



**CITY OF SAN ANTONIO**  
**PURCHASING AND GENERAL SERVICES DEPARTMENT**

FORMAL INVITATION FOR BID ("IFB") NO.: 6100006217

**FIRE/EOC EXPLOSIVE ORDNANCE DISPOSAL SUITS AND MODULAR  
COMPONENTS**

Date Issued: AUGUST 14, 2015

**BIDS MUST BE RECEIVED NO LATER THAN:  
2:00 PM, CENTRAL TIME, AUGUST 31, 2015**

Bids may be submitted by any of the following means:

Electronic submission through the Portal

Hard copy in person or by mail

Address for hard copy responses:

Physical Address:

City Clerk's Office

100 Military Plaza

2<sup>nd</sup> Floor, 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

"FIRE/ EOC EXPLOSIVE ORDNANCE DISPOSAL SUITS AND MODULAR COMPONENTS"

Bid Due Date: 2:00 p.m., C.T., AUGUST 31, 2015

Bid No.: 6100006217

Bidder's Name and Address

Bid Bond: NA

Performance Bond: NA

Payment Bond: NA

Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NA

DBE / ACDBE Requirements: NA

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

Pre-Submittal Conference \* NO

Staff Contact Person: ANGELA ALONSO-SMITH, PROCUREMENT SPECIALIST III, P.O. Box 839966, San Antonio, TX 78283-3966.

Email: ANGELA.ALONSO-SMITH@SANANTONIO.GOV

SBEDA Contact Information: Irene Maldonado, phone: 210-207-8124

**002 - TABLE OF CONTENTS**

002 - TABLE OF CONTENTS ..... 2  
003 - INSTRUCTIONS FOR BIDDERS ..... 3  
004 - SPECIFICATIONS / SCOPE OF SERVICES ..... 9  
005 - SUPPLEMENTAL TERMS & CONDITIONS ..... 20  
006 - GENERAL TERMS & CONDITIONS ..... 23  
007 - SIGNATURE PAGE ..... 28  
008 - STANDARD DEFINITIONS ..... 29  
009 - ATTACHMENTS ..... 31

## 003 - INSTRUCTIONS FOR BIDDERS

### Submission of Bids.

Submission of Hard Copy Bids. Submit one original bid, signed in ink, and two copies of the bid enclosed in a sealed envelope addressed to the City Clerk at the address and by the due date provided on the Cover Page. The name and address of Bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected.

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

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

Modified Bids. Bids may be modified provided such modifications are received prior to the time and date set for submission of bids, and submitted in the same manner as original bids. For hard copy bids, provide a cover letter with the bid, indicating it is a modified bid and that the Original bid is being withdrawn. For electronic bids, a modified bid will automatically replace a prior bid submission. See below for information on submitting Alternate Bids.

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

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

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

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

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

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

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

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

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

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

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

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

#### Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

Bidders may submit written questions, or objections to specifications, concerning this IFB to the Staff Contact Person listed on the Cover Page on or before 7 calendar days prior to the date bids are due. Questions received after the stated deadline will not be answered. Questions submitted and City’s responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

Bidders and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City’s Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form(s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this IFB after the bid due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

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

#### Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Bidders are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City’s responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

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

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

#### Changes to IFB.

Changes to this IFB made prior to bid opening shall be made directly to the original IFB. Changes are captured by creating a replacement version each time the IFB is changed. It is Bidder’s responsibility to check for new versions

until the bid due date. City will assume that all bids received are based on the final version of the IFB as it exists on the day bids are due.

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

#### Preparation of Bids.

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

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

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

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

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

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

#### Description of Supplies.

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

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

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

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

#### Estimated Quantities for Annual Contracts.

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

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

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

Confidential or Proprietary Information. All bids become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Bidder should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Bidder may not be considered confidential under Texas law, or pursuant to a Court order. Note that pursuant to state law, bids are opened publicly and read aloud. In addition, bids are tabulated and posted to the City's website, so shall not be considered proprietary or confidential.

Interlocal Participation.

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

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

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

Rejection of Bids.

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

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

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

The bid is conditional; or

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

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

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

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

Withdrawal of Bids. Bids may be withdrawn prior to the time set for the bid opening. Written notice of withdrawal shall be provided to the City Clerk for bids submitted in hard copy. Bids submitted electronically may be withdrawn electronically.

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

Evaluation and Award of Contract.

Per Section §252.043 of the Texas Local Government Code, the contract will be awarded to the lowest responsible bidder. The Purchasing Division evaluates bids for responsiveness and the responsibility of the bidder, and makes a recommendation to the City Council. The City Council makes the final determination regarding award.

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

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

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

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

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

#### Inspection of Facilities/Equipment.

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

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

#### Prompt Payment Discount.

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

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

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

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

#### Bid Protest Procedures.

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

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

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

Prohibited Financial Interest. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City

or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Conflict of Interest. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205." Bidder should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed bid. The Purchasing Division will not deliver the form to the City Clerk for you.



## 004 - SPECIFICATIONS / SCOPE OF SERVICES

### 4.1 SPECIFICATIONS:

The City of San Antonio is soliciting bids for two Explosive Ordnance Disposal (EOD) suits and compatible modular components for the San Antonio Fire Department and the Emergency Operations Center (EOC) (FIRE/EOC). Although the City of San Antonio's preference is Med-Eng, Inc. EOD® suits and their components, please note that the specifications listed below are a guide and the City of San Antonio will consider items of equal quality that meet or exceed the specifications and testing applications. The EOD suits and their components are intended to be utilized by the FIRE/EOC Bomb Technicians in compliance with Federal Bureau of Investigation and National Bomb Squad Commander's Advisory Board requirements.

The EOD modular suit must be engineered to provide protection against threats of explosive blast, overpressure, fragmentation, impact and heat. The EOD suits must provide ergonomic full coverage and optimal balance for protection and flexibility with protective materials to facilitate conducting operation duties. All materials shall conform to or exceed all governmental regulations and universal guidelines of EOD product standards and blast and ballistic testing requirements. Shipping/freight to locations shall be included in the quoted price.

### 4.2 GENERAL REQUIREMENTS

4.2.1 This specification describes equipment requirements for EOD® 09 and improvised explosive device (IED) light weight modular Tactical (TAC) 6 suits to be utilized by Bomb Technicians during EOD related calls. All components must be removable by an operator while deployed down range. The EOD suit and EOD helmet must be purchased from the same company in order to assure compatibility between the two items. The equipment must be engineered to provide protection against blasts, the effects of overpressure, fragmentation and flash heat associated with the detonation of IEDs, unexploded ordnance (UXO), land mines, rocket propelled grenades, and other battlefield munitions. The modular suit must provide protection to increase survival and minimize risk of severe injury due to explosive hazards.

4.2.2 The following specification abbreviations with descriptive reference are applicable herein:

- a) EOD - Explosive Ordnance Disposal
- b) CBRN - Chemical, biological, radiological and nuclear
- c) IED - Improvised explosive device
- d) IEDD - Improvised explosive device disposal
- e) UXO - Unexploded ordnance
- f) OD - Ordnance Disposal
- g) TAC – Tactical
- h) EOD® 09 – Med-Eng, Inc. explosive ordnance disposal suit
- i) TAC 06 – Med-Eng, Inc. core kit component for disposal suit

### 4.3 DESIGN

4.3.1 The modular EOD suit shall be light weight, flexible and designed to balance blast protection and mobility. The Bomb Technician must be able to wear a standard issue vest with the EOD suit. All components, including leg protectors, thigh protectors, ballistic shorts, lower arm protectors and plates, must be re-attachable by operators while deployed down range. The suit shall provide a shoulder mounted "push to talk" radio attachment and accommodate a chest mounted or leg mounted pistol holster on left or right hand side. Visor Systems must be compatible with in-service combat/tactical helmets. The TAC 6 Front Plate must permit for donning of standard-size front torso bullet-resistant plates with the TAC 6 Shoulder protector.

4.3.2 EOD Suit Material

- 4.3.2.1 Outer shell – Kevlar/Nomex blend fabric, with Nomex thread
- 4.3.2.2 Blast Plate Pouch - 1000 Denier Nylon
- 4.3.2.3 Zippers - Brass
- 4.3.2.4 Attachment System - Nylon webbing, hook and loop tape, Acetal

- 4.3.2.5 Protective Inserts - Soft layered Aramid fiber, contained in water repellent nylon
- 4.3.2.6 Protective Inserts - Rigid Polycarbonate, steel, foam, ultra high molecular weight polyethylene
- 4.3.2.7 Color - Olive Drab

#### 4.3.3 Helmet Material

- 4.3.3.1 Helmet shell - High performance composite material designed for multi-threat environments
- 4.3.3.2 Helmet liner - Impact attenuation flame resistant foam
- 4.3.3.3 Comfort liner - Flame laminated foam, fire resistant fabric
- 4.3.3.4 Inner Visor layer - Polycarbonate
- 4.3.3.5 Outer Visor layer – Poly (methyl methacrylate) (PMMA)
- 4.3.3.6 Fasteners - Stainless steel, corrosion-resistant steel
- 4.3.3.7 Retention System - Nylon webbing, foam and fabric, stainless steel, corrosion-resistant steel, elastomer
- 4.3.3.8 Color - Olive Drab

#### 4.4 FRAGMENTATION PROTECTION

- 4.4.1 The suit must provide fragmentation resistance per layered modular components to provide optimal protection. The modular component fragmentation protection testing should be conducted per the standard Military Standard Ballistic test for armor, MIL-STD-662F, and the V50 baseline line limit velocity test. The suit must meet or exceed the following protection requirements:
  - 4.4.1.1 Provide overpressure threat protection quantified by blast testing in various configurations.
  - 4.4.1.2 Provide fragmentation threat protection quantified by V50 testing.
  - 4.4.1.3 Provide bicep Small Arms Protective Insert (SAPI) pockets.
  - 4.4.1.4 Provide multiple mission flexibility through removable chest plates for Light Fragmentation applications (such as Demining and IEDD).
  - 4.4.1.5 Provide a choice of arm protection (full sleeve, upper arm only, upper and lower arm modules).
  - 4.4.1.6 TAC Visor Systems must provide facial fragmentation protection.
  - 4.4.1.7 TAC Visor Systems must integrate with shoulder protector and either chest/groin plate (EOD® or Light Fragmentation) to provide frontal protection.

#### 4.5 BLAST PROTECTION PERFORMANCE

- 4.5.1 The EOD suit and components shall be tested for blast protection performance in the three test position configurations listed below. The EOD 09 suit and TAC 6 suit shall be tested with a light fragmentation plate, an EOD suit with an EOD plate, and a Hybrid III mannequin. Vendor must submit documented ballistic and blasting test result certification listing the percent reduction in blast penetration.
  - 4.5.1.1 Demining-Crouching as per the test setup described in the NATO Report "Test Methodologies for Personal Protective Equipment".
  - 4.5.1.2 IED-Kneeling test setup based on the "Public Safety Bomb Suit Standard" – National Institute of Justice (NIJ) Standard-0117.00, with an increased standoff.
  - 4.5.1.3 IED-Standing – Hybrid III Mannequin Test conducted standing with EOD suit and EOD plate at a horizontal standoff distance of 3 m from the center of a 5 kg C4 charge molded into a square-cylinder of height and diameter equal to 15 cm, at a height of burst of 125 cm.

#### 4.6 WARRANTY

- 4.6.1 The vendor shall provide in bid response manufacturer's warranty and vendor's warranty for each item in bid.

#### 4.7 QUANTITY and DESCRIPTION of Items to be Purchased:

- 4.7.1 Item 1: Core Kit for TAC 6 OD /Ordnance Disposal – Green (Size: Large Regular)

#### 4.7.1.1 Description

The EOD suit core kit includes shoulder protector, cummerbund/suspenders, ballistic shorts, thigh protectors and lower leg protectors. These modular components shall provide the following functionality:

#### 4.7.1.2 Shoulder Protector

- Shall be donned by slipping head through the collar and engaging the buckles by tightening the two straps under each arm.
- Must provide additional fragmentation protection in the neck, shoulder, and underarm regions where typical fragmentation vests do not.
- Sleeves must attach to the underside of each shoulder by means of heavy-duty quick-release zippers.
- Shall include four buckles (two on the underarm ballistic flaps; two on the upper chest portion) to attach either of two plate options (Light Fragmentation Plate or EOD Plate) and a section of loop fastener fabric for VELCRO®-type identification badges in the center chest area.

#### 4.7.1.3 Cummerbund/Suspenders

- Can be worn underneath the user's protective vest.
- Provide fragmentation protection to the lower back and hip regions not covered by standard body armor.
- Include adjustable shoulder straps with pivot buckles, adjustable front waist straps with buckle, webbing loops for karabiner attachment, a zipper attachment for thigh protectors, and stiff wide attachment webbing around the waist.
- Include a flexible but rigid plastic inside the ballistic panel of the cummerbund to provide lower back support.

#### 4.7.1.4 Ballistic Shorts

- Can be worn underneath for thigh protection.
- Attach to the cummerbund in two places: 1) The waist strap/buckles from the cummerbund feed through two belt loops in the front, and 2) A single strap with a snap in the rear of the cummerbund which feeds through a loop in the rear of the shorts.
- When worn in conjunction with the thigh protectors, provide full 360-degree fragmentation coverage to upper thighs and groin area.
- Low profile zippers along the front of each thigh of the shorts allow for the user to slip combat boots through each leg with ease.
- Designed with a zippered fly with snap button.

#### 4.7.1.5 Thigh Protectors

- Provide ballistic protection to the thighs, knees, and hamstrings.
- Provide a 360-degree fragmentation protection to the upper leg and groin regions when worn with the ballistic shorts (although not dependent on them).
- Can be attached to the cummerbund/suspender by a heavy duty quick-release zipper and snap around the waist.
- Must match the cummerbund/suspender size due to a zipper attachment. The zipper and snap enclosures close the Thigh Protectors along the inside of the thighs.
- Include cargo pockets, loop fastener enclosures for a disruptor, a small multi-tool pouch, custom formed high-wear knee padding, and plenty of MOLLE webbing for attaching accessory pockets and other items.

#### 4.7.1.6 Lower Leg Protectors

- Provide fragmentation protection to the shins, knees, and calves.
- Include outer Santoprene® knee and shin panels to provide wear resistance and extra grip on slippery surfaces.
- Include ballistic pouches in the knee and shin regions with rigid inserts backed with foam for impact protection.
- Include two buckles that clip in on the inner lining of the thigh protectors and close by a zipper enclosure inside of the leg to attach components to the thigh protectors.
- Include metal clips on the underside for custom formed high-wear foot pads which clip to footwear laces.

Product No.: 4977349

Quantity: 2 Each

#### 4.7.2 Item 2: Full Sleeve TAC 6 OD – Green/Olive, (Size: Large–Regular)

##### 4.7.2.1 Description

The full sleeve must be compatible with in service body armor, allow for one man dressing and undressing, and provide the following functionality:

4.7.2.2 Allows for dressing without compromising upper torso body protection (removal or opening of protective vest)

4.7.2.3 Enables dressing in a multi-person troop/officer vehicle

4.7.2.4 Includes emergency quick-release zippers for full sleeves for first aid

4.7.2.5 Provides a permanent wrist-mounted tool pouch on both left and right arms and both sleeves.

Product No.: 4977281

Quantity: 2 Each

#### 4.7.3 Item 3: Modular Sleeves TAC 6 Ordnance Disposal, OD - Green (Size: Large Regular)

##### 4.7.3.1 Description:

The modular sleeves must be compatible with in service body armor and allow for one man dressing and undressing and shall provide the following functionality:

4.7.3.2 Allow for dressing without compromising upper torso body protection (removal or opening of the protective vest).

4.7.3.3 Enable dressing in a multi-person troop/officer vehicle.

4.7.3.4 Include emergency quick-release zippers for full sleeves for first aid.

Product No.: 4977269

Quantity: 2 Each

#### 4.7.4 Item 4: EOD® Level Plate TAC 6 OD - Green (Size: Regular)

##### 4.7.4.1 Description

The EOD® light fragmentation plate includes two chest/groin plates which attach to the shoulder protector with quick release buckles and shall provide the following functionality:

4.7.4.2 Must have MOLLE webbing, a loop fastener fabric for VELCRO®-type identification badges, and a retractable groin plate with pull out pocket.

- 4.7.4.3 Include two quick release buckles on the rear of the plate to the front of the shoulder protector.
- 4.7.4.4 Include one quick release buckle with an adjustable strap to the left and right underarm flaps of the shoulder protector.

Product No.: 4977320

Quantity: 2 Each

4.7.5 Item 5: TAC Vest, Olive Drab (Size: Large)

4.7.5.1 Description

The vest shall provide fragmentation and ballistic protection and one-person donning and doffing. The standalone vest provides a fragmentation protection of a V50 rating (17gr) of 580m/s. The vest shall provide the following functionality:

- 4.7.5.2 The side and rear plate pockets and front plate carrier allow user to increase the level of bullet resistance to critical areas.
- 4.7.5.3 Closes via zipper running up the middle on the front.
- 4.7.5.4 Includes adjustable VELCRO® side closures for better fit.
- 4.7.5.5 Includes a built in collar.
- 4.7.5.6 Includes zippers to attach the front plate carrier.
- 4.7.5.7 Includes flaps which cover the zippers when front plate is attached.
- 4.7.5.8 Includes extraction handles on the rear of the shoulders.
- 4.7.5.9 Provides a shoulder mounted “push-to-talk” radio attachment.
- 4.7.5.10 Comprised of soft ballistics aramid materials and is square cut at the waist.

Product No.: 4129961

Quantity: 2 Each

4.7.6 Item 6: Helmet, Personnel Armor System for Ground Troops (PASGT) - Olive Green (Universal Size)

4.7.6.1 Description:

The PASGT helmet has a series of seven customizable padding straps along the interior, including the top of the helmet and a full circle of padding inside. The straps come down on either side of the ear and secure around the chin with a protective cup and feature a sweatband on the interior of the unit. The helmet shall provide the following functionality:

- 4.7.6.2 The helmet platform shall include: an extensively adjustable comfort system, a 4-point retention system, an on-board power supply, a remote control module, communications system compatibility and EOD breathing apparatus compatibility.
- 4.7.6.3 An open faced multi-purpose platform design achieved through two inter-changeable protective visors – one visor for EOD applications and one for the use of a breathing apparatus
- 4.7.6.4 Designed to provide a level of fire, ultraviolet, moisture and chemical protection
- 4.7.6.5 For extensive fit customization, includes a set of comfort liners and fit pads which are hand washable
- 4.7.6.6 Includes comfort liners that attach easily to the impact liner
- 4.7.6.7 Provides helmet pads constructed from flame resistant foam and fabric which are hand washable
- 4.7.6.8 Uses a retention system that integrates a chin and nape strap to provide four point comfort and stability
- 4.7.6.9 To prevent lateral and front-to-back rolling of the helmet on the head, includes a retention system that attaches to the helmet shell at the temples and at two points at the nape, or an equivalent retention system

- 4.7.6.10 Includes a low profile ventilation system and has two low noise ventilation fans that are mounted on the rear of the helmet shell with internalized ducting of the airflow, or equal; this system shall provide air to the inside of the helmet at a rate of no less than 90 liters/minute in the normal mode and 110 liters/minute in turbo mode.
- 4.7.6.11 Is equipped with an onboard power supply, which is housed in a protective enclosure made of high impact polycarbonate (or equivalent), to minimize exposure to the environment
- 4.7.6.12 Includes an on board power supply that is powered by no more than 8 AA batteries with a battery life of no less than 5 hours and 20 minutes, depending on the load.
- 4.7.6.13 Is equipped with a remote control module that controls all of the functions of the helmet and has the capability of being worn on the wrist to allow the user easy access to the controls
- 4.7.6.14 Provides a visor base constructed from thermoformed polycarbonate and composite materials, or equivalent.
- 4.7.6.15 Provides an outer visor constructed from thermoformed clear PMMA (or equivalent) and which is fastened to the base
- 4.7.6.16 Has searchlights built into the top of the visor and plugged into the jack on the side of the helmet; the lights shall have the capability of being manually adjusted and operated from the remote control module.
- 4.7.6.17 Is equipped with an alternate power supply that increases operation time by at least 8 hours and is powered by "C" batteries,
- 4.7.6.18 Has the capability of fitting a head size of 6 3/8 to 8 1/4 or head circumference of 19.7" to 25.6".
- 4.7.6.19 Shall be supplied with three comfort liners: small, medium and large
- 4.7.6.20 The weight shall not exceed 15 lbs.
- 4.7.6.21 The range of protection shall be compliant with the International Mine Action Standard (IMAS) 10.30 Personal Protective Equipment in providing protection from frontal threats.
- 4.7.6.22 Shall provide fragmentation and overpressure protection
- 4.7.6.23 Shall provide impact (acceleration/deceleration) protection
- 4.7.6.24 In combination with the suit, shall reduce over pressure to the ear by more than 80%, on average.
- 4.7.6.25 The color shall be olive drab.
- 4.7.6.26 The helmet and suit must be purchased from the same company to insure compatibility.

Product No.: 5078975

Quantity: 2 Each

#### 4.7.7 Item 7: Visor System, EOD® 09 TAC-450

##### 4.7.7.1 Description

The visors must provide full facial protection extending below the chin, protect against fragmentation and be compatible with in-service combat/tactical helmets. The visor can affix to PASGT and other Advanced Combat Helmet (ACH)-style combat and tactical helmets. The visor system shall provide the following functionality:

4.7.7.2 Includes two (2) Anti-Fog/Anti-Scratch appliqué which can be installed on the inside of visor to reduce fogging and, as a sacrificial layer on the front of the visor, to provide scratch protection

4.7.7.3 Includes a six-point (3 per side) visor mounting system and ratchet clip at the rear and provides capability for removing all TAC Visors in one motion by releasing the ratchet clip and pulling the complete assembly off of the helmet.

4.7.7.4 Includes a visor securing pin mounted on the right side (which can also be changed to the left side, if required)

4.7.7.5 Includes visor cover and carry bag

Product No.: 4974930

Quantity: 2 Each

#### 4.7.8 Item 8: Suit EOD® 9, Enhanced, Olive Drab (Size: Medium)

##### 4.7.8.1 Description

The suit must be engineered to provide superior protection against the threats of an explosive blast, overpressure, fragmentation, impact and heat. The EOD® 9 suit provides the highest degree of modular protection and operational flexibility for EOD and CBRN missions. The suit platform can be configured in the field by EOD or IEDD technicians based on the suspected presence of a CBRN agent in an IED. The suit must be of ergonomic design for optimal balance between protection and flexibility of protective materials. The suit must be tested for proven performance, including extensive live blast testing. A rugged bag shall be provided for storage. The standard for a medium size suit is: t 5'8" to 6'2", weight 187 to 220 lbs. The suit shall provide the following functionality:

4.7.8.2 The EOD suit shall include: a jacket with universal patchcord, integrated groin protection, trousers with back protector, detachable boot covers, a grounding strap, a carry bag, a steel hanger and a user manual and CD.

4.7.8.3 The jacket shall provide protection to the entire front and back torso, at a minimum.

4.7.8.4 The high profile collar shall integrate with the helmet visor to provide continuous protection to the neck region.

4.7.8.5 The jacket shall be designed to reduce the effects of blast overpressure.

4.7.8.6 The jacket shall have a groin plate that will be retractable to facilitate crouching, bending and climbing movement.

4.7.8.7 The patchcord shall be routed through the jacket to accommodate the use of an EOD helmet and communication system, if desired.

4.7.8.8 The jacket shall feature pockets and straps for carrying tools and radios and a pouch on the back of the jacket that will accommodate a hydration pack.

4.7.8.9 The suit shall be equipped with an integrated groin protector that provides 360 degree blast and flame protection to the groin and buttock area without impeding comfort or leg movement. It shall extend down to overlap with the upper thigh area of the trousers. Elastic Velcro straps shall be used to secure the groin protector against the pants. It shall attach to the front and back of the trouser waistband via Velcro and be adjustable for waist size.

4.7.8.10 The trousers shall provide full coverage against fragments.

4.7.8.11 The trousers shall be designed to articulate according to normal operational functions and not compromise comfort and flexibility.

4.7.8.12 The trousers shall have a combination of soft and hard ballistic material layering to provide

reinforcement over the frontal leg region to protect against a wide range of fragmentation threats.

- 4.7.8.13 The suit shall have an anthropometrically designed high impact absorbing back protector attached to the trousers, via a suspender system.
- 4.7.8.14 The back protector shall incorporate an articulating hard plastic, backed by a hybrid density foam Laminate, that will effectively reduce and evenly redistribute impact away from the spinal area to the side regions of the back.
- 4.7.8.15 The trousers shall have detachable boot covers that snap to the bottom of the trouser legs to provide protection to the top of the feet.
- 4.7.8.16 The suit shall be designed to withstand incendiary threats, relating to injury and pain, of no less than four minutes.
- 4.7.8.17 The suit shall have records of previous testing and bidders must be able to provide proof of prior testing of the items that are being bid. The testing must be actual testing that was performed and not a computer generated model based on assumptions and theories.
- 4.7.8.18 The EOD suit and EOD suit helmet must be purchased from the same company in order to assure compatibility between the two items.
- 4.7.8.19 The EOD suit materials shall conform to or exceed all governmental regulations, guidelines, standards and other requirements that provide for the testing of materials used in the making of the EOD suit.

Product No.: 1004413

Quantity: 1 Each

4.7.9 Item 9: Suit EOD® 9 Enhanced, Olive Drab (Size Large)

4.7.9.1 Description

The suit must be engineered to provide superior protection against the threats of an explosive blast, overpressure, fragmentation, impact and heat. The EOD® 9 suit provides the highest degree of modular protection and operational flexibility for EOD® and CBRN missions. The suit platform can be configured in the field by EOD or IEDD technicians based on the suspected presence of a CBRN agent in an IED. The suit must be of ergonomic design for optimal balance between protection and flexibility of protective materials. The suit must be tested for proven performance, including extensive live blast testing. A rugged bag shall be provided for storage. The standard for a large size suit is: t 6'3" to 6'6", weight 210 to 250 lbs. The suit shall provide the following functionality:

- 4.7.9.2 The EOD suit shall include: a jacket with universal patch cord, integrated groin protection, trousers with back protector, detachable boot covers, a grounding strap, a carry bag, a steel hanger and a user manual and CD.
- 4.7.9.3 The jacket shall provide protection to the entire front and back torso, at a minimum.
- 4.7.9.4 The high profile collar shall integrate with the helmet visor to provide continuous protection to the neck region.
- 4.7.9.5 The jacket shall be designed to reduce the effects of blast overpressure.
- 4.7.9.6 The jacket shall have a groin plate that will be retractable to facilitate crouching, bending and climbing movement.
- 4.7.9.7 The patchcord shall be routed through the jacket to accommodate the use of an EOD helmet and communication system, if desired.
- 4.7.9.8 The jacket shall feature pockets and straps for carrying tools and radios and a pouch on the back of the jacket that will accommodate a hydration pack.



- 4.7.9.9 The suit shall be equipped with an integrated groin protector that provides 360 degree blast and flame protection to the groin and buttock area without impeding comfort or leg movement. It shall extend down to overlap with the upper thigh area of the trousers. Elastic Velcro straps shall be used to secure the groin protector against the pants. It shall attach to the front and back of the trouser waistband via Velcro and be adjustable for waist size.
- 4.7.9.10 The trousers shall provide full coverage against fragments.
- 4.7.9.11 The trousers shall be designed to articulate according to normal operational functions and not compromise comfort and flexibility.
- 4.7.9.12 The trousers shall have a combination of soft and hard ballistic material layering to provide reinforcement over the frontal leg region to protect against a wide range of fragmentation threats.
- 4.7.9.13 The suit shall have an anthropometrically designed high impact absorbing back protector attached to the trousers via suspender system.
- 4.7.9.14 The back protector shall incorporate an articulating hard plastic, backed by a hybrid density foam Laminate, that will effectively reduce and evenly redistribute impact away from the spinal area to the side regions of the back.
- 4.7.9.15 The trousers shall have detachable boot covers that snap to the bottom of the trouser legs to provide protection to the top of the feet.
- 4.7.9.16 The suit shall be designed to withstand incendiary threats, relating to injury and pain, of no less than four minutes.
- 4.7.9.17 The suits shall have records of previous testing and bidders shall be able to provide proof of prior testing of the items that are being bid. The testing must be actual testing that was performed and not a computer generated model based on assumptions and theories.
- 4.7.9.18 The EOD suit and EOD suit helmet must be purchased from the same company in order to assure compatibility between the two items.
- 4.7.9.19 The EOD suit materials shall conform to or exceed all governmental regulations, guidelines, standards and other requirements that provide for the testing of the materials used in the making of the EOD suit.

Product No.: 1003021

Quantity: 1 Each

#### 4.7.10 Item 10: Helmet, Explosive EOD® 9, Olive Drab

##### 4.7.10.1 Description

The helmet must be engineered to provide superior protection against the threats of an explosive blast overpressure. The blast attenuating features of the helmet shall drastically reduce the risk and the level of injury incurred. The helmet and suit ensemble shall be engineered to offer a high level of balanced protection against the effects of overpressure, fragmentation, impact (blast induced accelerations/decelerations) and heat. It shall be designed to be worn comfortably to reduce user fatigue and increase operating times. The helmet shall provide the following functionality:

- 4.7.10.2 The helmet platform shall include an extensively adjustable comfort system, 4-point retention system, an on-board power supply, a shielded power supply (SPS), a remote control module, communications system compatibility, EOD breathing apparatus compatibility, and visor compatibility with built-in searchlights.
- 4.7.10.3 The helmet shall have an open faced multi-purpose platform design achieved through two interchangeable protective visors — one visor for EOD applications and one for the use of

a breathing apparatus.

- 4.7.10.4 The helmet shall be designed to provide a level of fire, ultraviolet, moisture and chemical protection.
- 4.7.10.5 For extensive fit customization, the helmet shall be supplied with a set of comfort liners and fit pads that will be hand washable
- 4.7.10.6 The helmet shall have comfort liners that attach easily to the impact liner.
- 4.7.10.7 The helmet pads shall be constructed from flame resistant foam and fabric.
- 4.7.10.8 The helmet shall use a retention system that integrates a chin and nape strap to provide four point comfort and stability.
- 4.7.10.9 To prevent lateral and front-to-back rolling of the helmet on the head, the retention system shall attach to the helmet shell at the temples and at two points at the nape, or an equivalent retention system
- 4.7.10.10 The ventilation system shall be low profile and have two low noise ventilation fans that are mounted on the rear of the helmet shell with internalized ducting of the airflow, or an equivalent ventilation system. This system shall provide air to the inside of the helmet at a rate of no less than 90 liters/minute in the normal mode and 110 liters/minute in turbo mode.
- 4.7.10.11 The helmet shall be equipped with an onboard power supply which shall be housed in a protective enclosure, made of high impact polycarbonate (or equivalent), to minimize exposure to the environment.
- 4.7.10.12 The onboard power supply shall be powered by no more than 8 AA batteries with a battery life of no less than 5 hours and 20 minutes, depending on the load.
- 4.7.10.13 The helmet shall be equipped with a remote control module that controls all of the functions of the helmet. The module shall have the capability of being worn on the wrist to allow the user easy access to the controls. It shall attach to the sleeve for convenient access.
- 4.7.10.14 The visor base shall be constructed from thermoformed polycarbonate and composite materials, or an equivalent.
- 4.7.10.15 The outer visor shall be constructed from thermoformed clear PMMA and fastened to the base, or equivalent.
- 4.7.10.16 The helmet shall have searchlights built into the top of the visor and plug into the jack on the side of the helmet. The lights will have the capability of being manually adjusted and operated from the remote control module.
- 4.7.10.17 The helmet shall be equipped with an alternate power supply that will increase operation time up to a least 8 hours. This system shall be powered by "C" batteries.
- 4.7.10.18 The helmet shall have the capability of fitting a head size of 6 3/8" to 8 1/4" or head circumference of 19.7" to 25.6".
- 4.7.10.19 The helmet shall be supplied with three comfort liners: small, medium and large.
- 4.7.10.20 The weight of the helmet shall not exceed 15 lbs.
- 4.7.10.21 The range of protection of the helmet shall be compliant with IMAS 10.30 Personal Protective Equipment in providing protection from frontal threats.
- 4.7.10.22 The helmet shall provide fragmentation and overpressure protection.
- 4.7.10.23 The helmet shall provide impact (acceleration/deceleration) protection.

4.7.10.24 The helmet, in combination with the suit, shall reduce over pressure to the ear by more than 80%, on average.

4.7.10.25 The color of the helmet shall be olive drab.

4.7.10.26 The helmet and suit must be purchased from the same company to insure compatibility.

Product No.: 1004797

Quantity: 2 Each

4.7.11 Item 11: EOD® 9, Breathing Apparatus (BA) Visor Kit

4.7.11.1 Description

The breathing apparatus visor kit shall provide the following functionality:

4.7.11.2 BA Visor with wiper and built-in searchlights

4.7.11.3 Visor Cover

4.7.11.4 Throat Microphone

4.7.11.5 Throat Strap

4.7.11.6 Anti-Scatch/Anti-Fog Visor Applicques (5)

Product No.: 1002928

Quantity: 2 Each

#### **4.8 PRODUCT LITERATURE**

The Successful bidder shall furnish one (1) complete set of product manuals and CDs per item that describes, in detail, the proper use of the items furnished under this Invitation for Bid (IFB).

#### **4.9 DELIVERY LOCATION**

All deliveries should be made to:

The City Of San Antonio EOC, Sgt. Jon Sarno, 8130 Inner Circle, San Antonio, Texas 78237. Delivery to a non-specified location will result in non-acceptance of the shipment by the City. All deliveries must be pre-arranged with Jon Sarno, Phone: 210- 207-0924, Email: [jon.sarno@sanantonio.gov](mailto:jon.sarno@sanantonio.gov) with a minimum 24-hour notification, NO EXCEPTIONS.

## 005 - SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term.

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

### 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 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 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.

### 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 "FIRE/EOC EOD SUITS AND MODULAR COMPONENTS" 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:

TYPE	AMOUNTS
1. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

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.~~

~~twelve (12)~~  
 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.

Incorporation of Attachments.

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

- Attachment A- Price Schedule
- Attachment B-City of San Antonio Small Business Economic Development Advocacy (SBEDA) Program Utilization
- Attachment C- Non-Discrimination Ordinance
- Attachment D- Supplemental Information Related to State of Texas Conflict of Interest Requirement
- Attachment E- City of San Antonio Veteran-Owned Small Business Preference Program (VOSBPP)  
Ordinance Language & Tracking Form
- Attachment F- Small Business Economic Development Advocacy (SBEDA) Program Language

## 006 - GENERAL TERMS & CONDITIONS

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

### Delivery of Goods/Services.

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

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

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

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

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

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

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

### Invoicing and Payment.

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

### Information Required On Invoice.

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

based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

#### Payment by City.

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

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

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

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

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

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

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

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

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

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

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

#### Termination.

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



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

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

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

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

## **INDEMNIFICATION.**

**VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.**

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

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

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

## Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (“Documents”), and shall make such Documents available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

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

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

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

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

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

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

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

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

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

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

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

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

007 - SIGNATURE PAGE

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

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

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

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

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

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

Bidder Information

Please Print or Type

Vendor ID No.	<u>FEIN: 201942573</u>
Signer's Name	<u>CINDY LEVI</u>
Name of Business	<u>MED-ENG, LLC</u>
Street Address	<u>103 TULLOCH DRIVE</u>
City, State, Zip Code	<u>OGDENSBURG, NY 13669 USA</u>
Email Address	<u>med-engsales@safariland.com</u>
Telephone No.	<u>613-482-8835</u>
Fax No.	<u>613-482-4991</u>
City's Solicitation No.	<u>6100006217</u>



Signature of Person Authorized to Sign Bid

## 008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**009 - ATTACHMENTS**

**ATTACHMENT A - PRICE SCHEDULE**

Shipping and freight charges should be included in quoted price.

<b>ITEM 1</b>	Core Kit for TAC 6 OD /Ordnance Disposal – Green (Size: Large Regular),as specified herein		
Description	Estimated Quantity	Net Unit Price	Extended Price (Quantity x Net Unit Price)
1.1 Shoulder Protector  Manufacturer Name: <u>Med-Eng</u> Product No.: <u>4977250</u> Warranty: <u>1</u> (# of Years)	2 EACH	\$ 1,070.00	\$ 2,140.00
1.2 Cummberbund/Suspenders  Manufacturer Name: <u>Med-Eng</u> Product No.: <u>4977296</u> Warranty: <u>1</u> (# of Years)	2 EACH	\$ 611.00	\$ 1,222.00
1.3 Ballistic Shorts  Manufacturer Name: <u>Med-Eng</u> Product No.: <u>4970633</u> Warranty: <u>1</u> (# of Years)	2 EACH	\$ 842.00	\$ 1,684.00
1.4 Thigh Protectors  Manufacturer Name: <u>Med-Eng</u> Product No.: <u>4977305</u> Warranty: <u>1</u> (# of Years)	2 EACH	\$ 1,153.00	\$ 2,306.00
1.5 Lower Leg Protectors  Manufacturer Name: <u>Med-Eng</u> Product No.: <u>4970659</u> Warranty: <u>1</u> (# of Years)  Delivery: <u>96</u> (# of Days)	2 EACH	\$ 1,023.00	\$ 2,046.00
<b>TOTAL</b>		<b>\$ 9,398.00</b>	

<b>ITEM 2</b>		Full Sleeve TAC 6 – OD, Green (Size: Large–Regular), as specified herein		
Description		Estimated Quantity	Net Unit Price	Extended Price (Quantity x Net Unit Price)
Manufacturer Name: <u>Med-Eng</u> Product No.: <u>4977281</u> Warranty: <u>1</u> (# of Years) Delivery: <u>96</u> (# of Days)		2 Each	\$ 1,270.00	\$ 2,540.00
			<b>TOTAL</b>	\$ 2,540.00

<b>ITEM 3</b>		Modular Sleeves TAC 6, OD- Green (Size: Large Regular) ,as specified herein		
Description		Estimated Quantity	Net Unit Price	Extended Price (Quantity x Net Unit Price)
Manufacturer Name: <u>Med-Eng</u> Product No.: <u>4977269</u> Warranty: <u>1</u> (# of Years) Delivery: <u>96</u> (# of Days)		2 Each	\$ 1,773.00	\$ 3,546.00
			<b>TOTAL</b>	\$ 3,546.00



<b>ITEM 4</b>		EOD® Level Plate TAC 6 OD, - Green (Size: Regular), as specified herein		
Description		Estimated Quantity	Net Unit Price	Extended Price (Quantity x Net Unit Price)
Manufacturer Name: <u>Med-Eng</u> Product No.: <u>4977320</u> Warranty: <u>1</u> (# of Years) Delivery: <u>96</u> (# of Days)		2 Each	\$ 2,385.00	\$ 4,770.00
			<b>TOTAL</b>	\$ 4,770.00

<b>ITEM 5</b>		TAC Vest, Olive Drab (Size: Large), as specified herein		
Description		Estimated Quantity	Net Unit Price	Extended Price (Quantity x Net Unit Price)
Manufacturer Name: <u>Med-Eng</u> Product No.: <u>4129961</u> Warranty: <u>1</u> (# of Years) Delivery: <u>96</u> (# of Days)		2 Each	\$ 1,529.00	\$ 3,058.00
			<b>TOTAL</b>	\$ 3,058.00

<b>ITEM 6</b>	Helmet, PASGT- Olive Green (Universal Size), as specified herein		
Description	Estimated Quantity	Net Unit Price	Extended Price (Quantity x Net Unit Price)
Manufacturer Name: <u>Med-Eng</u> Product No.: <u>5078975</u> Warranty: <u>1</u> (# of Years) Delivery: <u>96</u> (# of Days)	2 Each	\$ 444.00	\$ 888.00
		<b>TOTAL</b>	\$ 888.00

<b>ITEM 7</b>	Visor System, EOD® 09 TAC-450, as specified herein		
Description	Estimated Quantity	Net Unit Price	Extended Price (Quantity x Net Unit Price)
Manufacturer Name: <u>Med-Eng</u> Product No.: <u>4974930</u> Warranty: <u>1</u> (# of Years) Delivery: <u>96</u> (# of Days)	2 Each	\$ 558.00	\$ 1,116.00
		<b>TOTAL</b>	\$ 1,116.00

ITEM 8		Suit EOD® 9, Enhanced OD, Olive Drab (Size: Medium), as specified herein		
Description		Estimated Quantity	Net Unit Price	Extended Price (Quantity x Net Unit Price)
Manufacturer Name: <u>Med-Eng</u> Product No.: <u>1004413</u> Warranty: <u>1</u> (# of Years) Delivery: <u>96</u> (# of Days)		1 Each	\$ 16,319.00	\$ 16,319.00
			<b>TOTAL</b>	\$ 16,319.00

ITEM 9		Suit EOD® 9 Enhanced, OD, Olive Drab (Size Large), as specified herein		
Description		Estimated Quantity	Net Unit Price	Extended Price (Quantity x Net Unit Price)
Manufacturer Name: <u>Med-Eng</u> Product No.: <u>1003021</u> Warranty: <u>1</u> (# of Years) Delivery: <u>96</u> (# of Days)		1 Each	\$ 16,849.00	\$ 16,849.00
			<b>TOTAL</b>	\$ 16,849.00

<b>ITEM 10</b>		Helmet, Explosive EOD® 9, Olive Drab, as specified herein		
Description		Estimated Quantity	Net Unit Price	Extended Price (Quantity x Net Unit Price)
Manufacturer Name: <u>Med-Eng</u> Product No.: <u>1004797</u> Warranty: <u>1</u> (# of Years) Delivery: <u>96</u> (# of Days)		2 Each	\$ 9,543.00	\$ 19,086.00
			<b>TOTAL</b>	\$ 19,086.00

<b>ITEM 11</b>		EOD® 9, Breathing Apparatus (BA) Visor Kit, as specified herein		
Description		Estimated Quantity	Net Unit Price	Extended Price (Quantity x Net Unit Price)
Manufacturer Name: <u>Med-Eng</u> Product No.: <u>1002898</u> Warranty: <u>1</u> (# of Years) Delivery: <u>96</u> (# of Days)		2 Each	\$ 1,916.00	\$ 3,832.00
			<b>TOTAL</b>	\$ 3,832.00

Please complete the following:

Prompt Payment Discount: 0 % 0 days.

Payment terms Net 30 days

**ATTACHMENT B**

**CITY OF SAN ANTONIO SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY  
(SBEDA) PROGRAM UTILIZATION PLAN**

(Posted as a separate document)



## CITY OF SAN ANTONIO SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

SOLICITATION NAME: *Tactical Equipment for SWAT*

RESPONDENT NAME: Med-Eng, LLC is the OEM and Respondent

SOLICITATION API: *None*

API REQUIREMENTS: *None*

Enter Respondent's (Prime) proposed contract participation level. Leave blank for revenue generating contracts.

	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 #:	
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 C**

### **NON-DISCRIMINATION ORDINANCE**

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 D

### SUPPLEMENTAL INFORMATION RELATED TO THE STATE OF TEXAS CONFLICT OF INTEREST REQUIREMENT

The Instructions to Bidders section of this document provides information pertaining to a requirement to file the State of Texas Conflict of Interest Questionnaire (Form CIQ) required by Chapter 176 of the Texas Local Government Code. The Form CIQ is available from the Texas Ethics Commission at:

<http://www.ethics.state.tx.us/forms/CIQ.pdf>

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

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

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

## OFFICE USE ONLY

Date Received

**1 Name of person who has a business relationship with local governmental entity.**

Not Applicable

**2**  **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3 Name of local government officer with whom filer has employment or business relationship.**

Not Applicable (N/A)

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date



**CONFLICT OF INTEREST QUESTIONNAIRE ADDENDUM FORM CIQ-A**  
**For vendor or other person doing business with local governmental entity**

Completed Conflict of Interest Questionnaires and Conflict of Interest Questionnaire Addenda are to be submitted by all individuals and/or entities who seek to do business with the City of San Antonio. Completed Forms shall be filed with the City Clerk no later than the 7th business day after the date the person/entity: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City.

A CIQ and CIQ Addendum are required to be filed for **EACH** solicitation submitted, and are required to be submitted together.

**1 Name of person who has or is seeking to have a business relationship with the City of San Antonio.**

**2 Name of Company that has or is seeking to have a business relationship with the City of San Antonio.**

MED-ENG, LLC

**2a Business Contact information for Company listed above.**

Business Address: 103 TULLOCH DRIVE, OGDENSBURG, NY 13669 USA

Phone: 613-482-8835

Email: med-engsales@safariland.com

**3 Bid Name or Description of Service**

IFB NO.: 6100006217

**4 Printed name of person doing business with the City of San Antonio (same as denoted on Box 4 of Form CIQ).**

FORM CIQ IS NOT APPLICABLE TO MED-ENG, LLC

Completed Conflict of Interest Questionnaires and Addenda should be mailed or hand-delivered separately from the solicitation (bid) to one of the following addresses:

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

Physical Address: **Office of the City Clerk**  
**City Hall, 2nd Floor**  
**100 Military Plaza**  
**San Antonio, TX 78205**

Print Form

**ATTACHMENT E**

**VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) LANGUAGE  
AND FORM**

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.

**VETERAN-OWNED SMALL BUSINESS PROGRAM TRACKING FORM**

(Posted as a separate document)

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

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**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: IFB NO.: 6100006217

Name of Respondent:	MED-ENG, LLC	
Physical Address:	103 TULLOCH DRIVE	
City, State, Zip Code:	OGDENSBURG, NY 13669 USA	
Phone Number:	613-482-8835	
Email Address:	med-engsales@safariland.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	<input checked="" type="radio"/> No
Name of <b>SUBCONTRACTOR</b> Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is <b>SUBCONTRACTOR</b> 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 <b>SUBCONTRACTOR</b> 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 <b>SUBCONTRACTOR</b> as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount		

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

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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:

MED-ENG, LLC

\_\_\_\_\_  
(Print Name) Authorized Representative of Bidder/Respondent



\_\_\_\_\_  
(Signature) Authorized Representative of Bidder/Respondent

CONTRACTS ADMINISTRATOR

\_\_\_\_\_  
Title

AUGUST 27, 2015

\_\_\_\_\_  
Date

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

**ATTACHMENT F**

**SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCAY (SBEDA) PROGRAM LANGUAGE**

(Posted as a separate document)