

ORDINANCE 2020-12-17-0915

APPROVING A CONTRACT WITH INTERTECH SECURITY, LLC, DBA INTERTECH CI, TO PROVIDE FOR THE PURCHASE AND INSTALLATION OF ELECTRONIC SECURITY SYSTEMS, VIDEO SYSTEMS AND ACCESS CONTROL SYSTEMS, AS WELL AS PREVENTIVE MAINTENANCE, AT VARIOUS CITY FACILITIES FOR AN ESTIMATED ANNUAL COST OF \$4.6 MILLION. NO FUNDS WILL BE ENCUMBERED BY THIS ORDINANCE WHICH PROVIDES FOR THE PROCUREMENT OF SPECIFIED GOODS AND SERVICES AS NEEDED, BASED UPON THE DEPARTMENT'S AVAILABLE BUDGET. FUNDING SOURCES MAY INCLUDE, BUT ARE NOT LIMITED TO, CAPITAL FUNDS, OPERATING BUDGETS, AND GRANTS AS AUTHORIZED BY CITY COUNCIL.

\* \* \* \* \*

**WHEREAS**, submitted for Council consideration and action is the proposal from Intertech Security, LLC, dba Intertech Ci, to provide for the purchase, installation and preventive maintenance of electronic security systems, video systems and access control systems at various City facilities; and

**WHEREAS**, the City operates a variety of facilities which require the services of a qualified security systems integrator that is authorized by equipment manufacturers to resell, install and service specifically branded equipment that will integrate with the City's current security infrastructure; and

**WHEREAS**, the City issued a Request for Proposals (RFP) for "Citywide Security Systems Installation & Support" on March 23, 2020 with a submission deadline of May 8, 2020; and

**WHEREAS**, three proposals were received and evaluated; and

**WHEREAS**, Intertech Security, LLC, dba Intertech Ci, is recommended for contract award based on the City's standard RFP evaluation process; and

**WHEREAS**, approval of this contract will provide for the necessary equipment and services required to ensure the safety and security of the City's employees and physical assets for an initial term of three (3) years beginning on the date approved by City Council and includes the option for the City to renew for two (2) additional, one (1) year renewal periods; and

**WHEREAS**, all expenditures will be in accordance with the applicable fiscal year's budget approved by City Council; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The contract with Intertech Security, LLC, dba Intertech Ci, to provide Citywide security systems installation and support for an estimated annual cost of \$4.6 million, for a three-year period with the option for the City to renew for two (2) additional, one (1) year renewal periods, is hereby approved, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. The City Manager or designee, or the Chief Information Officer or designee, are hereby authorized to execute the contract which is attached hereto and incorporated herein for all purposes as **Exhibit I**.

**SECTION 2.** Funds will be encumbered upon issuance of purchase orders, and payment is authorized to Intertech Security, LLC, dba Intertech Ci, for an estimated annual cost of \$4.6 million. All expenditures will be in accordance with the Fiscal Year 2021 budget, and such other appropriations necessary to fund the contract through its term as evidenced by subsequent ordinances.

**SECTION 3.** This ordinance is effective immediately upon passage by eight or more affirmative votes; otherwise, it is effective on the tenth day after passage.

**PASSED AND APPROVED this 17<sup>th</sup> day of December, 2020.**

  
**M A Y O R**  
Ron Nirenberg

**ATTEST:**

  
\_\_\_\_\_  
Tina J. Flores, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Andrew Segovia, City Attorney



# City of San Antonio

## City Council

December 17, 2020

**Item: 7**

**Enactment Number:**

**File Number: 20-6971**

**2020-12-17-0915**

Ordinance approving a contract with Intertech Security, LLC, dba Intertech Ci, to provide for the purchase and installation of electronic security systems, video systems and access control systems, as well as preventive maintenance, at various City facilities for an estimated annual cost of \$4.6 million. No funds will be encumbered by this ordinance which provides for the procurement of specified goods and services as needed, based upon the department's available budget. Funding sources may include, but are not limited to, Capital Funds, Operating Budgets, and Grants as authorized by City Council. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]

Councilmember John Courage made a motion to approve. Councilmember Manny Pelaez seconded the motion. The motion passed by the following vote:

**Aye:** 11 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia, Gonzales, Cabello Havrda, Sandoval, Pelaez, Courage and Perry

LC  
12/17/20  
Item No. 7

# Exhibit I

**INTEGRATION AGREEMENT  
FOR  
CITYWIDE SECURITY SYSTEMS INSTALLATION & SUPPORT  
REQUEST FOR PROPOSAL (“RFP”)  
NO. 6100012391**

This Agreement is entered into by and between the **City of San Antonio**, Texas, a home-rule municipal corporation (“City”) acting by and through its Chief Information Officer or designee (“CIO”), pursuant to Ordinance No. \_\_\_\_\_ passed and approved on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”), and **Intertech Security, LLC dba Intertech Ci** (“Intertech” or “Contractor”). City and Contractor may be referred to herein collectively as the “Parties”.

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

**1.0 CONTRACT DOCUMENTS**

The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below:

- a. This Integration Agreement;
- b. City’s RFP No. 6100012391, including all exhibits, attachments and addendums thereto (Exhibit A);
- c. Contractor’s Best and Final Offer (BAFO) Price Schedule (Exhibit B); and
- d. Contractor’s Proposal in response to RFP No. 6100012391 (Exhibit C).

**2.0 TERM**

- 2.1 Original Contract Term. This contract shall begin upon the Effective Date of the ordinance awarding the contract and shall remain in full force and effect for a three (3) year period.
- 2.2 Renewals. At City’s option, this contract may be renewed under the same terms and conditions for two (2), additional one (1) year periods. Renewals shall be in writing and signed by CIO, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefor.
- 2.3 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City’s budget periods, and any additional contract period beyond the initial term set forth in 2.1 is subject to and contingent upon subsequent appropriation.

**3.0 COMPENSATION TO CONTRACTOR**

- 3.1 In consideration of Contractor’s performance in a satisfactory and efficient manner, as determined solely by CIO, of all services and activities set forth in this Agreement, City agrees to pay Contractor in accordance with accordance **Exhibit B**, BAFO Price Schedule.

- 3.2 Contractor shall submit invoices to City upon completion of services, or monthly, in a form acceptable to City, which City shall pay within 30 days of receipt and approval by CIO. Invoices shall be submitted to: City of San Antonio, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976, with a copy to City of San Antonio, ITSD, P.O. Box 839966, San Antonio, Texas 78283-3966.
- 3.3 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 Contractor about the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.
- 3.4 The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Contractor 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.
- 3.5 No additional fees or expenses of Contractor shall be charged by Contractor nor be payable by City. The parties hereby agree that all compensable expenses of Contractor have been provided for in the total payment to Contractor as specified in section 3.1 above. Total payments to Contractor cannot exceed that amount set forth in section 3.1 above, without prior approval and agreement of all parties, evidenced in writing. City shall not be obligated or liable under this Agreement to any party, other than Contractor, for the payment of any monies or the provision of any goods or services.

#### 4.0 NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City of San Antonio  
ITSD  
P.O. Box 839966  
San Antonio, Texas 78283-3966

If intended for Contractor, to:

Intertech Security, LLC  
1501 Preble Ave  
Pittsburgh, PA 15233

With copy to:

City of San Antonio

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

## 5.0 TERMINATION

- 5.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article 2. Term, or earlier termination pursuant to any of the provisions hereof.
- 5.2 Termination Without Cause. This Agreement may be terminated by City without cause upon (60) calendar days' or (2) months written notice, which notice shall be provided in accordance with Article 4. Notice.
- 5.3 Termination-Breach. Should Contractor fail to fulfill in a timely and proper manner, as determined solely by the CIO, 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 Contractor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Contractor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice, which notice shall be provided in accordance with Article 4 Notice, to Contractor specifying the matters in default and the cure period. If Contractor 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 Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor. The occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:
- 5.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article 6. Assignment and Subcontracting; or
- 5.3.2 Any material breach of the terms of this Agreement, as determined solely by City.
- 5.4 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.
- 5.5 Regardless of how this Agreement is terminated, Contractor shall effect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Contractor, or provided to Contractor, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Contractor in accordance with the Records Retention provisions set out in **Exhibit A**, City's RFP. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Contractor's sole cost and expense. Payment of compensation due or to become due to Contractor is conditioned upon delivery of all such documents, if requested by City.
- 5.6 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Contractor shall submit to City its claims, in detail, for the monies

owed by City for services performed under this Agreement through the effective date of termination. Failure by Contractor to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a **Waiver** by Contractor of any and all right or claims to collect moneys that Contractor may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

- 5.7 Upon the effective date of expiration or termination of this Agreement, Contractor shall cease all operations of work being performed by Contractor or any of its subcontractors pursuant to this Agreement.
- 5.8 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Contractor for any default hereunder or other action.

#### **6.0 ASSIGNMENT AND SUBCONTRACTING**

- 6.1 Contractor shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Contractor. Contractor, its employees or its subcontractors shall perform all necessary work.
- 6.2 It is City's understanding and this Agreement is made in reliance thereon, that Contractor intends to use subcontractors for cable and conduit installation in the performance of this Agreement.
- 6.3 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Contractor. City shall in no event be obligated to any third party, including any subcontractor of Contractor, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the CIO.
- 6.4 Except as otherwise stated herein, Contractor may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of CIO. As a condition of such consent, if such consent is granted, Contractor shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Contractor, assignee, transferee or subcontractor.
- 6.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Contractor assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Contractor shall thereupon cease and terminate, in accordance with Article 5. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Contractor shall in no event release Contractor from any obligation under the terms of this Agreement, nor shall it relieve or release Contractor from the payment of any damages to City, which City sustains as a result of such violation.

#### **7.0 AMENDMENTS**

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Contractor. CIO shall have authority to execute amendments on behalf of the City without further action by the San Antonio City Council, subject to and contingent upon

appropriation of funds for any increase in expenditures by the City.

## **8.0 SEVERABILITY**

If any clause or provision of this Agreement 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 Agreement 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 Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement 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.

## **9.0 PARTIES BOUND**

This Agreement 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.

## **10.0 CAPTIONS**

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

## **11.0 PROHIBITED CONTRIBUTIONS**

- 11.1 Contractor acknowledges that City Code Section 2-309 provides that any person acting as a legal signatory for a proposed contractual relationship that applies for a "high-profile" discretionary contract, as defined by the City of San Antonio Contracting Policy and Process Manual, may not make a campaign contribution to any councilmember or candidate at any time from the time the person submits the response to the Request for Proposal (RFP) until 30 calendar days following the contract award. Contractor understands that if the legal signatory entering the contract has made such a contribution, the City may not award the contract to that contributor or to that contributor's business entity. Any legal signatory for a proposed high-profile contract must be identified within the response to the RFP, if the identity of the signatory will be different from the individual submitting the response.
- 11.2 Contractor acknowledges that the City has identified this Agreement as high profile.
- 11.3 Contractor warrants and certifies, and this Agreement is made in reliance thereon, that the individual signing this Agreement has not made any contributions in violation of City Code section 2-309, and will not do so for 30 calendar days following the award of this Agreement. Should the signor of this Agreement violate this provision, the City Council may, in its discretion, declare this Agreement void.

## **12.0 INTERLOCAL PARTICIPATION**

- 12.1 Parties agree this contract is open to cooperative purchasing by other governmental entities or purchasing cooperatives ("Entity"). At City's sole discretion and option, City may inform other

Entities that they may acquire items or services listed in this Agreement. Such acquisition(s) shall be at the prices stated in this Agreement and shall be subject to Contractor's acceptance.

- 12.2 In no event shall City be considered a dealer, remarketer, agent or other representative of Contractor or Entity. Further, City shall not be considered and is not an agent, partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.
- 12.3 Entity purchase orders shall be submitted directly to Contractor by the Entity.
- 12.4 Contractor authorizes City's use of Contractor's name, trademarks and Contractor provided materials in City's presentations and promotions regarding the availability of use of this contract. City makes no representation or guarantee as to any minimum amount being purchased by Entity, or whether Entity will purchase utilizing City's contract.
- 12.5 CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEMS OR SERVICES ORDERED BY AN ENTITY OTHER THAN CITY.

### 13.0 ENTIRE AGREEMENT

This Agreement, together with its 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 Agreement shall be deemed to exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

**EXECUTED** and **AGREED** to as of the dates indicated below. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

**CITY OF SAN ANTONIO**

**INTERTECH SECURITY, LLC**

\_\_\_\_\_



Name: \_\_\_\_\_

Name: Ronald M. Petnuch

Title: \_\_\_\_\_

Title: Chief Executive Officer

Date: \_\_\_\_\_

Date: 10/30/2020

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

CITY OF SAN ANTONIO  
INFORMATION TECHNOLOGY SERVICES DEPARTMENT



REQUEST FOR PROPOSAL  
("RFP")  
For  
CITYWIDE SECURITY SYSTEMS INSTALLATION & SUPPORT  
(RFP 20-029), RFX# 6100012391

Release Date: Monday, March 23, 2020  
Proposals Due: Friday, May 8, 2020

This solicitation has been identified as High-Profile.

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PROHIBITED CAMPAIGN CONTRIBUTIONS

**Notice Regarding Prohibition on Campaign or Officeholder Contributions for Individuals and Entities Seeking High-Profile Contracts.** Under Section 2-309 of the Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections beginning on the \*10th business day after a contract solicitation has been released through the 30<sup>th</sup> calendar day following the approval by City Council ("black out" period):

- (1) Any individual seeking a high-profile contract;
- (2) Any owner, officer, officer of board, and executive committee member of an entity seeking a high-profile contract, excluding board officers and executive committee members of 501 (c)(3), 501(c)(4) and 501 (c)(6) non-profit organizations not created or controlled by the City whose board service is done strictly as a volunteer with no financial compensation and no economic gain from the non-profit entity;
- (3) The legal signatory of the high-profile contract;
- (4) Any attorney, lobbyist or consultant hired or retained to assist the individual or entity in seeking a high-profile contract;
- (5) Subcontractors hired or retained to provide services under the high-profile contract; and
- (6) Any first-degree member of the household of any person listed in (1), (2), (3) or (5) of this subsection.

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

***\*For this solicitation, the first day contributions are prohibited is Monday, April 6, 2020.  
The first day contributions may be made is the 31st day after the contract approved at a City Council "A" Session.***

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RESTRICTIONS ON COMMUNICATIONS

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

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

Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

For additional information, see the section of this RFP entitled "Restrictions on Communication".

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## 003 - BACKGROUND

The City of San Antonio (CoSA) operates a variety of facilities which require security system(s) services to be installed, maintained and serviced by an experienced and qualified Security Systems Integration contractor. Security system services are currently provided through the Identiv Group; formally known as Hirsch Electronics.

## 004 - SCOPE OF SERVICE

### 4.1 STANDARD REQUIREMENT

Prices for labor and mark-up percentages shall remain firm for the duration of the contract.

### 4.2 BRIEF DESCRIPTION OF SERVICES

CoSA is seeking experienced and qualified Security System Integration Respondent(s) to provide access control, video surveillance, intrusion alarm system installations, preventative maintenance, and service at various CoSA facilities. Respondents shall provide the following services including, but not limited to, providing security systems service for buildings, facilities, and grounds; for employees, visitors, customers, and vendors; emergency response, access control, technology control station monitoring, and other related security system services.

### 4.3 PREFERRED REQUIREMENTS

Respondent must meet the following minimum requirements in order to submit a proposal. Respondent's Proposal will be deemed non-responsive to the extent that it does not meet the minimum requirements.

- 4.3.1 Respondent shall be licensed to operate as a security services contractor (a Company License as defined by Texas Occupations Code Chapter 1702, the Private Security Act) by the Texas Department of Public Safety as an Alarm Systems Company;
- 4.3.2 Respondent shall be an established firm that has at least five years of experience in providing services;
- 4.3.3 Respondent shall have provided these types of services within the past three years;
- 4.3.4 City prefers Respondents have experience providing the specified services for a minimum of three pre-existing contracts;
- 4.3.5 Respondent shall provide a program manager licensed by the Texas Department of Public Safety as an alarm system installer.
- 4.3.6 Respondent shall provide an application engineer, a project manager, and installation and service technicians licensed by the Texas Department of Public Safety as an Alarm Systems Installer.

### 4.4 GENERAL REQUIREMENTS

- 4.4.1 All data cabling shall be installed by Panduit certified installation technicians.
- 4.4.2 City has a significant amount of Hirsch products; therefore, Respondent shall be an authorized Hirsch reseller and installer. Respondent shall provide City 30 days or more notice if the vendor is no longer an authorized Hirsch reseller.
- 4.4.3 Awarded Respondent shall provide a deliverables-based Statement of Work (SOW) for each project that will be attached to the Master Contract.
- 4.4.4 Parts costs shall include miscellaneous incidentals.
- 4.4.5 Labor rate shall include fuel fees and all travel associated costs for completing the job.
- 4.4.6 Respondent shall provide one copy yearly, of the manufacturer's catalog for each manufacturer for

- which a proposal is submitted.
- 4.4.7 The work included in these specifications including all labor, materials, tools, equipment and possible outside services (i.e. subcontractor) necessary to perform and complete each project, is the sole responsibility of the Respondent.
  - 4.4.8 Maintenance work is work that is necessary to keep the equipment in proper condition. It is work performed in a routine, scheduled, or anticipated fashion as necessary to keep the equipment working in its existing state, i.e., preventing its failure or decline. Maintenance does not include total replacement of a system, nor does it include work to install and test equipment in new construction.
  - 4.4.9 Repair work goes beyond maintenance and is usually performed to return something to operational use, rather than to keep it operating. Repair work for City equipment can only be done with written City approval. If requested by the designated Department Manager. Respondent shall provide a quote, using the hourly rates established herein, for the repair work. Parts supplied for repair work will be paid to the Respondent in accordance with the percentage markup indicated on the price schedule. Respondent shall only proceed with the additional work after receipt of purchase order by City. City will not pay for any unauthorized parts or labor charges. Respondent must submit invoices with a copy of the written Purchase Order supplied by the Department for which services are provided. Such invoices shall have the language REPAIR indicated thereon.

#### **4.5 CRIMINAL BACKGROUND CHECKS**

- 4.5.1 Contractor is responsible for assessing risk and maintaining effective background check policy and procedures for all employees, staff and subcontractors responsible for performing services under this contract. Contractor shall retain all employee records, including any criminal background checks, for the retention period stated in section 005 - Terms and Conditions..
- 4.5.2 Successful Bidder shall not assign any employee who has been charged with, served deferred adjudication or probation for, or been convicted of a crime in this or any other state or under federal law, other than minor traffic offenses, to work under this contract.
- 4.5.3 Criminal Justice Information Services (CJIS). Contractor will be providing services under this contract for facilities with access to CJIS. Persons with any of the criminal histories shown below are not allowed unescorted access to CJIS Facilities. Since City staff may not be available to provide escorted access, Contractor's employees providing services to CJIS facilities must pass this criminal background check to provide services in these locations.
  - a) Felony conviction – permanent disqualifier
  - b) Felony deferred adjudication – permanent disqualifier
  - c) Class A misdemeanor conviction – permanent disqualifier
  - d) Class A misdemeanor deferred adjudication – permanent disqualifier
  - e) Class B misdemeanor conviction – disqualifier for ten (10) years
  - f) Class B misdemeanor deferred adjudication – disqualifier for ten (10) years
  - g) Open arrest for any criminal offense (felony or misdemeanor) – disqualifier until disposition
  - h) Family violence conviction – permanent disqualifier
- 4.5.4 CJIS Facilities. CJIS Facilities within this contract are: Emergency Dispatch Center (PSAP), Emergency Operations Center (EOC), Frank Wing Building (Municipal Courts), Police Training Academy, Public Safety Headquarters (PSHQ), and SAPD Property & Evidence Facility, six SAPD Substations, SAPD Park Police HQ, SAPD Airport Police HQ, SAPD Magistrate Detention, TAGi, HIDTA, Municipal Records Facility, SAPD Helicopter Operations, SAPD Foot and Bike Patrol, and SAPD Internal Affairs.
- 4.5.5 Security Addendum for Criminal Justice Information Services (CJIS). Contractor will be required to provide services to City departments that perform criminal justice services. Criminal Justice Agencies, such as the San Antonio Police Department, are required to comply with the security

requirements managed by the Federal Bureau of Investigations (FBI) and state agencies, such as the Texas Department of Public Safety. The Federal Criminal Justice Information Services Security Policy applies to every individual, Contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity with access to, or who operate in support of, criminal justice services and information. Agency shall comply with the Policy and shall execute the CJIS Security Addendum attached to this agreement. Contractor's employees or agents who are subject to the Policy will be required to sign a Contractor Employee Certification and be finger printed. All costs associated with compliance of the CJIS Policy shall be borne by the Contractor. Contractor shall comply with any changes made to the security requirements by law. Refer to Attachment H – CJIS Addendum.

- 4.5.6 Contractor shall ensure Contractor's employees make an appearance at the ID Unit at SAPD Headquarters at 315 S. Santa Rosa, San Antonio, Texas to fill out and submit a Fingerprint Application Form to initiate a background check. Contractor shall ensure Contractor's employees pass a criminal background check and complete CJIS Level 1 Training prior to starting work at CJIS Facilities under this contract.

**4.6 SERVICES REQUIRED**

Respondent shall provide the following services including, but not limited to, providing security services for: buildings, facilities, and grounds; for employees, visitors, customers, and vendors; emergency response; access control; technology control station monitoring; and other related security services.

Respondent must be able to deploy staff to any CoSA facility identified within four hours of a service call. For example, if CoSA identifies a need for service at 11:00 a.m., Respondent must have sufficient staffing capability to provide a security technician at the requested CoSA site by 3:00 p.m. the same day.

Refer to Table 1A and 1B below for a detailed breakdown of estimated hours per week and estimated hours per year by position.

**Table 1A: Detailed Breakdown of Estimated Hours Per Week (HPW) by Type**

Senior (Lead) Installation Technician	1 ea	40
Installation/Service Technician	4 ea	160
Project Manager	1 ea	40
Program Manager	1 ea	20
Application Engineer	1 ea	20
Total Hours		280

**Table 1B: Detailed Breakdown of Estimated Hours Per Year (HPY) by Type**

Senior (Lead) Technician	2,180
Installation/Service Technician	8,400
Project Manager	2,180
Program Manager	1,140
Application Engineer	1,140
Total Hours	15,040

**4.7 RESPONDENT RESPONSIBILITIES**

- 4.7.1 Respondent shall furnish all labor, technician-specific equipment, uniforms and transportation – including three service vehicles. Respondent shall also establish and maintain an accurate timekeeping and payroll system to ensure that personnel are paid in accordance with the contract. Respondent will supply, at its sole expense, all required technician-specific equipment (such as uniforms). Respondent shall also supply administrative supplies and equipment not specifically dedicated to CoSA or this agreement. However, Respondent may use CoSA equipment, office supplies, and materials whose use is exclusively for the benefit of CoSA in the fulfillment of Respondent's obligations under this agreement. This includes reasonable access to telephones, facsimile machines, lavatories, office space, desks, chairs, and other supplies that are used exclusively in conjunction with security services for CoSA, provided access to such resources does not chronically or unreasonably interfere with the transaction of CoSA's business. Respondent is strictly prohibited from using such resources for non-CoSA-related purposes, including personal use or servicing of other accounts. All work must be in compliance with the current applicable codes.
- 4.7.2 Respondent shall ensure its employees do not reproduce, transmit or remove records, files, documents, or drawings related to CoSA's business without the written consent of CoSA, and shall not disclose to any persons, or another business entity, any information obtained from a direct or indirect conversation without the written approval of CoSA. Respondent shall hold all such information in trust and confidence for CoSA.
- 4.7.3 Respondent shall comply with the Immigration Reform and Control Act of 1986 (IRCA). All employees assigned to this agreement shall have had their identity and eligibility for work properly verified by the Respondent.
- 4.7.4 Respondent shall ensure its employees shall meet high standards of appearance and demeanor and shall at all times treat employees and visitors of CoSA with the utmost courtesy and respect. CoSA shall be the sole judge.
- 4.7.5 Respondent shall ensure that all service logs and preventative maintenance reports shall be submitted to CoSA in accordance with the schedule set by the Contract Administrator. Respondent shall notify CoSA of hazards, safety violations or other conditions that pose an unsafe condition.
- 4.7.6 Respondent will establish and maintain for the duration of the contract, basic and annual training programs. An annual training plan and report must be submitted to the Contract Administrator.
- 4.7.7 In the event CoSA determines a situation is an emergency, within 2 hours, Respondent shall be required to provide Security Technician response. Respondent must be able to provide this response staffing increment at each of CoSA's facilities identified in the scope of work. In the event Respondent cannot provide the requested Security Technicians in the time limits specified, Respondent may use a licensed Security Respondent to subcontract for the additional personnel. All Security Technicians provided under this situation shall present documentation verifying the minimum certifications, license, and training to the Respondent. CoSA reserves the right to verify the license, certifications and qualifications of any subcontractor and any assigned Security Technician. In the event Respondent cannot provide the requested Security Technicians, City reserves the right to enter into an agreement with another Respondent to provide the additional Security Technicians and charge Respondent the difference in cost.

#### **4.8 MANAGEMENT REVIEWS AND REPORTS**

- 4.8.1 Monthly Meeting: This meeting between the Respondent's Project Manager and CoSA Security Management tracks status of projects, budgets, end user training, access control system tests and audits, video surveillance system tests, service call reports, preventative maintenance logs, response to emergencies, and other information that may impact CoSA's security or the quality of service provided by the Respondent.

- 4.8.2 Quarterly Meeting: This meeting between the Respondent's Program Manager and CoSA Security Management tracks status of contract compliance, progress of projects, budgets, technical training, pre-employment background verifications, service call reports, preventative maintenance logs, response to emergencies, affidavits certifying readiness of new employees for duty at CoSA, and other information that may impact CoSA's security or the quality of service provided by the Respondent.
- 4.8.3 Security Notice: This type of notice is to be used by all Respondent personnel to advise CoSA of potential security concerns. This notice is integral to security operations as a way of keeping CoSA managers and supervisors informed of these areas.
- 4.8.4 Service Call Record: This is a Respondent record documenting actual actions taken to remedy a malfunction or inoperable component of the access control, video surveillance or intrusion alarm system.
- 4.8.5 Preventative Maintenance Log: This is a Respondent log documenting the actions taken on a given system to record the scheduled maintenance on the access control, video surveillance and intrusion alarm systems.

#### **4.9 PERSONNEL**

Respondent shall staff the CoSA service area with a Regional Program (Operations) Manager, a local Project Manager, a local Senior (Lead) Installation/Service Technician, four local Installation/Service Technicians, and a Regional Applications Engineer who shall provide the following services:

- 4.9.1 Provide security systems integration for the CoSA service area, its employees/visitors, customers, Respondents and tenants.
- 4.9.2 Provide a dedicated service technician to the San Antonio International Airport. This technician will be responsible for service and support of installed security systems; normal service hours will be Monday-Friday, 7:45am to 4:30pm.
- 4.9.3 Respond to system trouble conditions; investigate, repair and/or replace system components. System trouble condition responses will be followed up by a documented service call record. The standard response time for a routine trouble condition response shall be within 4 hours on the initial notification.
- 4.9.4 Provide an on-call technician response capability for the service and support of all security systems installed within the CoSA service area. The response time for an on-call response shall be within 4 hours on the initial notification.
- 4.9.5 Enforce access control procedures; ensure only authorized personnel are granted access to access-controlled areas and access-controlled systems.
- 4.9.6 Summon and cooperate with law enforcement agencies in connection with threats or crimes committed against CoSA, including safeguarding the scene of a crime to protect possible evidence.
- 4.9.7 Perform general duties and perform any additional duties as documented in writing or via email from authorized requestors.
- 4.9.8 Certify satisfaction of all training and licensing requirements as mandated by CoSA.
- 4.9.9 Ensure that all personnel are aware of federal, state, and municipal laws governing or potentially involving the managers, technicians and engineers assigned to the CoSA service area.

- 4.10.1 Respondent shall maintain sufficient staffing levels to support CoSA integration projects as well as system service and support for the CoSA service area. Respondent shall maintain staffing levels capable of meeting the call-back requirements within the CoSA service area without regard to riot, war, the enactment, issuance or operation of any municipal, county, state or federal law, ordinance or executive, administrative or judicial regulation, order or decree, or any local or national emergency, or any other similar cause outside of the control of Respondent.
- 4.10.2 Respondent shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, integrity, and shall be responsible for taking disciplinary action with respect to its employees. CoSA reserves the right to initiate an action, up to and including criminal prosecution, against Respondent's personnel should such personnel create or cause to occur any loss or harm to CoSA's personnel or property.
- 4.10.3 Respondent shall submit a Letter of Affidavit for each person assigned to CoSA certifying that the individual does not have a criminal history, possesses a valid Texas driver's license, valid license issued by the Texas Department of Public Safety and has met all and training requirements.

**4.11 DUTIES AND RESPONSIBILITIES** Respondent shall provide the following resources and ensure they meet the following background requirements and are capable of performing the functional responsibilities listed.

4.11.1 Respondent's Regional Program (Operations) Manager

4.11.1.1 Background Requirements:

This position shall administer the contract on behalf of the Respondent and shall be the liaison between the Respondent and CoSA. This individual will regularly meet with CoSA's Contract Administrator, as specified by CoSA. The Program Manager shall be responsible for personnel recruitment, screening, training, payroll, detailed project integration proposal delivery, invoice reconciliation, executing task orders, disciplinary action, and special projects as directed by CoSA.

4.11.1.2 Functional Responsibilities:

This individual will have overall responsibility for maintaining the account, to include responding to City's needs/concerns, managing personnel and overseeing all administrative functions. Basic duties include:

**Safety:** Develop and maintain safety programs outlining site specific hazards for personnel, including vehicle safety, driving safety. All employees shall be issued appropriate personal protection equipment (PPE) (i.e. hard hat, safety vest, leather gloves, steel toed footwear).

**Training:** Provide system specific initial On the Job Training (OJT) to personnel. Ensure all system certifications are completed and maintained as required.

**Uniforms:** Respondent employees shall maintain high uniform and appearance standards.

**Scheduling:** Meet all contractual scheduled hours and response times.

**Policies:** Enforce policies as outlined by the corporate policy and contract document.

**Standards & Audit Compliance:** Meet and exceed Operational Audit Standards.

**Equipment:** Identify equipment utilized on the account, including vehicles, and maintain appropriate inventory and maintenance checklists/follow-up.

Recognition: Utilize the Quality Assistance and Training (QA&T) recognition program for solid & top performers.

Counseling: Review substandard performance with employees face-to-face and provide coaching and training to increase performance. Document all counseling, training and coaching sessions.

Disciplinary Actions: Enforce standards as outlined by Respondent's corporate policy and the contract document.

Client Communications: Meet with City; maintain a proactive approach to City's needs.

Documentation: Review all service call records, invoices and reconcile as appropriate.

Training: Submit complete and accurate training documentation: OJT Checklists.

#### 4.11.2 Respondent's Local Project Manager

##### 4.11.2.1 Background Requirements:

A full-time position that shall administer the day-to-day contract requirements on behalf of the Respondent and shall be a liaison between the Respondent and CoSA. This individual will regularly meet with CoSA's Contract Administrator, as specified by CoSA. The Project Manager shall be responsible for training, implement task orders, and coordinate scheduling, production and updating of project status, disciplinary action, and special projects as directed by CoSA.

Individuals in this position should be highly motivated, results orientated, self-starters with a strong professional image. They must be well motivated, able to work well independently and make decisions. Excellent communication skills (written and verbal) are required. Also necessary are strong leadership and coaching skills, supervisory experience, and knowledge of general business practices through experience or education. This position may also require some college, law enforcement or military experience; three or more years of security experience; two or more years of supervisory experience; high-level customer service skills; and additional training as necessary.

##### 4.11.2.2 Functional Responsibilities:

Basic duties include:

- Manage integration project development from initiation to closure.
- Manage system service call response from initiation to closure.
- Be accountable for project results along with CoSA.
- Work with CoSA to complete charter outlining scope, goals, deliverables, required resources, budget and timing.
- Complete work breakdown structure to estimate effort required for each task.
- Provide project schedule to identify when each task will be performed.
- Clearly communicate expectations to team members and CoSA.
- Act as mediator between CoSA and team members.
- Resolve any issues and solve problems throughout project life cycle.

- Effectively manage project scope by ensuring any changes to scope are documented and approved by project change request by CoSA.
- Determine if external consultants or Respondents will be required to complete project plan. If required, recruit and manage appropriate staffing resources.
- Track and report on project milestones and provide status reports to CoSA.
- Lead, coach and motivate project team members on a proactive basis.
- Ensure all project documents are safely archived following project completion and provide copies to stakeholders.
- Be capable of completing functional responsibilities of the Senior (Lead) Technician.

#### 4.11.3 Senior (Lead) Installation/Service Technician

##### 4.11.3.1 Background Requirements:

This will be a full-time position and the primary function of the Senior (Lead) Technician is to complete day-to-day contract requirements on behalf of the Respondent. This individual shall be responsible for training technicians, implementing task orders, and coordinate scheduling, production and updating of project status and special projects.

This individual must have the ability to communicate effectively both orally and in writing for the purpose of public interaction and maintenance/service report writing and should be able to interact with all levels of City employees and the public in a direct, timely and professional manner. He or she must have the ability to deal with City's employees and the public. The individual must be able to get along with other employees, follow directions, work under stress, add value and continuously improve. He or she must also maintain regular attendance to ensure avoidance of unpredictable, frequent and/or ongoing tardiness. This position may also require some college or military experience; three or more years of security experience; high-level customer service skills; and additional training as necessary.

##### 4.11.3.2 Functional Responsibilities:

Basic duties include:

- Serve as a senior (lead) security installation, programming and service technician.
- Direct installation/service technician field activities.
- Examine systems to locate problems, such as loose connections or broken insulation.
- Test backup batteries, keypad programming, sirens, and all security features in order to ensure proper functioning, and to diagnose malfunctions.
- Mount and fasten control panels, door and window contacts, sensors, or video cameras and attach electrical and telephone wiring to connect components.
- Install, maintain, or repair security systems, alarm devices, or related equipment, following blueprints of electrical layouts and building plans.
- Feed cables through access holes, roof spaces, and cavity walls to reach fixture outlets; then position and terminate cables, wires and strapping.

- Inspect installation sites and study work orders, building plans, and installation manuals to determine material requirements and installation procedures.
- Adjust sensitivity of units, based on room structures and manufacturers' recommendations, using programming keypads.
- Test and repair circuits and sensors, following wiring and system specifications.
- Drill holes for wiring in wall studs, joists, ceilings, or floors.
- Demonstrate systems for customers and explain details, such as the causes and consequences of false alarms.
- Provide customers with cost estimates for equipment installation.
- Prepare documents, such as service records, maintenance logs, and project progress reports.
- Consult with clients to assess risks and to determine security requirements.
- Order replacement parts.
- Keep informed of new products and developments.
- Mount raceways and conduits and fasten wires to wood framing.
- Report unsafe acts and environmental conditions.
- Enforce company and client policies, rules and regulations.
- Escort staff and sub-contractors on the client's property.
- Provide other services as specified by the contract and project specifications.
- Report to work as assigned, and complete assignments, including overtime, as assigned.
- Enforce system specific training and certification requirements.

#### 4.11.4 Installation/Service Technician

##### 4.11.4.1 Background Requirements:

This will be a full-time position and the primary function of the technician is to complete day-to-day contract requirements on behalf of the Respondent. This individual shall be responsible for completing training requirements, implement task orders, and execute scheduling, production and updating of project status and special projects.

This individual must have the ability to communicate effectively both orally and in writing for the purpose of public interaction and maintenance or service report writing and should be able to interact with all levels of City employees and the public in a direct, timely and professional manner. He or she must have the ability to deal with City employees and the public. The individual must be able to get along with other employees, follow directions, work under stress, add value and continuously improve. He or she must also maintain regular attendance to ensure avoidance of unpredictable, frequent and/or ongoing tardiness. This position may also require some college or military experience; three or more years of security experience; high-level customer service skills; and additional training as necessary.

##### 4.11.4.2 Functional Responsibilities:

Basic duties include:

- Serve as a security systems installation, programming and service technician.
- Examine systems to trace problems, such as loose connections or broken insulation.
- Test backup batteries, keypad programming, sirens, and all security features in order to ensure proper functioning, and to diagnose malfunctions.
- Mount and fasten control panels, door and window contacts, sensors, or video cameras and attach electrical and telephone wiring to connect components.
- Install, maintain, or repair security systems, alarm devices, or related equipment, following blueprints of electrical layouts and building plans.
- Feed cables through access holes, roof spaces, and cavity walls to reach fixture outlets; then position and terminate cables, wires and strapping.
- Inspect installation sites and study work orders, building plans, and installation manuals to determine material requirements and installation procedures.
- Adjust sensitivity of units, based on room structures and manufacturers' recommendations, using programming keypads.
- Test and repair circuits and sensors, following wiring and system specifications.
- Drill holes for wiring in wall studs, joists, ceilings, or floors.
- Demonstrate systems for customers and explain details, such as the causes and consequences of false alarms.
- Provide customers with cost estimates for equipment installation.
- Prepare documents, such as service records, maintenance logs, and project progress reports.
- Consult with clients to assess risks and to determine security requirements.
- Identify replacement parts needed.
- Keep informed of new products and developments.
- Mount raceways and conduits and fasten wires to wood framing.
- Report unsafe acts and environmental conditions.
- Enforce company and client policies, rules and regulations.
- Escort staff on the client's property, as approved.

- Provide other services as specified by the contract and project specifications.
- Maintain system specific training and certification requirements.

#### 4.11.5 Service Technician

##### 4.11.5.1 Background Requirements:

The primary function of the Service Technician is to provide on-site service for the installed security systems at the San Antonio International Airport. This individual shall be responsible for completing training requirements, implement task orders, and execute scheduling, production and updating of project status and special projects.

This individual must have the ability to communicate effectively both orally and in writing for the purpose of public interaction and maintenance/service report writing and should be able to interact with all levels of City employees and the public in a direct, timely and professional manner. He or she must have the ability to deal with City employees and the public and to ensure compliance with fair employment practices. The individual must be able to get along with other employees, follow directions, work under stress, add value and continuously improve. He or she must also maintain regular attendance to ensure avoidance of unpredictable, frequent and/or ongoing tardiness. This position may also require some college or military experience; three or more years of security experience; high-level customer service skills; and additional training as necessary.

##### 4.11.5.2 Functional Responsibilities:

Basic duties include:

- Serve as a security system service technician.
- Examine systems to trace problems, such as loose connections or broken insulation.
- Test backup batteries, keypad programming, sirens, and all security features in order to ensure proper functioning, and to diagnose malfunctions.
- Maintain, or repair security systems, alarm devices, or related equipment, following system blueprints and building plans.
- Inspect installation sites and study work orders, building plans, and installation manuals to determine material requirements and installation procedures.
- Adjust sensitivity of units, based on room structures and manufacturers' recommendations, using programming keypads.
- Test and repair circuits and sensors, following wiring and system specifications.
- Demonstrate systems for customers and explain details, such as the causes and consequences of false alarms.
- Prepare documents, such as service records, and system maintenance logs.
- Consult with clients to assess risks and to determine security requirements.
- Keep informed of new products and developments.
- Report unsafe acts and environmental conditions.

- Enforce company and client policies, rules and regulations.
- Escort staff on the client's property, as approved.
- Provide other services as specified by the contract and project specifications.
- Maintain system specific training and certification requirements.

#### 4.11.6 Security Applications Engineer

##### 4.11.6.1 Background Requirements:

The primary function of the Applications Engineer is to protect life and property. This is facilitated by providing public safety to the client, employees, guests and the general public and safeguarding the client's property (buildings, office equipment, automobiles, valuables or anything within the client's premises) from being stolen, destroyed or damaged.

This individual must have the ability to communicate effectively both orally and in writing for the purpose of public interaction and maintenance/service report writing and should be able to interact with all levels of City employees and the public in a direct, timely and professional manner. He or she must have the ability to deal with City employees and the public and to ensure compliance with fair employment practices. The individual must be able to get along with other employees, follow directions, work under stress, add value and continuously improve. He or she must also maintain regular attendance to ensure avoidance of unpredictable, frequent and/or ongoing tardiness.

As a Security Applications Engineer, this individual must also be trusted with confidential information and must be eligible to receive and retain security clearances. This position may also require one or more of the following: experience operating communications systems and knowledge of communications procedures and terminology; experience with video monitoring systems; access control systems; and central alarm monitoring systems; computer skills; some college experience; three or more years of security experience; high-level customer service skills; and additional training as necessary.

##### 4.11.6.2 Functional Responsibilities:

Basic duties include:

- Develop and assess for the security of technical infrastructure security solutions, including the design and architecture of enterprise applications.
- Accept and lead complex assignments with extensive organizational impact.
- Anticipate and respond to emerging threats with innovative security solutions.
- Influence and drive security solutions across organizational boundaries.
- Must be able to work autonomously as well as in team environments, often in stressful, high impact situations.
- Perform operator-level maintenance of equipment.
- Report all incidents, accidents or medical emergencies to the appropriate persons and authority(ies).

- Provide customer service and problem-solving.
- Report unsafe acts and environmental conditions.
- Enforce company and client policies, rules and regulations.
- Provide other services as specified.
- Report to work as assigned, and complete assignments, including overtime, as assigned.

#### **4.12 PERSONNEL REQUIREMENTS**

Respondent shall ensure personnel meet the following minimum requirements before being assigned to CoSA.

- 4.12.1 Minimum age requirement of 21 years of age.
- 4.12.2 Possess a valid license issued by the State of Texas. A temporary card is not acceptable.
- 4.12.3 Ability to read, write, speak and understand the English language fluently.
- 4.12.5 Proof of IRCA eligibility, e.g., Social Security card and green card.
- 4.12.7 Valid Texas Motor Vehicle Operators License.
- 4.12.8 Three years of experience in security, loss control, emergency services, public safety; or an Associate's degree or 60 credit hours of college coursework; or three years of military experience; or any reasonable combination of the above.
- 4.12.9 Possession of a high school diploma or equivalent.
- 4.12.10 Each individual may require an additional security clearance.

#### **4.14 TRAINING**

Systems Training: Respondent shall, within 30 calendar days following award of an agreement, certify to the Agreement Administrator as to the satisfactory completion of Training and Certification of each of its employees assigned to CoSA. Required training and certification for all personnel shall include the following:

- Identive – HIRSCH Hardware Course
- Identive – HIRSCH Velocity Installation Course
- Identive – HIRSCH Velocity Administrator Course
- Genetec – Security Center Technical Certification
- Genetec – Omnicast Technical Certification
- Bosch – GV Series Intrusion Alarm Panels
- Aiphone – IS Series for Technicians (AIST)

- Panduit – Panduit Certified Installer

Annual Training: Respondent shall develop an annual training program for approval by CoSA for all employees. The training program will include course description and subject matter, method of instruction and training instructors. This program shall provide Respondent employees with the latest requirements, guidance, and equipment available.

#### **4.15 PERFORMANCE STANDARDS**

- 4.15.1 Respondent shall maintain personnel files on each employee assigned to CoSA. Each file shall include proof or documentation of employee having met all employment requirements, initial training and certifications, basic and annual training, annual performance evaluations, special systems training and certifications.
- 4.15.2 CoSA retains the right to inspect and test all services, equipment or materials furnished or used in the performance of services. Such inspections and testing will avoid undue interference with Respondent's ability to carry out its responsibilities. Should CoSA determine that services or equipment used by the Respondent are not satisfactory, CoSA shall inform Respondent in writing and require Respondent to take immediate corrective action within the terms of the agreement.
- 4.15.3 Should Respondent fail to make the necessary changes to comply with the requirements of performance standards, CoSA may elect to procure or furnish services and charge Respondent for any cost that is directly related to this issue or terminate the agreement.
- 4.15.4 Respondent shall evaluate each employee at 90 days of service and conduct thorough performance reviews annually thereafter. Each employee must demonstrate a working knowledge via an on-site observation by the supervisor, in the following areas:
- 4.15.5 Emergency response plans, bomb threats and fire/safety evacuation plans.
- 4.15.6 The duties and responsibilities as outlined in their job description.
- 4.15.7 Production of written service and maintenance reports, which are grammatically correct and able to be presented for management or potential litigation review.
- 4.15.8 Possession and maintenance of the minimal qualifications (see Selection Requirements) under this contract.
- 4.15.9 Every technician, engineer and manager shall maintain up-to-date knowledge and skills necessary to perform their duties. Managers shall conduct inspections and testing to ensure compliance with the requirements of the agreement. Managers shall visit technicians and engineers to be sure that they understand the requirements and to observe the implementation of those requirements. Managers shall periodically perform their own assessment of security and unsafe conditions in addition to installations and service work completed by their assigned personnel.

Respondent shall ensure Managers perform the following:

- 4.15.10 Meet each of the performance objectives stated above.
- 4.15.11 Train personnel in meeting the requirements of this assignment.
- 4.15.12 Ensure compliance with the rules, regulations, duties and responsibilities by each subordinate employee assigned to this contract.
- 4.15.13 Assist in the orientation and training of new and experienced personnel assigned to this contract.

- 4.15.4 Provide assistance and guidance to all employees on matters of policy and operating procedures and personnel matters by; advising subordinates of changes in procedures; informing CoSA of questions, concerns or matters requiring further clarification and direction; scheduling personnel to meet assignments under normal and emergency conditions; providing accurate time and attendance data for Respondent's payroll system; and providing documentation of training to the Agreement Administrator on request.

#### **4.16 UNIFORMS/EQUIPMENT/VEHICLES**

- 4.16.1. Respondent shall supply each technician with five complete uniforms. Respondent shall supply headgear or hats that are appropriate for the assigned task. Respondent shall supply jackets/coats, and all rain/foul weather gear required and appropriate for the assigned task. Uniforms worn by Respondent's personnel shall have a City approved company insignia. Respondent shall ensure its personnel wear identifying insignia of their employer, as required by law and approved by CoSA. Respondent shall ensure personnel assigned to CoSA display CoSA identification credentials approved by the Agreement Administrator.
- 4.16.2 Technician Uniform requirements: A standard uniform shall be worn by these personnel and shall consist of a short or long sleeve utility uniform shirt with agency logo affixed above the left breast pocket, utility uniform pants, leather work boots, and a belt with metal buckle.
- 4.16.3 Managers and Engineers: A business casual style uniform shall be worn by these personnel. The uniform casual/dress shirt should have an agency patch or logo above the left breast pocket, casual/dress pants, leather casual/dress shoes, and a casual/dress belt with metal buckle.
- 4.16.4 Temporary Labor: All temporary labor shall wear a t-shirt with company insignia, utility uniform pants, leather work boots, and a belt with metal buckle.
- 4.16.5 Respondent shall ensure that all of its employees present themselves in a clean and professional manner and that managers monitor the cleanliness and serviceability of personnel uniforms. Respondent shall ensure that each of its employees has appropriate replacement shirts and trousers per year.
- 4.16.6 Equipment: Respondent shall provide the necessary equipment such as flashlights, clipboards, reflective vests and other necessary equipment, to include hand-held tools, as approved by CoSA.
- 4.16.7 Vehicles: Respondent shall provide at least three vehicles of the proper type to carry out the requirements of the contract and subject to approval of the Agreement Administrator. Respondent's vehicles used in this contract shall have Respondent's identification prominently displayed. Any temporary vehicles utilized by Respondent shall have magnetic signs with company insignia affixed identifying them as a Respondent asset.
- 4.16.8 All motor vehicles, tools, and other equipment required shall be maintained in good working order throughout the length of the contract.

#### **4.17 COMPENSATION AND BENEFITS**

- 4.17.1 Respondent shall be required to pay all wages, salary, shift pay, taxes and benefits. Respondent shall maintain accurate records of the hours worked and leaves taken for each employee. Timesheets for each employee shall be submitted with the proper invoice.
- 4.17.2 All billable overtime shall have prior approval from Agreement Administrator before assigning overtime hours. The Program Manager position shall be considered exempt from overtime pay.

#### **4.18 LAWS**

Respondent shall keep apprised of all laws, labor laws, ordinances, and regulations affecting its employees and of all orders, decrees or tribunals having jurisdiction or authority over the same. Respondent shall comply with and shall cause all its agents and employees to observe and apply all applicable laws, ordinances, regulations, orders and decrees in effect or which may become effective during the term of the agreement.

#### **4.19 AUDITS**

Respondent shall honor CoSA's right to perform verification audits of records in compliance with any provision of this agreement. CoSA will provide reasonable notice of such audits, in order to avoid undue disruption of Respondent's operations.

#### **4.20 ACCEPTANCE OF INSTALLATION AND SERVICE**

Respondent shall have reasonable time (but not more than 30 days) after completed system integration(s) to provide the City with "as-built" facility plans; completed integration report detailing device locations, device name, device make and model, device serial numbers, associated network addresses, programming details, device warranty expiration; completed system functional test report(s); and all keys (physical and logical) for associated system components. City shall have reasonable time (but not less than 30 days) after the completed system integration(s) to inspect the installation tendered by the Respondent. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

#### **4.21 APPLICABLE CODE AND CITY SAFETY REQUIREMENTS**

4.21.1 Respondent shall comply with all applicable governmental regulations and with all known Federal, State, City, and other applicable codes and ordinances. The Respondent shall be responsible for all fees, duties, licenses, etc., which may be required to perform work as part of any contract which may arise as a result of this RFO.

4.21.2 All articles or parts of articles of the National Electric Code, Article 800, Communications Circuit not so amended, modified or supplemented by these Technical Requirements, shall remain in full force and effect. Should any discrepancy become apparent between the National Electric Code and these Technical Requirements, the Respondent shall notify the City of San Antonio, in writing, and the City of San Antonio will interpret and decide such matters in accordance with the provisions of the National Electric Code.

~~4.21.3 Grounding and Bonding as required by the City of San Antonio Cable guidelines.~~

4.21.4 Fire stopping as required by code and indicated in the specifications of relevant project.

4.21.5 All work to be in compliance with the current applicable codes including, but not limited to, Telecommunications Industry Association / Electronic Industries Alliance (TIA/EIA) Building Telecommunications Wiring and the City of San Antonio Infrastructure Cabling Guidelines, exhibit 4.

4.21.6 Standards to include TIA/EIA-568-B, TSB-67, TSB-72, TSB75, EIA/TIA-569, EIA/TIA-570, EIA/TIA-606, EIA/TIE-607, ANSI/NECA/BICI 568-2001, and the BICSI Telecommunications Distribution Methods.

4.21.7 Respondent must detail a Quality Assurance / Quality Control plan that can be put in place to meet the requirements of this RFO and maintain the integrity of City communications infrastructure.

4.21.8 Respondent must provide the City with a detailed safety plan.

#### **4.22 DISCOVERY AND REPORTING OF ASBESTOS**

- 4.22.1 Respondent must employ or have on contract an individual with a minimum of two years working experience in the field of asbestos inspections and/or abatement projects.
- 4.22.2 A TDH certificate must be supplied with the bid. Respondent must have an individual licensed by the Texas Department of Health (TDH) as an Asbestos Respondent/Supervisor, competent person, in accordance with 25 TAC 295.41 on staff or on contract available to inspect the working area for potential asbestos material.
- 4.22.3 In the case where an employee of the Respondent expects or determines the exposure of possible asbestos, the employee must notify the Respondent's licensed TDH person, stop work and vacate the work area immediately.
- 4.22.4 It should be noted that if suspected asbestos containing building material (ACBM) may be impacted by the Respondent and an alternate route can be taken to prevent the disturbance, the alternate route shall be taken to avoid any possible disturbance of the suspected or identified ACBM. If a case arises, it will be brought to the attention of a City representative working in conjunction with the Respondent to make a judgment on whether the re-routing of the cable is most cost effective.

#### **4.23 MATERIAL COSTS**

Up charges for materials shall not exceed 10% of dealer acquisition cost and actual cost must be supported by the manufacturer catalog or a copy of the purchase invoice attached to invoices submitted to the City for payment.

**005 - TERMS & CONDITIONS**

Contract Term. This contract shall begin upon the effective date of the ordinance awarding the contract, or date specified in the award letter, whichever is later. The initial contract term shall be for a three (3) year period beginning on the date approved by City Council. The City shall have the option to renew for an additional two (2), one (1) year periods without additional City Council approval.

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

Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Police Department, which shall be clearly labeled "Citywide Security Systems Installations & Support" 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 Information Technology Services Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

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.

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

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Contractors	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5. Professional Liability (Claims-made basis)	\$1,000,000 per claim, damages by reason of any act, malpractice, error, or omission in professional services.

	To be maintained and in effect for no less than two years subsequent to the completion of the professional service.
6. Cyber Liability	\$1,000,000 per claim \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.

Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Contractor herein and provide a certificate of insurance and endorsement that names the Contractor and the CITY as additional insured. 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.

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

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

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured 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.

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

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

become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

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

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

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.

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

#### INDEMNIFICATION.

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

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

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

CITY shall have the right to select or to approve defense counsel to be retained by RESPONDENT in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. RESPONDENT shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If RESPONDENT fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and RESPONDENT shall be liable for all costs incurred by CITY.

CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

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

Intellectual Property.

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

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

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

Either:

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

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

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

Respondent further agrees to:

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

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

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

provided that:

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

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

the liability claimed shall not have arisen out of the City's negligent act or omission, and

the City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

#### Ownership of Documents and Licenses.

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

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

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

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

#### Records Retention.

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

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

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

S.B. 943 – Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Respondent acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this RFP and any resulting contract. Respondent agrees that the contract can be terminated if Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

By submitting a proposal, Respondent warrants and certifies, and a contract awarded pursuant to this RFP is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous RFP or contract. City hereby relies on Respondent's certification, and if found to be false, City may reject the proposal or terminate the Contract for material breach.

#### Prohibition on Contracts With Companies Boycotting Israel.

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

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

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

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

"Company" means a for-profit, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

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

Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations Prohibited. Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Respondent hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Respondent's certification. If found to be false, or if Respondent is identified on said list during the course of its contract with City, City may terminate the Contract for material breach.

Venue, Jurisdiction and Arbitration. All claims, counterclaims, disputes, and other matter in question between City and Respondent arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction. 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. The City will not contractually agree to engage in binding arbitration and will not contractually agree to relinquish its right to a trial by jury.

Undisclosed Features. Contractor warrants that the code and software provided to the City of San Antonio under this agreement does not contain any undisclosed features or functions that would impair or might impair the City's use of the equipment, code or software. Specifically, but without limiting the previous representation, Contractor warrants there is no "Trojan Horse," lock, "time bomb," backdoor or similar routine. This Agreement shall not now nor will it hereafter be subject to the self-help provisions of the Uniform Computer Information Transactions Act or any other law. Contractor specifically disclaims any unilateral self-help remedies.

Certifications. Respondent warrants and certifies that Respondent 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-discrimination.

As a condition of entering into the contract, Respondent must represent and warrant that it will comply with the City's Commercial Nondiscrimination Policy, as described under Section III.C.1 of the SBEDA Ordinance. As part of such compliance, Respondent 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 Respondent retaliate against any person for reporting instances of such discrimination. Respondent 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. Respondent 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 Respondent 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. Respondent shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

As a party to this contract, Respondent 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.

#### Clean Air Act & Federal Water Pollution Control Act Contract Clause

Clean Air Act & Federal Water Pollution Control Act - (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§1251-1387), as amended. Contractor agrees to report each violation to the City and understands that the City will, in turn, report each violation as required to the federal agency providing funds for this contract and the appropriate EPA Regional Office. (2) Contractor agrees to include these requirements in each subcontract to this contract exceeding \$150,000 financed in whole or in part with federal funds.

#### Suspension and Debarment Contract Clause

This contract is a covered transaction for purposes of 2 CFR Part 200. As such, the contractor is required to verify that neither the contractor, nor its principals, as defined at 2 CFR 180.995, are excluded or disqualified as defined at 2 CFR 180.940 and 2 CFR 180.935, respectively.

The contractor is required to comply with 2 CFR 200, Subpart C and must include the requirement to comply with 2 CFR 200, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, Contractor certifies that:

- Neither it nor its principals are presently debarred, suspended for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program;
- CONTRACTOR shall provide immediate written notice to City if, at any time during the term of this contract, including any renewals hereof, CONTRACTOR learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

The certification in this clause is a material representation of fact relied upon by City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 200, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### Certification Regarding Lobbying

Respondent certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### Procurement Of Recovered Materials

Contractor and its subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

## **006 - PRE-SUBMITTAL CONFERENCE**

A Pre-Submittal Conference will be held at **10:00 a.m., Central Time, on Wednesday, April 8, 2020**. This conference will be Webex only. Respondents are encouraged to prepare and submit their questions in writing three (3) calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

**Conference Bridge: Toll Free Dial-In Number: 1-855-850-2672**

**WebEx Meeting number: 998 753 604**

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. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

## 007 - PROPOSAL REQUIREMENTS

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

Submit **one (1) COMPLETE ELECTRONIC COPY** of your proposal through the San Antonio e-Procurement System (SAePS). **ONLY ELECTRONIC SUBMISSIONS WILL BE ACCEPTED.**

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

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

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

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

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

\*CONTRACTS DISCLOSURE FORM. Complete and submit a Contracts Disclosure Form with your proposal as RFP Attachment C. The Contracts Disclosure Form may be downloaded at:

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

Instructions for completing the Contracts Disclosure form:

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

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

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

REQUIREMENTS TRACEABILITY MATRIX. Complete and submit the Requirements Traceability Matrix as Attachment E. – NOT REQUIRED FOR THIS SOLICITATION.

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

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

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

**Print and sign your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation as RFP Attachment F. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide**

**the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFP 6100001234).**

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

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

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

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

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

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

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

\*SUBCONTRACTOR/SUPPLIER COMMITMENT UTILIZATION PLAN. Complete, sign and submit the Subcontractor/Supplier Utilization Plan Form found in this RFCSP as Attachment G.

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

CRIMINAL JUSTICE INFORMATION SERVICES (CJIS) ADDENDUM. Complete and submit the Proposal Checklist found in this RFCSP as Attachment H.

FINANCIAL INFORMATION. Due to the anticipated investment and length of the resultant contract between the parties, submittal of audited financial statements, for the most recent year is preferred. In the event audited financial statements are not available, state the reason why. If audited financial statements are not available, respondents may submit other financial statement(s) or documentation, for the same one (1) year period, such as a Trial Balance Income Statement along with the most recent Annual Tax Submission that validates and ensures the long-term financial viability of the organization. Failure to provide requested information may impact your firm’s final score.

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

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

*Documents marked with an “\*” require a signature.*

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

\*ADDENDA. Sign and submit addenda, if any.

#### **008 - CHANGES TO RFP**

Changes to the RFP, made prior to the due date for proposals shall be made by issuing Addendums. It is Respondent's responsibility to check for Addendums until the proposal due date. City will assume that all Respondents have reviewed all Addendums by the day proposals are due.

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

## 009 - SUBMISSION OF PROPOSAL

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

Proposals **must** be submitted electronically through the portal. **ONLY ELECTRONIC SUBMISSIONS WILL BE ACCEPTED.**

Proposals must be received in the portal no later than **11:00 a.m., Central Time, on Friday, May 8, 2020** at the address below. Any proposal or modification received after this time on that date shall not be considered. Respondents should note that submission through the portal **MUST be completed** in a timely manner. Therefore, Respondents should strive for early submission to **avoid any issues or cause delay in uploading proposal responses as RFX WILL close at due date and time.** No exceptions.

Proposals sent by facsimile or email will not be accepted.

Submission of Electronic Proposals. Submit one (1) **COMPLETE** proposal electronically by the due date provided on the Cover Page. All times stated herein is Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation, which require a signature, must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Proposal Format. Each proposal shall be typewritten, single-spaced and submitted on 8 ½" x 11" page **layout.** Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper, or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered. Margins shall be no less than 1" around the perimeter of each page. Websites or URLs shall not be submitted in lieu of the electronic submission through City's portal. **ELECTRONIC** proposals must include **ALL** the sections and attachments in the sequence listed in the RFP Section 008, Proposal Requirements, and **each section and attachment must be indexed as in the Table of Contents page.** For electronic submissions, each separate section should be attached as a separate file.

**Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.**

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

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

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

Correct Legal Name. Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No

nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFP as Attachment A, Part One.

Firm Offer. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for **two hundred forty (240)** days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

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

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

## 010 - RESTRICTIONS ON COMMUNICATION

Respondents are prohibited from contacting: 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFP or proposals from the time the RFP has been released until the contract is posted for consideration as a City Council agenda item during a meeting designated as an "A" session; and 2) City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

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

**Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until 11:00 a.m., Central Time, on Wednesday, April 22, 2020.** Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

**Kristen McAvoy, Procurement Specialist III**  
**City of San Antonio, Finance Department – Purchasing Division**  
[kristen.mcavoy@sanantonio.gov](mailto:kristen.mcavoy@sanantonio.gov)

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

Questions submitted and the City's responses will be posted with this solicitation.

Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. The staff contact person may request clarification to assist in evaluating Respondent's proposal. Such additional information must be provided within two (2) business days from City's request. During interviews, if any, verbal questions and explanations will be permitted. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the required SBEDA forms. The point of contact may be reached by telephone at (210) 207-3922 or by e-mail at [SBEDAdocs@sanantonio.gov](mailto:SBEDAdocs@sanantonio.gov). *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

Respondents may contact the Vendor Support staff at (210) 207-0118 or by email at [vendors@sanantonio.gov](mailto:vendors@sanantonio.gov) for assistance with vendor registration.

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

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

## **011 - EVALUATION OF CRITERIA**

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

### **Evaluation Criteria:**

- A. Experience, Background, Qualifications (40 points)**
- B. Proposed Plan (45 points)**
- C. Pricing (15 points)**

## 012 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

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

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

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

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

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

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

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

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

Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City 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.

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

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

State of Texas Conflict of Interest Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property,

goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under §176.066(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.066(a-1), Texas Local Government Code.

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

[https://www.ethics.State.tx.us/filinginfo/conflict\\_forms.htm](https://www.ethics.State.tx.us/filinginfo/conflict_forms.htm)

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

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

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

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

If delivering by hand, deliver to: Office of the City Clerk, 719 S. Santa Rosa, San Antonio, TX 78204.

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

**013 - SCHEDULE OF EVENTS**

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

RFP Release Date	<b>Monday, March 23, 2020</b>
Pre-Submittal Conference	<b>Wednesday April 8, 2020 at 10:00 a.m., Central Time</b>
Final Questions Accepted	<b>Wednesday, April 22, 2020 at 11:00 a.m., Central Time</b>
Proposal Due	<b>Friday, May 8, 2020 at 11:00 a.m., Central Time</b>

**014 - RFP EXHIBITS**

**RFP EXHIBIT 1**

**SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM**

Posted as a separate document.

**RFP EXHIBIT 2**

**CITY OF SAN ANTONIO ADMINISTRATIVE DIRECTIVE 7.4A**

**ACCEPTABLE USE OF INFORMATION TECHNOLOGY**

Posted as a separate document.

**RFP EXHIBIT 3**  
**CITY OF SAN ANTONIO ADMINISTRATIVE DIRECTIVE 7.8D**  
**ACCESS CONTROL**

Posted as a separate document.

**RFP EXHIBIT 4**

**CITY OF SAN ANTONIO ADMINISTRATIVE DIRECTIVE 7.3A**

**DATA SECURITY**

Posted as a separate document.

**RFP EXHIBIT 5**

**CITY OF SAN ANTONIO TECHNOLOGY STANDARDS**

Posted as a separate document.

**RFP EXHIBIT 6**

**NON-CITY EMPLOYEE PROVISIONING GUIDE**

Posted as a separate document.

**RFP EXHIBIT 7**

**REIMBURSEMENT REPORTS**

Posted as a separate document.

**RFP EXHIBIT 8**

**CITY OF SAN ANTONIO TESTING POLICY**

Posted as a separate document.

**RFP EXHIBIT 9**

**CITY OF SAN ANTONIO TESTING STRATEGY**

Posted as a separate document.

**RFP EXHIBIT 10**

**CJIS SECURITY POLICY V 5.8**

Posted as a separate document.

**015 - RFP ATTACHMENTS**  
**RFP ATTACHMENT A, PART ONE**

**GENERAL INFORMATION FORM**

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

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

Principal Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Website address: \_\_\_\_\_

Year established: \_\_\_\_\_

Provide the number of years in business under present name: \_\_\_\_\_

Social Security Number or Federal Employer Identification Number: \_\_\_\_\_

Texas Comptroller's Taxpayer Number, if applicable: \_\_\_\_\_  
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: \_\_\_\_\_

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

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

\_\_\_\_\_

Partnership

Corporation If checked, check one:  For-Profit  Nonprofit

Also, check one:  Domestic  Foreign

Other If checked, list business structure: \_\_\_\_\_

Printed Name of Contract Signatory: \_\_\_\_\_

Job Title: \_\_\_\_\_

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

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Annual Revenue: \$ \_\_\_\_\_

Total Number of Employees: \_\_\_\_\_

Total Number of Current Clients/Customers: \_\_\_\_\_

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

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List Related Companies:

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

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

Yes \_\_\_ No \_\_\_

4. Is Respondent authorized to do business with the State of Texas Secretary of State?

Yes \_\_\_ No \_\_\_ If "Yes", provide registration number .

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

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

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

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

Years \_\_\_\_\_ Months \_\_\_\_\_

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

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

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

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

Years \_\_\_\_\_ Months \_\_\_\_\_

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

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**11. Previous Contracts:**

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

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

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

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

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

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

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**REFERENCES**

**Provide three (3) reference letters from three (3) separate organizations/companies/firms, that Respondent has provided services to within the past three (3) years.** The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided. In addition, ***please provide the contact information below of the references you have submitted.***

**Reference No. 1:**

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

**Contact Email Address:** \_\_\_\_\_

**Reference No. 2:**

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

**Contact Email Address:** \_\_\_\_\_

**Reference No. 3:**

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

**Contact Email Address:** \_\_\_\_\_

## RFP ATTACHMENT A, PART TWO

### EXPERIENCE, BACKGROUND, QUALIFICATIONS

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

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFP. List and describe three relevant projects of similar size and scope performed over the past four years. (These may be the same projects identified as References.) Identify associated results or impacts of the project/work performed.
2. Indicate the number of years Respondent has been in the business of providing the types of solutions requested by the RFP. Indicate if this is the Respondent's primary line of business. If not, state the Respondent's primary line of business.
3. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe which components will be subcontracted and how communication will occur between all parties.
4. Describe Respondent's specific experience with public clients, especially large municipalities. If Respondent has provided services for the City of San Antonio in the past, identify the name of the project and the department for which Respondent provided those services.
5. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past.
6. Proposed roles and responsibilities for Respondent and City, including estimated level of effort (i.e., team size, hours, duration) needed from City by role.
7. Provide an organizational chart showing how the Respondent proposes to staff the project. For each position reflected on the organizational chart:
  - a. identify the number and professional qualifications (to include licenses, certifications, associations)
  - b. identify relevant experience on projects of similar size and scope
  - c. State the primary work assignment and the percentage of time to be devoted to the project.

In an appendix to the proposal, Respondent must provide professional resumes for all proposed project staff.

8. Additional Information. Provide any other relevant information about the Respondent's qualifications.

Provide the resume for the person you are proposing to manage this project, and for the primary technical consultant/analyst. The resumes should include relevant project experience, length of time he/she has been employed by your company, and education.

## RFP ATTACHMENT A, PART THREE

### PROPOSED PLAN

Prepare and submit responses to address the following items.

**A. Executive Summary** – Maximum five pages in length. The Respondent shall outline in narrative form its understanding and ability to provide the solution and perform the services as outlined in Section 4, Scope of Work, including summarizing the proposed solution and approach and highlighting relevant experience and staff qualifications.

**B. Proposed Solution.**

1. The Respondent shall describe the proposed solution to provide Citywide Security Systems Installation & Support as specified within the RFP.

**RFP ATTACHMENT B**

**PRICE SCHEDULE**

Respondent's proposal must be based on the proposed contract term, including renewal periods, stated in this RFP. Proposing a different term of the contract, or renewal terms may lead to disqualification of Respondent's proposal from consideration.

**PRICE SCHEDULE WITH NO PREVAILING WAGE RATES**

<u>ITEM I</u>	<u>TYPE OF SERVICE</u>	<u>EST ANNUAL QTY</u>	<u>UNIT PRICING</u>
<u>EXTENDED COST</u>			
1.	Program Manager – Standard rate	1,040 hrs.	\$ _____ per hour
	\$ _____		
	Program Manager – Overtime Rate	100 hrs.	\$ _____ per hour
	\$ _____		
2.	Project Manager – Standard rate	2,080 hrs.	\$ _____ per hour
	\$ _____		
	Project Manager – Overtime Rate	100 hrs.	\$ _____ per hour
	\$ _____		
3.	Lead Technician Labor – Standard rate	2,080 hrs.	\$ _____ per hour
	\$ _____		
	Lead Technician Labor – Overtime Rate	100 hrs.	\$ _____ per hour
	\$ _____		
4.	Technician Labor – Standard rate	8,320 hrs.	\$ _____ per hour
	\$ _____		
	Technician Labor – Overtime Rate	80 hrs.	\$ _____ per hour
	\$ _____		
5.	Applications Engineer – Standard rate	1040 hrs.	\$ _____ per hour
	\$ _____		
	Applications Engineer – Overtime Rate	100 hrs.	\$ _____ per hour
	\$ _____		

**PRICE SCHEDULE WITH PREVAILING WAGE RATES**

<u>ITEM II</u>	<u>TYPE OF SERVICE</u> <u>EXTENDED COST</u>	<u>EST ANNUAL QTY</u>	<u>UNIT PRICING</u>
1.	Program Manager – Standard rate	1,040 hrs.	\$_____per hour
	\$_____		
	Program Manager – Overtime Rate	100 hrs.	\$_____per hour
	\$_____		
2.	Project Manager – Standard rate	2,080 hrs.	\$_____per hour
	\$_____		
	Project Manager – Overtime Rate	100 hrs.	\$_____per hour
	\$_____		
3.	Lead Technician Labor – Standard rate	2,080 hrs.	\$_____per hour
	\$_____		
	Lead Technician Labor – Overtime Rate	100 hrs.	\$_____per hour
	\$_____		
4.	Technician Labor – Standard rate	8,320 hrs.	\$_____per hour
	\$_____		
	Technician Labor – Overtime Rate	80 hrs.	\$_____per hour
	\$_____		
5.	Applications Engineer – Standard rate	1040 hrs.	\$_____per hour
	\$_____		
	Applications Engineer – Overtime Rate	100 hrs.	\$_____per hour
	\$_____		

**ITEM III Materials by Manufacturer**

**A. AIPHONE:**

Percent of mark -up offered \_\_\_\_\_ %

Product Identification (Manufacturer) \_\_\_\_\_

Type of Price Schedule (dealer, jobber, etc.) \_\_\_\_\_

Price Schedule Number \_\_\_\_\_

Date of Price Schedule \_\_\_\_\_

Price schedule column on which discount is based (i.e. distributor, Net, wholesale, etc.) \_\_\_\_\_

**B. ALTRONIX:**

Percent of mark -up offered \_\_\_\_\_ %  
Product Identification (Manufacturer) \_\_\_\_\_  
Type of Price Schedule (dealer, jobber, etc.) \_\_\_\_\_  
Price Schedule Number \_\_\_\_\_  
Date of Price Schedule \_\_\_\_\_  
Price schedule column on which discount is based (i.e. distributor,  
Net, wholesale, etc.) \_\_\_\_\_

**C. AXIS:**

Percent of mark -up offered \_\_\_\_\_ %  
Product Identification (Manufacturer) \_\_\_\_\_  
Type of Price Schedule (dealer, jobber, etc.) \_\_\_\_\_  
Price Schedule Number \_\_\_\_\_  
Date of Price Schedule \_\_\_\_\_  
Price schedule column on which discount is based (i.e. distributor,  
Net, wholesale, etc.) \_\_\_\_\_

**D. BOSCH:**

Percent of mark -up offered \_\_\_\_\_ %  
Product Identification (Manufacturer) \_\_\_\_\_  
Type of Price Schedule (dealer, jobber, etc.) \_\_\_\_\_  
Price Schedule Number \_\_\_\_\_  
Date of Price Schedule \_\_\_\_\_  
Price schedule column on which discount is based (i.e. distributor,  
Net, wholesale, etc.) \_\_\_\_\_

**E. DIGI-TRAC:**

Percent of mark -up offered \_\_\_\_\_ %  
Product Identification (Manufacturer) \_\_\_\_\_  
Type of Price Schedule (dealer, jobber, etc.) \_\_\_\_\_

Price Schedule Number \_\_\_\_\_  
Date of Price Schedule \_\_\_\_\_  
Price schedule column on which discount is based (i.e. distributor,  
Net, wholesale, etc.) \_\_\_\_\_

**F. EXMS:**

Percent of mark -up offered \_\_\_\_\_ %  
Product Identification (Manufacturer) \_\_\_\_\_  
Type of Price Schedule (dealer, jobber, etc.) \_\_\_\_\_  
Price Schedule Number \_\_\_\_\_  
Date of Price Schedule \_\_\_\_\_  
Price schedule column on which discount is based (i.e. distributor,  
Net, wholesale, etc.) \_\_\_\_\_

**G. GENETEC:**

Percent of mark -up offered \_\_\_\_\_ %  
Product Identification (Manufacturer) \_\_\_\_\_  
Type of Price Schedule (dealer, jobber, etc.) \_\_\_\_\_  
Price Schedule Number \_\_\_\_\_  
Date of Price Schedule \_\_\_\_\_  
Price schedule column on which discount is based (i.e. distributor,  
Net, wholesale, etc.) \_\_\_\_\_

**H. HES:**

Percent of mark -up offered \_\_\_\_\_ %  
Product Identification (Manufacturer) \_\_\_\_\_  
Type of Price Schedule (dealer, jobber, etc.) \_\_\_\_\_  
Price Schedule Number \_\_\_\_\_  
Date of Price Schedule \_\_\_\_\_  
Price schedule column on which discount is based (i.e. distributor,  
Net, wholesale, etc.) \_\_\_\_\_

**I. HID:**

Percent of mark -up offered \_\_\_\_\_ %

Product Identification (Manufacturer) \_\_\_\_\_

Type of Price Schedule (dealer, jobber, etc.) \_\_\_\_\_

Price Schedule Number \_\_\_\_\_

Date of Price Schedule \_\_\_\_\_

Price schedule column on which discount is based (i.e. distributor, Net, wholesale, etc.) \_\_\_\_\_

**J. HIRSCH:**

Percent of mark -up offered \_\_\_\_\_ %

Product Identification (Manufacturer) \_\_\_\_\_

Type of Price Schedule (dealer, jobber, etc.) \_\_\_\_\_

Price Schedule Number \_\_\_\_\_

Date of Price Schedule \_\_\_\_\_

Price schedule column on which discount is based (i.e. distributor, Net, wholesale, etc.) \_\_\_\_\_

**K. MAGI-CARD:**

Percent of mark -up offered \_\_\_\_\_ %

Product Identification (Manufacturer) \_\_\_\_\_

Type of Price Schedule (dealer, jobber, etc.) \_\_\_\_\_

Price Schedule Number \_\_\_\_\_

Date of Price Schedule \_\_\_\_\_

Price schedule column on which discount is based (i.e. distributor, Net, wholesale, etc.) \_\_\_\_\_

**L. MYER:**

Percent of mark -up offered \_\_\_\_\_ %

Product Identification (Manufacturer) \_\_\_\_\_

Type of Price Schedule (dealer, jobber, etc.) \_\_\_\_\_

Price Schedule Number \_\_\_\_\_  
Date of Price Schedule \_\_\_\_\_  
Price schedule column on which discount is based (i.e. distributor,  
Net, wholesale, etc.) \_\_\_\_\_

**M. SECURITIRON:**

Percent of mark -up offered \_\_\_\_\_ %  
Product Identification (Manufacturer) \_\_\_\_\_  
Type of Price Schedule (dealer, jobber, etc.) \_\_\_\_\_  
Price Schedule Number \_\_\_\_\_  
Date of Price Schedule \_\_\_\_\_  
Price schedule column on which discount is based (i.e. distributor,  
Net, wholesale, etc.) \_\_\_\_\_

**N. VELOCITY:**

Percent of mark -up offered \_\_\_\_\_ %  
Product Identification (Manufacturer) \_\_\_\_\_  
Type of Price Schedule (dealer, jobber, etc.) \_\_\_\_\_  
Price Schedule Number \_\_\_\_\_  
Date of Price Schedule \_\_\_\_\_  
Price schedule column on which discount is based (i.e. distributor,  
Net, wholesale, etc.) \_\_\_\_\_

**Specified Items:** are for overall bid evaluation purposes only and represent the most commonly used items. Vendor must provide unit price before mark up, % mark up, mark up offered in Price Schedule, unit price after mark up, and price list information and date.

Item	Part Number and Description	
1	M8N2 - DIGI*TRAC MODEL 8N2 - 8 DOOR - 115VAC	
	Estimated Annual Usage Each (A)	35
	Unit Price Before Mark up	
	% Mark up	
	Unit Price After Mark up (B)	
	Price List Information and Date	
	Extended Price (A x B)	
2	PVC-C - PVC CARD, BLANK, CREDIT CARD SIZE	
	Estimated Annual Usage Each (A)	4000
	Unit Price Before Mark up	
	% Mark up	
	Unit Price After Mark up (B)	
	Price List Information and Date	
	Extended Price (A x B)	
3	SMA-BASE-1Y - VIDEO MGMT SOFTWARE-GENETEC SOFTWARE SUPPORT 1Y	
	Estimated Annual Usage Each (A)	24
	Unit Price Before Mark up	
	% Mark up	
	Unit Price After Mark up (B)	
	Price List Information and Date	
	Extended Price (A x B)	
4	BW104 - MOUNTING BOX-MISC.	
	Estimated Annual Usage Each (A)	280
	Unit Price Before Mark up	
	% Mark up	
	Unit Price After Mark up (B)	
	Price List Information and Date	
	Extended Price (A x B)	
5	AL600ULACM - ALTRONIX POWER SUPPLY - 115VAC	
	Estimated Annual Usage Each (A)	35
	Unit Price Before Mark up	

	% Mark up	
	Unit Price After Mark up (B)	
	Price List Information and Date	
	Extended Price (A x B)	
6	CR-ICRP40PIV - CARD READER - HID ICLASS/PROX/PIV - WS	
	Estimated Annual Usage Each (A)	280
	Unit Price Before Mark up	
	% Mark up	
	Unit Price After Mark up (B)	
	Price List Information and Date	
	Extended Price (A x B)	
7	0285-004 - AXIS NETWORK CAMERA - M3014	
	Estimated Annual Usage Each (A)	200
	Unit Price Before Mark up	
	% Mark up	
	Unit Price After Mark up (B)	
	Price List Information and Date	
	Extended Price (A x B)	
8	D9412GV4-C - BOSCH W/ TRANS, D8103 STD ENCL, LOCK/KEY	
	Estimated Annual Usage Each (A)	12
	Unit Price Before Mark up	
	% Mark up	
	Unit Price After Mark up (B)	
	Price List Information and Date	
	Extended Price (A x B)	
9	IDP-MP4OLHS - ID PRINT - MAGICARD PRIMA4 OVERLAY LAMHS	
	Estimated Annual Usage Each (A)	4000
	Unit Price Before Mark up	
	% Mark up	
	Unit Price After Mark up (B)	
	Price List Information and Date	
	Extended Price (A x B)	
10	EXMS - EXIT CONTROL MOTION SENSOR	
	Estimated Annual Usage Each (A)	280

	Unit Price Before Mark up	
	% Mark up	
	Unit Price After Mark up (B)	
	Price List Information and Date	
	Extended Price (A x B)	
11	9600 - ELECTRIC STRIKE	
	Estimated Annual Usage Each (A)	280
	Unit Price Before Mark up	
	% Mark up	
	Unit Price After Mark up (B)	
	Price List Information and Date	
	Extended Price (A x B)	
12	IS-MV - AIPHONE VIDEO MASTER STATION	
	Estimated Annual Usage Each (A)	6
	Unit Price Before Mark up	
	% Mark up	
	Unit Price After Mark up (B)	
	Price List Information and Date	
	Extended Price (A x B)	

Please complete the following:

Prompt Payment Discount: \_\_\_\_% \_\_\_\_ days. (If no discount is offered, Net 30 will apply.)

Delivery shall be made within \_\_\_\_\_ calendar days after receipt of order.

**City shall pay no other fees or expenses, unless expressly provided for herein.**

Contractor shall provide the City with a 24 hour contact phone number:

Telephone Number: ( ) \_\_\_\_\_

Cell Phone Number: ( ) \_\_\_\_\_

Pager Phone Number: ( ) \_\_\_\_\_

General Manager Phone Number: ( ) \_\_\_\_\_

## RFP ATTACHMENT C

### CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at

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

Instructions for completing the Contracts Disclosure form are listed below:

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

**RFP ATTACHMENT D**  
**LITIGATION DISCLOSURE FORM**

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

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

Yes \_\_\_      No \_\_\_

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

Yes \_\_\_      No \_\_\_

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

Yes \_\_\_      No \_\_\_

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

**RFP ATTACHMENT E**  
**REQUIREMENTS TRACEABILITY MATRIX**  
NOT REQUIRED FOR THIS SOLICITATION.

## RFP ATTACHMENT F

### CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

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

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

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

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

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

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

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

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

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

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

**RFP ATTACHMENT G**  
**SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN**  
**POSTED AS A SEPARATE DOCUMENT**

**RFP ATTACHMENT H**  
**CJIS ADDENDUM**  
**ATTACHED AS A SEPARATE DOCUMENT.**

## RFP ATTACHMENT I

### SIGNATURE PAGE

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

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

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

**IF AWARDED A CONTRACT IN RESPONSE TO THIS RFP, RESPONDENT CERTIFIES THAT IT IS ABLE AND WILLING TO COMPLY WITH THE VENUE, THE INSURANCE AND INDEMNIFICATION REQUIREMENTS SET OUT IN THE TERMS & CONDITIONS OF THIS AGREEMENT. A FAILURE TO COMPLY WITH THE VENUE, JURISDICTION AND ARBITRATION, INTELLECTUAL PROPERTY, UNDISCLOSED FEATURES, OWNERSHIP AND LICENSES, CERTIFICATIONS, ACCEPTANCE CRITERIA, AND INSURANCE AND INDEMNIFICATION REQUIREMENTS OF THIS RFP WILL RESULT IN REJECTION OF THE PROPOSAL. RESPONDENT UNDERSTANDS AND AGREES THAT THE TERMS CONTAINED IN THIS RFP ARE PART OF THE FINAL CONTRACT AND PREVAIL OVER ANY CONFLICTING TERMS IN ANY DOCUMENT FURNISHED BY RESPONDENT, EVEN IF NOT EXPRESSLY PROVIDED IN THE BODY OF THE CONTRACT.**

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

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

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

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

(S)he is authorized to submit this proposal on behalf of the entity.

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

**Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions.** I acknowledge that the contract to be awarded pursuant to this RFP has been designated a "high-profile" contract. I have read and understand the provisions regarding high profile contracts that appear on the cover page of this RFP.

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

---

Respondent Entity Name

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

\_\_\_\_\_  
Co-Respondent Entity Name

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

If submitting your proposal electronically, through City's portal, Co-Respondent must also log in using Co-Respondent's log-on ID and password, and submit a letter indicating that Co-Respondent is a party to Respondent's proposal and agrees to these representations and those made in Respondent's proposal. While Co-Respondent does not have to submit a copy of Respondent's proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

\_\_\_\_\_  
Co-Respondent Entity Name

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

**RFP ATTACHMENT J**  
**PROPOSAL CHECKLIST**

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

Document	Initial to Indicate Document Is Attached to Proposal
Table of Contents	
Executive Summary	
General Information Form and References RFP Attachment A, Part One	
Experience, Background & Qualifications RFP Attachment A, Part Two	
Proposed Plan RFP Attachment A, Part Three	
Price Schedule RFP Attachment B	
+Contracts Disclosure Form RFP Attachment C	
Litigation Disclosure Form RFP Attachment D	
Requirements Traceability Matrix RFP Attachment E	NOT REQUIRED
+Certificate of Interested Parties (Form 1295) RFP Attachment F	
Proof of Insurability Insurance Provider's Letter Copy of Current Certificate of Insurance	
Financial Information (Audited Financial Statements)	
Subcontractor/Supplier Utilization Commitment Form RFP Attachment G	
CJIS Addendum RFP Attachment H	
+Signature Page RFP Attachment I	
Proposal Checklist RFP Attachment J	
One <b>COMPLETE ELECTRONIC COPY</b>	
*Signed Addenda, if any	

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