



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")
NO.: 6100007590

**ANNUAL CONTRACT FOR FIRE ALARM SYSTEM INSPECTION,
MAINTENANCE, TESTING, AND REPAIR SERVICES FOR BES**

Date Issued: May 17, 2016

BIDS MUST BE RECEIVED NO LATER THAN:
2:00 PM, CENTRAL TIME, July 6, 2016

Proposals may be submitted by any of the following means:

Electronic submission through the Portal

Hard copy in person or by mail

Address for hard copy responses:

Physical Address:

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

Mailing Address:

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

For Hard Copy Submissions, Mark Envelope

"ANNUAL CONTRACT FOR FIRE ALARM SYSTEM INSPECTION, MAINTENANCE, TESTING,
AND REPAIR SERVICES FOR BES"

Proposal Due Date: 2:00 p.m., Central Time, July 6, 2016

RFCSP No.: 6100007590

Respondent's Name and Address:

Proposal Bond: YES Performance Bond: YES Payment Bond: YES Other: NO

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: YES

DBE / ACDBE Requirements: NO

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

Pre-Submittal Conference: YES

The Pre-Submittal Conference will be held on May 26, 2016 at 10:00 AM CT, Riverview Towers, 11th Floor; Finance Department - Purchasing Division; Hill Country Conference Room; 111 Soledad; San Antonio, TX 78205.

Site Visits are scheduled for Friday June 10, 2016 for the following locations:

- 1. San Antonio Police Department (SAPD) Headquarters 9:00 AM CT 315 S. Santa Rosa, San Antonio TX.**
- 2. Public Safety Answering Point (PSAP 911) At 1:30 PM CT 8039 Challenger, San Antonio TX.**

Staff Contact Person: Denise Flotte, Procurement Specialist III, P.O. Box 839966, San Antonio, TX 78283-3966.

Email: denise.flotte@sanantonio.gov

SBEDA Contact Information: David Rodriguez, (210) 207-0071, David.Rodriguez3@sanantonio.gov

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PART A

Submission of Proposals.

Submission of Hard Copy Proposals. Respondent shall submit one **COMPLETE** original signed in ink, **seven (7)** 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 USB flash drive containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, **"Fire Alarm System Inspection, Maintenance, Testing, and Repair Services for BES"** 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 July 6, 2016 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: Office of the City Council
"Annual Contract for Fire Alarm Systems Inspection, Maintenance, Testing and Repair Services for BES"
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

City of San Antonio - Office of the City Clerk
Attn: Office of the City Council
"Annual Contract for Fire Alarm Systems Inspection, Maintenance, Testing and Repair Services for BES"
100 Military Plaza
1st Floor, City Hall San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

Submission of Electronic Proposals. Submit one (1) **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" white paper. 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 or electronic submission through City's portal. **ORIGINAL and/or ELECTRONIC** 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. For electronic submissions, whether through the portal or on a CD, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the 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 short-hand, 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, Part One.

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 the Finance Department shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

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

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

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

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

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

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

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

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

Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page on or before June 9, 2016. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form. The point of contact is David Rodriguez. Mr. Rodriguez may be reached by telephone at (210) 207-0071 or by e-mail at David.Rodriguez3@sanantonio.gov. *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the City Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at lisa.brice@sanantonio.gov. Respondents and/or their agents may contact Ms. Brice at any time prior to the due date for submission of proposals. Contacting her or her office regarding this RFCSP after the proposal due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

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

Pre-Submittal Conference.

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

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

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

Changes to RFCSP.

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

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

Preparation of Proposals.

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

Proposal Format. Each proposal shall be typewritten, single spaced on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder or other securely bound fashion. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed two-sided. Margins shall be no less than 1" around the perimeter of each page. Websites or URLs shall not be submitted in lieu of the printed proposal or electronic submission through City's portal. Each proposal must include the sections and attachments in the sequence listed in the RFCSP Instructions to Respondents Part B - Submission Requirements, and each section and attachment must be indexed and, for hard copy submission, divided by tabs and indexed in a Table of Contents page. For electronic submissions, whether through the portal, or on a CD, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the submission or may negatively affect scoring.

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

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

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

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

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

Description of Supplies.

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

Interlocal Participation.

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

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

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

Rejection of Proposals.

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

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

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

The proposal is conditional; or

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

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

Variances and Exceptions to Proposal Terms. In order to comply with State law, respondents must submit proposals on the same material terms and conditions. Proposals that contain material variances or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.

Changes to Proposal Form. Proposals must be submitted on the forms furnished, where forms are provided. Proposals that change the format or content of City's RFCSP will be rejected.

Withdrawal of Proposals. Proposals may be withdrawn prior to the due date for submission. Written notice of withdrawal shall be provided to the City Clerk for proposals submitted in hard copy. Proposals submitted electronically may be withdrawn electronically.

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

Evaluation and Award of Contract.

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

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

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

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

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

Inspection of Facilities/Equipment.

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

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

Prompt Payment Discount.

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

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

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

Prohibited Financial Interest.

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

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

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

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

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

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

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

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

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

If delivering by hand, deliver to:

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

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

PART B

SUBMISSION REQUIREMENTS

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

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

If submitting electronically through City's portal, scan and upload these documents with your proposal. Each of the items listed below must be uploaded as a separate attachment, labeled with the heading indicated below.

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

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

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

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

PRICING SCHEDULE. Use the Pricing Schedule that is found in this RFCSP as Attachment B.

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

<https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>.

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 RFCSP as Attachment J. 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 the SBEDA form, found in this RFCSP as Attachment C.

VETERAN-OWNED SMALL BUSINESS (VOSB) PROGRAM TRACKING FORM. Complete, sign and submit the VOSB form, found in this RFCSP as Attachment G.

CERTIFICATE OF INTERESTED PARTIES FORM. Respondent shall review information regarding Certificate of Interested Parties Form (Form 1295) provided in RFCSP Attachment H and submit Form 1295 as directed.

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234). The form 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 your completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with your response to this solicitation.

PROPOSAL BOND. Submit proposal bond in the amount of \$1,500.00. For electronic submissions, Respondent must provide the original proposal bond to the City Clerk prior to proposal due date in accordance with the instructions for submission of hard copy proposals.

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

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

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

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

ADDENDA. Sign and submit addenda, if any.

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

EVALUATION CRITERIA

City will conduct a comprehensive, fair and impartial evaluation of all submissions received in response to this RFCSP. City may appoint a selection committee to perform the evaluation. Each submission will be analyzed to determine overall responsiveness and qualifications under this RFCSP. Criteria to be evaluated will include the items listed below. In accordance with §252.042, Texas Local Government Code, the selection committee may select all, some or none of the respondents who are judged to be reasonably qualified for award of the contract for interviews. Should the City elect to conduct interviews, selection for interviews will be based on initial scoring, prior to interviewing. Interviews are not an opportunity to change a submission. If the City elects to conduct interviews, respondents may be interviewed and re-scored based upon the same criteria. City may also request information from respondents at any time prior to final approval of a selected respondent, or seek best and final offers from respondents deemed reasonably qualified for award. Final approval of a selected respondent is subject to the action of the San Antonio City Council.

Evaluation Criteria:

Experience, Background, Qualifications (40 points)

Proposed Plan (30 points)

Price (15 points)

SBE Prime Contract Program (15 Points)

Certified SBE firms 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 fifteen (15) evaluation criteria percentage points.

No evaluation criteria percentage Points will be awarded to non-SBE Prime Contractors through subcontracting to certified SBE firms.

004 - SPECIFICATIONS / SCOPE OF SERVICES

SCOPE:

The City of San Antonio is soliciting bids for a contractor to furnish and provide services of inspection, testing, maintenance and repairs of fire alarm systems including, but not limited to: testing, inspection, repair emergency call out, non-emergency call out, and major maintenance services at various city locations as specified herein.

1.0 SITE INSPECTIONS:

The Contractor is encouraged to visit each of the service locations to become familiar with the amount of labor, materials, and equipment that will be required in the performance of the work under this contract prior to placing a bid. Contractor shall carefully examine these specifications and, if necessary, secure from the City any additional information that may be a requisite to a clear and full understanding of the work. For site inspections, please contact Denise Flotte directly at 210-207-4046.

2.0 REFERENCES:

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

National Fire Protection Association (NFPA)	
NFPA 25	Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems
NFPA 70	National Electrical Code
NFPA 70B	Recommended Practice for Electrical Equipment Maintenance
NFPA 70 E	Standard for Electrical Safety in Workplace
NFPA 72	National Fire Alarm Code®
NFPA 80	Standard for Fire Doors and Fire Windows
NFPA 101	Life Safety Code
NFPA 110	Standard for Emergency and Standby Power Systems
NFPA 551	Guide for the Evaluation of Fire Risk Assessments
NFPA 720	Standards for the Installation of Carbon Monoxide Detection and Warning Equipment
American National Standards Institute (ANSI)	
ANSI S1.4a	Specification for Sound Level Meters
ANSI S3.41	American National Standard Audible Evacuation Signal
State of Texas	
Chapter 6002	Texas Insurance Code, Fire Detection and Alarm Device Installation
Manufacturer's Information	
Manufacturer's documentation	Manufacturer's O&M documentation

3.0 GENERAL REQUIREMENTS:

1. Contractor shall furnish labor, service equipment, tools, materials and supplies required to provide inspections, testing preventive and remedial maintenance and repair services of fire alarm systems, to include, but not be limited to: fire alarm control panels, primary power, secondary power (batteries), circuits and pathways, initiating devices (manual pull stations, smoke detectors, duct smoke detectors, heat detectors, gas detectors, CO detectors, water flow switches, tamper switches, etc.), notification appliances (audible, visible, or combination, etc.), charging systems, sensors, components, relays, P.C. boards, timers, control systems (door releasing devices, HVAC shutdown, fire/smoke dampers, door unlocking, elevator recall, elevator shunt trip), communication systems, lamps/LEDs/LCDs, switches, annunciating devices, trouble signals, fuses, control units, panels, ground-faults, dialers, software, speakers, accessory panels, and any other equipment that supports the alarm systems at various locations throughout the City of San Antonio as specified hereinafter.
2. All work performed by contractor shall be in strict compliance with the requirements of the National Fire Protection Association (NFPA); manufacturer's recommendations, all applicable federal, state, and local laws and regulations.

3. Contractor shall perform all work safely and follow required safety standards, to include, but not be limited to OSHA, NFPA, and Federal, State, and City codes.
4. Contractor shall perform the required repairs, maintenance services, inspections, measurements, and system testing at the designated intervals as required by NFPA and in accordance with the manufacturer's published instructions.
5. Contractor shall deliver, store, and handle all materials in a manner that will prevent damage to the system or related components.
6. It shall be Contractor's responsibility for storage of any materials and City will not be responsible for loss or damage to materials, tools, equipment, or work arising from acts of theft, vandalism, malicious mischief or other causes.
7. Contractor shall hold all proper and current licenses and bonds. In addition, the contractor is responsible for obtaining all required permits and inspections.
8. Contractor shall lay out the work using acceptable practices before starting any activities and provide to the City an estimate for approval prior to performing any work under this contract at the quoted hourly rates or payment for parts.
9. Time shall be based on actual time spent on the job site. Travel charges to the job site will NOT be allowed. Mileage and travel time to and from the job site is not reimbursable under this contract. Mileage and travel costs shall be included in the hourly rate quoted.
10. Contractor is to provide services under this contract only after Contractor receives a complete City Purchase Order number.
11. For additional services and parts, contractors is to provide a written cost estimate, to the designated Building & Equipment Services Department representative before any work is performed and obtain written approval. Before ordering any parts or materials, Contractor shall verify all required replacement parts and shall be responsible for correctness of the same. No exchange or compensation shall be allowed for incorrect parts.
12. Contractor shall be aware that work performed and materials and parts supplied under this contract will be intensely monitored by City staff. Parts, maintenance procedures and workmanship will be those as recommended by the manufacturer of the equipment, and professional trade standards.
13. Contractor shall confine their operations and work force to space allowed by law and as allotted by the City of San Antonio. Contractor at their expense shall protect and be responsible for any damage to adjacent buildings, property, etc.
14. Inspection and service reports must be furnished by the Contractor to the City's Designated Departmental Representatives (CDDR) or building representative for a signature verifying services or repairs were performed and checked by them. Such signature, however, shall not relieve the Contractor from any repairs that were performed incorrectly. Contractor shall provide a copy of this report to the Building & Equipment Services Department representative.
15. Contractor is only to park in designated parking spaces whenever performing services for the City. Contractor shall park vehicle and equipment legally and pay all associated costs for parking, if applicable. The City will not be responsible for any citations, violations, or fines, incurred by the Contractor.
16. Contractor shall provide all necessary safety barriers at the job site(s) during the execution of work to alert building occupants of potential hazards.
17. Contractor shall keep the worksite clean and free of rubbish. Remove all debris after services are completed. No debris is to be dumped and left about the building or surrounding areas
18. Contractor shall properly dispose of all debris, old materials, and trash resulting from the specified work in an approved landfill. Contractor shall be responsible for the disposal of all waste or hazardous materials resulting from the work. Handling and transporting of waste or hazardous materials shall be done in accordance with safety and environmental regulations. Contractor shall meet all Federal, State, and Local regulations for the disposal of the waste.

19. Only licensed technicians or technician trainees under the direct on-site supervision of a licensed technician shall be allowed to perform services for the City. Contractor's staff shall meet and follow all City of San Antonio security standards and must obtain an identification badge from the Security Office prior to performing any work. Contractor personnel shall follow all required security standards and procedures to gain access to the facilities.
20. Contractor shall be responsible for the conduct and performance of Contractor's employees, including any subcontractors. Contractor's personnel must be properly uniformed and shall display a valid ID identifying the employee and their company at all times.
21. Contractor is responsible for the cost of City provided criminal background checks for facilities with access to Criminal Justice Information Services (CJIS). Persons with any of the criminal histories shown on Attachment M are not allowed unescorted access to CJIS Facilities. Since City staff have their own responsibilities, Contractor's employees providing services to CJIS facilities must pass this criminal background check to provide services in these facilities.
22. Security Addendum for Criminal Justice Information Services (CJIS). Contractor will be required to provide services to City departments that perform criminal justice services. Criminal Justice Agencies, such as the San Antonio Police Department, are required to comply with the security requirements managed by the Federal Bureau of Investigations (FBI) and state agencies, such as the Texas Department of Public Safety. The federal Criminal Justice Information Services Security Policy (Policy) applies to every individual, contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity with access to, or who operate in support of, criminal justice services and information. Agency shall comply with the Policy and shall execute the CJIS Security Addendum attached to this agreement. Contractor's employees or agents who are subject to the Policy will be required to sign a Contractor Employee Certification and be finger printed. All costs associated with compliance with the CJIS Policy shall be borne by Contractor.
23. Contractor shall provide a company contact and phone number for all inquiries from the City if awarded this contract.
24. Quoted prices shall reflect all associated costs, including materials and labor hours, for inspection and maintenance services.
25. Contractor shall be responsible for all long distance phone charges that may result from communication between Contractor's central monitoring station and City facilities.
26. The forfeiture of any required license or certification during the term of this contract shall be cause for immediate cancellation of this contract.
27. The fire alarm systems shall be serviced while the facilities are occupied; therefore, the Contractor shall provide the services in a manner which does not impact or interfere with the building occupant's daily responsibilities.

4.0 SUBMITALS

1. Contractor shall provide inspection, testing, and service reports in writing to CDDR within three (3) calendar days after the completion of each inspection or service.
2. Contractor shall provide the CDDR with an itemized written cost estimate for system repairs within 5 calendar days after requested by CDDR. Refer to City's repair options for major repairs below.
3. Contractor shall provide notification of impairment on any fire alarm system in writing before the end of the day.
4. Contractor shall provide written test plans prior to conducting any system testing.
5. Contractor shall provide a written list of yellow and red tagged systems within three (3) calendar days after the completion of each inspection or service.

5.0 WARRANTY

1. **PERFORMANCE WARRANTY:** Work performed under this contract shall meet all applicable standards and codes. Contractor shall guarantee all work against any defects in workmanship, and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of 1 year after final acceptance by the City.

2. **MATERIAL WARRANTY:** Materials provided shall be in current production, as offered to commercial trade, and shall be of quality material. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MATERIALS ARE NOT ACCEPTABLE. Materials shall be warranted against material defects and defects in workmanship for a period of not less than 1 year and shall cover 100 percent parts, labor and shipping. The warranty period shall commence upon date of final acceptance by the City. If the manufacturer's standard warranty period exceeds one year, then the warranty period hereunder shall be the length of the manufacturer's warranty. Contractor shall be ultimately responsible for the warranty. Contractor shall provide the Facilities Management or designee with all manufacturers' warranty documents upon completion of service prior to leaving the job site.
3. All work performed by Contractor under the terms of this contract shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Contractor, which is not satisfactory to Director. City shall have the right to terminate this Contract, should Contractor's work not be satisfactory to Director; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.
4. **UNSATISFACTORY PERFORMANCE:** Unsatisfactory performance may result in a negative vendor performance report or cancellation of the purchase order or both. The City may consider the following performance by the vendor as unsatisfactory performance. An unsatisfactory performance determination includes, but is not limited to:
 1. One service "call back" to correct the same problem within 30 consecutive days.
 2. One instance within one year of vendor personnel assigned to an authorized service call not having the skill or knowledge to diagnose the problem or perform the repair or both.
 3. Two instances within one year of response time, as defined in this specification, to an authorized service call exceeding the limit as specified in Section Type of Services Paragraphs 1 and 2.

6.0 PROOF OF LICENSING AND CAPABILITY:

1. The Contractor shall submit proof of their license, insurance, and commercial experience for technicians and helpers with their bid response. Licenses include, but are not limited to:
 - a. Alarm Certificate of Registration (ACR) – Issued by the State Fire Marshal's Office.
 - b. Fire Alarm Planning Superintendent – Issued by the State Fire Marshal's Office.
 - c. Fire Alarm Technician(s) or skilled service staff– Issued by the State Fire Marshal's Office.
2. The service personnel shall have level III certification from the National Institute for Certification in Engineering Technologies.
3. Contractor shall provide a full time supervisor and properly certified, trained, and skilled service technicians to perform the work required herein. The certified, trained, and skilled service technicians shall have a minimum of five (5) years experience with the respective alarm systems and supporting equipment as required by the manufacturer. In addition to the minimum number of years of experience, Contractor's supervisor and service technicians must meet the required certification and qualification requirements listed in NFPA standards to include but not be limited to: NFPA 25, NFPA 72, NFPA 720, and other applicable standards.
4. To be qualified, contractor must be able to service all proprietary systems, through employees or subcontractors that are certified by the manufacturers of the proprietary systems to work on them.
5. Contractor must submit, for evaluation purposes, a list of service contracts comparable in size and scope of preventive and remedial maintenance, inspection and repair maintenance reports within the last 12 months. Contractor must list other names under which the organization has performed business within the last three years.
6. Contractor shall furnish evidence their firm of satisfactory inspection and maintenance of fire alarm systems of the brand/type and manufacturer to the degree included in these specifications.

7. Service personnel should be capable of performing the following:
 - a. Demonstrate a thorough understanding of the requirements contained in NFPA 72, *National Fire Alarm and Signaling Code*, and the electrical requirements contained in NFPA 70, *National Electrical Code*.
 - b. Demonstrate a thorough understanding of the basic job site safety laws and requirements.
 - c. Apply accurate troubleshooting techniques, and consistently determine and resolve the deficiency contributing to trouble / alarm conditions on the system.
 - d. Demonstrate a thorough understanding of equipment specific requirements such as programming, application, and interconnectivity of system components.
 - e. Reading and interpreting fire alarm system design documentation and manufacturer's inspection, testing, and maintenance recommendations guidelines.
 - f. Properly using tools and test equipment required for testing and performing maintenance of fire alarm systems and their components.
 - g. Properly applying the test methods required by NFPA 72, National Fire Alarm and Signaling Code.
 - h. Demonstrate a thorough understanding of the equipment selection, placement, and installation requirements of the Codes and manufacture's published documentation.
8. Service personnel shall be qualified and experienced in the specific arrangement and operation of a suppression system(s) and a releasing function(s) and shall be cognizant of the hazards associated with inadvertent system discharge.
9. The Contractor shall provide information on continuing education at the City's request.

7.0 SPECIFIC SERVICE REQUIREMENTS

DELIVERY OF SERVICES:

1. Inspection, maintenance, and non-emergency repairs of fire alarms shall be conducted during normal business hours (Monday through Friday 8:00 a.m. to 5:00 p.m.).
2. Testing of annunciating devices must be performed before or after normal business hours and/or on Saturdays/Sundays. Service and testing shall be coordinated with the respective Facilities representative or designee to ensure building access and the least amount of disruption to the building occupants at all locations. Overtime rates shall not apply to testing of annunciating devices.
3. Overtime rates may be charged for work performed Monday through Friday 5:01 p.m. to 7:59 a.m., all day on weekends and City recognized holidays, unless otherwise specified herein.
4. Municipal Plaza Building: Any work that will cause a disruption during City Council and other public meetings shall be rescheduled. These meetings are typically held on Wednesdays (beginning at 2:00 PM and lasting the remainder of the day) and Thursdays (beginning at 9:00 AM and lasting until 2:00 PM or later) in the City Council chambers and in meeting rooms B and C. Arrangements shall be made with the CDDR or designated representative prior to scheduling any work at the Municipal Plaza Building.
5. International Center, City Hall, Frank Wing Building, Public Safety Headquarters, and the Cliff Morton Development Business Center (One Stop): All work shall be performed after normal business hours and on weekends due to the lack of equipment redundancy. Overtime rates will apply. Arrangements shall be made with the CDDR prior to scheduling any work at these locations.
6. Contractor shall perform all necessary labor on the existing equipment to replace parts and components that fail during the annual testing and inspection of the systems. Once a part has failed, and it must be replaced, the Contractor must notify in writing and seek approval from CDDR, a Facilities representative and/or designee prior to the performing of the replacement work.

7. Non-maintenance scheduled parts that are required to replace worn out, faulty, or broken parts and are required to maintain proper operation shall be provided at the contractor's cost, plus a nominal fixed percentage up charge. Contractor's percentage up-charge shall be listed on the price schedule. The cost of parts needed to complete scheduled maintenance are included in Contractor's fee for inspection, testing and maintenance.
8. Contractor shall provide copies of receipts for parts and supplies to the CDRR with the service invoice.
9. The services (emergency, non-emergency, inspection, testing, maintenance and major repair) shall be available on a 24-hour, 7 day per week basis, including holidays.
10. Contractor shall identify and document alarm system malfunctions. All system malfunctions shall be reported to the CDDR or designated representative within one calendar day.
11. Contractor shall review performance data and maintenance records to determine adequacy of maintenance.
12. Contractor shall test and calibrate repaired items.
13. Contractor shall inspect and replace malfunctioning components, gauges and meters. The CDDR or designated representative must provide authorization and acceptance of estimates for replacements before proceeding.
14. Contractor shall remove, repair, and replace defective fire alarm components that have been installed by Contractor as required by the warranty section. This shall be at Contractor's sole expense.
15. Contractor shall use precision test equipment to troubleshoot malfunctions, and inspect parts for excessive wear and/or other conditions.
16. Contractor shall perform higher frequency services at the same time as services required for lower frequency.
17. If a deficiency is not corrected at the conclusion of the system inspection, testing, and maintenance services, the CDDR or designated representative shall be informed of the impairment in writing within 24 hours. The service report that identifies the deficiency shall note the required repairs, placement of the inspection tag, and define the system's current condition. Contractor shall provide a service report when the deficiency is corrected, which shall note the repairs, removal of the tag, and define the system's current condition.
18. The Building and Equipment Services designated representative is responsible for providing advance notification of testing, inspections, and maintenance of the fire alarm system to the building occupants. Contractor shall coordinate all inspections, testing, and maintenance of the fire alarm systems with the Building and Equipment Services designated representative PRIOR to performing any work. **A CDDR will be required to escort and remain with the Contractor throughout the duration of the work being completed.**
19. Once testing is concluded, Contractor shall immediately notify the Building and Equipment Services designated representative. The Building and Equipment Services designated representative is responsible for providing the notification to the building occupants and others previously notified.
20. Contractor shall secure the suppression system. Suppression systems shall be secured from inadvertent actuation, including disconnection of releasing solenoids or electric actuators, closing of valves, other actions, or combinations thereof, for the specific system, for the duration of the fire alarm system testing.
21. Testing shall include verification that the releasing circuits and components energized or actuated by the fire alarm system are electrically monitored for integrity and function as intended.
22. Contractor shall return the suppression system to normal operation after testing. Suppression systems and releasing components shall be returned to their functional operating condition upon completion of system testing.
23. Contractor shall perform reacceptance testing to verify the proper operation of added or replaced devices, appliances, and emergency control function devices, control equipment, and so forth.
24. Contractor shall notify the CDDR, Facility representative and/or designee of any condition that impairs the continued safe use of the equipment covered under the scope of this contract, including, but not limited to: conditions which may cause injury; conditions which may cause damage to the equipment; conditions which may be hazardous; and conditions that require the system to be replaced (i.e. manufacturer's notices for re-call etc.)
25. The Contractor shall coordinate the observation of the fire alarm panel control system with the awarded fire alarm sprinkler vendor during testing and insure that a certified technician is onsite.

TYPE OF SERVICES

1.0 Emergency Services

1. The Contractor shall verbally respond to all requests for emergency services regarding a malfunctioning alarm system, including the supporting equipment, within 30 minutes, and be onsite to perform repairs within 2 hours after being contacted. A minimum of 1 qualified technician shall respond on site after receipt of the initial notification request from an authorized CDDR, or designee. The CDDR will notify Contractor if a call constitutes an emergency situation. Contractor shall contact the reporting CDDR upon arrival at the job site. Emergency work shall be performed during normal working hours whenever possible; however, services shall be performed on 24 hour, 7 days a week basis if deemed necessary by the CDDR. The question of whether a situation constitutes an emergency, is within the sole discretion of the CDDR.
2. Contractor must call back to confirm receipt of emergency notifications within 30 minutes of the initial call.

2.0 Non-Emergency Services

1. Contractor shall verbally respond to requests for non-emergency services regarding any alarm system, including the supporting equipment, within 1 hour and be onsite to perform repairs within 4 hours after being contacted. A minimum of 1 qualified technician shall respond on site after receipt of the initial notification request from an authorized CDDR, or designee. The CDDR will notify Contractor if a call constitutes a non-emergency situation. Contractor shall contact the reporting CDDR upon arrival at the job site. Non-Emergency work shall be performed during normal working hours (8:00 am till 5:00 pm M – F), with the exception of the International Center and the Cliff Morton Development Business Center.
2. Contractor must call back to confirm receipt of non-emergency notifications within one (1) hour of the initial call.

3.0 Fire Alarm System Inspections, testing, and minor maintenance services.

1. Perform fire alarm inspections, testing, and minor maintenance in accordance with NFPA 72 and as specified herein.
2. Maintenance Services include, but are not limited to, preventive and remedial maintenance, inspections, testing, and minor repairs.
3. Fire alarm system testing, inspections, maintenance and minor repairs shall include, but not be limited to:
 - a. The following requirements are illustrative only and are not to be construed as comprising the entire requirements. The most current, published National Fire Protection Association (NFPA) 72: *National Fire Alarm and Signaling Code* and NFPA 101: *Life Safety Guide* for buildings shall be the governing directives and shall be complied with as a minimum standard:
 - 1) Test 100% of all fire alarm system devices to ensure proper operation. Test visual and audible indicating devices for proper operation, voice clarity, and decibel level. Complete functional testing must be performed on all of the devices and circuits under all conditions (alarm, supervisory, open, test, ground, secondary power, etc.) and documented. All mechanically connected systems that provide a trouble signal (a fault in a monitored circuit or component), supervisory signal, fire alarm or trouble input to the fire systems, shall be tested electronically via the fire alarm control panel.
 - 2) Sensitivity Testing: Sensitivity of smoke detectors and single and multiple-station smoke alarms shall be tested in accordance with the most current, published NFPA 72 and NFPA 101 guidelines. All facilities shall receive sensitivity testing during the first test/inspection of this contract and every alternate year thereafter.
 - 3) Door interlocking devices: Any system intended to activate the locking or unlocking of exit doors shall be connected to the fire alarm system serving the protected premises. All exit doors that are interconnected shall unlock upon receipt of any fire alarm signal by means of the fire alarm system serving the protected premises. All exit doors connected to the fire alarm system shall unlock upon loss of the primary power to the fire alarm system serving the protected premises. The secondary power supply shall not be utilized to maintain these doors in the locked condition.
 - 4) HVAC Systems: The fire alarm system serving the protected premises includes all detection devices used to initiate the operation of HVAC systems smoke dampers, fire dampers, fan control, smoke doors, fire doors and duct detectors shall be monitored for integrity. All connections between fire alarm systems and the

HVAC system shall operate and be monitored in accordance with applicable NFPA standards. Contractor shall test and ensure that all HVAC systems simultaneously shut down in the event of an alarm condition.

- 5) Elevator shutdown: Contractor shall test and ensure that fire fighters' service recall is connected to the building fire alarm system and is operating properly. Contractor shall test and ensure that all initiating devices and control circuits to shut down elevator power are working properly.
- 6) Contractor shall simulate inputs and test the indicators.
- 7) Contractor shall disassemble all open area smoke and duct detectors and clean them via the manufacturer's published instructions
- 8) After cleaning, detectors shall again have their sensitivity measured and recorded for the service records. Test and record in place. Calibrated sensitivity testing must be within 0.25% of listed range.
- 9) If any smoke detectors are replaced, they shall have their sensitivity measured and recorded for future service records.
- 10) If an item is not repairable, the Facilities representative or designee shall be immediately notified regarding replacement options.
- 11) If Once the repair or replacement is performed, re-test and verify operation of the required device.
- 12) All fire alarm cabinets and remote battery cabinets shall be cleaned (free of dust and debris) on the interior and exterior surfaces during every inspection. All debris shall be removed in accordance with the Underwriters Laboratories (UL) requirements, and nothing shall be stored in these cabinets.
- 13) Provide trained and authorized service personnel for testing and repair services. A minimum of two (2) contractor representatives (service technicians) shall be present during all scheduled testing periods.
- 14) All fire alarm panels shall have a battery current reading performed to determine if the existing batteries are adequately charged to support the system as per the requirements of NFPA 72. Contractor shall check the battery(ies) for signs of corrosion and also check the expiration date. The Contractor shall replace the battery(ies) if the expiration date exceeds one year. The Contractor shall have extra batteries available during the inspection, testing, and servicing of the system.
- 15) Ground faults: Verify that all conductors and components test free of ground faults.
- 16) Short circuits: Verify that all power conductors, other than those intentionally connected, are tested for conductor-to-conductor isolation, and conductor -to- ground isolation.
- 17) Supervisory devices: Ensure alarm signal is distinct from trouble signal.
- 18) Remote indicators: Verify all fire alarm control panel status changes transfer to remote panels.
- 19) Indicating Appliances:
 - i. Initiate audible alarm
 - ii. Record DBS levels reading at five (5) feet above floor level in occupied and unoccupied areas.
 - iii. Initiate general audible alarm. Induce "open" at initiating circuit interface for trouble condition. Induce ground fault at initiating circuit interface for ground fault condition.
- 20) Fire Alarm Control Panel:
 - i. Ensure that lamps and light emitting diodes illuminate.
 - ii. Verify fuse rating. Remove fuse to induce "trouble" condition.
 - iii. Primary power: Interrupt primary power supplies (batteries, etc.) to induce "trouble" condition.
 - iv. Secondary power: Interrupt primary power supplies (circuit breakers, etc.) to induce "trouble" condition.
 - v. Trouble silencing switch: Induce "trouble" condition and verify audible trouble signals.

- vi. Zone-disconnect switch: Activate each separately and verify that a “trouble” signal is activated.
 - vii. Alarm silencing switch: Verify that the audible signal transfers to a visual indicator.
 - viii. Supervisory signal silencing switch: Verify an audible signal is initiated which is visually and/or audibly distinct from a trouble signal.
4. Testing, inspection and maintenance shall be performed on annual basis.
 5. All labor and materials for repairs will be billed according to hourly rates and parts mark ups shown on the Price Schedule. If Contractor fails to respond within times established in section 12.B.1 and 12.B.2, the City reserves the right to purchase the right to purchase materials and seek outside services as needed, and charge Contractor the difference in cost.

4.0 Major Repair Services

1. Major repairs require CDDR written approval before initiating work. Contractor shall inform the CDDR of needed repairs.
2. Major repairs shall constitute any repairs exceeding \$3,000.00 in cost and may be bid separately from this contract.
3. The Contractor shall commence major repairs within 2 calendar days after receiving the purchase order.
4. All labor and materials for repairs will be billed according to hourly rates and parts mark ups shown on the Price Schedule. If Contractor fails to respond within times established in Type of Services 1.0 and 2.0 the City reserves the right to purchase the right to purchase materials and seek outside services as needed, and charge Contractor the difference in cost.

A. INSPECTION, TESTING, AND SERVICE REPORTS:

1. All testing shall be in accordance with current NFPA, State, Federal and local codes. Reports of every test shall be submitted to the CDDR as required by the Submittal Section.
2. A certificate of compliance must be completed and provided to CDDR each time a fire alarm system is installed, serviced, tested, repaired, altered or inspected.
3. Each time a system is inspected, tested, serviced, repaired, altered or installed, a fire alarm service tag must be affixed to the fire alarm control panel and an entry must be made in the system log. The tag and service report shall indicate if the Red or Yellow label (dated) was corrected and the type of service that was performed.
4. Contractor shall furnish a legible report at each service call to an authorized designated department representative for signature verifying the service was performed and checked by the designated department representative. Contractor shall provide a clear and legible copy of their work order showing all work performed, indicating the date and time of arrival and departure at each facility, name of person contacted at each facility, name of technician performing the work, and copies of material costs. The report shall indicate the status of the system before and after completing the services. Work orders shall have a statement signed by Contractor's technician and CDDR, a Facilities representative or designee acknowledging work was performed. Copies of the same work order shall be attached to the invoices submitted for payment. Contractor shall contact CDDR, a Facilities representative and/or designee upon arrival and completion of work.
5. Contractor shall provide a comprehensive written report based on each fire alarm system after inspection and testing occurs. The report shall include, but not be limited to, the following information: work order number, customer name and address, equipment location in the facility, type of inspection and/or testing performed, equipment manufacturer (brand and type), serial number, model, the performed task, equipment information, date and time for start and completion of tasks, the total labor hours, condition of the system at arrival, notes, comments, recommendations, work order status, frequency schedule, readings, trouble alarms, malfunctions, batteries (condition and date of expiration), batteries charge condition, test and inspection results (pass or fail) for devices, appliances, emergency control function devices, control equipment, and so forth. In addition, Contractor shall furnish recommended changes to correct malfunctioning equipment or improve operating procedures. In addition, the report shall include a list of existing devices, appliances, emergency control function devices, control equipment, and so forth. As a minimum, the

report shall include the information presented in NFPA 72. A floor plan shall be included with the first report with the location of the devices.

6. Contractor shall provide test plans that comply with NFPA requirements for the semi-annual and annual inspection and testing of the system for each location.

B. CHANGES IN EQUIPMENT: Should any equipment be taken out of service during the term of this contract, Contractor shall reduce the semi-annual charge for inspections accordingly. Should the City replace equipment with comparable equipment the semiannual inspections cost shall be the same as the comparable replacement equipment.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract. This contract shall begin upon the date specified in the award letter, if it does not exceed \$50,000. This contract shall terminate on September 30, 2019.

Renewals.

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

Temporary Short Term Extensions.

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

Temporary Contract Pending Award of Contract by City Council

Occasionally, the City has a need for goods or services prior to the date set for the San Antonio City Council to consider a contract for award. If such a situation arises with regard to this solicitation, and if the City intends to recommend Vendor's bid to the City Council for award of a contract, City may require Vendor to provide goods or services prior to the date set for City Council to consider the bid for award of a contract. City shall provide Vendor advance written notice if such occasion arises

In such event, City's written notice shall constitute acceptance of Vendor's bid and shall result in a temporary contract to provide goods and/or services until City Council considers and awards the contract contemplated in this solicitation. The total expenditure under the temporary contract shall not exceed \$50,000. The temporary contract shall begin on the date set forth in City's written notice and shall terminate when the total expenditure reaches \$50,000, or upon subsequent written notice from City, whichever shall occur sooner. Should the City Council authorize award of a contract to Vendor pursuant to this solicitation, said award shall automatically terminate the temporary contract upon the effective date of the newly awarded contract.

During the term of the temporary contract, all goods or services shall be provided in accordance with the terms and conditions contained in this solicitation, with the exception of the Original Contract Term, which is modified as indicated above for the temporary contract.

Acceptance of Vendor's bid for the purposes of award of a temporary contract does not constitute award of the full contract with the Original Contract Term. Such a contract may only be awarded by the San Antonio City Council by passage of an ordinance. Neither does award of a temporary contract obligate City to recommend Vendor's bid for award to the City Council, or guarantee that the City Council will award the contract to Vendor.

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

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

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

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

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

Insurance.

A) Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department - Purchasing Division, which shall be clearly labeled "ANNUAL CONTRACT FOR FIRE ALARM SYSTEM INSPECTION, MAINTENANCE, TESTING, AND REPAIR SERVICES FOR BES" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department - Purchasing Division. 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 Vendor's financial integrity is of interest to the City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by the City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Vendor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

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

D) Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Vendor herein, and provide a certificate of insurance and endorsement that names the Vendor and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Vendor. 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. Vendor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Vendor shall pay any costs incurred resulting from provision of said documents.

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

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

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

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

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

J) It is agreed that Vendor'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) Vendor and any Subcontractors are responsible for all damage to their own equipment and/or property.

Proposal Bonds.

Respondent must submit a proposal bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of \$1,500.00. The Proposal Bond shall be valid for 120 days following the deadline for submission of bids. The Proposal Bond must be accompanied by an original signed and notarized Power-of-Authority bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Respondent is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any bids received without a Proposal Bond will be disqualified.

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

Performance Bond.

Contractor shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the amount of \$25,000.00. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's

default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract. Any repairs exceeding the bond's value must be approved separately, and Contractor must supply a supplemental performance bond, meeting the same requirements herein, to cover the incremental increase between this bond's value and the cost of the repair.

Payment Bond.

Contractor shall provide a payment bond as security for all persons supplying labor and material in the performance of this contract. Said bond shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the amount of \$25,000.00. Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253 and the Texas Property Code, chapter 53. This bond must be executed and delivered to City prior to commencement of work under this contract. Any repairs exceeding the bond's value must be approved separately, and Contractor must supply a supplemental performance bond, meeting the same requirements herein, to cover the incremental increase between this bond's value and the cost of the repair.

Prevailing Wage Rates.

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

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

Workers' Compensation.

Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

- Attachment A – Respondent Questionnaire
- Attachment B – Price Schedule
- Attachment C – Small Business Economic Development Advocacy Program Utilization Plan
- Attachment D – Small Business Economic Development Advocacy Program Language
- Attachment E – Non-Discrimination Language
- Attachment F – Veteran-Owned Small Business Preference Program (VOSBPP)
- Attachment G – Veteran-Owned Small Business Preference Program (VOSPP) Tracking Form
- Attachment H – Certificate of Interested Parties (Form 1295)
- Attachment I – Contract Disclosure Form
- Attachment J – Litigation Disclosure Form
- Attachment K – Prevailing Wages
- Attachment L - Proposal Checklist
- Attachment M – Criminal Background Check Disqualifiers
- Attachment N - CJIS Security Addendum
- Attachment O – Building Locations and Panel Count

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

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

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

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

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

Invoicing and Payment.

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

Information Required On Invoice.

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

extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

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

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

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

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

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

Change Orders. In order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished may be approved by the Director, provided that such change orders:

- are made in writing, signed by the Director;
- do not involve an increase or decrease in contract price of more than \$25,000; and
- sufficient funds have already been allocated by City or are available to the Director to cover any increase in contract price.

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

CONTRACTOR 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 CONTRACTOR' activities under this Agreement, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, contractor or subcontractor of CONTRACTOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR 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.

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

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

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

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

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to the City at their respective offices, at all reasonable times and as often as City may deem

necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

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

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

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

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

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

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with the City's Commercial Nondiscrimination Policy, as described under Section IILC.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

Non-Discrimination. As a party to this contract, Vendor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version together with its authorizing ordinance and its price schedule(s), attachments, purchase orders, and exhibits, if any, and Contractor's proposal, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. City's solicitation documents shall control over Contractor's proposal in the event of a conflict. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Change Order provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

007 - SIGNATURE PAGE

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

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

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

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

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

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

Respondent Information

Please Print or Type

Vendor ID No. _____

Signer's Name _____

Name of Business _____

Street Address _____

City, State, Zip Code _____

Email Address _____

Telephone No. _____

Fax No. _____

City's Solicitation No. _____

Signature of Person Authorized to Sign Proposal

008 - STANDARD DEFINITION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RFCSP ATTACHMENT A, PART ONE

GENERAL INFORMATION

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

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

Respondent Name: _____

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

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

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____

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

DUNS NUMBER: _____

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

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

☐ Partnership

☐ Corporation If checked, check one: ☐ For-Profit ☐ Nonprofit

Also, check one: ☐ Domestic ☐ Foreign

☐ Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

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

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

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

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

List Related Companies:

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ____ No ____

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

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

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

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

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

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

Years _____ Months _____

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

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

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

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

Years _____ Months _____

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

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

Yes ____ No ____ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

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

Yes ____ No ____ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

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

Yes ____ No ____ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

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

11. Previous Contracts:

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

Yes ____ No ____ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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

Yes ____ No ____ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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

Yes ____ No ____ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

REFERENCES

Provide a minimum of three (3) references for which Respondent performed fire alarm systems inspection, maintenance, testing and repair services similar to the size and scope of this RFSCP. For the references provided, work must have been performed within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and **be willing to respond to questions** regarding the type, level, and quality of service provided. Do not use City contracts as references.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

RFCSP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

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

1. Describe Respondent's experience relevant to the Preferred Qualifications for fire alarm system work requested by this RFCSP to include the following:
 - a. List and describe relevant contracts or projects performed over the past three (3) years.
 - b. Indicate the number of years Respondent has provided fire alarm system work as defined in this RFCSP.
 - c. Indicate the number of labor disputes within the past three (3) years in which the Respondent's involvement resulted in a work stoppage or reduction in service level. Provide explanation detailing the circumstances for each dispute, location, and outcome.
 - d. Contractor is to provide a copy of a valid Fire Alarm System License issued by the Texas -State Fire Marshal's Office, and confirmation of registration with the City of San Antonio, through its Development Services Department for each staff member which will be dedicated to this contract. Other copies of licenses/certifications requested:
 1. Alarm Certificate of Registration (ACR)
 2. Fire Alarm Planning Superintendent
 3. Fire Alarm Technician(s) or skilled service staff
 4. Level III certification from the National Institute for Certification in Engineering Technologies
2. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe relevant projects of similar size and scope performed at high visibility or similar 24/7 facilities over the past four (4) years. Identify associated results or impacts of the project/work performed. Indicate challenges and how they were met.
3. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
4. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project. Describe the experience and skill levels of your employees who would be providing the services if you are awarded this contract, including license levels, years of experience, and specific projects completed.
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.
 - a. Indicate whether Respondent's proposed subcontractors or Joint Venture team members have ever been terminated from a contractor prior to project completion within the past four (4) years. If yes, provide the firm name and a brief explanation.
 - b. Indicate whether Respondent's proposed subcontractor(s) or Joint Venture team members have ever failed to receive an agreement extension or award for eligible phase work within the past four (4) years. If yes, provide the firm name and a brief explanation.
6. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

RFCSP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items.

1. **Staffing Plan** – Describe Respondent's Staffing Plan on providing fire alarm systems maintenance services; include a job description for each position that is included in the Staffing Plan. Indicate which, if any, positions, Respondent is planning to fill with current, experienced qualified local service employees to perform work. Include work hours and number of employees scheduled during the work hours, organizational chart and problem resolution with staff scheduling.

Staffing plan shall include a statement to the effect that contractor has available under their employment and supervision and potential subcontractors the necessary organization and facilities, located within the City of San Antonio, to properly fulfill all the services and conditions required under these specifications, and the personnel trained and certified in the maintenance of this type of equipment shall be employed under this agreement.
2. **Management Plan** – Describe how Contractor will provide consistently reliable service. Include the following:
 - a. Process for receiving and responding to requests to include both emergency and non-emergency notifications.
 - b. Include plan for providing "priority" fire alarm systems maintenance repair services to the City.
 - c. Include plan to successfully meet response times for emergency and non-emergency calls.
 - d. Provide Respondent's procedure for notifying the City regarding project delays.
 - e. Describe proposed procedures for notifying the City of potential change orders.
3. **Identification Plan** – Describe Respondent's plan for ensuring that vehicles and uniforms clearly identify company name as well as plan for meeting employee ID badge requirements.
4. **Safety Plan** – Describe Respondent's safety plan. Said plan must address all aspects of the Respondent's safety procedures including responsibility for OSHA compliance, drug testing, trend analysis, corrective action and interface with City inspectors.
5. **Quality Assurance/Quality Control (QA/QC) Plan** – Describe Respondent's 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. Include a copy of Respondent's Standard Operating Procedures (SOP). Vendor is to document and present with their bid response their continuing education plan for their service personnel.
6. **Training Plan** – Describe training and instruction programs that Respondent will provide to its employees working on this project. Describe how Respondent and individuals assigned will meet the requirements.
7. **Communication Plan** – Describe contract administration/communication procedures. Discuss lines of communications and interaction with City staff and others.
8. **Customer Service Plan** – Describe Respondent's plan/procedure for handling deficiencies and customer complaints.

9. **Logistic Plans** – Describe Respondent's plan for storing common use and high cost critical alarm components.
10. **Scheduling Plan** – Describe Respondent's sample schedule for all locations inspections.
11. **Previous Projects** – Describe at least three of the Respondent's similar projects and the outcomes. Provide as sample of preventive and remedial maintenance, inspection, testing and repair maintenance reports. Contractor is to provide information on how they have satisfactorily inspected and maintained fire alarm systems of the brand/type and manufacturer to the degree included in the specifications. Contractor is to provide with bid's response, a list of service contracts within the last 12 months and/ or current contracts.
12. **Additional Information** – Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

ATTACHMENT B

PRICE SCHEDULE

Bidder must provide pricing for all line items. Failure to provide pricing for all line items may cause bidder to be deemed Non-Responsive.

Item	Building Location	Estimated Annual Quantity (A)	Cost per Each (B)
A	Pricing Includes Inspection, Testing, and Maintenance		
1	Animal Care Services		
	4710 State Hwy 151		
	Semi-Annual Inspection	1	
	Annual Inspection	1	
2	BESD Administration Office		
	329 S. Frio St		
	Semi-Annual Inspection	1	
	Annual Inspection	1	
3	City Hall		
	100 Military Plaza		
	Semi-Annual Inspection	1	
	Annual Inspection	1	
4	Cliff Morton Development Business Service Center (one stop)		
	1901 S. Alamo		
	Semi-Annual Inspection	1	
	Annual Inspection	1	
5	Emergency Operations Center @ Brooks City Base		
	8130 Inner Circle		
	Semi-Annual Inspection	1	
	Annual Inspection	1	
6	Fire Training Academy		
	300 S. Callaghan		
	Semi-Annual Inspection	1	
	Annual Inspection	1	

ATTACHMENT B

PRICE SCHEDULE

Bidder must provide pricing for all line items. Failure to provide pricing for all line items may cause bidder to be deemed Non-Responsive.

Item	Building Location	Estimated Annual Quantity (A)	Cost per Each (B)
A	Pricing Includes Inspection, Testing, and Maintenance		
7	Frank Wing Building Municipal Courts		
	401 S. Frio		
	Semi-Annual Inspection	1	
	Annual Inspection	1	
8	International Center		
	203 S. St. Mary's St		
	Semi-Annual Inspection	1	
	Annual Inspection	1	
9	Municipal Plaza Building		
	114 W Commerce		
	Semi-Annual Inspection	1	
	Annual Inspection	1	
10	NE Service Center Admin Building		
	10303 Tool Yard		
	Semi-Annual Inspection	1	
	Annual Inspection	1	
11	NE Service Center Auto Shop		
	10303 Tool Yard		
	Semi-Annual Inspection	1	
	Annual Inspection	1	
12	Police Academy		
	1220 SE Loop 410		
	Semi-Annual Inspection	1	
	Annual Inspection	1	

ATTACHMENT B

PRICE SCHEDULE

Bidder must provide pricing for all line items. Failure to provide pricing for all line items may cause bidder to be deemed Non-Responsive.

Item	Building Location	Estimated Annual Quantity (A)	Cost per Each (B)
A	Pricing Includes Inspection, Testing, and Maintenance		
13	Police East Substation		
	3635 E. Houston St.		
	Semi-Annual Inspection	1	
	Annual Inspection	1	
14	Police Northwest Substation		
	5020 Prue Road		
	Semi-Annual Inspection	1	
	Annual Inspection	1	
15	Police North Substation		
	13030 Jones Maltsberger		
	Semi-Annual Inspection	1	
	Annual Inspection	1	
16	Police South Substation		
	711 W. Mayfield		
	Semi-Annual Inspection	1	
	Annual Inspection	1	
17	Police West Substation		
	7010 Culebra		
	Semi-Annual Inspection	1	
	Annual Inspection	1	
18	Public Safety Technical Center (ITSD/Central Patrol)		
	515 S. Frio		
	Semi-Annual Inspection	1	
	Annual Inspection	1	

ATTACHMENT B

PRICE SCHEDULE

Bidder must provide pricing for all line items. Failure to provide pricing for all line items may cause bidder to be deemed Non-Responsive.

Item	Building Location	Estimated Annual Quantity (A)	Cost per Each (B)
A	Pricing Includes Inspection, Testing, and Maintenance		
19	Municipal Records Building		
	131 El Paso		
	Semi-Annual Inspection	1	
	Annual Inspection	1	
20	SE Service Center Auto Shop		
	7412 S. New Braunfels		
	Semi-Annual Inspection	1	
	Annual Inspection	1	
21	Traffic Operations Building		
	223 S. Cherry		
	Semi-Annual Inspection	1	
	Annual Inspection	1	
22	Public Safety Answering Point (PSAP) 911 Emergency Dispatch Center		
	8039 Challenger		
	Semi-Annual Inspection	1	
	Annual Inspection	1	
23	Public Safety HQ		
	315 S. Santa Rosa		
	Semi-Annual Inspection	1	
	Annual Inspection	1	
24	Animal Adoption Vet Clinic		
	210 Tuleta		
	Semi-Annual Inspection	1	
	Annual Inspection	1	

ATTACHMENT B

PRICE SCHEDULE

Bidder must provide pricing for all line items. Failure to provide pricing for all line items may cause bidder to be deemed Non-Responsive.

Item	Building Location	Estimated Annual Quantity (A)	Cost per Each (B)
A	Pricing Includes Inspection, Testing, and Maintenance		
25	Pre-K for SA East		
	5230 Eisenhower		
	Semi-Annual Inspection	1	
	Annual Inspection	1	
26	Plaza De Armas		
	115 Plaza de Armas		
	Semi-Annual Inspection	1	
	Annual Inspection	1	
27	Callaghan Service Center		
	110 Callaghan Road		
	Bldg 1: Semi-Annual Inspection	1	
	Annual Inspection	1	
	Bldg 2: Semi-Annual Inspection	1	
	Annual Inspection	1	
	Bldg 3: Semi-Annual Inspection	1	
	Annual Inspection	1	
28	SAPD Property Evidence		
	555 Academic		
	Semi-Annual Inspection	1	
	Annual Inspection	1	
29	Record Storage		
	719 Santa Rosa		
	Semi-Annual Inspection	1	
	Annual Inspection	1	
30	NW Service Center Auto Shop		
	6802 Culebra		
	Semi-Annual Inspection	1	
	Annual Inspection	1	

ATTACHMENT B

PRICE SCHEDULE

Bidder must provide pricing for all line items. Failure to provide pricing for all line items may cause bidder to be deemed Non-Responsive.

Item	Building Location	Estimated Annual Quantity (A)	Cost per Each (B)
B	Labor Rates		
30	Normal Business Hours - Monday through Friday 8:00 a.m. to 5:00 p.m. Labor Rate per Hour:	20	
31	Overtime Hours - Monday through Friday 5:01 p.m. to 7:59 a.m., all day on weekends and City recognized holidays. Labor Rate per Hour:	15	
32	Repair Parts		
	Bid prices for parts shall be submitted on a percentage above vendor cost. Evidence of said costs shall be submitted with invoice for each repair. Proof of costs shall be printed, properly identified and dated as to issuance and effectiveness. _____ %		

Prompt payment discount _____% _____ days (if no discount offered 30 days will apply)



CITY OF SAN ANTONIO SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

SOLICITATION NAME: **Annual Contract for Fire Alarm Systems Inspection, Maintenance, Testing & Repair Services**

RESPONDENT NAME:

SOLICITATION API: **Small Business Enterprise (SBE) Prime Contract Program Program**

API REQUIREMENTS: Respondents, in order to receive the **fifteen (15)** evaluation preference points associated with the SBE Prime Contract, SBE Prime Respondents must document on this form that at least 51% of this contract shall be self-performed or shall be subcontracted to other certified Small Business Enterprises headquartered or with a Significant Business Presence within the San Antonio Metropolitan Statistical Area.

For further clarification, please contact David Rodriguez at (210) 207-0071.

Enter Respondent's (Prime) proposed contract participation level.

	PARTICIPATION DOLLAR AMOUNT	% LEVEL OF PARTICIPATION	CERTIFICATION TYPE AND NUMBER	TYPE OF WORK TO BE PERFORMED (BY NIGP CODE)
Prime:	\$	%		
SAePS Vendor #:			SCTRCA #:	

List ALL subcontractors/suppliers that will be utilized for the entire contract period, excluding possible extensions, renewals and/or alternates. Use additional pages if necessary.

Sub:	\$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	\$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	\$	%		
SAePS Vendor #:			SCTRCA #:	

**** Prime respondent and all subcontractors/suppliers must be registered in the City of San Antonio Electronic Procurement System (SAePS). To learn more about how to register, please call (210) 207-0118 or visit <http://www.sanantonio.gov/purchasing/saeps.aspx>.**

Sub:	\$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	\$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	\$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	\$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	\$	%		
SAePS Vendor #:			SCTRCA #:	
A.Total Prime Participation:	\$	%	A. Total base bid amount to be kept by prime.	
B.Total Sub Participation:	\$	%	B. Total amount prime will pay to certified and non-certified subcontractors/suppliers	
C.Total Certified Sub Participation:	\$	%	C. Total amount prime will pay to certified subcontractors/suppliers per the eligibility requirements stated above	
D.Total Prime & Sub Participation*:	\$	%	D. Total prime and subcontractor(s)/supplier(s) participation must equal your base bid amount (A+B)	

If a business is not certified, please call the Small Business Program Office at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.

I HEREBY AFFIRM THAT I POSSESS DOCUMENTATION FROM ALL PROPOSED SUBCONTRACTORS/SUPPLIERS CONFIRMING THEIR INTENT TO PERFORM THE SCOPE OF WORK FOR THE PRICE INDICATED ABOVE. I FURTHER AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

Print Name: _____ **Sign:** _____ **Title:** _____
Date: _____

FOR CITY USE

Action Taken: **Approved**_____ **Denied**_____

**ASSISTANT DIRECTOR
ECONOMIC DEVELOPMENT DEPARTMENT**

ATTACHMENT D

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) ORDINANCE COMPLIANCE PROVISIONS

A. 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. In the absence of a waiver granted by the SBO, failure of a Prime Contractor to commit in its response, through fully-documented and signed SBO-promulgated Subcontractor/Supplier Utilization Plan form, to satisfying the SBE subcontracting goal shall render its response NON-RESPONSIVE.

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 *Respondent Subcontracting Waiver Request* form (*which is available at <http://www.sanantonio.gov/edd/SmallBusiness>*) 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.**

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/edd/SmallBusiness>*) 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.**

B. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2010-06-17-0531 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development (EDD) website page and is also available in hard copy form upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of this 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.

C. Definitions

Affirmative Procurement Initiatives (API) – Refers to various Small Business Enterprise, Minority Business Enterprise, and/or Women Business Enterprise (“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.)

Certification or “Certified” – 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 accepts 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 of Attachment A.

Centralized Vendor Registration System (CVR) – a mandatory electronic system wherein the City requires all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. 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.

Commercially Useful Function – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element 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. The use of S/M/WBE firms by CONTRACTOR to perform such “pass-through” or “conduit” functions that are not commercially useful shall be viewed by the CITY as fraudulent if CONTRACTOR attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE subcontractor or joint venture partner towards attainment of S/M/WBE utilization goals, and the CONTRACTOR and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

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, that is no more than five years old at the time of its original certification as an ESBE or 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, that is actively enrolled in the Mentor-Protégé Program for its Industry (once established by the City), and meets the Significant Business Presence requirements as defined herein.

Emerging M/WBE – a certified M/WBE firm that is no more than five years old at the time of its original certification as an Emerging M/WBE that is actively enrolled in the M/WBE or SBE Mentor-Protégé Program for its industry (once established by the City), 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.

Good Faith Efforts – documentation of the CONTRACTOR’s or Respondent’s intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation within a solicitation response 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., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SBE or M/WBE subcontract opportunities on the City of San Antonio website; 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 consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.) The appropriate form and content of CONTRACTOR's Good Faith Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.

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 (A&E), 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.”

Minority/Women Business Enterprise (M/WBE) – firm that is certified as a Small Business Enterprise and also 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 minority- and women-owned businesses that have been certified for participation in the City's M/WBE Program APIs.

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified a Small Business Enterprise and also 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 this 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 having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian, or West Indian.

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 CONTRACTORS and/or Subcontractors and vendors for CITY contracted goods and/or services.

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. For purposes of this agreement, this term refers to the CONTRACTOR.

Relevant Marketplace – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the MGT Studies, 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. For purposes of this agreement, CONTRACTOR is the Respondent.

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 MGT Studies analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

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 Business Office Manager – the Assistant Director of the EDD of the CITY that is responsible for the management of the SBO and ultimately responsible for oversight, tracking, monitoring, administration, implementation and reporting of the S/M/WBE Program. The SBO Manager is also responsible for enforcement of contractor and vendor compliance with contract participation requirements, and ensuring that overall Program goals and objectives are met.

Small Minority Women Business Enterprise Program (S/M/WBE Program) – the combination of SBE Program and M/WBE Program features contained in the SBEDA 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 Architecture and Engineering services, Construction, Goods & Supplies, Professional Services, and Other Services contracts, including change orders and amendments.

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor or CONTRACTOR in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of each binding agreement between the CONTRACTOR and its subcontractors shall be submitted to the CITY prior to execution of this contract agreement and any contract modification agreement.

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.

Suspension – the temporary stoppage of the 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 of Attachment A to the SBEDA Ordinance, or the temporary stoppage of CONTRACTOR’s and/or S/M/WBE firm’s performance and payment under CITY contracts due to the CITY’s imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

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 a Small Business Enterprise and that is 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 Agreement is not inclusive of MBEs.

D. 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 immediately 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 and each of its Subcontractors for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System, and CONTRACTOR has represented to CITY which primary commodity codes each registered Subcontractor will be performing under for this contract.

E. 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. 7. (a), 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, CONTRACTOR agrees not to subcontract more than 49% of the contract value to a non-SBE firm.

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).

Non-Discrimination.

As a party to this contract, Vendor understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

ATTACHMENT F

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 Program Tracking Form attached to this solicitation.

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

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

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

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

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

Definitions.

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

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

The program uses the below definition of joint venture.

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

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

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

INSTRUCTIONS

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

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

SOLICITATION NAME/NUMBER: _____

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

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

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

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER/RESPONDENT'S FULL NAME:

(Print Name) Authorized Representative of Bidder/Respondent

(Signature) Authorized Representative of Bidder/Respondent

Title

Date

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

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. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234). The form 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 your completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with your response to this solicitation.

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.

“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.

“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) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

“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.

CONTRACTS DISCLOSURE FORM

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

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

ATTACHMENT J

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.

>

General Decision Number: TX160280 04/01/2016 TX280

Superseded General Decision Number: TX20150280

State: Texas

Construction Type: Building

County: Bexar County in Texas.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	03/18/2016
3	04/01/2016

ASBE0087-014 01/01/2014

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation).....	\$ 21.17	8.77

BOIL0074-003 01/01/2014

	Rates	Fringes
BOILERMAKER.....	\$ 23.14	21.55

ELEC0060-003 06/01/2015

	Rates	Fringes
ELECTRICIAN (Communication Technician Only).....	\$ 21.45	9%+4.65

* ELEC0060-004 06/01/2015

	Rates	Fringes
--	-------	---------

ELECTRICIAN (Excludes Low
Voltage Wiring).....\$ 26.75 15%+4.65

ELEV0133-002 01/01/2016

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 37.76	29.985+a

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

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

ENGI0450-002 04/01/2014

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

IRON0066-013 06/01/2015

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 21.30	5.95

IRON0084-011 06/01/2015

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 23.02	6.35

PLUM0142-009 08/03/2015

	Rates	Fringes
HVAC MECHANIC (HVAC Electrical Temperature Control Installation Only).....	\$ 30.75	11.91
HVAC MECHANIC (HVAC Unit Installation Only).....	\$ 30.75	11.91
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 30.75	11.91
PLUMBER (Excludes HVAC Pipe Installation).....	\$ 30.75	11.91

SFTX0669-002 01/01/2016

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 27.43	22.52

SHEE0067-004 04/01/2014

	Rates	Fringes
Sheet metal worker Excludes HVAC Duct Installation.....	\$ 25.60	13.54
HVAC Duct Installation Only.	\$ 25.60	13.54

SUTX2014-006 07/21/2014		
	Rates	Fringes
BRICKLAYER.....	\$ 22.15	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 17.83	0.00
CARPENTER (Form Work Only).....	\$ 13.63	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 16.86	4.17
CAULKER.....	\$ 15.00	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 22.27	5.30
DRYWALL FINISHER/TAPER.....	\$ 13.81	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 15.18	0.00
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 20.39	3.04
IRONWORKER, REINFORCING.....	\$ 12.27	0.00
LABORER: Common or General.....	\$ 10.75	0.00
LABORER: Mason Tender - Brick...	\$ 11.88	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.00	0.00
LABORER: Pipelayer.....	\$ 11.00	0.00
LABORER: Roof Tearoff.....	\$ 11.28	0.00
LABORER: Landscape and Irrigation.....	\$ 8.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.98	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 14.00	0.00
OPERATOR: Bulldozer.....	\$ 14.00	0.00

OPERATOR: Drill.....	\$ 14.50	0.00
OPERATOR: Forklift.....	\$ 12.50	0.00
OPERATOR: Grader/Blade.....	\$ 23.00	5.07
OPERATOR: Loader.....	\$ 12.79	0.00
OPERATOR: Mechanic.....	\$ 18.75	5.12
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03	0.00
OPERATOR: Roller.....	\$ 12.00	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping.....	\$ 13.07	0.00
ROOFER.....	\$ 12.00	0.00
TILE FINISHER.....	\$ 11.32	0.00
TILE SETTER.....	\$ 14.94	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

ATTACHMENT L

PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
General Information and References RFCSP Attachment A, Part One	
Experience, Background & Qualifications RFCSP Attachment A, Part Two	
Proposed Plan RFCSP Attachment A, Part Three	
Price Schedule RFCSP Attachment B	
* Subcontractor/Supplier Utilization Plan RFCSP Attachment C; and Associated Certificates, if applicable	
* Veteran-Owned Small Business Program Tracking Form RFCSP Attachment G	
*Certificate Of Interested Parties (Form 1295) RFCSP Attachment H	
*Contracts Disclosure form RFCSP Attachment I	
Litigation Disclosure form RFCSP Attachment J	
*Proposal Bond and Associated Power-of-Attorney	
Financial Information	
Proof of Insurability Insurance Provider's Letter Copy of Current Certificate of Insurance	
* Signature Page (and Associated Evidence of Authority, if needed) RFCSP Section 007	
Proposal Checklist RFCSP Attachment L	
* Addendum, if any	
One (1) Original, 7 copies, and one (1) CD of entire proposal in PDF format if submitting in hard copy.	

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

ATTACHMENT M

CRIMINAL BACKGROUND CHECK – DISQUALIFIERS

1. Felony conviction – permanent disqualifier
2. Felony deferred adjudication – permanent disqualifier
3. Class A misdemeanor conviction - permanent disqualifier
4. Class A misdemeanor deferred adjudication - permanent disqualifier
5. Class B misdemeanor conviction – disqualifier for 10 years
6. Class B misdemeanor deferred adjudication - disqualifier for 10 years
7. Open arrest for any criminal offense (felony or misdemeanor) – disqualifier until disposition
8. Family violence conviction - permanent disqualifier

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes.

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM
CERTIFICATION**

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Signature of Contractor Employee

Date

Printed or Typed Contractor Employee Name

Sex: _____ Race: _____ DOB: _____ State/ID or DL: _____

Signature of Contractor Representative

Date

Printed or Typed Name of Contractor
Representative

Organization Name and Representative's Title

Texas Signatory Page

The undersigned parties agree that the *Security Addendum* is now a part of the contract between the entities. The parties agree to abide by all requirements of the *Security Addendum* and the *CJIS Security Policy*, and it shall remain in force for the term of the contract. Any violation of this addendum constitutes a breach of the contract.

To the extent there is a conflict between a confidentiality clause in the underlying contract and the *Security Addendum* and/or the *CJIS Security Policy*, the *Security Addendum* and the *CJIS Security Policy* shall govern any information covered by the *Security Addendum* and/or the *CJIS Security Policy*.

(To be signed and dated by the vendor and law enforcement agency representative(s) who signed the original contract, or at least who have authority to bind each entity.)

Printed Name of Agency Representative

Signature of Agency Representative

Title

Agency Name and ORI

Date

Printed Name of Vendor (Contractor) Representative

Signature of Vendor (Contractor) Representative

Title

Vendor Organization Name

Date

Attachment O - REVISED BUILDING LOCATIONS AND DEVICE TYPES AND QUANTITIES.

SYSTEM #	BUILDING LOCATION	PANEL LOCATION	Make/ Model	Smoke Detector	Heat Detector	Duct Detector	Audio Visual	Visual	Speaker	Power Supply	Mass Notification	Pulls	Fire Phones	Relay Modules	NAC	Annunciator	Water Flow	Tamper Switch	Pressure Switch	Single Point Interface Modules	Dual Point Interface Modules	Beam Smoke Detectors
1	Animal Care Services 4710 State Hwy 151	Admin Building Computer Room Annunciating Panel in Front Lobby	Gamewell IF602SS	52		8	40	58	10	5	No	22				1				0	0	0
2	BESD Administration Office 329 S. Frio St	Main Entrance, left side of hallway	Simplex 4002	1			3	2				5								0	0	0
3	City Hall 100 Military Plaza	NW 1 st floor closet by the stairs	Simplex 2001	7	4	10	21			4	No	20	0	0	0	1	0	0	0	0	0	0
4	Cliff Morton Development Business Service Center (one stop) 1901 S. Alamo	1st Floor NE Loading Dock Area	Simplex 4010	53	1	11	16			4	No	8					1	2		0	0	0
5	Emergency Operations Center @ Brooks City Base 8130 Inner Circle	SE Mechanical Room 165 Annunciating Panel in East Main Lobby	Siemens	53		2	10			2	No	9	0		0	1	2	5	3	0	0	0
6	Fire Training Academy 300 S. Callaghan	Main Building South Data Room	EST Quick Start	13		11	5			3	No	15					2	2		0	0	0
7	Frank Wing Building Municipal Courts 401 S. Frio	Southside staff entrance inside former Security Office	Simplex 4100	298		7	43				No	20	0	0	0	1	0	0	0	0	0	0
8	International Center 203 S. St. Mary's St	Biga Restaurant Administration Storage Room	Simplex Cyberus	86	6	5	13			5	No	14				2				0	0	0
9	Municipal Plaza Building 114 W Commerce	North Main Entrance from Commerce St Hallway on Right side	Simplex 4001	22	4	7	15			5	No	28	22			1				0	0	0
10	NE Service Center Admin Building 10303 Tool Yard	Admin Bldg. Electric Room on Right Side of Main Entrance	ADEMCO	1		3	1				No	1				1	1	2		0	0	0
11	NE Service Center Auto Shop 10303 Tool Yard	End of Fleet Bay on far Right side next to Oil Storage area	ADEMCO Vista 128	6	1		2				No	1				1	1	2		0	0	0
12	NW Service Center 6802 Culebra	Parts Room	ADEMCO 5110xm	1				1									2					
13	Police Academy 1220 SE Loop 410	1st Floor Mechanical Room E. side of Bldg	Simplex	11	3	12	5			1	No	25				1				0	0	0
14	Police East Substation 3635 E. Houston St.	West Middle Hallway Mechanical Room	EST-LSS 1	1		4	0			1	No	5	0	0	0	1	0	0	0	0	0	0
15	Police Northwest Substation 5020 Prue Road	North Hallway Mechanical Room	ADT Unimode 10	1		7	0			2	No	5	0	0	0	1	0	0	0	0	0	0
16	Police North Substation 13030 Jones Maltsberger	Eastside Hallway Mechanical Room	Edwards-LSS 4/12	1		14	0			3	No	5				1				0	0	0
17	Police South Substation 711 W. Mayfield	Westside Hallway Mechanical Room	ADT Unimode 10	1		14	0			1	No	5				1				0	0	0
18	Police West Substation 7010 Culebra	Southside Hallway Mechanical Room	EST-LSS 4/12	1		8	0			2	No	5				1				0	0	0
19	Public Safety Technical Center (ITSD/Central Patrol) 515 S. Frio	Police Substation Janitor Closet in the Center of bldg	Simplex 4020	47		10	44			4	No	13				1	2	4	2	0	0	0
20	Municipal Records Building 131 El Paso	Admin Section Breakroom	ADT	1	3	3	3	0	0	0	No	2				1				0	0	0
21	SE Service Center Auto Shop 7412 S. New Braunfels	Southside Parts Room	ADEMCO 5110xm	1			1				No	0				1	2			0	0	0
22	Traffic Operations Building 223 S. Cherry	Main Entrance on East Side of Bldg	Simplex 4006	1	1	3	0	5			No	9				1				0	0	0
23	Public Safety Answering Point (PSAP) 911 Emergency Dispatch Center 8039 Challenger	UPS / Electric Room	Siemens	77		10	42	15 wall 26 ceiling		3	No	9		6		1				8	8	
24	Public Safety HQ 315 S. Santa Rosa	Room 1126 Electric Room	Siemens	150	4	69	508	85	272	4	YES	28			72	1	10	20				6
25	Animal Adoption Vet Clinic 210 Tuleta	Main Lobby	EST	2		7	20	17			No	8				1				0	0	0
26	Pre-K for SA East 5230 Eisenhower	Main Electrical Room	Siemens	58	6	4	33	116		8	NO	13				1		2		0	0	0
27	Plaza De Armas 115 Plaza de Armas	Basement Electrical/Mechanical Room	EST IO 500	13	2	11	63	143		3	No	14				1	5	6		0	0	0
28	Callaghan Service Center 110 Callaghan Road	Bldg 1: Main Hallway	Simplex 4100	44		8	17	67	1		No	8				1	2			0	0	0
		Bldg 2: Supervisor's office area	Simplex 4009/4010	16	2	1	13	31			No	11				1	2			0	0	0
		Bldg 3: Exterior Rm 302 Tool Storage	Simplex 4010	2	14			21			No	6				1				0	0	0
29	SAPD Property Evidence Bldg 555 Academic Ct	Electrical Room	EST IO 500	11	2	1	30					14				1	7	11				



City of San Antonio

ADDENDUM IV

SUBJECT: Annual Contract for Fire Alarm System Inspection, Maintenance, Testing and Repair Services for (BES), Request for Competitive Sealed Proposal (RFCSP) 6100007590, Scheduled to Open: July 6, 2016; Date of Issue: May 17, 2016

FROM: Paul J. Calapa, Procurement Administrator

DATE: July 1, 2016

THIS NOTICE SHALL SERVE AS ADDENDUM NO. IV – TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSAL

**THE ABOVE MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSAL IS
HEREBY AMENDED AS FOLLOWS:**

- 1. THE SUBMISSION DATE IS HEREBY EXTENDED TO JULY 8, 2016; 2:00 PM CENTRAL TIME.**
- 2. Attachment B – Price Schedule has been replaced with Attachment B – REVISED PRICE SCHEDULE. Posted as a separate document.**

Questions & Responses:

- 1. Question 1:** Which buildings require work to be done after hours and are there hours in particular in which they need to be done?

Response: Please refer to Section 004 – SPECIFICATIONS / SCOPE OF SERVICES, 7.0 SPECIFIC SERVICE REQUIREMENTS. DELIVERY OF SERVICE, paragraphs 1 through 4.

- 2. Question 2:** Will there be one point of contact for all building or various contacts?

Response: Please refer to Section 004 – SPECIFICATIONS / SCOPE OF SERVICES, 7.0 SPECIFIC SERVICE REQUIREMENTS. DELIVERY OF SERVICE, paragraph 18.

- 3. Question 3:** What are the next dues dates for the locations being bid?

Response: Bids must be received no later than 2:00 PM Central Time, July 6, 2016.

4. **Question 4:** Who currently holds the contract?

Response: Please refer to Addendum I dated June 6, 2016, Question 4. There is no current contract and the City has requested services as inspections became needed.

5. **Question 5:** Do you want the bid to include sensitivity & cleaning?

Response: Please refer to Section 004 – SPECIFICATIONS / SCOPE OF SERVICES, 7.0 SPECIFIC SERVICE REQUIREMENTS. TYPES OF SERVICE paragraph 3.0 Fire Alarm System Inspections, testing, and minor maintenance services, Item number 3.a.2. and 3.a.12

6. **Question 6:** This bid is only for fire alarm but does it need to include quarterly & semi-annual tampers and flows?

Response: Please refer to Section 004 – SPECIFICATIONS / SCOPE OF SERVICES, 3.0 GENERAL REQUIREMENTS item #2, and item # 4, vendor's services are to be performed in accordance with NFPA guidelines and in accordance to the manufacturer's published instructions. If it is related to a sprinkler system, the sprinkler system maintenance contract vendor will take care of that.

7. **Question 7:** Do any of these locations have special systems that may be set off by fire alarm testing (i.e. gas, special hazard, foam, etc.)?

Response: No. Please refer to Attachment O – Building Locations and Panel Count for types of devices.

8. **Question 8:** Do you know if any of the duct detectors which tie into the fire alarm systems are over any staff personal desk and/or are they all on roof top A/C units or just in the hallways for point of entry and/or testing of devices?

Response: Not typically as each building is unique and it would be hard to predict if the building tenants move furniture around. Please refer to Section 004 – SPECIFICATIONS / SCOPE OF SERVICES, 7.0 SPECIFIC SERVICE REQUIREMENTS. DELIVERY OF SERVICE, paragraph 18, vendor is to coordinate their services with the City's Building and Equipment Services Representative, the Building and Equipment Services Representative is to provide notification of vendor's services to the building occupants.

9. **Question 9:** Would the vendor be able to have access to any/all access panels for all buildings to test devices which this would be the only means to get to them for testing?

Response: Yes.

10. **Question 10:** Will the elevator company will be onsite at the same time as the vendor doing any elevator recall, shunt power and secondary shunt trips, they would have to reset elevators in case of them not resetting on their own, or would you have only your city staff to take care of this type of issue?

Response: No. Please refer to Section 004 – SPECIFICATIONS / SCOPE OF SERVICES, 7.0 SPECIFIC SERVICE REQUIREMENTS. DELIVERY OF SERVICE, paragraph 18, it is the vendor's responsibility to coordinate their services with the City's Building and Equipment Services Representative. The Building and Equipment Services Representative is to provide notification of vendor's services to the building occupants and if required to the elevator company.

11. **Question 11:** How many city escorts' staff would there be for let's say up to two teams of inspectors doing inspections on the buildings?

Response: One. Please refer to Section 004 – SPECIFICATIONS / SCOPE OF SERVICES, 7.0 SPECIFIC SERVICE REQUIREMENTS. DELIVERY OF SERVICE, paragraph 18, it is the vendor's responsibility to coordinate their services with the City's Building and Equipment Services Representative. The Building and Equipment Services Representative is to provide notification of vendor's services to the building occupants and if required coordinate a City's Designated Department Representative for the vendor to have escort service.

12. **Question 12:** Are there are any FM-200 suppression systems which tie into the fire alarm system at any of the buildings? And if so which ones?

Response: Please refer to Attachment O – Building Locations and Panel Count for types of devices. The City only uses water as a suppression agent. There are devices in IT rooms and they are included in the in the provided data.

13. **Question 13:** Please clarify address for item #24 of Attachment O – Building Locations and Panel Count.

Response: Address for item #24 of Attachment O – Building Locations and Panel Count is 315 S. Santa Rosa, for the Public Safety Headquarters.

14. **Question 14:** Please clarify what the City is asking for in regards to frequency of inspections.

Response: Please refer to Section 004 – SPECIFICATIONS / SCOPE OF SERVICES, 3.0 GENERAL REQUIREMENTS item #2, and item # 4, vendor's services are to be performed in accordance with NFPA guidelines and in accordance to the manufacturer's published instructions. Systems testing are to be performed at the designated intervals as required by NFPA.

15. **Question 15:** Please clarify what the City is asking for in regards to frequency of inspections.

Response: Please refer to Section 004 – SPECIFICATIONS / SCOPE OF SERVICES, 3.0 GENERAL REQUIREMENTS item #2, and item # 4, vendor's services are to be performed in accordance with NFPA guidelines and in accordance to the manufacturer's published instructions. Systems testing are to be performed at the designated intervals as required by NFPA.

16. **Question 16:** Please clarify attachment K. Prevailing wage does not apply nor has a classification for Bexar County for inspectors & service technicians, should we be aware of anything concerning this attachment?

Response: Please refer to Section 005-Supplemental Terms and Conditions, section entitled Prevailing Wage Rates, which has been included for major repairs for which the wage rates of either electrician, electrician – low voltage or laborer – common may apply.

****THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE BID PACKAGE****



Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

Date _____

Company Name _____

Address _____

City/State/Zip Code _____

Signature

PC/dvf



City of San Antonio

ADDENDUM III

SUBJECT: Annual Contract for Fire Alarm System Inspection, Maintenance, Testing and Repair Services for (BES), Request for Competitive Sealed Proposal (RFCSP) 6100007590, Scheduled to Open: June 30, 2016; Date of Issue: May 17, 2016

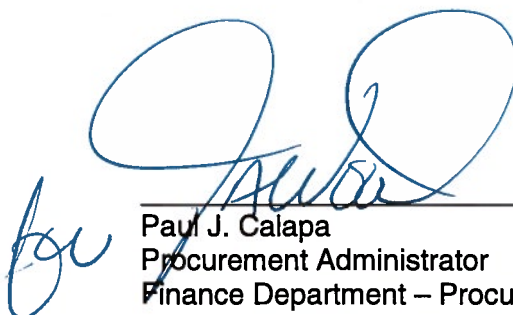
FROM: Paul J. Calapa, Procurement Administrator

DATE: June 17, 2016

THIS NOTICE SHALL SERVE AS ADDENDUM NO. III – TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSAL

THE ABOVE MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSAL IS HEREBY AMENDED AS FOLLOWS:

1. THE SUBMISSION DATE IS HEREBY EXTENDED TO JULY 6, 2016; 2:00 PM CENTRAL TIME.



Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

PC/dvf



City of San Antonio

ADDENDUM II

SUBJECT: Annual Contract for Fire Alarm System Inspection, Maintenance, Testing and Repair Services for (BES), Request for Competitive Sealed Proposal (RFCSP) 6100007590, Scheduled to Open: June 20, 2016; Date of Issue: May 17, 2016

FROM: Paul J. Calapa, Procurement Administrator

DATE: June 17, 2016

THIS NOTICE SHALL SERVE AS ADDENDUM NO. II – TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSAL

THE ABOVE MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSAL IS HEREBY AMENDED AS FOLLOWS:

1. THE SUBMISSION DATE IS HEREBY EXTENDED TO JUNE 30, 2016; 2:00 PM CENTRAL TIME.

A handwritten signature in blue ink, appearing to read "Paul J. Calapa", written over a horizontal line.

Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

PC/dvf



City of San Antonio

ADDENDUM I

SUBJECT: Annual Contract for Fire Alarm System Inspection, Maintenance, Testing and Repair Services for (BES), Request for Competitive Sealed Proposal (RFCSP) 6100007590, Scheduled to Open: June 20, 2016; Date of Issue: May 17, 2016

FROM: Paul J. Calapa, Procurement Administrator

DATE: June 6, 2016

THIS NOTICE SHALL SERVE AS ADDENDUM NO. I – TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSAL

**THE ABOVE MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSAL IS
HEREBY AMENDED AS FOLLOWS:**

- 1. Paragraphs 7.0, 8.0, 9.0, 10.0, From: 004 - SPECIFICATIONS / SCOPE OF SERVICES have been renumbered to: Paragraph 4.0, 5.0, 6.0, and 7.0.**
- 2. Remove: 004 - SPECIFICATIONS / SCOPE OF SERVICES paragraphs 8, 9 and 10.**

8.0 PERFORMANCE WARRANTY:

Work performed shall meet all applicable standards and codes. Contractor shall warranty all work against any defects in workmanship; and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of one year after the completion of work. The warranty period shall commence upon the date of acceptance by the City.

9.0 MATERIAL WARRANTY:

Materials shall be warranted against material defects and defects in workmanship for a period of not less than 12 months, covering 100 percent parts, labor, and supplies. The warranty period shall commence upon the date of acceptance by the City. If the manufacturer's standard warranty period exceeds 12 months, then the standard warranty period shall prevail. Contractor shall be ultimately responsible for issuing the warranty. Contractor shall provide the designated Facilities Management representative and CDDR with all manufacturers' warranty documents upon completion of service prior to leaving the job site. This warranty does not apply to any product or software which has been subjected to abuse, mishandling, or improper use.

10.0 MATERIAL:

Materials provided shall be in current production, as offered to commercial trade, and shall be of quality material. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MATERIALS ARE NOT ACCEPTABLE.

Any materials or parts used in complying with the contract are to be equal to or better than original equipment parts and meet the manufacturers' requirements.

Replace with: 5.0 WARRANTY

1. **PERFORMANCE WARRANTY:** Work performed under this contract shall meet all applicable standards and codes. Contractor shall guarantee all work against any defects in workmanship, and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of 1 year after final acceptance by the City.

2. **MATERIAL WARRANTY:** Materials provided shall be in current production, as offered to commercial trade, and shall be of quality material. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MATERIALS ARE NOT ACCEPTABLE. Materials shall be warranted against material defects and defects in workmanship for a period of not less than 1 year and shall cover 100 percent parts, labor and shipping. The warranty period shall commence upon date of acceptance by the City. If the manufacturer's standard warranty period exceeds one year, then the warranty period hereunder shall be the length of the manufacturer's warranty. Contractor shall be ultimately responsible for the warranty. Contractor shall provide the Facilities Management or designee with all manufacturers' warranty documents upon completion of service prior to leaving the job site.

3. All work performed by Contractor under the terms of this contract shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Contractor, which is not satisfactory to Director. City shall have the right to terminate this Contract whole or in part, should Contractor's work not be satisfactory to Director; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

4. **UNSATISFACTORY PERFORMANCE:** Unsatisfactory performance may result in a negative vendor performance report or cancellation of the purchase order or both. The City may consider the following performance by the vendor as unsatisfactory performance. An unsatisfactory performance determination includes, but is not limited to:

1. One service "call back" to correct the same problem within 30 consecutive days.
2. One instance within one year of vendor personnel assigned to an authorized service call not having the skill or knowledge to diagnose the problem or perform the repair or both.
3. Two instances within one year of response time, as defined in this specification, to an authorized service call exceeding the limit as specified in Section Type of Services Paragraphs 1 and 2.

3. Attachment O –Building Locations and Panel Count has been replaced with Attachment O – REVISED BUILDING LOCATIONS AND PANEL COUNT. Posted as a separate document.

On May 26, 2016, the City of San Antonio hosted a Pre-Submittal conference to provide information and clarification for the Annual Contract for Fire Alarm System Inspection, Maintenance, Testing and Repair Services for (BES). Below is a list of questions that were asked at the pre-submittal conference and the Small Business Economic Development Advocacy (SBEDA) presentation. The City's official response to questions asked is as follows:

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, RESTRICTIONS ON COMMUNICATION:

1. Question 1: How can vendors gain access to SAePS portal?

Response: Questions regarding this solicitation need to be sent to Denise Flotte at denise.flotte@sanantonio.gov. Questions about gaining access to the SAePs portal, may be submitted to the SAePS Hotline at: vendors@sanantonio.gov or by calling (210) 207-0118.

2. Question 2: What three criteria would a vendor need to be eligible for the SBE Prime contract points?

Response: To be eligible for the fifteen (15) SBE Prime contract evaluation criteria points, the prime respondent has to be :

- a. Certified as Small Business Enterprise (SBE) from SCTRCA
- b. Headquartered in San Antonio Metropolitan Statistical Area or show significant business presence (business location in SAMSA for a year with 20% of the full time/ part-time employees working in that location)
- c. Responding as a PRIME. No points will be awarded for subcontracting to a SBE.

3. Question 3: How long does it take for SCTRCA to certify a vendor?

Response: The usual process may range from 30-60 days depending upon submission of all the documents by the vendor. Small Business Office (SBO) does offer a priority certification process for those bidding on a solicitation. A vendor may contact SBO after submitting all the documentation to SCTRCA and the certification can be expedited, to be determined within 7-14 days.

4. Question 4: Who is currently doing the work?

Response: There is no current annual contract for this service. City has requested services as inspections became needed.

5. **Question 5:** Which buildings need to be serviced after hours?

Response: Please refer to Section 004 – SPECIFICATIONS / SCOPE OF SERVICES, 7.0 SPECIFIC SERVICE REQUIREMENTS. DELIVERY OF SERVICE, paragraphs 1 through 4.

6. **Question 6:** How will repairs be handled under this contract?

Response: Please refer to Section 004 – SPECIFICATIONS / SCOPE OF SERVICES, 3.0 GENERAL REQUIREMENTS item # 11 and to Section 004 – SPECIFICATIONS / SCOPE OF SERVICES, TYPE OF SERVICES, Section 1.0 Emergency Services, Section 2.0 Non-Emergency Services, and Section 4.0 Major Repair Services, items 1 through 4.

7. **Question 7:** If repairs are required, how will the vendor submit a quote?

Response: Please refer to Section 004 – SPECIFICATIONS / SCOPE OF SERVICES, 3.0 GENERAL REQUIREMENTS item # 11 and 4.0 SUBMITTALS item # 2.

8. **Question 8:** Will contractor required to pull permits?

Response: Yes and as needed, reference Section 004 – SPECIFICATIONS / SCOPE OF SERVICES, 3.0 GENERAL REQUIREMENTS item # 24.

9. **Question 9:** How will repairs with proprietary systems such as Siemens and Simplex Grinnell be handled?

Response: For proprietary systems, the awarded contractor shall sub-contract any proprietary work they are not authorized to work on to an authorized vendor. As described response to questions #6 and # 7 above, it is the Contractor's responsibility to ensure compliance by subcontractors to all provisions of this contract.

10. **Question 10:** How will parking be included in the vendor's pricing?

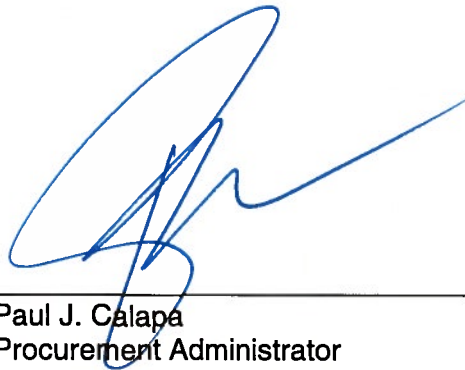
Response: Refer to Section 004 – SPECIFICATIONS / SCOPE OF SERVICES, 3.0 GENERAL REQUIREMENTS item # 24, "quoted prices shall reflect all associated costs, including material and labor hours, for inspection and maintenance services" and this includes parking costs and any other incidentals.

11. **Question 11:** What will be the dates for site inspections?

Response: Vendors are encouraged to submit in writing any questions that may arise during the site inspections to Denise Flotte, Procurement Specialist III, Email: denise.flotte@sanantonio.gov as no questions will be answered during the site visit. Please notify Denise Flotte, Procurement Specialist III, by e-mail to: denise.flotte@sanantonio.gov with your intent to be present for the site visit. If additional site visits are needed, the City will issue an addendum providing dates and times of such visits.

Site Visits are scheduled for Friday June 10, 2016 for the following locations:

1. **San Antonio Police Department (SAPD) Headquarters 9:00 AM CT 318 Santa Rosa, San Antonio TX.**
2. **Public Safety Answering Point (PSAP 911) At 1:30 PM CT 8039 Challenger, San Antonio TX.**



Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

PC/dvf