

ORDINANCE 2021-05-06-0296

APPROVING A CONTRACT WITH WESTERN STATES FIRE PROTECTION CO., FOR THE REPLACEMENT OF A FIRE ALARM PANEL AND ALARM SYSTEM DEVICES AT THE INTERNATIONAL CENTER FOR THE BUILDING AND EQUIPMENT SERVICES DEPARTMENT FOR A TOTAL ESTIMATED COST OF \$96,763.00. FUNDING FOR THIS CONTRACT IS AVAILABLE FROM THE ADOPTED FY 2021 INTERNATIONAL CENTER REPAIR & REMODEL CAPITAL BUDGET.

* * * * *

WHEREAS, bids were submitted to provide labor, materials, and equipment to perform the removal and replacement of the existing fire alarm control panel and alarm system devices at the International Center; and

WHEREAS, Western States Fire Protection Company, submitted the low bid for a total cost of \$96,763.00; **NOW THEREFORE**:

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

SECTION 1. The bid submitted by Western States Fire Protection Company to provide the Building and Equipment Services Department with labor, materials, and equipment to perform the removal and replacement of the existing fire alarm control panel and alarm system devices at the International Center for a total cost of \$96,763.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the bid tabulation and contract is attached hereto and incorporated herein for all purposes as **Exhibit I**.

SECTION 2. Payment is authorized to be encumbered and made payable to Western States Fire Protection Co., in an amount not to exceed \$96,763.00. Payment is in support of the International Center Building Capital Improvements Project using Fund 40099000 with WBS 40-00268-05-02-01 and GL Account 5201140. Funding for this project is provided by the International Center Repair & Remodel Fund and is in the FY 2021 – FY 2026 CIP Budget.

Payment is limited to the amounts budgeted in the operating and/or capital budget funding sources identified. All expenditures will comply with approved operating and/or capital budgets for current and future fiscal years.


SECTION 3. The financial allocations in this ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund

LC
05/06/21
Item No. 6

Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this ordinance.

SECTION 4. 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 6th day of May, 2021.



M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:



Tina J. Flores, City Clerk



Andrew Segovia, City Attorney



City of San Antonio

City Council

May 06, 2021

Item: 6

File Number: 21-2556

Enactment Number:

2021-05-06-0296

Ordinance approving a contract with Western States Fire Protection Co., to provide labor, materials, and equipment to perform the removal of the existing system; and the replacement of the fire alarm control panel and alarm system devices at the International Center for Building and Equipment Services Department for a total estimated cost of \$96,763.00. Funding for this contract is available from the FY 2021 International Center Repair & Remodel Capital Budget. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]

Councilmember John Courage made a motion to approve. Councilmember Adriana Rocha Garcia 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
05/06/21
Item No. 6

Exhibit I

Opened: October 2, 2020			
For: International Center Fire Panel Replacement			
6100013254		KH	
		Non-Local	Non-Local
		Western States Fire Protection	Allied Fire Protection
		141 Windy Meadows Dr.	2110 Mannix Dr.
		Schertz, TX 78154 (210) 967-4731	San Antonio, TX 78217 (210) 646-6716
Item	Description	Estimated Quantity	
1	Engineering Design/Drawings/Permits: (Included in proposal submission documents.)	1	
	Price per Each		\$18,891.00
	Total Price		\$18,891.00
2	Labor for installation and removal of system: (Included in proposal submission documents.)	1	
	Price per Each		\$35,340.00
	Total Price		\$35,340.00
3	Parts and Materials: (Included in proposal submission documents.)	1	
	Price per Each		\$25,782.00
	Total Price		\$25,782.00
* 4	Standard Hourly Labor Rate (Reg): (For work outside the SOW such as change orders that may be required due to work previously unidentified.)	15	
	Price per Hour		\$90.00
	Total Price		\$1,350.00
* 5	Fire Watch Labor Rate: (Should City elect to use contractor to preform service.)	40	
	Price per Hour		\$170.00
	Total Price		\$6,800.00
* 6	Over Time Hourly Labor Rate (OT): (For work outside the SOW such as change orders that may be required due to work previously unidentified.)	10	
	Price per Hour		\$135.00
	Total Price		\$1,350.00
7	Access Panels greater than 12" x 12": (Should an access panel be required that is greater than the identified size. All other access panels smaller than identified size shall be included in line item 2 price.)	5	
	Price per Hour		\$800.00
	Total Price		\$4,000.00
* 8	Mark up %: (mark up % over cost on any parts that might be required due to a change order to the SOW caused by work/parts requirements previously unidentified.)	\$2,500.00	
	Percentage of Mark Up		30%
	Total Price		\$3,250.00
	Payment Terms		Net 30
	Estimated Total		\$96,763.00
	Estimated Award		\$96,763.00

Line item "Total Price" adjusted to match "Estimated Quantity" per IFB



CITY OF SAN ANTONIO
FINANCE DEPARTMENT - PURCHASING DIVISION

FORMAL INVITATION FOR BID (“IFB”) NO.: 6100013254

INTERNATIONAL CENTER FIRE PANEL REPLACEMENT – BESD

Date Issued: September 14, 2020

BIDS MUST BE RECEIVED **NO LATER THAN:**
2:00 P.M., CENTRAL TIME, **OCTOBER 2, 2020**

Bids must be submitted by Electronic submission through the SAePS Portal

ONLY ELECTRONIC SUBMISSIONS SHALL BE ACCEPTED

Bid Bond: No Performance Bond: No Payment Bond: No Other: NA

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: No DBE / ACDBE Requirements: No

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

Pre-Submittal Conference: YES

Pre-Submittal conference will be held on September 16, 2020 at 10:30 a.m., Central Time, via teleconference/WebEx meeting

<https://sanantonio.webex.com/sanantonio/j.php?MTID=meb913838285ab4bc52c82f2b206ead29>

Meeting Number (access code): 133 705 8305

Meeting Password: muPKM9U2xX3

Join by phone: 1-415-655-0001

Site Visits: YES (See Attachment F)

Staff Contact Person: Kelley Handsor, Procurement Specialist III, 210-207-3362, email: Kelley.Handsor@SanAntonio.gov

SBEDA Contact Information: Daniel Gonzalez, (210) 207-0283, email, Daniel.Gonzalez6@sanantonio.gov

002 - TABLE OF CONTENTS

002 - TABLE OF CONTENTS..... 2
003 - INSTRUCTIONS FOR BIDDERS 3
004 - SPECIFICATIONS / SCOPE OF SERVICES 9
005 - SUPPLEMENTAL TERMS & CONDITIONS 17
006 - GENERAL TERMS & CONDITIONS 20
007 - SIGNATURE PAGE 25
008 - STANDARD DEFINITIONS 26
009 - ATTACHMENTS 28

003 - INSTRUCTIONS FOR BIDDERS

Submission of Bids

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

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

Modified Bids: Bids may be modified provided such modifications are received prior to the time and date set for submission of bids, and submitted in the same manner as original bids. For electronic bids, a modified bid will automatically replace a prior bid submission. See below for information on submitting Alternate Bids.

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

Bidder's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

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

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

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

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

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

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

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

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

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

Restrictions on Communication:

Bidders are prohibited from communicating with: 1) City officials as defined by §2-62 of the City Code of the City of San Antonio, regarding the IFB or bids from the time the IFB 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 IFB has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the IFB and/or bid submitted by Bidder. Violation of this provision by Bidder and/or its agent may lead to disqualification of Bidder's bid from consideration.

Exceptions to the restrictions on communication with City employees include:

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

Bidders may submit written questions, or objections to specifications, concerning this IFB to the Staff Contact Person listed on the Cover Page on or before five (5) calendar days prior to the date bids are due. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

Bidders and/or their agents are encouraged to contact the Small Business Office of the 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, Daniel Gonzalez, may be reached by telephone at (210) 207-0283 or by e-mail at Daniel.Gonzalez6@sanantonio.gov *Contacting the Small Business Office regarding this IFB after the bid due date is not permitted.* If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

Bidders may contact the Vendor Support staff at (210) 207-0118 or by email at vendors@sanantonio.gov for assistance with vendor registration and submitting electronic bids.

Pre-Submittal Conference:

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

Pre-Submittal Conference participation is optional, but highly encouraged.

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. Bidders are encouraged to resubmit questions asked during the meeting in writing to the City Staff person identified on the title page, after the conclusion of the Conference.

All attendees to the Pre-Submittal Conference will be asked to confirm attendance by emailing the Procurement Specialist (Staff Contact Person) at the time of the meeting. This information will be compiled into a "sign-in sheet" for the meeting and may be posted to the City's website or otherwise disseminated publicly.

To request an interpreter for the deaf or other assistance, call (210) 207-7245 Voice/TTY. Interpreters for the deaf must be requested at least 48 hours prior to the meeting.

Changes to IFB:

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

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

Preparation of Bids:

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

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

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

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

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

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

Description of Supplies:

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

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

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

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

Estimated Quantities for Annual Contracts:

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

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

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

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

Interlocal Participation:

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

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

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

Rejection of Bids:

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

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

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

The bid is conditional; or

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

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

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

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

Withdrawal of Bids: Bids may be withdrawn prior to the time set for the bid opening. Electronically submitted Bids may be withdrawn electronically.

Bid Opening: Bids will be publicly read aloud at 2:30 on the day the bids are due. Bid openings are conducted via teleconference; **Join by phone:** 1-415-655-0001, **Meeting number (access code):** 289 671 748.

Evaluation and Award of Contract:

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

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

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

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

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

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

Inspection of Facilities/Equipment:

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

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

Prompt Payment Discount:

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

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

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

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

Bid Protest Procedures:

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

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

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

Prohibited Financial Interest:

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in Sections 2-42 and 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
- an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
- an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

By submitting a bid, Bidder warrants and certifies, and a contract awarded pursuant to this IFB is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City.

Unfair Advancement of Private Interests: Pricing and discounts contained in this contract are for use by City departments conducting City business. City employees may not use their positions to obtain special treatment or prices that are not available to the general public

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 Office of the City Clerk if those persons meet the requirements under §176.006(a) of the statute.

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

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

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

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:

<https://www.sanantonio.gov/Portals/0/Files/Ethics/OCC-CIQ-Addendum.pdf>

When completed, the CIQ Form and the CIQ-A Form should be submitted together, by mail, to the Office of the City Clerk. Mail to:

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

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

Certificate of Interested Parties (FORM 1295)

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

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation. (e.g. IFB 61000001234, RFO 61000001234 or RFCSP 61000001234). Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". The form is available from the Texas Ethics Commission by accessing the following web address:

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

Print your completed Form 1295 showing the Certification Number and Date filed in the Certification of Filing box at the upper right corner. Sign Form 1295 and submit it with your response to this solicitation.

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

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (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.

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.0 BACKGROUND:

The City of San Antonio (City) is soliciting bids for a qualified contractor to perform the removal of the existing system; and the replacement of the fire ~~detection~~-alarm control panel and alarm system devices (if applicable) for the International Center, located at 203 S. Saint Mary's Street, for the Building & Equipment Services Department (BESD). The requested services are required to preserve the safety, reliability and functionality of the Life Safety System(s) for the building and its occupants. The services in this IFB require the bidder to install a new addressable, integrated and fully functional system. The scope of this IFB is not intended to restrict new technologies or alternative arrangement(s), provided that the level of protection required is not lowered. Additionally, the scope of work contained herein shall include but shall not be limited to furnishing all designs, approvals and permits, equipment, devices, software, wiring & conduit, miscellaneous material, interfaces, delivery, labor, supervision, transportation, copies of required documentation, programming equipment, testing and commissioning services necessary to design, furnish and install a complete integrated and operational system.

4.1 VENDOR DEFINITIONS AND QUALIFICATIONS:

4.1.1 Definitions:

4.1.1.1 BESD – City's Building and Equipment Services Department.

4.1.1.2 City Designated Departmental Representative (CDDR) – the facilities maintenance manager or coordinator for the respective City department.

4.1.1.3 Materials – materials include, but are not limited to: parts, chemicals, instruments and other goods used to perform the requirements in this solicitation.

4.1.1.4 NETA – National Electrical Testing Association.

4.1.1.5 NFPA – National Fire Protection Agency.

4.1.2 To view any required City owned drawings or plans contractor shall sign a Non-Disclosure Agreement (NDA) prior to project start date.

4.1.3 Contractor shall hold all proper and current licenses, insurances, and bonds as required by the City, County, and State.

4.1.4 Contractor shall submit proof of license with bid response. Licenses shall include, but are not limited to:

4.1.4.1 Fire Alarm Technician (FAL)

4.1.4.2 Provide proof that a Technician Level 3 Certificate as issued by the National Institute for Certification in Technologies (NICET) has been issued for the project Engineer actively proposed to complete work on this project.

4.1.5 It is preferred that Contractor is an approved or accredited servicing agent for any of the manufacturers of fire alarm control panels and supporting components. Furthermore, it is preferred that Contractor is an approved or accredited servicing agent for the existing system manufacturer.

4.1.5.1 Equipment manufacturer authorization letters stating that vendor is a factory authorized distributor and installer and is certified to repair the equipment proposed within this IFB.

4.1.5.1.1 Vendor shall be licensed to purchase and install required software.

4.1.6 Vendor must have been engaged in the business of providing fire protection services similar in size and scope to the requirements of this IFB for at least three years, within the last five years. Vendor must include verifiable information with bid submission.

4.1.6.1 Proof shall document that vendor has successfully installed similar sized systems for fire detection, evacuation voice, and visual signaling control components on previous projects.

4.1.6.2 Vendor shall have factory trained staff capable of servicing and installing the system.

4.1.6.3 Service Capability: Contractor shall have an in house or local Engineer available to provide services under this contract.

4.1.7 Vendor shall provide services in accordance with all federal, state and local applicable laws, standards and regulations necessary to perform the services.

- 4.1.8 All the Contractor's technicians performing work on the Equipment shall have a minimum of five (5) years of experience performing maintenance on fire alarm systems and supporting equipment as required by the manufacturer. In addition to the minimum years of experience, the Contractor shall provide documentation that the supervisor and service technicians meet the certification and qualification requirements listed in NFPA standards to include but not be limited to: NFPA 101 and NFPA 72 as applicable. Contractor shall also provide documentation to confirm the amount of actual experience.

4.2 REFERENCES:

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

National Fire Protection Association	
NFPA 25	Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems
NFPA 70	National Electrical Code
NFPA 70B	Recommended Practice for Electrical Equipment Maintenance
NFPA 70 E	Standard for Electrical Safety in Workplace
NFPA 72	National Fire Alarm Code®
NFPA 101	Life Safety Code
NFPA 110	Standard for Emergency and Standby Power Systems
NFPA 551	Guide for the Evaluation of Fire Risk Assessments
ANSI	
ANSI S1.4a	Specification for Sound Level Meters
State of Texas	
Chapter 6003	Texas Insurance Code, Fire Protection Sprinkler System Service and Installation
Manufacturer's Information	
Manufacturer's documentation	Manufacturer's O&M documentation
Other	
IBC	International Building Code (IBC) 2012 Edition
NEC	National Electric Code (NEC) 2014 Edition
UL	Underwriters Laboratories, Inc.

4.3 SUBMITTALS:

- 4.3.1 Vendor shall submit a detailed bid response which describes the full scope of the proposed work. At a minimum it shall include:
- 4.3.1.1 Table of Contents
 - 4.3.1.2 System description and functionality
 - 4.3.1.3 Project Personnel with qualifications to include; Project Manager (PM), Design Engineer and lead Technician(s)/Installer(s)
 - 4.3.1.4 Duration and phasing of project.
 - 4.3.1.4.1 Phasing must include the duration of time that fire panel will be inoperable, or the building will be without a fire alarm system.
- 4.3.2 Product listing: Contractor shall provide a detailed list of all components and devices required for the complete system. Each part, device or component shall include a listing number, detailed description, manufacturer, manufacturer part number, and product data sheet.
- 4.3.3 Contractor shall submit technical information consisting of annotated catalog sheets of each specified device inserted in a 3-ring binder in the same order as the devices appear in the product listing.
- 4.3.4 Contractor shall include drawings and diagrams to sufficiently describe the project understanding, scope of project, and interface with all related and required systems.

4.4 EQUIPMENT:

4.4.1 System Components:

- 4.4.1.1 System shall be a non-proprietary addressable Fire Alarm ~~and~~ Control Panel system.
- 4.4.1.2 System shall be designed, engineered, and manufactured by a single manufacturer.
- 4.4.1.3 All existing equipment and system components shall be used if compatible with the proposed new system. All proposed equipment and system components furnished and installed shall be new and listed by UL for their intended use. All equipment and system components shall be the predominate standard product of a single manufacturer unless the submittal clearly indicates additional products that are required to meet the minimum requirements or an improved performance standard. Evidence of UL listing is required for all components.
- 4.4.1.4 Cabling and Wiring:
 - 4.4.1.4.1 All cabling and wire used in the fire alarm system for fire data, fire panel communication data, fire audio, and fire strobe shall be in compliance with all federal, state, and local laws, codes and regulations.
 - 4.4.1.4.2 Existing cables and wires may be used for new devices, however if a device is removed and not replaced, the existing cable must be removed or crimped with the appropriate connector; and a cover panel/plate or wall patch of similar wall composition, sufficient to cover the removed device's "hole" shall be put in place to properly cover the removed device's location. Cover and/or patch shall astatically blend/match existing color scheme or be of a paintable composite material.
 - 4.4.1.4.3 All cable and wire installed shall be physically protected.
 - 4.4.1.4.4 All cabling and wiring shall be installed per NEC and local codes and comply with NEC fire alarm use.
 - 4.4.1.4.5 Cable and wiring shall be run parallel or perpendicular to the building trusses.
 - 4.4.1.4.6 Cable and wiring shall be installed in conduit.
 - 4.4.1.4.7 When cable and wire is installed on the exterior of a wall, rigid conduit shall be used to protect it. This conduit shall have the appropriate connector installed where the cable exits the conduit into the J-Box.
 - 4.4.1.4.8 Wherever a cable or wire enters a conduit box an approved connector shall be used to secure it.
 - 4.4.1.4.9 If cable or wire is installed above a suspended ceiling there shall be sufficient extra cable in flexible conduit coiled up near the termination point to enable the fire alarm device to be relocated to an adjacent ceiling tile if necessary.
 - 4.4.1.4.10 Contractor shall mark and label all cable and wire so that they can be referenced to location and use.
 - 4.4.1.4.11 All shields shall be continuous and insulated unless a designated terminal is provided.
 - 4.4.1.4.12 Shields shall be grounded at both.
 - 4.4.1.4.13 All devices with ground bonding wires attached shall be bonded to their back box or mounting plate.
 - 4.4.1.4.14 All penetrations through firewalls shall be properly sleeved and sealed with an approved fire rated sealant.
 - 4.4.1.4.15 All conduits passing through a wall or floor shall be sleeved to prevent damage.
 - 4.4.1.4.16 All stranded wire ends shall be terminated to a screw down terminal and shall be equipped with a crimped spade connector.
 - 4.4.1.4.17 Splices are not allowed in fire alarm circuits.
- 4.4.1.5 New System Devices: shall include but not be limited to the following, if deemed not compatible with the proposed ~~new Fire Alarm Control Panel system.~~
 - 4.4.1.5.1 2 Remote Annunciators
 - 4.4.1.5.2 Addressable relay modules
 - 4.4.1.5.3 Addressable manual pull stations

- 4.4.1.5.4 Addressable smoke detectors
- 4.4.1.5.5 Addressable duct and heat detectors
- 4.4.1.5.6 Addressable sprinkler water-flow/tamper modules
- 4.4.1.5.7 NAC Extender Panels
- 4.4.1.5.8 Distributed audio amplifiers
- 4.4.1.5.9 Air handling system shutdown controls
- 4.4.1.5.10 Sprinkler supervisory switches and tamper switch supervision
- 4.4.1.5.11 Alarm output relays
- 4.4.1.5.12 Horns and strobes

4.5 MATERIAL AND PERFORMANCE REQUIREMENTS/WARRANTY:

- 4.5.1 Materials shall be in current production, as offered to commercial trades, and shall be of top quality. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MATERIALS ARE NOT ACCEPTABLE.
- 4.5.2 Any Materials, components or Parts used in complying with the contract shall be equal to or better than original Equipment and meet the manufacturers' requirements.
- 4.5.3 Specified Materials, components or Parts and Equipment shall be standard products of a manufacturer regularly engaged in the manufacture of such products. Specified Equipment shall essentially duplicate Equipment that has performed satisfactorily for at least two (2) years prior to bid opening. Standard products shall have been in satisfactory commercial or industrial use for two (2) years prior to bid opening. The 2-year requirement shall include applications of Equipment and Materials under similar circumstances and used for projects of similar size. The product shall have been for sale on the commercial market through advertisements, manufacturers' catalogs, or brochures during the two-year (2) period.
- 4.5.4 Materials shall be warranted against material defects and defects in workmanship for a period of not less than twelve (12) months and shall cover 100 percent (100%) of parts, labor, and supplies. The warranty period shall commence upon the date of acceptance by the City. If the manufacturer's standard warranty period exceeds twelve (12) months, then the standard warranty period shall prevail. The Contractor shall be ultimately responsible for issuing the warranty. The Contractor shall provide the CDDR with all manufacturers' warranty documents upon completion of service prior to leaving the job site. THIS WARRANTY DOES NOT APPLY TO ANY PRODUCT OR SOFTWARE WHICH HAS BEEN SUBJECTED TO ABUSE, MISHANDLING, OR IMPROPER USE.
- 4.5.5 Work performed shall meet all applicable standards and codes. Contractor shall warranty all work against any defects in workmanship; and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of one (1) year after completion of work. The warranty period shall commence upon date of acceptance by the City.

4.6 CONTRACTOR GENERAL REQUIREMENTS: Contractor shall –

- 4.6.1 Adhere to the terms and conditions identified in this solicitation.
- 4.6.2 Provide a primary point-of-contact.
- 4.6.3 Contractor shall provide all necessary safety barriers at the job site(s) during the execution of work to alert building occupants and other people of potential hazards.
- 4.6.4 Protect furnishings and other items with tarps, plastic sheeting or other methods as required and prior to commencing work.
- 4.6.5 Contractor shall be responsible for obtaining all required permits applicable to performance of this solicitation. Contractor shall include all such costs within its **solicitation Attachment A – Price Schedule Revision I Dated September 17, 2020**, as an all-inclusive price. Contractor shall ensure any work that requires a separate license is performed under the applicable license as required under local or state law.
- 4.6.6 Contractor shall at all times keep the site, including storage areas, free from accumulations of waste Materials. Before completing the work, Contractor shall remove from the premises all rubbish, tools, scaffolding, equipment, and Materials that are not the property of City. Upon completing the work, Contractor shall leave the site in a

clean and orderly condition satisfactory to City. Final cleanup is part of the work and Contractor is responsible for all construction refuse disposal containers and their removal from the site.

- 4.6.7 Contractor shall not use City waste disposal containers.
- 4.6.8 Contractor shall properly dispose of all debris, old Materials, and trash resulting from the specified work in an approved landfill. Contractor shall be responsible for the disposal of all waste to include universal and hazardous Materials resulting from the work. Handling and transporting of all waste Materials shall be performed in accordance with safety and environmental regulations. Contractor shall meet all Federal, State, and Local regulations for the disposal of the waste.
 - 4.6.8.1 All local, state, and federal safety and environmental requirements, standards, and regulations shall be followed per the Contractor-provided Health and Safety Management Plan or other Contractor-provided plan.
- 4.6.9 Contractor shall confine its operations (including storage of Materials) to areas authorized or approved by the City.
- 4.6.10 Contractor shall take all necessary precautions to ensure that no damage shall result from operations to private or public property. All damages shall be reported and repaired or replaced by Contractor at no cost to City.
- 4.6.11 Contractor shall notify the City representative once the work is complete and ready for its intended use.
- 4.6.12 Contractor will be responsible for scheduling and following all review and approval processes of the Authority Having Jurisdiction (AHJ).
- 4.6.13 Contractor is required to thoroughly inspect and document the existing conditions and prepare all necessary plans and drawings as will be required for design reviews, design presentations, permitting and construction.
- 4.6.14 Contractor is to procure all necessary approvals and permits with the AHJ. Contractor shall pay for all processing fees, permits and other associated cost.
- 4.6.15 Contractor shall inform CDDR a week in advance of all scheduled meetings, presentations, and/or review meetings with AHJ.
- 4.6.16 Contractor shall notify and include CDDR while performing all testing. Notification of time and place is to be given five (5) days in advance.
- 4.6.17 Contractor shall be responsible for providing all required professional Engineering stamps/certifications and all contractor's license requirements to comply with the City of San Antonio and the AHJ, so as to secure all approvals, permits and reviews.

4.7 GENERAL WORK REQUIREMENTS:

- 4.7.1 Contractor shall perform all work in strict compliance with the requirements of the National Fire Protection Association, manufacturer's requirements, and all applicable federal, state, and local laws and regulations.
- 4.7.2 Contractor shall lay out the work using acceptable practices before starting any activities.
- 4.7.3 Before ordering any Materials or performing any work, Contractor shall verify all requirements and shall be responsible for correctness of the same.
- 4.7.4 Parts, components and workmanship shall be those as recommended by the manufacturer of the Equipment, professional trade standards, and applicable codes and standards.
- 4.7.5 Contractor shall furnish to the CDDR, the manufacturer's recommended Materials, data, manuals, etc.
- 4.7.6 Unless otherwise stipulated, the contractor shall furnish all the work in accordance with the contract and all incidental work necessary to complete the project in a manner as defined within. Products shall be ready for use, occupancy, or operation by the City at the project completion. Contractor shall be responsible for the entire work and every part thereof.

4.8 SITE INSPECTIONS:

- 4.8.1 Vendors are encouraged to visit the facility location to become familiar with the amount of labor, materials, and equipment that shall be required in the performance of the work under this contract **PRIOR** to placing a bid.
- 4.8.2 The City will conduct one guided site visit. Site visits are not mandatory but Vendor is highly encouraged to attend. The Site Visit Schedule is listed as Attachment F in this IFB.
- 4.8.3 Vendor shall carefully examine the specifications required of this IFB and, if necessary, secure from the City any additional information that may be a requisite to a clear and full understanding of the work.
- 4.8.4 Existing Fire Alarm System:
 - 4.8.4.1 Siemens Notifier Fire Alarm System
 - 4.8.4.2 113 Smoke Detectors
 - 4.8.4.3 7 Heat Detectors
 - 4.8.4.4 24 Manual Pull Stations
 - 4.8.4.5 6 Duct Detectors and all associated peripheral equipment
 - 4.8.4.6 12 Addressable Relay Modules associated with existing elevator recall functions
 - 4.8.4.7 12 Monitor Modules associated with the existing wet/dry sprinkler systems
 - 4.8.4.8 12 Existing batteries in the existing NAC Extender Panels
 - 4.8.4.9 2 Remote Fire Alarm Annunciators
 - 4.8.4.10 6 NAC Extender Panels
 - 4.8.4.11 68 Strobe Only Notification Appliances
 - 4.8.4.12 51 Horn/Strobe Notification Appliances
 - 4.8.4.13 1 Bell outside of the Sprinkler Riser Room
- 4.8.5 Vendors shall submit all questions in writing to Kelley.Handsor@SanAntonio.gov in accordance with Section 003 – Instructions for Bidders, Restrictions on Communication. City's official response to questions will be addressed via an addendum.

4.9 WORK HOURS:

- 4.9.1 Unless otherwise specified, scheduled services shall be performed during normal working hours defined as AFTER 8:00 a.m. and BEFORE 5:00 p.m. weekdays, excluding holidays recognized by the City. City recognized holidays are published on the City's web site at <https://www.sanantonio.gov>.
- 4.9.2 City may request services during non-working hours on any day of the week, 365 days per year. These services shall be performed at no additional cost to the City.
- 4.9.3 Vendor shall perform services to the satisfaction of the City Designated Department Representative or their designee, hereafter referred to as CDDR.

4.10 SECURITY:

- 4.10.1 IDENTIFICATION. Contractor shall ensure Contractor's and subcontractors' personnel present a professional appearance and are readily identifiable to City staff when called out to perform work under this contract. Contractor shall have the following:
 - 4.10.1.1 Vehicle(s) with Contractor's Logo
 - 4.10.1.2 Contractor Uniforms or Company Logo Apparel. Contractor shall ensure Contractor's personnel present a neat appearance and be easily recognizable as a contractor employee. This shall be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate badges which contain the company's name and employee's name. Contractor's uniforms shall be clean, unstained, well-fitting, and in good order. Shoes shall be sturdy construction and shall cover the foot to meet any required sanitation and safety requirements. Open-toed shoes, sneakers, sandals, and heels higher than two inches shall not be worn.

- 4.10.1.3 ID Badges. Contractor shall ensure Contractor's employees and subcontractors performing work under this contract wear ID Badges at all times while performing work under this contract. Badge content must be approved by the City. As a minimum, badges shall contain the name of Contractor, the technician and name of contractor performing the work (if different).
- 4.10.2 PARKING: The contractor shall make arrangements with the designated City representative prior to off-loading tools and equipment at the job site. The contractor shall park only in spaces assigned by the designated City representative.
 - 4.10.2.1 Contractor shall park only in designated parking spaces when performing services at any location. The Contractor shall park vehicle and equipment legally and pay all associated costs for parking if applicable. The City will not be responsible for any violations, fines, or tickets incurred by the Contractor.
- 4.10.3 RESTROOMS & KITCHENS: Restrooms and kitchens shall not be used for washing tools and equipment.
- 4.10.4 SECURITY: The contractor shall provide a list of all contractor personnel or subcontractors at each job site and comply with all security measures required by the City. The Contractor shall ensure personnel I follow all required security standards and procedures to gain access to the facilities.
- 4.10.5 ACCESS: If the facility is vacant and locked at the time of Vendor's arrival, the Vendor shall call CDDR for further instructions. The City shall not incur additional charges for any delay or rescheduling.
- 4.10.6 **Criminal Background Checks:**
 - 4.10.6.1 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 006- General Terms and Conditions.
 - 4.10.6.2 Contractor is responsible for any costs incurred in conducting criminal background checks.
 - 4.10.6.3 Contractor shall remove an employee from service under this contract should Contractor become aware that the employee has been convicted of a crime as described below:
 - 4.10.6.3.1 Felony conviction
 - 4.10.6.3.2 Felony deferred adjudication
 - 4.10.6.3.3 Class A misdemeanor conviction
 - 4.10.6.3.4 Class A misdemeanor deferred adjudication
 - 4.10.6.3.5 Class B misdemeanor conviction
 - 4.10.6.3.6 Class B misdemeanor deferred adjudication
 - 4.10.6.3.7 Family violence conviction

4.11 SAFETY – Vendor shall:

- 4.11.1 Provide their personnel with all required safety equipment and instruct personnel to observe all safety policies, rules and requirements at all times, including, but not limited to: wearing eye protection when required, safety shoes, etc.
- 4.11.2 Maintain a safe work environment at all times and report immediately to the CDDR the existence of unsafe condition(s), which will compromise the safety of personnel or completion of the service.
- 4.11.3 Take all necessary safety precautions to avoid damage or injury to persons and/or property.
- 4.11.4 Provide the services in a manner that does not impact or interfere with occupants' daily responsibilities as the facility may or may not be occupied during the services.

4.11.5 Leave the work areas clean and free of materials, debris and vendor's equipment to the satisfaction of CDDR. Vendor shall remove from the premises and properly dispose of all chemical containers and packaging used in the performance of the service and dispose of dead rodents and pests in strict accordance with all applicable federal, state and local laws and regulations.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term:

This contract shall begin upon the effective date of the ordinance awarding the contract. This contract shall begin upon the date specified in the award letter, if it does not exceed \$50,000. This contract shall terminate on December 31, 2020.

Temporary Short-Term Extensions:

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

Temporary Contract Pending Award of Contract by City Council:

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

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

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

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

Insurance:

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

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

C) A Vendor's financial integrity is of interest to the City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by the City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Vendor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with

an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

INSURANCE TYPE	LIMITS
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 f. Damage to property rented to you	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage, must be on a per project aggregate.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.
5. Professional Liability (Claims-made Coverage)	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service. Coverage to be maintained and in effect for no less than two years subsequent to the completion of the professional service.

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

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

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

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

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

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

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

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

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

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

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

Incorporation of Attachments:

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

Attachment A – Price Schedule Revision I Dated September 17, 2020

Attachment B – Local Preference Program Identification Form

Attachment C – Veteran-Owned Small Business Program

Attachment D – Bidder References

Attachment E - Vendor Communication

Attachment F – Site visit

Attachment G – Pre-Submittal Agenda

Attachment H – Prints & Schematics

Attachment I – Pre-Submittal Conference Sign-in Sheet

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services:

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

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

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

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

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

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

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

Invoicing and Payment:

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

Information Required On Invoice:

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

Payment by City:

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

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

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

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

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

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

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished must be in writing and conform to the requirements of City Ordinance 2011-12-08-10014, as hereafter amended.

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

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

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

Termination:

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

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

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

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

Independent Contractor: Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in

connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

INDEMNIFICATION:

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

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

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

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

Records Retention:

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

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

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

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, Vendor 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 bid and any resulting contract. Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement for that subchapter.

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

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

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

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

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

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

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

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

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

Prohibition on Contracts with Companies Boycotting Israel:

Texas Government Code §2271.002 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 or 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 Organization Prohibited: Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on such list during the course of its contract with City, City may terminate the Contract for material breach.

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

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

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

007 - SIGNATURE PAGE

By submitting a bid, Bidder represents that:

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

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

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

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

Complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your bid.

Bidder Information

Please Print or Type

Vendor ID No.	_____
Signer's Name	_____
Name of Business	_____
Street Address	_____
City, State, Zip Code	_____
Email Address	_____
Telephone No.	_____
Fax No.	_____
City's Solicitation No.	_____

Signature of Person Authorized to Sign Bid

008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS

ATTACHMENT A

Price Schedule Revision I Dated September 17, 2020

Posted as a separate document

ATTACHMENT B

LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM

The City of San Antonio Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, establishes a local preference for specific contracting categories. Each time a bidder or respondent submits a bid for a solicitation, this Local Preference Program Identification Form must be completed and turned in with the solicitation response in order to be identified as a City Business and receive the preference.

Posted as separate document

ATTACHMENT C

Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance

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

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

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

Veteran-Owned Small Business Program Tracking Form – posted as a separate document.

ATTACHMENT D

Bidder References

Reference No. 1		
Firm/Company Name		
Contact Name:	Title:	
Address:		
City:	State:	Zip Code:
Telephone No:	Fax No:	
Date and Description of Service(s) Provided:		
Email Address of POC:		
Reference No. 2		
Firm/Company Name		
Contact Name:	Title:	
Address:		
City:	State:	Zip Code:
Telephone No:	Fax No:	
Date and Description of Service(s) Provided:		
Email Address of POC:		
Reference No. 3		
Firm/Company Name		
Contact Name:	Title:	
Address:		
City:	State:	Zip Code:
Telephone No:	Fax No:	
Date and Description of Service(s) Provided:		
Email Address of POC:		

ATTACHMENT E

CoSA – Vendor Communication

Posted as a separate document

ATTACHMENT F

CoSA – Site Visit(s)

Posted as a separate document

ATTACHMENT G

Pre-Submittal Agenda

Posted as a separate document

ATTACHMENT H

Prints & Schematics

Posted as a separate document

ATTACHMENT I

Pre-Submittal Conference Sign-in Sheet

Posted as a separate document

007 - SIGNATURE PAGE

By submitting a bid, Bidder represents that:

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

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

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

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

Complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your bid.

Bidder Information

Please Print or Type

Vendor ID No.	<u>1018633</u>
Signer's Name	<u>Oscar Gonzales</u>
Name of Business	<u>Western States Fire Protection</u>
Street Address	<u>141Windy Meadows Dr</u>
City, State, Zip Code	<u>Schertz, TX 78154</u>
Email Address	<u>oscar.gonzales@wsfp.us</u>
Telephone No.	<u>210-967-4731</u>
Fax No.	<u>210-967-4766</u>
City's Solicitation No.	<u>IFB6100013254 v2</u>



Signature of Person Authorized to Sign Bid

**Attachment A - Price Schedule Revision I Dated September 17, 2020
IFB 6100013254, International Center Fire Panel Replacement - BESD**

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

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

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

Column (C) is formulated and cannot be edited. Bidders shall enter their Price in Column (B).

Items	Description	Quantity Each/HR (A)	Price/% (B)	Extended Price (A) x (B) = (C) (C)
1	Engineering Design/Drawings/Permits: (Included in proposal submission documents.)	1	\$18,891.00	\$18,891.00
2	Labor for installation and removal of system: (Included in proposal submission documents.)	1	\$35,340.00	\$35,340.00
3	Parts and Materials: (Included in proposal submission documents.)	1	\$25,782.00	\$25,782.00
4	Standard Hourly Labor Rate (Reg): (For work outside the SOW such as change orders that may be required due to work previously unidentified.) (Estimated)	1	\$90.00	\$90.00
5	Fire Watch Labor Rate: (Should City elect to use contractor to perform service.) (Not to Exceed (NTE))	16	\$170.00	\$2,720.00
6	Over Time Hourly Labor Rate (OT): (For work outside the SOW such as change orders that may be required due to work previously unidentified.) (Estimated)	1	\$135.00	\$135.00
7	Access Panels greater than 12" x 12": (Should an access panel be required that is greater than the identified size. All other access panels smaller than identified size shall be included in line item 2 price.) (Not to Exceed (NTE))	5	\$800.00	\$4,000.00

**Attachment A - Price Schedule Revision I Dated September 17, 2020
IFB 6100013254, International Center Fire Panel Replacement - BESD**

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

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

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

Column (C) is formulated and cannot be edited. Bidders shall enter their Price in Column (B).

Items	Description	Quantity Each/HR (A)	Price/% (B)	Extended Price (A) x (B) = (C) (C)
8	Mark up %: (mark up % over cost on any parts that might be required due to a change order to the SOW caused by work/parts requirements previously unidentified.) (Estimated)	\$1.00	30%	\$1.30
Total				\$86,959.30

Prompt Pay Discount 0 % 0 days

If no discount offered, Net 30 days will apply.



ADDENDUM I

SUBJECT: Formal Invitation for Bid – International Center Fire Panel Replacement – BESD, Invitation for Bid (IFB) 6100013254, Scheduled to Open: September 30, 2020; Date of Issue: September 14, 2020

FROM: Denise D. Gómez, C.P.M., CPPB, Procurement Administrator

DATE: September 24, 2020

THIS NOTICE SHALL SERVE AS ADDENDUM NO. I - TO THE ABOVE REFERENCED INVITATION FOR BID

THE ABOVE MENTIONED INVITATION FOR BID IS HEREBY AMENDED AS FOLLOWS:

1. The IFB submission deadline has been extended to **October 2, 2020; 2:00 P.M. C.T.**
2. **IFB Attachment A - Price Schedule is hereby deleted and replaced with IFB Attachment A – Price Schedule Revision I Dated September 17, 2020, a copy of which is attached hereto and incorporated herein for all purposes.**

Bidder must complete and submit Attachment A - Price Schedule Revision I Dated September 17, 2020 with Bidder's proposal.

All references to the Price Schedule contained within the IFB shall mean Attachment A, Price Schedule – Revision I Dated September 17, 2020.

3. **Add:** Attachment H – Prints & Schematics. Posted as a separate document.
4. **Add:** Attachment I – Pre-Submittal Conference Sign-in Sheet. Posted as a separate document.
5. **IFB Section 004 Specifications/Scope of Services, Subsection 4.0, Background, is hereby amended to:** *"The City of San Antonio (City) is soliciting bids for a qualified contractor to perform the removal of the existing system; and the replacement of the fire alarm control panel and alarm system devices (if applicable) for the International Center, located at 203 S. Saint Mary's Street, for the Building & Equipment Services Department (BESD). The requested services are required to preserve the safety, reliability and functionality of the Life Safety System(s) for the building and its occupants. The services in this IFB require the bidder to install a new addressable, integrated and fully functional system. The scope of this IFB is not intended to restrict new technologies or alternative arrangement(s), provided that the level of protection required is not lowered. Additionally, the scope of work contained herein shall include but shall not be limited to furnishing all designs, approvals and permits, equipment, devices, software, wiring & conduit, miscellaneous material, interfaces, delivery, labor, supervision, transportation, copies of required documentation, programming equipment, testing and commissioning services necessary to design, furnish and install a complete integrated and operational system."*
6. **IFB Section 004 Specifications/Scope of Services, Subsection 4.1.5, is hereby amended to add:** *"Furthermore, it is preferred that Contractor is an approved or accredited servicing agent for the existing system manufacturer."*

7. **IFB Section 004 Specifications/Scope of Services, Subsection 4.3.1.4.1, Submittals, is hereby amended to add:** *"Phasing must include the duration of time that fire panel will be inoperable, or the building will be without a fire alarm system."*
8. **IFB Section 004 Specifications/Scope of Services, Subsection 4.4.1.4.2, is hereby amended to add:** *"and a cover panel/plate or wall patch of similar wall composition, sufficient to cover the removed device's "hole" shall be put in place to properly cover the removed device's location. Cover and/or patch shall astatically blend/match existing color scheme or be of a paintable composite material."*

**QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003 – INSTRUCTIONS FOR BIDDERS,
PRE-SUBMITTAL CONFERENCE:**

On September 16, 2020, the City of San Antonio hosted a virtual Pre-Submittal Conference and site tours were conducted on September 18, 2020 to provide information and clarification for the IFB – International Center Fire Panel Replacement - BESD. Below is a list of questions that were asked at the pre-submittal conference and/or via email prior to the conference and after site visits were conducted. The City's official response to questions asked is as follows:

- Question 1:** Will this project require alarm monitoring services to be provided for this location?
Response: No, monitoring services for this location are not part of this IFB. Monitoring services for this location are already under contract with another service provider. However, awarded Bidder will be required to work with monitoring contract holder during the process of removal/replacement, installation, and testing of the fire panel.
- Question 2:** Does the project have an estimated value?
Response: The City requests all responses to be based on the scope of work and bidder's best pricing.
- Question 3:** Will prints/drawings and/or schematics be provided?
Response: Please see added Attachment H – Prints & Schematics. The attachment is meant as a guide and is not intended to be all encompassing. Bidder is responsible for familiarizing themselves with the facility and actual device locations along with all other required information for final validations for this project and scope of work contained within the IFB.
- Question 4:** Who will be responsible for fire watch?
Response: Per section 4.3, Submittals, Bidder is to provide *"the duration of time that fire panel will be inoperable, or the building will be without a fire alarm system."* Additionally, Bidder is requested to complete Attachment A – Price Schedule Revision I Dated September 17, 2020, line item 7. Based on Bidder's response to both, City reserves the right to either use Bidder's labor and/or utilize City staff to conduct fire watch.
- Question 5:** If an access panel is required as part of the installation of equipment who is responsible for creating that access?
Response: Any access panel that is required and is smaller than 12" x 12" shall be included in Bidders response to Attachment A – Price Schedule Revision I Dated September 17, 2020, line items 2 and 3.
- Question 6:** If a device change-out is required, who will be responsible for painting and patching?
Response: Please refer to section 4.4.1.4.2, *"and a cover panel/plate or wall patch of similar wall composition, sufficient to cover the removed device's "hole" shall be put in place to properly cover the removed device's location. Cover and/or patch shall astatically blend/match existing color scheme or be of a paintable composite material."* The City will provide the paint for any repair/patch that requires painting.
- Question 7:** Will progressive billing be allowed during the project?
Response: Progressive billing will not be allowed for this project.
- Question 8:** Will a bid bond be required?
Response: Per page one (1) of the IFB a bid bond is not required for this solicitation.

Question 9: Does Attachment C-VOSB need to be filled out and submitted with the bid even if a company/contractor is not a Veteran Owned Small Business?

Response: Per Attachment C "Bidder must complete and return the attached Veteran-Owned Small Business Program tracking Form.", even if they are not VOSB certified and or qualified.

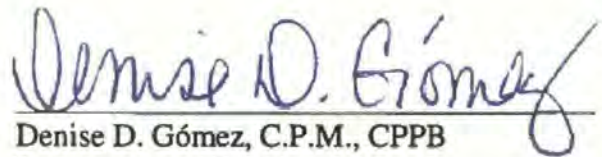
Question 10: Will COSA provide a sprinkler technician for pre-testing and final testing of the riser monitor modules?

Response: No, the City will not provide a sprinkler technician for pre-testing and final testing of the riser monitor modules. Per section 4.0, Background "the scope of work contained herein shall include but shall not be limited to furnishing all designs, approvals and permits, equipment, devices, software, wiring, & conduit, miscellaneous material, interfaces, deliver, labor, supervision, transportation, copies of required documentation, programming equipment, testing and commissioning services necessary to design, furnish and install a complete integrated and operational system."

Question 11: Will on-site parking be available during the project?

Response: Parking for off-loading of tools and equipment may be available at times, however it is not guaranteed. Per section 4.10.2.1, Parking, "Contractor shall park only in designated parking spaces when performing services at any location. The contractor shall park vehicle and equipment legally and pay all associated costs for parking if applicable. The City will not be responsible for any violations, fines, or tickets incurred by the Contractor."

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



Denise D. Gómez, C.P.M., CPPB

Procurement Administrator

Finance Department – Purchasing Division

DG/kh



ADDENDUM II

SUBJECT: Formal Invitation for Bid – International Center Fire Panel Replacement – BESD, Invitation for Bid (IFB) 6100013254, Opened: October 2, 2020; Date of Issue: September 14, 2020

FROM: Denise Gómez-Esquivel, C.P.M., CPPB, Procurement Administrator

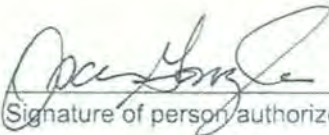
DATE: April 6, 2021

THIS NOTICE SHALL SERVE AS ADDENDUM NO. II - TO THE ABOVE REFERENCED INVITATION FOR BID

THE ABOVE MENTIONED INVITATION FOR BID IS HEREBY AMENDED AS FOLLOWS:

1. **IFB Section 005 Supplemental Terms & Conditions, Subsection Original Contract Term, is hereby amended to:** *"This contract shall begin upon the effective date of the ordinance awarding the contract. This contract shall begin upon the date specified in the award letter, if it does not exceed \$50,000. This contract shall terminate on December 31, 2021."*

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



Signature of person authorized to sign

Oscar Gonzalez

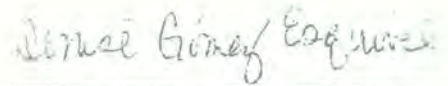
Printed name of person authorized to sign

ALARM AND DETECTION MANAGER

Title of person signing document

4/7/2021

Date



Denise Gómez Esquivel C.P.M..CPPB
Procurement Administrator
Finance Department – Purchasing Division

DGE/kh