wheelchair accessible.

Respondents are encouraged to prepare and submit their questions in writing 4 calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged. Respondents that are not able to attend in person may participate by Conference Call. Respondents may call the toll free number listed below and enter access code to participate the day of the conference.

Toll Free Dial-In Number: 1-855-850-2672

Access Code: 993 485 990

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

008 - PROPOSAL REQUIREMENTS

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

When submitting the hard copy proposal, submit **one (1) COMPLETE** original, signed in ink, **eight (8)** hard copies **WITH ONLY TABS and documents for General Information Form; Experience, Background, and Qualifications; Proposed Plan, etc. (NO SBEDA, LPP, VOSB AND/OR PRICE SCHEDULE TO BE INCLUDED)** and **one (1)** copy of the proposal on compact disk (CD) or USB flash drive containing an Adobe PDF version of the entire proposal (See Section 10 for detailed instructions). Each of the item requirements listed below must be labeled with the heading indicated below as a separate file on the CD or USB flashdrive.

*TABLE OF CONTENTS

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

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

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

*EXPERIENCE, BACKGROUND & QUALIFICATIONS. Use the Form found in this RFP as Attachment A, Part Two.

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

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

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

<http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>

Instructions for completing the Contracts Disclosure form:

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

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

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

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM(S). Complete, sign and submit any and all SBEDA form(s), found in this RFP as Attachment E.

LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE IDENTIFICATION FORM. Complete, sign and submit LPP Identification Form found in this RFP as Attachment F.

VETERAN-OWNED SMALL BUSINESS (VOSB) PREFERENCE PROGRAM IDENTIFICATION FORM. Complete, sign, and submit VOSB Identification Form found in this RFP as Attachment G.

*PROOF OF INSURABILITY. Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFP if awarded a contract in response to this RFP. Respondent

shall also submit a copy of their current insurance certificate.

*CERTIFICATE OF INTERESTED PARTIES HB Form 1295. Respondent must complete, sign and submit HB Form 1295 as RFP Attachment H. You may download a copy of the form at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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

*PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFP as Attachment J.

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

009 - CHANGES TO RFP

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

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

010 - SUBMISSION OF PROPOSAL

Proposals may be submitted electronically through the portal or in hard copy format.

Submission of Hard Copy Proposals.

Submission of Hard Copy Proposals. Respondent shall submit one **COMPLETE** original signed in ink **eight (8)** hard copies **WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO SBEDA, LPP, VOSB AND/OR PRICING TO BE INCLUDED)** and one copy of the proposal on compact disk (CD) or flash drive containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "**Concealable Body Armor For SAPD And Other Law Enforcement Officers**" on the front of the package. The name and address of Respondent, the due date for submission of proposals, RFP number and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

Proposals must be received in the Office of the City Clerk no later than **2:00 p.m., Central Time, on Friday, March 29, 2019** at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the Office of the City Clerk by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

City of San Antonio,
Office of the City Clerk
Attn: "**RFP 19-029, Concealable Body Armor for SAPD and Other Law Enforcement Officers**"
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

City of San Antonio -
Office of the City Clerk
c/o Municipal Archives and Records Facility
Attn: "**RFP 19-029, Concealable Body Armor for SAPD and Other Law Enforcement Officers**"
719 S. Santa Rosa Avenue
San Antonio, Texas 78204

Proposals sent by facsimile or email will not be accepted.

Submission of Electronic Proposals. Submit one **COMPLETE** proposal electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" whitepaper. If submitting a hard copy, place proposal inside a three ring binder. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper, or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and, in the case of hard copy submissions, printed one-sided. Margins shall be no less than 1" around the perimeter of each page. Websites or URLs shall not be submitted in lieu of the printed proposal. **ORIGINAL** proposals must include **ALL** the sections and attachments in the sequence listed in the RFP Section 008, Proposal Requirements, and each section and attachment must be indexed and, for hard copy submissions, **ONLY REQUIRED SECTIONS AND ATTACHMENTS listed by asterisk (*) in Section 008, Proposal Requirements MUST** be divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

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

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

Certified Vendor Registration Form. If Respondent has not completed City's Certified Vendor Registration (CVR) Form. Respondent is required to do so prior to the due date for submission of proposals. The CVR form may be accessed at: <http://www.sanantonio.gov/purchasing/>. Respondents must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short hand names will be accepted in place of the full, true and correct legal name of the entity.

Correct Legal Name.

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

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of Finance Department shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

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

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

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

011 - RESTRICTIONS ON COMMUNICATION

Respondents are prohibited from communicating with: 1) City, elected City officials and their staff as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFP or proposals from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFP 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 RFP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent’s proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

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

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **1:00 p.m., Central Time, on, Wednesday, March 13, 2019**. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

Angela Alonso-Smith, Procurement Specialist III
City of San Antonio, Finance Department – Purchasing Division
angela.alonso-smith@sanantonio.gov

A Respondent that has an ongoing business relationship with the City may communicate with City employees to the extent necessary to perform the Respondent’s duties and obligations related to that business relationship.

Questions submitted and the City’s responses will be posted as an addendum to this solicitation.

Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City’s Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the required SBEDA forms. The point of contact, David Rodriguez, may be reached by telephone at (210) 207-0071 or by e-mail at David.Rodriguez3@sanantonio.gov. *Respondents and/or their agents may contact Mr. Rodriguez at any time prior to the due date for submission of proposals. Contacting him or his office regarding this RFP after the proposal due date is not permitted.*

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

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

012 - EVALUATION OF CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council.

Evaluation Criteria:

- A. Experience, Background, Qualifications **(10 points)**
- B. Proposed Plan: Wear Test **(55 points)**
- C. Price Schedule **(10 points)**
- D. Small Business Economic Development Advocacy Program (SBEDA) **(10 points):**

SBE Prime Contract Program – 10 pts.

Certified SBE firms (see Small Business Enterprise definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime CONTRACTORS proposing at least 51% SBE participation (Prime and/or Subcontractor) will receive ten (10) evaluation criteria points,

No evaluation criteria points will be awarded to non-SBE Prime CONTRACTORS through subcontracting to certified SBE firms.

E. Local Preference (LPP) Ordinance Program (up to 10 points)

- 10 evaluation points for local businesses headquartered for one year or more within the incorporated San Antonio City limits,

OR;

- 5 evaluation points for a business with an office within the incorporated limits of the City, which has been established for one year or more, 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 or a minimum of 100 employees; and from which a substantial role in the business's performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

F. Veteran-Owned Small Business (VOSB) Preference Program (5 points)

- 5 evaluation points for a Prime business that is certified as a Veteran-Owned Small Business.

013 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

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

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

City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.

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

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

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

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

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

Conflicts of Interest. Respondent acknowledges that it is informed that 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 Consultant 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.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City's Ethics Code. (Contracts Disclosure – form may be found online at <http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>).

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

State of Texas Conflict of Interest Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under §176.066(a) of the statute.

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

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

https://www.ethics.state.tx.us/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/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>

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, c/o Municipal Records Facility, 719 S. Santa Rosa, San Antonio, TX 78204.

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

014 - SCHEDULE OF EVENTS

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

RFP EVENTS	DATE	
RFP Release Date	Wednesday, February 27, 2019	
Pre-Submittal Conference	Friday, March 08, 2019	1:00 p.m. C.T.
Final Questions Accepted	Wednesday, March 13, 2019	1:00 p.m. C.T.
Proposal Due	Friday, March 29, 2019	2:00 p.m. C.T.
Fitting Session	TBD – Post proposal submissions	Suppliers will be notified by Email
Fitting Session Samples	Due (30 Days) post fitting session date	<p>Shall be delivered to: SAPD Public Safety Headquarters 315. S. Santa Rosa, Suite 5210 San Antonio, TX 78207 Attn: Angela Alonso-Smith</p>
Wear Test	TBD	Officer wear test duration up to 6 months pending the number of proposal submissions.

015 - RFP EXHIBITS

RFP EXHIBIT 1

SBEDA Ordinance Compliance Provisions

A. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2016-05-19-0367 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development Department (EDD) website page and is also available in hard copy format upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of the SBEDA Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

B. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiatives to this contract. CONTRACTOR hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement:

SBE Prime Contract Program. In accordance with the SBEDA Ordinance, Section III. D. 9. (c), this contract is being awarded pursuant to the SBE Prime Contract Program, and as such, CONTRACTOR affirms that if it is presently certified as an SBE (see *Small Business Enterprise* definition), CONTRACTOR agrees not to subcontract more than 49% of the contract value to a non-SBE firm.

C. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements.

Waiver Request - A Respondent may request, for good cause, a full or partial Waiver of a **specified subcontracting goal** included in this solicitation by submitting the *Subcontracting Goal- Waiver Request* form (available at <http://www.sanantonio.gov/SBO/Forms.aspx>) **with its solicitation response**. The Respondent's Waiver request must fully document Subcontractor unavailability despite the Respondent's good faith efforts to comply with the goal. Such documentation shall include all good faith efforts made by Respondent including, but not limited to, which Subcontractors were contacted (with phone numbers, e-mail addresses and mailing addresses, as applicable) and the method of contact. **Late Waiver requests will not be considered.** More information on the good faith effort criteria is available within the Subcontracting Goal – Waiver Request Evaluation Criteria at <http://www.sanantonio.gov/SBO/Forms.aspx>.

Exception Request - A Respondent may, for good cause, request an Exception to the application of the SBEDA Program if the Respondent submits the *Exception to SBEDA Program Requirements Request* form (available at <http://www.sanantonio.gov/SBO/Forms.aspx>) with its solicitation response. The Respondent's Exception request must fully document why: (1) the value of the contract is below the \$50,000 threshold for application of the SBEDA Program; or (2) no commercially-useful subcontracting opportunities exist within the contract scope of work; or (3) the type of contract is outside of the scope of the SBEDA Ordinance. **Late Exception Requests will not be considered.**

D. Definitions

Affirmative Procurement Initiatives (API) – Refers to various S/M/WBE Program tools and Solicitation Incentives that are used to encourage greater prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE Program tools, see Section III.D of Attachment A to the SBEDA Ordinance). To be eligible for the benefits of race- and gender-conscious APIs as provided in the SBEDA Ordinance, M/WBE firms must also satisfy the size standards for being a Small Business Enterprise or SBE as defined herein.

Annual Aspirational Goal – a non-mandatory annual aspirational percentage goal for overall M/WBE Prime and subcontract participation in City of San Antonio contracts is established each year for Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contract Industry Categories. This Annual Aspirational Goal is to be set (and thereafter adjusted) by the Goal Setting Committee (GSC) based upon the M/WBE availability by industry in accordance with the City's 2015 Disparity Study findings, along with relative M/WBE availability data to be collected by the City through its CVR system, and the utilization of M/WBEs. Any adjusted Annual Aspirational Goals for a given industry should not exceed the Expected Availability for award dollar weights as found in the 2015 Disparity Study. Annual Aspirational Goals are not to be routinely applied to individual contracts, but are intended to serve as a benchmark against which to measure the overall effectiveness of the S/M/WBE Program on an annual basis, and to gauge the need for future adjustments to the mix and to the aggressiveness of remedies being applied under the Program. Percentage Goals for S/M/WBE participation may be established by the GSC on a contract-by-contract basis based upon similar data and analysis for the particular goods and services being purchased in a given contract.

Award – the final selection of a Respondent for a specified Prime Contract or subcontract dollar amount. Contract awards are made by the City to Prime Contractors or vendors and by Prime Contractors or vendors to Subcontractor or sub-vendors, usually pursuant to a solicitation process. (Contract awards are to be distinguished from contract payments in that they only reflect the anticipated dollar amounts instead of actual dollar amounts that are paid to a contractor under an awarded contract).

Best Value Contracting – a purchasing solicitation process through which the Originating Department may evaluate factors other than price. Evaluation criteria for selection may include a Respondent's previous experience and quality of product or services procured, and other factors identified in the applicable statute.

Centralized Vendor Registration System (CVR) – a mandatory electronic system of hardware and software programs by which the City recommends all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. All businesses awarded a City contract shall be required to register in the CVR. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

Certification – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City may accept any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6.

City – refers to the City of San Antonio, TX.

Commercially Useful Function – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors.

Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed.

Control – the authority of a person or business owner to sign responses to solicitations and contracts, make price negotiation decisions, sell or liquidate the business and have the primary authority to direct the day-to-day management and operation of a business enterprise without interference from others.

Economic Inclusion – efforts to promote and maximize commercial transactions within, between and among all segments of the business population, regardless of race or gender, within the Relevant Marketplace.

Emerging SBE (ESBE) – a certified SBE corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is independently owned and operated by Individuals legally residing in, or that are citizens of, the United States or its territories whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

Emerging M/WBE – a certified M/WBE firm whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

Evaluation Preference – an API that may be applied by the Goal Setting Committee to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime Respondents.

Formal Solicitation – an invitation for bids, request for proposals, request for qualifications or other solicitation document issued by a City department for a contract that requires City Council approval, in accordance with the procurement rules adopted by the City Manager or designee through a memorandum issued by the City Manager or designee, an Administrative Directive or a procurement manual issued under the authority of the City Manager or designee, and/or pursuant to statutory requirements.

Goal Setting Committee (GSC) – a committee, or series of committees, appointed and chaired by the City Manager or designee from the Executive Team that includes, at a minimum, the EDD Director or designee, and the Director of Finance or Director of Transportation and Capital Improvements (TCI) or their designees, the Director or designee of the Originating Department (if the Originating Department is neither Finance nor TCI,) all without duplication of designees and two citizens appointed by City Council who are eligible to vote during the goal setting committee on contracts valued at \$3,000,000 and above. The City Manager or designee may also appoint two ex-officio members of the Small Business Advocacy Committee to serve on any GSC purely in an advisory and non-voting capacity. The GSC establishes S/M/WBE Program Goals for the City of San Antonio (e.g., Annual Aspirational Goals, Contract-by-Contract Subcontracting Goals, and determining which M/WBE segments are eligible for Segmented Subcontracting Goals annually) based upon Industry Categories, vendor availability, project-specific characteristics, and M/WBE utilization. The GSC also makes determinations about which Affirmative Procurement Initiatives (APIs) are to be applied to specific contracts based upon various criteria.

Good Faith Efforts – documentation of the Respondent's intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation as stated in the solicitation reflecting the Respondent's commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office's directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and CONTRACTORS that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.)

HUBZone Firm – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

Independently Owned and Operated – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

Individual – an adult person that is of legal majority age.

Industry Categories – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as “business categories.”

Joint Venture Incentives – an API that provides inducements for non-SBE and non-M/WBE firms to collaborate with SBE or M/WBE partners in responses to solicitations and performing a Prime Contract to supply goods to, or to perform non-Construction services on behalf of, the City. Joint ventures are manifested by written agreements 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. Incentives under this API may include Evaluation Preferences that are tied to the percentage of SBE or M/WBE participation in the joint venture, expedited issuance of building permits and extra contract option years in certain Other Services and Goods & Supplies contracts.

Minority/Women Business Enterprise (M/WBE) – firm that is certified as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

M/WBE Directory – a listing of M/WBEs that have been certified for participation in the City’s M/WBE Program APIs.

M/WBE Subcontracting Program – an API in which Prime Contractors or vendors are required to make Good Faith Efforts to subcontract a specified percentage of the value of prime contract dollars to certified M/WBE firms. Such subcontracting goals may be set and applied by the GSC on a contract-by-contract basis to those types of contracts that provide subcontract opportunities for performing Commercially Useful Functions wherein:

- (1) There have been ongoing disparities in the utilization of available M/WBE Subcontractors; or
- (2) Race-Neutral efforts have failed to eliminate persistent and significant disparities in the award of prime contracts to M/WBEs in a particular Industry Category or industry segment (e.g., Construction contracts, Professional Services contracts, and Architectural and Engineering contracts), and subcontract opportunities are limited outside of City contracts.

When specified by the GSC, the M/WBE Subcontracting Program may also be required to reflect Good Faith Efforts that a Prime Contractor or vendor has taken (or commits to taking in the case of solicitations that do not include a detailed scope of work or those in which price cannot be considered a factor in evaluation), toward attainment of subcontracting goals for M/WBE firms.

M/WBE Evaluation Preference – an API that the City may apply to requests for proposals or qualifications (RFPs or RFQs) on City Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts that are issued pursuant to a Best Value Contracting method or other methods of procurement wherein criteria other than lowest price are factored into the selection process. M/WBEs that submit responses for these kinds of solicitations are awarded additional Points in the scoring of their responses when evaluating and ranking their responses

against those submitted by non-minority firms. Where specified in contract specifications as approved by the Goal Setting Committee, the M/WBE Evaluation Preference may be limited to Emerging M/WBE firms.

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the City. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term “MBE” as used in the SBEDA Ordinance is not inclusive of women-owned business enterprises (WBEs).

Minority Group Members – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

African-Americans: Persons with origins in any of the black racial groups of Africa.

Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.

Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

Native Americans: Persons having no less than 1/16th percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

Originating Department – the City department or authorized representative of the City which issues solicitations or for which a solicitation is issued.

Payment – dollars actually paid to Prime Contractors and/or Subcontractors and vendors for City contracted goods and/or services.

Points – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts (e.g., up to 20 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

Prime Contractor – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City.

Race-Conscious – any business classification or API wherein the race or gender of business owners is taken into consideration (e.g., references to M/WBE programs and APIs that are listed herein under the heading of “Race-Conscious”). To be eligible for the benefits of race- and gender-conscious APIs as provided in this Ordinance, M/WBE firms must also satisfy the size standards for being a Small Business Enterprise or SBE as defined herein.

Race-Neutral – any business classification or API wherein the race or gender of business owners is not taken into consideration (e.g., references to SBE programs and APIs that are listed herein under the heading of “Race-Neutral”).

Relevant Marketplace – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the 2015 Disparity Study, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

Respondent – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City.

Responsible – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

Responsive – a firm’s submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation

for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

San Antonio Metropolitan Statistical Area (SAMSA) – also known as the Relevant Marketplace, the geographic market area from which the City's 2015 Disparity Study analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

Segmented M/WBE Goals – the application of multiple goals for M/WBE participation within Annual Aspirational Goals or for M/WBE Subcontracting Goals on an individual City contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals. Such segmented goals specifically target the participation of a particular segment of business enterprises owned and Controlled by WBEs or certain Minority Group Members (e.g., African-Americans or Hispanic-Americans) based upon relative availability and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. The application of Segmented M/WBE Goals is intended to ensure that those segments of M/WBEs that have been most significantly and persistently underutilized receive a fair measure of remedial assistance.

SBE Directory – a listing of small businesses that have been certified for participation in the City's SBE Program APIs.

Significant Business Presence – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

Small Business Enterprise (SBE) – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

Small Business Office (SBO) – the office within the Economic Development Department (EDD) of the City that is primarily responsible for general oversight and administration of the S/M/WBE Program.

Small Minority Women Business Enterprise Program (S/M/WBE Program) – the combination of SBE Program and M/WBE Program features contained in this Ordinance.

Solicitation Incentives – additional inducements or enhancements in the solicitation process that are designed to increase the chances for the selection of S/M/WBE firms in competition with other firms. Such inducements and enhancements may include such terms as additional contract option years, increased quantities in supply contracts, and evaluation preferences, where not prohibited by law. These solicitation incentives may be applied as appropriate to solicitations, contracts, and letter agreements for Construction, Architecture and Engineering services, Professional Services, Other Services, and Goods & Supplies contracts, including change orders and amendments.

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of the binding agreement between the Prime Contractor and the Subcontractor shall be submitted prior to the City's issuance of a notice to proceed.

Suspension – the temporary stoppage of an SBE or M/WBE firm's beneficial participation in the City's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7, or pursuant to the Penalties and Sanctions set forth in Section III.E.13.

Subcontractor/Supplier Utilization Plan – a binding part of this contract agreement which states the CONTRACTOR's commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of

work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee.

Women Business Enterprises (WBEs) - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term "WBE" as used in this Ordinance is not inclusive of MBEs.

E. SBEDA Program Compliance – General Provisions

As CONTRACTOR acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its subcontractors with this term;
2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its subcontractors or suppliers;
3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
4. CONTRACTOR shall notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.
5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.
6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.
7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the

applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone Subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the CONTRACTOR for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System (CVR), and CONTRACTOR has represented to CITY which primary commodity codes each Subcontractor will be performing under for this contract. CITY recommends all Subcontractors to be registered in the CVR.

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR 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 the company retaliate against any person for reporting instances of such discrimination. The company 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. The company 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 the company 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. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

G. Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

H. Violations, Sanctions and Penalties

In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;
2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;
3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;

4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

1. Suspension of contract;
2. Withholding of funds;
3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
4. Refusal to accept a response or proposal; and
5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

RFP EXHIBIT 2

INSURANCE REQUIREMENTS

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

A) Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City of San Antonio- Police Department, which shall be clearly labeled “ Concealable Body Armor for SAPD and Other Law Enforcement Officers” 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 of San Antonio Police 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 Respondent’s financial integrity is of interest to the City; therefore, subject to Respondent’s right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent’s sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers’ Compensation 2. Employers’ Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.
<u>4. Broad form Commercial General Liability Insurance to include coverage for the following:</u> <u>a. Premises/Operations</u> <u>b. Products/Completed operations</u> <u>c. Personal Injury</u> <u>d. Contractual Liability</u>	<u>For Bodily Injury and Property Damage of \$1,000,000 per occurrence;</u> <u>\$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage</u>
<u>Products Liability Umbrella</u>	<u>\$20,000,000 Minimum Coverage, may be satisfied by manufacturer umbrella</u>

*Required if respondent conducts work and/or has employee presence on City property.

D) Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Respondent herein, and provide a certificate of insurance and

endorsement that names the Respondent and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Respondent. 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. Respondent shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Respondent shall pay any costs incurred resulting from provision of said documents.

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

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

- Name the 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, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

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

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

J) It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the 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) Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.

RFP EXHIBIT 3

INDEMNIFICATION REQUIREMENTS

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

INDEMNIFICATION

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, Contractor or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT 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. RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by RESPONDENT in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. RESPONDENT shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If RESPONDENT fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and RESPONDENT shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of RESPONDENT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for RESPONDENT or any subcontractor under worker's compensation or other employee benefit acts.

RFP EXHIBIT 4

LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio (City) to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, effective for solicitations issued after May 1, 2013.

This solicitation is subject to the Local Preference Program. For more information on the program, refer to the Local Preference Program Identification Form attached to this solicitation.

In order to receive consideration the Local Bidder must complete and return the attached Local Preference Identification Form.

RFP EXHIBIT 5

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE

Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation.

For more information on the program, refer to the Veteran-Owned Small Business Preference Program Identification Form attached to this solicitation.

Respondent must complete and return the attached Veteran-Owned Small Business Preference Program Identification Form.

RFP EXHIBIT 6

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Prohibition on Contracts with Companies Boycotting Israel

Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City's hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

RFP EXHIBIT 7

CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS PROHIBITED

Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on said list during the course of its contract with City, City may terminate the Contract for material breach.

RFP EXHIBIT 8

WEAR TEST EVALUATION SURVEY FORM

(Posted as separate documents)

RFP EXHIBIT 9

**NATIONAL INSTITUTE OF JUSTICE STANDARD
0101.6 DATED JULY 2008**

(Posted as separate documents)

016 - RFP ATTACHMENTS

RFP ATTACHMENT A, PART ONE

GENERAL INFORMATION

1. **Respondent Information:** Provide the following information regarding the Respondent.

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

Respondent Name: _____

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

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

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

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

Individual or Sole Proprietorship. If checked, list Assumed Name, if any: _____

Partnership

Corporation If checked, check one: For-Profit Nonprofit

Also, check one: Domestic Foreign

Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

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

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

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

List Related Companies:

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes _____ No _____

4. Is Respondent authorized and/or licensed to do business in Texas?

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

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

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

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

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

Years _____ Months _____

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

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

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

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

Years _____ Months _____

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

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

Yes____ No____ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

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

Yes____ No____ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

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

Yes____ No____ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

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

11. Previous Contracts:

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

Yes____ No____ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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

Yes____ No____ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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

REFERENCES

Provide three (3) references, that Respondent has provided services to within the past three (3) years. Complete all information requested and leave no fields blank. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

RFP ATTACHMENT - A, PART TWO

EXPERIENCE, BACKGROUND AND QUALIFICATIONS

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

1. Fully describe your company and experience as it relates to the following:
 - History of company (to include number of years/months in business);
 - History of company operations over the past three years;
 - History of Public Safety contracts, address, phone numbers, points of contact, length of contracts, and which contracts, if any, were terminated for cause or convenience.
2. Describe Respondent's experience relevant to the Scope of Services requested by this RFP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.
3. Describe length of time Respondent has performed services relevant to the Scope of Services requested by this RFP. Describe Respondent's specific experience with public safety clients, especially large municipalities.
4. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
5. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past.
6. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.
7. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
8. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

RFP ATTACHMENT - A, PART THREE

PROPOSED QUALITY CONTROL PLAN

Prepare and submit the following items.

1. **Quality Assurance/Control (QA/QC) Plan**

Describe Respondent current QA/QC Plan to include procedures and personnel utilized for quality control, problem resolution, self –assessment, interaction with City, and control of subcontractors' performance, if any. Explain how your current procedures meet the needs of your current customers. If Respondent is not a manufacturer, Respondent should also submit a copy of the manufacturer's Quality Control Program and describe how Respondent implements the plan.

2. **Service Plan**

Describe how Respondent will ramp up to meet the needs of SAPD. Provide information such as staffing, availability of products, stocking supplies and equipment. Indicate what the timeframes are for Respondents to be able to mobilize upon contract award. Indicate the steps and time frame for repair and replacement request

3. **Staffing Plan**

Describe Respondent Staffing Plan, location, hours of operation and a point of contact.

4. **Customer Service Plan**

Describe Respondent customer service plan and discuss lines of communication and interaction with City Staff and others.

5. **Full Disclosure Statement**

(a) If the Respondent does not manufacture the body armor submitted in response to this RFP, any of its subassemblies or components, including, but not limited to, ballistic panels and/or garments, entirely at its principal place of business, then the Respondent shall disclose the name(s), address(es), and phone number(s) of the actual pieceworker(s), subcontractor(s) and manufacturer(s). Respondent shall also supply in writing what portion or subassemblies each of these outside vendors manufactures.

(b) Respondent shall also submit in detailed written form, their involvement with the management of said companies and/or individuals as it relates to quality control.

(c) Respondent shall be responsible for all subcontractors and the administration of warranty claims and/or alterations involving the body armor. Respondent shall disclose any and all legal or administrative actions, civil or criminal, resolved or unresolved that have occurred or have been filed in any jurisdiction(s) in the past five (5) years involving the Respondent and/or armor manufacturer or its officers or principals. Said disclosure shall be in written form and shall include a brief summary of the action(s), a list of parties, and any relevant case or control number(s).

RFP ATTACHMENT - B

PRICE SCHEDULE

RESPONDENTS MUST PROPOSE FIXED PRICES FOR THE ITEMS LISTED BELOW. OFFERS WITH PRICE RANGES WILL BE DEEMED NON-RESPONSIVE.

*Price Schedules not completed as requested may deem a proposal as non – responsive and therefore disqualified from consideration

ITEM 1	LEVEL II VEST, AS SPECIFIED IN SECTION 004 SPECIFICATIONS		
DESCRIPTION	ESTIMATED ANNUAL QUANTITY	NET UNIT PRICE (Years 1 thru 3)	EXTENDED PRICE (QUANTITY X NET UNIT PRICE)
Manufacturer Name: _____ Product No.: _____ Color : _____ Vest Warranty:_____ (# of Years) Ballistic Panel Warranty:_____ (# of Years) Measured nominal aerial weight per square foot: _____lbs.	62 EACH	\$	\$
		* Price inclusive of hard and soft plate	
ITEM 2	LEVEL IIIA VEST, AS SPECIFIED IN SECTION 004 SPECIFICATIONS		
DESCRIPTION	ESTIMATED ANNUAL QUANTITY	NET UNIT PRICE (Years 1 thru 3)	EXTENDED PRICE (QUANTITY X NET UNIT PRICE)
Manufacturer Name: _____ Product No.: _____ Color : _____ Vest Warranty:_____ (# of Years) Ballistic Panel Warranty:_____ (# of Years) Measured nominal aerial weight per square foot_____lbs.	413	\$	\$
		*Price inclusive of hard & soft plate	

RFP ATTACHMENT - B

PRICE SCHEDULE

ITEM 3	REPLACEMENT VEST COVERS, AS SPECIFIED IN SECTION 004 SPECIFICATIONS		
DESCRIPTION	ESTIMATED ANNUAL QUANTITY	NET UNIT PRICE (Years 1 thru 3)	EXTENDED PRICE (QUANTITY X NET UNIT PRICE)
Manufacturer Name: _____ Product No.: _____ Color : _____ Warranty: _____ (# of Years)	51 EACH	\$	\$
		ITEMS 1 TO 3 TOTAL	\$

SPECIFICATIONS AND STANDARDS:

Vests quoted must meet these specifications for further testing and wear requirements.

- (a) Federal Standard NIJ-STD-0101.06 dated July 2008 for Level Type II and for Level IIIA.
Yes _____ No _____
- (b) Military Specification, MIL-C-7219D, Nylon, High Tenacity Yarn, 420 Denier.
Yes _____ No _____
- (c) Military Specification, MIL-F-21840, Fastener Tapes, Hook and Pile, Synthetic.
Yes _____ No _____
- (d) Military Specification, MIL-T-43548, Thread, Cotton Polyester Core.
Yes _____ No _____
- (e) Military Specification, MIL-STD 662F. All applicable ballistic panel cloth, (e.g., Spectra, Kevlar, Twaron, or any combination) delivered and used in this product shall be V50 tested per military specification MIL-STD 662F.
Yes _____ No _____

BENCHMARK V50 PERFORMANCE TESTING:

Proposal submission includes certification documentation that supports compliance to all the terms of the specifications. Vests shall supply maximum protection against projectile penetration while reducing the resultant blunt trauma as set forth in the National Institute of Justice (NIJ) Standard 0101.06, dated July

RFP ATTACHMENT - B

PRICE SCHEDULE

2008 while maintaining a high degree of flexibility and comfort and V50 tested per military specification MIL-STD 662F.

Yes _____ No _____ on page _____

BALLISTIC REQUIREMENTS:

Proposal submission includes certification from H.P. White Laboratories indicating that the vests offered meet the protective Threat Level II and Threat Level IIIA requirements. The ballistic panels meet the National Institute of Justice Standard 0101.06, dated July 2008, for Threat Level II and Threat Level IIIA wet and dry penetration and back face signature performance.

Yes _____ No _____ on page _____.

LOT TESTING:

Proposal submission includes lot testing data conducted by H.P. White Laboratories.

Yes _____ No _____ on page _____.

ADDRESS OF BUSINESS:

Location of operation in Bexar County limits: _____

Days and Hours of Operation _____ through _____ Time: _____ AM to _____ PM
Weekends (if applicable) _____ through _____ Time: _____ AM to _____ PM

LIQUIDATED DAMAGES:

The sum of \$10.00 per vest per day for each day Vendor is late with delivery would be a reasonable compensation for such breach. Vendor hereby promises to pay, and City hereby agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach. Vendor shall pay all amounts due hereunder within 30 days of demand by City. Alternatively, City shall have the option to withhold said sum from any payment due to Vendor hereunder.

Agree _____ Disagree _____ (initial)

DELIVERY:

Delivery shall be made within _____ calendar days after receipt of order. (Deliveries shall not exceed 30 days of receipt of purchase orders.)

Minor Alternations and Miscellaneous sewing as needed, can be provided within _____ business days.

PAYMENT TERMS:

Prompt Payment Discount: _____ % _____ days. If none, Net 30 days shall apply.

RFP ATTACHMENT - C
CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at:

<http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>

Instructions for completing the Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. All respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
 - A. Names of the agency board members,
 - B. List of positions they hold as board members, and
 - C. Names and titles of officers of the organization.
3. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

RFP ATTACHMENT - D
LITIGATION DISCLOSURE FORM

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

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

Yes _____ No _____

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

Yes _____ No _____

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

Yes _____ No _____

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

RFP ATTACHMENT - E

SBEDA UTILIZATION FORM

(Posted as a separate document)

RFP ATTACHMENT F

LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM

(Posted as a separate document)

RFP ATTACHMENT G

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM IDENTIFICATION FORM

*ALL respondents must complete this form and sign.

(Posted as a separate document)

RFP ATTACHMENT H

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Print and sign your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFP 6100001234).

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the "Business entity".)

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

"Intermediary," for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person's participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

RFP ATTACHMENT I

SIGNATURE PAGE

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

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

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

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits 2 & 3.

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

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

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

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

The person submitting this proposal is authorized to submit the proposal on behalf of the Respondent.

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions

I acknowledge that this contract has been designated a "high-profile" contract. I have read and understand the provisions regarding high profile contracts that appear on the cover page of this RFP.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

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

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

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

RFP ATTACHMENT J

PROPOSAL CHECKLIST

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

Proposal Checklist	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
Respondents' General Information Questionnaire RFP Attachment A, Part 1	
Experience, Background, Qualifications RFP Attachment A, Part 2	
Proposed Quality Control Plan RFP Attachment A, Part 3	Page #: _____
Price Schedule RFP Attachment B	Page #: _____
+Contracts Disclosure Form RFP Attachment C	
Litigation Disclosure Form RFP Attachment D	
+SBEDA Subcontractor Supplier Utilization Plan-Form RFP Attachment E; and Associated Certificates, if applicable	
+Local Preference Program Identification Form RFP Attachment F	
+Veteran-Owned Small Business Preference Program Identification Form RFP Attachment G	
+Certificate of Interested Parties Form RFP Attachment H	
Respondent's Certifications	
+Respondent's Certifications	
1. Respondent's Certification of compliance with National Institute of Justice Standard 0101.06 dated July 2008	Page #: _____
2. Respondent's Benchmark V50 Testing Report	Page #: _____
3. Respondents' Lot Testing Data	Page #: _____
4. Historical Data per Section 4.2.9 herein.	Page #: _____
5. Manufacturer's Quality Control Program Data	Page #: _____
6. Warranty(s)	Page #: _____
Proof of Insurability (See RFP Exhibit 2) Insurance Provider's Letter Copy of Current Certificate of Insurance	

+Signature Page RFP Attachment I	
Proposal Checklist RFP Attachment J	
One (1) Original, eight (8) hard copies WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc (NO SBEDA, LPP, VOSB AND/OR PRICING TO BE INCLUDED) and one (1) CD of entire proposal in PDF format if submitting in hard copy. See Section 10 for detailed instructions.	

All forms that require signature must be signed prior to submittal of the proposal.

+Documents marked with an “+” on this checklist require a signature.