

AN ORDINANCE 2015-04-02-0214

ACCEPTING THE OFFER FROM INTERKAL, INC. TO PROVIDE REPAIRS AND GENERAL MAINTENANCE ON THE RETRACTABLE SEATING FOR THE CONVENTION AND SPORTS FACILITIES DEPARTMENT FOR A ONE-TIME COST OF \$230,436.00, FUNDED WITH THE CONVENTION AND SPORTS FACILITIES STATE REIMBURSEMENT FUND.

* * * * *

WHEREAS, an offer was submitted by Interkal, Inc., a sole source supplier, to provide the City of San Antonio with repairs and general maintenance for the retractable seating system at the Alamodome for a cost of \$230,436.00; and

WHEREAS, this work requires the use of engineering drawings that are owned by Interkal, Inc.; and

WHEREAS, the Texas Local Government Code indicates that competitive bidding is not required under section 252.022(a)(7)(A) which provides for any items that are available only from a sole source of supply; **NOW THEREFORE:**

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


SECTION 1. The offer submitted by Interkal, Inc. to provide the City of San Antonio with repairs and general maintenance for the retractable seating system at the Alamodome for a cost of \$230,436.00 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 are attached hereto and incorporated herein for all purposes as **Exhibit I**.

SECTION 2. Payment in the amount of \$230,436.00 in SAP Fund 40099000, Other Capital Project, SAP Project Definition 45-00027, Alamodome Seating & Concrete Floor Improvement, is authorized to be encumbered and made payable to Interkal, Inc. to provide maintenance and repair of Interkal retractable seating currently installed at the Alamodome.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund 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.

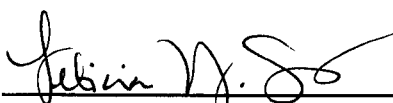
SECTION 4. This ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage.

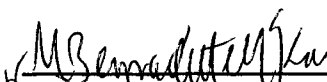
PASSED AND APPROVED this 2nd day of April, 2015.


M A Y O R
Ivy R. Taylor

ATTEST:

APPROVED AS TO FORM:


for Leticia M. Vacek, City Clerk


Martha G. Sepeda, Acting City Attorney

Agenda Item:	14 (in consent vote: 5, 6, 7, 8, 9, 11, 13, 14, 15, 16, 17, 18, 19, 20, 23, 24, 27, 28, 29, 30, 31, 33, 34, 35, 36, 37, 38, 41, 42, 43, 44)						
Date:	04/02/2015						
Time:	11:33:45 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance accepting the offer from Interkal, Inc. to provide repairs and general maintenance on the retractable seating for the Convention and Sports Facilities Department for a one-time cost of \$230,436.00, funded with the Convention and Sports Facilities State Reimbursement Fund. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1		x				x
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x			x	
Michael Gallagher	District 10		x				

EXHIBIT I

City of San Antonio Bid Tabulation

Opened: February 27, 2015			
For: Repairs for Retractable Seating at Alamodome		NON-LOCAL	
6100005730		JG	Interkal Inc 5981 E. Cork St. Kalamazoo, MI 49048 269-349-1521 ext. 294
Item	Description	Quantity	
1	Maintenance - Bank 1		
	Price Per Each	1	\$1,200.00
	Total Price		\$1,200.00
2	Maintenance - Bank 2		
	Price Per Each	1	\$2,200.00
	Total Price		\$2,200.00
3	Maintenance - Bank 3		
	Price Per Each	1	\$1,400.00
	Total Price		\$1,400.00
4	Maintenance - Bank 4		
	Price Per Each	1	\$8,420.00
	Total Price		\$8,420.00
5	Maintenance - Bank 5		
	Price Per Each	1	\$1,400.00
	Total Price		\$1,400.00
6	Maintenance - Bank 6		
	Price Per Each	1	\$2,200.00
	Total Price		\$2,200.00
7	Maintenance - Bank 7		
	Price Per Each	1	\$1,200.00
	Total Price		\$1,200.00
8	Maintenance - Bank 8		
	Price Per Each	1	\$600.00
	Total Price		\$600.00
9	Maintenance - Bank 9		
	Price Per Each	1	\$600.00
	Total Price		\$600.00
10	Maintenance - Southwest Bank		
	Price Per Each	1	\$9,400.00
	Total Price		\$9,400.00
11	Maintenance - Northwest Bank		
	Price Per Each	1	\$9,400.00
	Total Price		\$9,400.00
12	Maintenance - Northwest Pie		
	Price Per Each	1	\$2,300.00
	Total Price		\$2,300.00
13	Maintenance - North Bank		
	Price Per Each	1	\$15,700.00
	Total Price		\$15,700.00
14	Maintenance - Northeast Pie		
	Price Per Each	1	\$2,300.00
	Total Price		\$2,300.00
15	Maintenance - Northeast Bank		
	Price Per Each	1	\$9,800.00
	Total Price		\$9,800.00

City of San Antonio Bid Tabulation

Opened: February 27, 2015			
For: Repairs for Retractable Seating at Alamodome			
6100005730		JG	NON-LOCAL
		Interkal Inc 5981 E. Cork St. Kalamazoo, MI 49048 269-349-1521 ext. 294	
Item	Description	Quantity	
16	Maintenance - Southeast Bank Price Per Each Total Price	1	\$9,800.00 \$9,800.00
17	Supply & Replace Drive Rollers Price Per Set Total Price	92	\$712.00 \$65,504.00
18	Supply & Replace Drive Motors Price Per Each Total Price	9	\$1,200.00 \$10,800.00
19	Supply & Install Horses Price Per Each Total Price	12	\$2,125.00 \$25,500.00
20	Supply & Install Chairs Price Per Each Total Price	112	\$201.00 \$22,512.00
21	Supply & Install Lifter Actuators - 6 RH and 6 LH Price Per Each Total Price	12	\$1,900.00 \$22,800.00
22	Fee for Each Additional Trip Price Per Each Total Price	1	\$1,500.00 \$1,500.00
23	Freight Charge Price Per Each Total Price	1	\$3,900.00 \$3,900.00
	Payment Terms		Net 30
	Total		\$230,436.00
Total Award			\$230,436.00



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100005730

REPAIRS FOR RETRACTABLE SEATING AT ALAMODOME

Date Issued: FEBRUARY 26, 2015

RESPONSES MUST BE RECEIVED NO LATER THAN:
10:00 AM CT FEBRUARY 27, 2015

Responses may be submitted by any of the following means:

- Electronic submission through the Portal
- Hard copy in person or by mail

Address for hard copy responses:

Physical Address:

Purchasing Division
Finance Department
City of San Antonio
111 Soledad, Fifth Floor, Suite 500
San Antonio, Texas 78205

Mailing Address:

Purchasing & General Services
P.O. Box 839966
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"REPAIRS FOR RETRACTABLE SEATING AT ALAMODOME"

Offer Due Date: 10:00 A.M. CT, FEBRUARY 27, 2015

RFO No.: 6100005730

Offeror's Name and Address

Bid Bond: NO Performance Bond: NO Payment Bond: NO Other: N/A

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NOT APPLICABLE DBE / ACDBE Requirements: N/A

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

Pre-Submittal Conference * NO

* If YES, the Pre-Submittal conference will be held on **N/A** at N/A at N/A.

Staff Contact Person: JENNIFER GATES, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966

Email: JENNIFER.GATES@SANANTONIO.GOV

SBEDA Contact Information: N/A, N/A, N/A

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[No table of contents entries found.]

003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

Submission of Hard Copy Offers. Submit one original offer, signed in ink, and two copies of the offer enclosed in a sealed envelope addressed to the Purchasing and General Services Department at the address and by the due date provided on the Cover Page. The name and address of offeror, the offer due date and RFO number and title shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Offers. Submit one offer electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer 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.

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

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

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

Offerors must sign the Signature Page on hard copy offers and return the RFO document to City. For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

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

Certified Vendor Registration Form. If Offeror has not completed the City's Certified Vendor Registration (CVR) Form, Offeror is required to do so prior to the due date for submission of offers. The CVR form may be accessed at <http://www.sanantonio.gov/purchasing/>. Offerors 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 Offers. Alternate offers may be allowed at the sole discretion of City.

Hard Copy Alternate Offers. Hard copy alternate offers must be submitted in separate sealed envelopes in the same manner as submission of other offers. Alternate offers must be marked consecutively on the envelope as Alternate Offer No. 1, 2, etc. Failure to submit alternate offers in separate envelopes may result in rejection of an offer.

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

Catalog Pricing. (This section applies to offers using catalog pricing, unless this is a cooperative purchase.)

The offer 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.

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. 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 offers submitted electronically.

Offerors 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 the City Purchasing & General Services Department.

Specified items identified herein, if any, are for overall offer 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.

Offerors are prohibited from communicating with: 1) elected City officials and their staff regarding the RFO or offers from the time the RFO has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFO 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 RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

Offerors may ask verbal questions concerning this RFO at the Pre-Submittal Conference.

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before 1 calendar days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

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

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

Pre-Submittal Conference.

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

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

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

Changes to RFO.

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

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

Preparation of Offers.

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

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

Line Item Offers. Any offer that is considered for award by each unit or line item, must include a price for each unit or line item for which Offeror wishes to be considered. All offers 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" offer in the Supplemental Terms & Conditions.

All or None Offers. Any offer 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" offer, a unit price left blank shall result in the offer being deemed nonresponsive and disqualified from consideration. An "All or None" offer is one in which City will award the entire contract to one offeror only.

Delivery Dates. Proposed delivery dates must be shown in the offer form where required and shall include weekends and holidays, unless specified otherwise in this RFO. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the offer. 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. Offerors must not include such taxes in offer prices. An exemption certificate will be signed by City where applicable upon request by Offeror after contract award.

Samples, Demonstrations and Pre-award Testing. If requested by City, Offeror shall provide product samples, demonstrations, and/or testing of items offered 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 an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror'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.

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

Offerors 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 RFO. No plea of ignorance by Offeror will be accepted as a basis for varying the requirements of City or the compensation to Offeror.

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror 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 Offeror may not be considered confidential under Texas law, or pursuant to a Court order. Pricing may be tabulated and posted to City's website, so shall not be considered proprietary or confidential.

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

Rejection of Offers.

City may reject any and all offers, in whole or in part, cancel the RFO and reissue the solicitation. City may reject an offer if:

Offeror misstates or conceals any material fact in the offer; or

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

The offer is conditional; or

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

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

Changes to Offer Form. Offers must be submitted on the forms furnished. Offers that change the format or content of City's RFO may be rejected.

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person for offers submitted in hard copy. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on 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" offer in the Supplemental Terms & Conditions.

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

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 RFO, Offerors' facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

Prompt Payment Discount.

Provided Offeror meets the requirements stated herein, City shall take Offeror'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 offer price, either per line item or total offer 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 offer evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the offer price during offer evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

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

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

004 - SPECIFICATIONS / SCOPE OF SERVICES

1. **SCOPE:** This contract is issued on behalf of the Convention and Sports Facilities Department for the repair of Interkal retractable seating located at the Alamodome in accordance with the specifications listed herein.

2. **GENERAL CONDITIONS:** The following general conditions will apply to all items within this bid unless specifically excluded within any item.

2.1 Worksite Address:

Alamodome
100 Montana
San Antonio, TX 78202

2.2 Scheduling

Contractor shall be flexible in scheduling the project completion. Contractor will work with the Facility Representative to coordinate a work schedule tailored around existing events at the Alamodome. Installation may occur during normal working hours, after hours, weekends, and around special events. Contractor's work must not interfere or conflict with other contractors or facility needs. The Facility will be available 24 hours a day to complete this project, between scheduled events.

IMPORTANT: Contractor's work schedule must not interfere with planned events and must be coordinated around these events.

2.3 TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS CONTRACT. THE ENTIRE PROJECT MUST BE COMPLETED BY JUNE 30, 2015. COMPLETION OF THIS PROEJECT IN A TIMELY MANNER WILL ENABLE THE ALAMODOME TO BE READY TO HOST A MAJOR EVENT THAT IS SCHEDULED FOR THE FACILITY.

2.4 General Requirements:

The contractor shall supply all labor, materials, equipment, permits, for the proper execution and completion of the work; and shall construct in the best and most workmanlike manner complete installation and everything incidental thereto, as stated in the specifications.

Contractor shall only use subcontractor's that are certified by Interkal to perform maintenance and repair on Interkal telescopic spectator seating system currently installed at the Alamodome. Contractor represents that it shall utilize Interkal engineered drawings to complete the scope of work herein, and that said drawings are the proprietary work of Interkal, available only to Interkal. City relies on Interkal's representations regarding said drawings in issuing this RFO.

Contractor shall provide full time supervision and properly skilled craftsman to perform the work required under this Request for Offer. Unless specified to the contrary, all material used shall be new and of the best kind and grades and all workmanship shall be up to the best recognized standards known to the various trades.

Contractor's product and workmanship shall comply with all applicable City and State building codes, to include compliance with minimum wind sustainability for this type of structure. Contractor is required to obtain any City of San Antonio construction permits as may be required.

Installation Schedule: The installation schedule shall be coordinated with a Convention and Sports Facilities department-authorized representative(s). **Time is of the essence in the completion of this project. The entire project must be completed by June 30, 2015.** Contractor's employees, trucks, apparatus, etc. shall be under escort by badged, authorized representative(s). Security requirements dictate that Contractor's equipment must be easily identified by a company logo.

2.5 City Responsibilities:

The City assumes no responsibility for the contractor's property nor offers any storage for equipment, tools or supplies.

The City reserves the right to inspect all Contractor furnished materials and workmanship used to accomplish the work.

The City reserves the right to reject contractor's furnished materials and workmanship which does not conform to specifications.

2.6 Contractor Responsibilities:

Labor and Equipment: The contractor shall be solely responsible for their vehicles, equipment, tools, supplies, materials, and other property. The contractor shall remove such items from the work sites at the end of each work shift, as practical, and keep them in the contractor's possession unless otherwise approved by the City.

Uniform and ID Badges: Ensure that all contractor personnel, including any subcontractors, wear uniforms and an ID Badge at all times. At the City's request, the contractor may be requested to conduct employee background checks, to the extent allowable by law, including, at a minimum, references and prior employment histories to the extent necessary to verify representations made by said employees relative to their employment in the preceding five years.

Protection of Work and Property: The contractor shall confine his operations and work force to the space allowed by law and as allotted by the City. The contractor, at his expense, shall protect and be responsible for any damage to adjacent property.

Safety Equipment: The contractor shall observe the actual working conditions and provide any safety equipment, including, but not limited to, coordinate street/lane and sidewalk closures, hard barricades for the safety of the public, vendor and City staff while performing services.

Work Site: The contractor shall furnish and pay for all means of removing all trash and debris generated by this work. The construction area shall be kept clean and maintained on a daily basis. No debris shall be dumped and left about the surrounding areas. Upon completion of the work, the area shall be left clean and free of any and all trash, scraps, cartons or other debris. All debris, old materials, and trash resulting from the specified work are considered property of the contractor. The contractor shall be responsible for the disposal of all waste or hazardous materials resulting from the work. Handling, transport, and disposal of waste or hazardous materials must be done in such a manner as to insure the highest level of safety to the environment and to public health. The contractor shall assume full responsibility and liability for and act prudently in all aspects of handling, transport and disposal of any hazardous materials, securing any licenses and permits required by law and ensuring that any disposal facility to which any scrap, waste or hazardous materials may be moved are in compliance with Federal, State, and local laws and regulations.

3. QUANTITY and DESCRIPTION of Item Purchases:

ITEM	QUANTITY	DESCRIPTION
Item 1	1 Each	Maintenance - Bank 1
Item 2	1 Each	Maintenance - Bank 2
Item 3	1 Each	Maintenance - Bank 3
Item 4	1 Each	Maintenance - Bank 4
Item 5	1 Each	Maintenance - Bank 5
Item 6	1 Each	Maintenance - Bank 6
Item 7	1 Each	Maintenance - Bank 7
Item 8	1 Each	Maintenance - Bank 8
Item 9	1 Each	Maintenance - Bank 9
Item 10	1 Each	Maintenance - Southwest Bank
Item 11	1 Each	Maintenance - Northwest Bank
Item 12	1 Each	Maintenance - Northwest Pie
Item 13	1 Each	Maintenance - North Bank
Item 14	1 Each	Maintenance - Northeast Pie
Item 15	1 Each	Maintenance - Northeast Bank
Item 16	1 Each	Maintenance - Southeast Bank
Item 17	92 Sets	Supply & Replace - Drive Rollers
Item 18	9 Each	Supply & Replace Drive Motor Replacement
Item 19	12 Each	Supply & Install Horses
Item 20	112 Each	Supply & Install Platform Chairs
Item 21	6 RH & 6 LH Each	Supply & Install Lift Actuators
Item 22	1 Each	Fee for Each Additional Trip
Item 23	1 Each	Freight Charge

4. SCOPE OF WORK and SPECIFICATIONS - Contractor shall perform the following:

4.1 Standard Maintenance Procedures:

- a. Clean off the old grease and re-lubricate understructure.
- b. Replace all missing or broken horse wheels, axles and retaining clips. Use parts from City's existing stock.
- c. Check and tighten all wall/floor anchors and repair or replace as required.
- d. Check and tighten loose or replace missing hardware.
- e. Repair or replace all damaged or missing row locks and guide rods. Use parts from existing stock.
- f. Adjust operation of units as required.
- g. Check and adjust all electrical cable attachments and connections as required, repair limit switches and reconfigure electrical system as required for drive motors to function.
- h. Locations for Standard Maintenance Procedures:
 - 1h. Bank 1
 - 2h. Bank 2
 - 3h. Bank 3
 - 4h. Bank 4
 - 5h. Bank 5
 - 6h. Bank 6
 - 7h. Bank 7
 - 8h. Bank 8
 - 9h. Bank 9
 - 10h. Southwest Bank
 - 11h. Northwest Bank
 - 12h. Northwest Pie
 - 13h. North Bank
 - 14h. Northeast Pie
 - 15h. Northeast Bank
 - 16h. Southeast Bank

4.2 Major Repair Procedures and Parts Not Included in the maintenance described above:

- a. Supply and replace 92 sets of drive rollers.
- b. Supply and replace approximately 9 drive motors.
- c. Supply and install 12 replacement horses (6 in last row and 6 in next to last row) for Bank 4 and Bank 5.
- d. Supply and install 112 20" platform chairs (replace City's existing stock on bank PB02 and PB03).
- e. Supply and install 6 RH and 6 LH lift actuators.

5. TRIP CHARGES

First trip shall be at no-charge to City. Costs for each additional trip due to event schedule shall be billed per fixed additional trip fee as shown in Item 22 of Attachment A, 'Price Schedule'

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

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

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 RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. 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.

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.

All Or None Bid.

City of San Antonio will make award to one vendor only.

Insurance.

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

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000

<p>3. Broad form Commercial General Liability Insurance to include coverage for the following:</p> <p>a. Premises/Operations *b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you</p>	<p>For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage</p> <p>f. \$100,000</p>
<p>4. Business Automobile Liability</p> <p>a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles</p>	<p>Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence</p>
<p>*if applicable</p>	

D) Bidder agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Bidder herein, and provide a certificate of insurance and endorsement that names the Bidder and the CITY as additional insureds. 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 endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Bidder shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Bidder shall pay any costs incurred resulting from said changes.

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

F) Bidder 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, cancellation, non-renewal or material change 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, Bidder shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Bidder'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 Bidder'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 Bidder to stop work hereunder, and/or withhold any payment(s) which become due to Bidder hereunder until Bidder demonstrates compliance with the requirements hereof.

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

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

Incorporation of Attachments.

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

Attachment A – Price Schedule

Attachment B – Supplemental Information for the Conflict of Interest Requirement

Attachment C – Alamodome Contractor Site Rules

Attachment D – Alamodome Event Schedule

006 - GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, 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 RFO 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 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 City's list of eligible bidders.

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

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

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

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

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

Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing and General Services Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

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 the 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 CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold 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 City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

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

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

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

be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

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

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

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

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

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section ILLC.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 City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

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

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

Entire Agreement. This contract, including City's final electronically posted online version, together with its authorizing ordinance, and its price schedule(s), attachments, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Amendment 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 an offer, whether electronically or by paper, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer 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;

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

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

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

Offeror 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 Offer

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 Offer - an RFO in which City will award the entire contract to one offeror only.

Alternate Offer - two or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

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

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

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

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

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

Line Item - a listing of items in an offer for which an offeror is expected to provide separate pricing.

Offer - a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

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

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

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

Pre-Submittal Conference - a meeting conducted by City, held in order to allow offerors 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 City's standard purchase order form, and which is the vendor's authority to deliver to and invoice City for the goods or services specified in an RFO for the price stated in vendor's offer.

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

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

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

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

009 - ATTACHMENTS

**ATTACHMENT A
PRICE SCHEDULE**

Item	Description	Quantity (A)	UOM	Price Per Each (B)	Extended Total Price (A x B = C)
1	Maintenance - Bank 1	1	EA	\$	\$
2	Maintenance - Bank 2	1	EA	\$	\$
3	Maintenance - Bank 3	1	EA	\$	\$
4	Maintenance - Bank 4	1	EA	\$	\$
5	Maintenance - Bank 5	1	EA	\$	\$
6	Maintenance - Bank 6	1	EA	\$	\$
7	Maintenance - Bank 7	1	EA	\$	\$
8	Maintenance - Bank 8	1	EA	\$	\$
9	Maintenance - Bank 9	1	EA	\$	\$
10	Maintenance - Southwest Bank	1	EA	\$	\$
11	Maintenance - Northwest Bank	1	EA	\$	\$
12	Maintenance - Northwest Pie	1	EA	\$	\$
13	Maintenance - North Bank	1	EA	\$	\$
14	Maintenance - Northeast Pie	1	EA	\$	\$
15	Maintenance - Northeast Bank	1	EA	\$	\$
16	Maintenance - Southeast Bank	1	EA	\$	\$
17	Supply & Replace Drive Rollers	92 Sets	One Set	\$	\$
18	Supply & Replace Drive Motors	9	EA	\$	\$
19	Supply & Install Horses	12	EA	\$	\$
20	Supply & Install Chairs	112	EA	\$	\$
21	Supply & Install Lifter Actuators	6 RH and 6 LH	EA	\$	\$
22	Fee for Each Additional Trip	1	EA	\$	\$
23	Freight Charge	1	EA	\$	\$
				Total Price	\$

Payment Terms: Prompt payment discount _____ % _____ days (if no discount is offered, net 30 will apply).

**ATTACHMENT E – SUPPLEMENTAL INFORMATION RELATED TO THE
STATE OF TEXAS CONFLICT OF INTEREST REQUIREMENT**

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

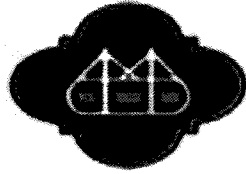
<http://www.ethics.state.tx.us/forms/CIQ.pdf>

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

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

ATTACHMENT C

CONTRACTOR SITE RULES



CITY OF SAN ANTONIO
ALAMODOME

CONTRACTOR SITE RULES

Contractor Parking

Parking is available for company vehicles in designated parking areas upon availability. Contractors arriving on site must have prior approval and parking permits. Temporary parking Passes may be requested from the Maintenance Manager. Parking in fire lanes and other areas marked "No Parking" may result in vehicles being towed.

Deliveries

All deliveries for contractors, including those likely to cause an obstruction, must be discussed with the Maintenance Manager. Designated times and locations may be assigned.

Diesel and Fossil Fueled Powered Vehicles and Equipment

Infiltration of diesel fumes into the building environment is a health and safety concern for staff, and visitors. Contractors must not operate diesel and fossil-fueled powered equipment and vehicles where fumes may be drawn into HVAC systems or naturally penetrate indoor spaces. Security will actively respond to these concerns and has the authority to shut down offending equipment.

Elevators

Service and or passenger elevators may be made available at certain times for transferring of materials with the agreement of the Maintenance Manager. Should fire occur or fire alarm sound, do not use the elevator.

Fire Alarm

Contractors shall be familiar with the ALAMODOME emergency procedures, especially the Fire Alarm procedure.

Remove persons from immediate danger and notify staff in immediate area.

Sound alarm as necessary at alarm pull station.

Extinguish fire if this can be done without jeopardizing personal safety.

First Aid

Contractors shall provide first aid services on the work site for their workers and sub trades. Contractors must have a person trained in first aid available at all times the Contractor is performing work and maintain a first aid station or stations, as per the Occupational Health and Safety Act and regulations for Construction Projects.

Harassment / Inappropriate Language / Horseplay

Contractors are advised that offensive language (e.g. swearing) and offensive behavior including harassment and horseplay are not acceptable. Contractor staff must perform their roles in a manner consistent with the ALAMODOME Mission, Vision, and Values.

Hazardous and Controlled Products

Contractors or their sub trades will not bring any hazardous and/or controlled products to project site without providing, in advance for the approval by the Maintenance Manager, Material Safety Data Sheets for the products. Hazardous and controlled products must be stored in accordance with good practice and as may be required under the COSA Fire Code. All Contractor staff must be trained in Hazardous Waste Operations on Emergency Response and be able to produce a record of training, upon request by the Department Facility Coordinator.

Housekeeping and Waste Management

At all times, the work site shall be kept clean from dust, debris, and trash. The Contractor is responsible for removal of construction debris and trash generated by Contractor work and sub trades from the worksite. ALAMODOME debris containers may not be used unless specified otherwise by the Maintenance Manager. All wastes generated by the contractor and sub trades must be handled and disposed of in accordance with provincial and municipal regulations. Recycling of materials is strongly encouraged.

Hygiene Facilities

Only facilities located at the southwest field level tunnel are permissible. Public facilities are not to be used at any time.

Identification

All Contractors will have an identity badge or company logo work shirts whenever on premises.

Meals and Breaks

Contractors shall advise their employees and sub trades the location for breaks and eating meals. Breaks are not are not allowed in public areas.

Noise and Vibration

Contractors and sub trades shall ensure that noise and vibration is kept to a minimum at all times. Equipment that generates high levels of noise or excessive vibration should be adequately damped, and/or silenced and/or soundproofed. Any activities that are expected to produce significant noise and/or vibration shall be approved by the Maintenance Manager and conducted during the times and locations specified.

Penetration of Walls, Floors, and Ceilings There is to be no access to, or alteration of the facility's infrastructure without appropriate approval from a designated authorizing department. Contractors and/or sub trades that require approval must obtain this from the Project Leader.

Personal Protective Equipment

Contractors are responsible for assessing all work activities and supplying their personnel and sub trades with the appropriate personal protective equipment (PPE), required to perform the work safely. PPE includes safety boots, safety glasses, hard hats, work gloves, outer clothing, respiratory protection equipment, fall arrest equipment, and any other PPE required by regulation or best practice. Contractor's employees and sub trades required to use PPE will be instructed in the proper care, use, and records of training available for review by the Department Facility Coordinator, as may be required.

Site Access and Egress (external)

Access routes into the ALAMODOME will either be specified (with a site plan) or agreed at the preliminary site meeting with the Maintenance Manager. Fire lanes are not to be blocked.

Site Access and Egress (internal)

Access sites within buildings at the ALAMODOME will be specified or agreed at the preliminary site meeting with the Maintenance Manager .

Smoking

ALAMODOME has Designated Smoking Areas (DSA) that must be used by all persons wishing to smoke. This policy is enforced by security. Contractors should ensure that cigarette disposal containers are used to keep grounds, parking lots, and roadways free of cigarette butts.

Tools and Equipment

Equipment and tools are not to be left unsupervised. The term equipment includes items such as scaffolding, ladders, guardrails, and barricades. All tools and equipment used on ALAMODOME facilities must be in good working order and be suitable for the intended use. Electrical equipment must be OSHA approved and all cords and connection cables inspected before and during use. Any equipment with damaged cords or plugs must not be used. Ladders and equipment used for working at heights must not be placed in any area where there is a potential for impact with other persons or equipment. Tools and equipment may not be borrowed from the ALAMODOME.

Unloading and Storage Areas (Temporary Hoarding)

Unloading areas may be allocated in certain locations in agreement with the Maintenance Manager. Storage areas will be designated in a similar way.

Warning Signs, Barricades, and Lighting

Contractors are responsible for the procurement and maintenance of all warning signs, barricades, and temporary lighting, as is appropriate for the nature of the job, and as may be required/requested by the Maintenance Manager. Warning signs shall be compliant with "Signs and Symbols for the Workplace", OSHA regulations, or as may be approved by the Project Leader

1. Contractors must stay within authorised areas, and must not enter any other areas without permission and/or being accompanied by authorised ALAMODOME Maintenance staff.
2. Men at Work and other applicable warning signage must be displayed at all times.
3. It is the Contractor's responsibility to provide adequate barriers to prevent entry into work areas by Dome Staff, attendees and visitors. Work in circulation areas must be adequately cordoned off. This is to be agreed with ALAMODOME Maintenance Management.
4. Contractors must ensure that all work areas are fully cleaned on completion, within the allotted timescale
Failure to do so will result in the deduction of expenses incurred by the ALAMODOME from the use of internal/external resources.

Fire fighting extinguishers located around the Dome premises may be used by contractor's and supplier's employees or other persons for emergencies only. Such equipment must not be used for any other purposes.

1. IN CASE OF FIRE

Fire alarm systems throughout the ALAMODOME are operated by pull station method; please ensure your employees understand this. The alarms will be a distinctive audible warning.

The alarm will automatically, result in the Fire Brigade arriving at the scene of the alarm, together with a Security Officer.

The Security Officer should be informed of the exact location and type of fire as soon after sounding the alarm as possible.

At the sound of the alarm, as described above, the building and workplace should be evacuated immediately without question and all Contractor's or Supplier's employees should assemble at the nearest assembly point. No one should re-enter the building until permission has been given from the Department Facility Coordinator.

2. BEFORE COMMENCEMENT OF WORK

The ALAMODOME must give permission before you commence working on site.

When first coming on site the Contractor or supplier should establish contact with the ALAMODOME representative in charge of the work or project. A **hot work permit** authorization form must be issued if applicable.

Ensure that the Dome representative is informed in advance of any materials or goods, which may be delivered to our premises prior to your employees commencing work. Such goods and materials are accepted and stored at your own risk and should be clearly marked as being for (the name of the firm and its representative)

3. DRAINS AND SEWERS

No chemical substances, oils, solvents or other obnoxious substances are to be poured into, or allowed to enter the Dome drains and sewers.

Accidental discharge should be reported to Dome Maintenance.

4. EQUIPMENT BROUGHT ON SITE

All equipment used by a Contractor or Supplier must comply with appropriate safety and electrical legislation.

Equipment left on site shall be kept in a safe and secure manner and at the risk of the Contractor or Supplier

All electrical equipment shall be of 110V or less. Exceptions on a case by case basis.

5. ACCIDENTS

Accidents which occur on Dome premises and result in an employee of the Contractor or Supplier being away from work for more than three days must be reported as required by existing regulations and additionally to the Dome representative in charge of the work or project who will arrange for the reporting of such accidents to CSEF Security.

The City reserves the right to investigate all accidents or serious incidents that occur on its premises and expects full co-operation from the Contractor or Supplier and their employees in the investigation of causes of such occurrences and in the interest of preventing similar occurrences.

6. ACCESS EQUIPMENT

All contractors should bring any access equipment with them that they require for the work. Suitable risk assessments should be available as required by the Work at Height regulations 2005. No contractor should use stepladders of stepladders found on site.

7. GENERAL

These rules imply that ALAMODOME all Contractor's or Supplier's employees or other persons on Dome premises must be adequately qualified or trained to perform their work in safety to themselves and others.

The rules are not to be taken as a complete list in compliance with any or all statutory regulations or requirements and you are reminded that you have a responsibility under the OSHA Act to ensure your operations are at all times carried out in accordance with the latest legislation and current codes of practice. Return all keys daily. Secure area upon departure and turn lights back to where they were at arrival or off if the space is vacant.

Your employees must understand that it is a breach of law to remove, deface, paint over, or otherwise interfere with any equipment; instructions or warning notices provided by the ALAMODOME for the protection of other persons and any accidental incident of such a nature should be reported to the Representative.

Contact telephone numbers:

Maintenance Manager 207-3671
 Security 207-3680
 Fire Marshall 207-3695

Declaration

I declare that I have fully read and understand this document. I agree to comply with the Rules and acquaint all persons employed by the Company (including sub-contracted staff) with these Safety Rules

Legible

<i>Signed</i>	
<i>Date</i>	
<i>Name (Block Capitals)</i>	
<i>Position (Block Capitals)</i>	
<i>Company Name (Block Capitals)</i>	

- No pets
- No drugs
- No radios
- No alcohol
- No children
- No smoking
- Hard hats required
- Work boots required
- No shorts or tank tops
- Trash to be cleaned up daily
- No spouses (or significant others)
- Subcontractor to provide dumpster for personal use
- Subcontractor to have binders with safety program and MSDS paperwork at jobsite
- Subcontractor to provide storage on project for material
- Subcontractor to have representative present at jobsite for entire length of project
- Subcontractor to provide insurance for material stored at jobsite
- Report to Building Representative when arriving at job and when leaving job

2014-2015 Alamodome Events Information Calendar

Updated as of September 26, 2014

DATE	EVENT NAME	EVENT COORDINATOR	EST.	DOORS	SHOW	END TIME	PARKING LOTS
9/26/2014	Fall Home & Garden Show - Show Technology Productions	Amanda	1,000	2:00 PM	2:00 PM	7:00 PM	Charging for Parking
9/27/2014	Fall Home & Garden Show - Show Technology Productions	Amanda	7,000	10:00 AM	10:00 AM	7:00 PM	Charging for Parking
9/28/2014	Fall Home & Garden Show - Show Technology Productions	Amanda	5,000	11:00 AM	11:00 AM	5:00 PM	Charging for Parking
10/4/2014	UTSA vs. New Mexico	Amanda	22,000	1:00 PM	2:30 PM	6:00 PM	Charging for Parking
10/9/2014	American Dental Association Conference	Amanda	7,000	8:00 AM	8:00 AM	12:00 PM	Charging for Parking
10/11/2014	UTSA vs. Florida International University	Amanda	22,000	4:30 PM	6:00 PM	9:30 PM	Charging for Parking
10/18/2014	Enrique Iglesias/Pitbull Concert	Veronica	12,000	6:30 PM	7:30 PM	11:00 PM	Charging for Parking
10/25/2014	UTSA vs. University of El Paso	Amanda	22,000	4:30 PM	6:00 PM	9:30 PM	Charging for Parking
10/31/2014	Bands of America Music For All - Preliminaries	Veronica	2,000	10:00 AM	10:30 AM	8:30 PM	Charging for Parking
11/1/2014	Bands of America Music For All - Preliminaries	Veronica	3,000	6:30 AM	7:00 AM	4:30 PM	Charging for Parking
11/1/2014	Bands of America Music For All - Finals	Veronica	8,000	5:45 PM	6:15 PM	11:30 PM	Charging for Parking
11/3/2014	UIL State Marching Band Preliminaries	Amanda	12,000	6:30 AM	7:30 AM	6:00 PM	Charging for Parking
11/3/2014	UIL State Marching Band Finals	Amanda	12,000	6:50 PM	6:50 PM	11:45 PM	Charging for Parking
11/4/2014	UIL State Marching Band Preliminaries	Amanda	18,000	7:30 AM	8:30 AM	5:15 PM	Charging for Parking
11/4/2014	UIL State Marching Band Finals	Amanda	18,000	6:30 PM	6:30 PM	10:00 PM	Charging for Parking
11/13/2014	UTSA vs. Southern Miss.	Amanda	22,000	5:30 PM	7:00 PM	10:30 PM	Charging for Parking
11/29/2014	UTSA vs. University of North Texas	Amanda	22,000				Charging for Parking
12/7/2014	Bike, 1/2 & Full Marathon Race Day Finish in Parking Lot B <i>NEW DATE</i>	Veronica	40,000	7:00 AM	7:00 AM	4:00 PM	Charging for Parking
12/20/2014	Private Employee Holiday Party (T)	Amanda	13,000	5:30 PM	5:30 PM	12:00 AM	Sold Out
1/2/2015	Valero Alamo Bowl Game (Moved to January 2015)	Lead-Veronica/Amanda	65,000				Sold Out
1/3/2015	US Army All American Bowl	Lead-Amanda/Veronica	40,000				Charging for Parking
1/10/2015	Monster Jam Thrill Show	Veronica	55,000	5:30 PM	7:00 PM	10:00 PM	Charging for Parking
1/11/2015	Monster Jam Thrill Show	Veronica	55,000	1:00 PM	2:00 PM	5:00 PM	Charging for Parking
1/16/2015	Austin Sports Center Club Volleyball Tournament Tour of Champions	Amanda	10,000	7:00 AM	7:00 AM	10:00 PM	Charging for Parking
1/17/2015	Austin Sports Center Club Volleyball Tournament Tour of Champions	Amanda	10,000	7:00 AM	7:00 AM	10:00 PM	Charging for Parking
1/18/2015	Austin Sports Center Club Volleyball Tournament Tour of Champions	Amanda	10,000	7:00 AM	7:00 AM	4:00 PM	Charging for Parking
1/19/2015	Austin Sports Center Club Volleyball Tournament Tour of Champions	Amanda	10,000	7:00 AM	7:00 AM	4:00 PM	Charging for Parking
1/23/2015	Marvel Universe Spectacular Show	Veronica	22,000	6:30 PM	7:30 PM	10:00 PM	Charging for Parking
1/24/2015	Marvel Universe Spectacular Show	Veronica	22,000	10:00 AM	11:00 AM	1:30 PM	Charging for Parking
1/24/2015	Marvel Universe Spectacular Show	Veronica	22,000	2:00 PM	3:00 PM	4:30 PM	Charging for Parking
1/24/2015	Marvel Universe Spectacular Show	Veronica	22,000	6:00 PM	7:00 PM	9:30 PM	Charging for Parking
1/25/2015	Marvel Universe Spectacular Show	Veronica	22,000	12:30 PM	1:30 PM	4:00 PM	Charging for Parking
1/25/2015	Marvel Universe Spectacular Show	Veronica	22,000	4:30 PM	5:30 PM	8:00 PM	Charging for Parking
1/29/2015	SA Boat & RV Show	Amanda	3,000	12:00 PM	12:00 PM	9:00 PM	Free Parking
1/30/2015	SA Boat & RV Show	Amanda	3,000	12:00 PM	12:00 PM	9:00 PM	Free Parking
1/31/2015	SA Boat & RV Show	Amanda	3,000	10:00 AM	10:00 AM	9:00 PM	Free Parking
2/1/2015	SA Boat & RV Show	Amanda	3,000	10:00 AM	10:00 AM	5:00 PM	Free Parking
2/6/2015	American Cheer Power Nationals	TBD	10,000	1:00 PM	2:00 PM	11:00 PM	Charging for Parking
2/7/2015	American Cheer Power Nationals	TBD	10,000	6:00 AM	7:00 AM	11:00 PM	Charging for Parking
2/8/2015	American Cheer Power Nationals	TBD	10,000	6:00 AM	7:00 AM	8:30 PM	Charging for Parking
2/14/2015	University of Phoenix Graduation (T)	Amanda	7,000	12:00 PM	2:00 PM	5:00 PM	Charging for Parking
2/14/2015	Love & Happiness Concert Tour (T)	Veronica	5,000	6:30 PM	7:30 PM	11:30 PM	Charging for Parking
2/21/2015	Love Jam Concert	Amanda	4,000	6:30 PM	7:30 PM	11:30 PM	Charging for Parking
2/20-21/2015	HEB Alamo Run Fest Expo & Marathon (T)	Veronica	3,000	7:00 AM	7:30 AM	12:00 PM	Charging for Parking
2/27/2015	Spring Home & Garden Show - Show Technologies	Veronica	3,000	2:00 PM	2:00 PM	7:00 PM	Charging for Parking
2/28/2015	Spring Home & Garden Show - Show Technologies	Veronica	5,000	10:00 AM	10:00 AM	7:00 PM	Charging for Parking
3/1/2015	Spring Home & Garden Show - Show Technologies	Veronica	4,000	11:00 AM	11:00 AM	6:00 PM	Charging for Parking
3/5/2015	UIL Girls Basketball Tournaments	Amanda	-	7:30 AM	8:30 AM	10:00 PM	Charging for Parking
3/6/2015	UIL Girls Basketball Tournaments	Amanda	-	7:30 AM	8:30 AM	10:00 PM	Charging for Parking

2014-2015 Alamodome Events Information Calendar

Updated as of September 26, 2014

DATE	EVENT NAME	EVENT COORDINATOR	EST.	DOORS	SHOW	END TIME	PARKING LOTS
3/7/2015	UIL Girls Basketball Tournaments	Amanda	-	7:30 AM	8:30 AM	10:00 PM	Charging for Parking
3/12/2015	UIL Boys Basketball Tournaments	Amanda/Veronica	-	7:30 AM	8:30 AM	10:00 PM	Charging for Parking
3/13/2015	UIL Boys Basketball Tournaments	Amanda/Veronica	-	7:30 AM	8:30 AM	10:00 PM	Charging for Parking
3/14/2015	UIL Boys Basketball Tournaments	Amanda/Veronica	-	7:30 AM	8:30 AM	10:00 PM	Charging for Parking
3/20/2015	Texas Rangers Baseball Game	Lead-Veronica/Amanda	-	4:30 PM	7:05 PM	10:00 PM	Charging for Parking
3/21/2015	Texas Rangers Baseball Game	Lead-Veronica/Amanda	-	10:30 AM	1:05 PM	4:00 PM	Charging for Parking
4/2/2015	Disney on Ice - Frozen	Veronica	-	6:30 PM	7:30 PM	10:00 PM	Charging for Parking
4/3/2015	Disney on Ice - Frozen	Veronica	-	12:00 PM	1:00 PM	3:30 PM	Charging for Parking
4/3/2015	Disney on Ice - Frozen	Veronica	-	6:30 PM	7:30 PM	10:00 PM	Charging for Parking
4/4/2015	Disney on Ice - Frozen	Veronica	-	10:30 AM	11:30 AM	2:00 PM	Charging for Parking
4/4/2015	Disney on Ice - Frozen	Veronica	-	2:30 PM	3:30 PM	6:00 PM	Charging for Parking
4/4/2015	Disney on Ice - Frozen	Veronica	-	6:30 PM	7:30 PM	10:00 PM	Charging for Parking
4/5/2015	Disney on Ice - Frozen	Veronica	-	9:30 AM	10:30 AM	1:00 PM	Charging for Parking
4/5/2015	Disney on Ice - Frozen	Veronica	-	1:30 PM	2:30 PM	5:00 PM	Charging for Parking
4/5/2015	Disney on Ice - Frozen	Veronica	-	5:30 PM	6:30 PM	9:00 PM	Charging for Parking
4/8/2015	Pathway to Health (T)	Amanda	-				Charging for Parking
4/9/2015	Pathway to Health (T)	Amanda	-				Charging for Parking
4/10/2015	Pathway to Health (T)	Amanda	-				Charging for Parking
4/16/2015	Fiesta Carnival Parking Lot C (T)	Frank Anaya	N/A				Charging for Parking
4/17/2015	Fiesta Carnival Parking Lot C (T)	Frank Anaya	N/A				Charging for Parking
4/18/2015	Fiesta Carnival Parking Lot C (T)	Frank Anaya	N/A				Charging for Parking
4/18/2015	Fiesta Carnival Parking Lot C (T)	Frank Anaya	N/A				Charging for Parking
4/19/2015	Fiesta Carnival Parking Lot C (T)	Frank Anaya	N/A				Charging for Parking
4/20/2015	Fiesta Carnival Parking Lot C (T)	Frank Anaya	N/A				Charging for Parking
4/21/2015	Fiesta Carnival Parking Lot C (T)	Frank Anaya	N/A				Charging for Parking
4/22/2015	Fiesta Carnival Parking Lot C (T)	Frank Anaya	N/A				Charging for Parking
4/23/2015	Fiesta Especial Carnival Parking Lot C - Advance Registration Required (T)	Frank Anaya	N/A	10:00 AM	10:00 AM	3:00 PM	Charging for Parking
4/23/2015	Fiesta Carnival Parking Lot C (T)	Frank Anaya	N/A	5:00 PM	5:00 PM	11:00 PM	Charging for Parking
4/24/2015	Fiesta Carnival Parking Lot C (T)	Frank Anaya	N/A				Charging for Parking
4/25/2015	Fiesta Carnival Parking Lot C (T)	Frank Anaya	N/A				Charging for Parking
4/26/2015	Fiesta Carnival Parking Lot C (T)	Frank Anaya	N/A				Charging for Parking
4/18/2015	UTSA Spring Game (T)	Amanda	-				Charging for Parking
5/8/2015	UTSA Graduation 1 Ceremony (T)	Amanda	-				Charging for Parking
5/8/2015	UTSA Graduation 2 Ceremony (T)	Amanda	-				Charging for Parking
5/9/2015	UTSA Graduation 3 Ceremony (T)	Amanda	-				Charging for Parking
5/14/2015	5 Linx Enterprises Inc. Conference	Veronica	-				Charging for Parking
5/15/2015	5 Linx Enterprises Inc. Conference	Veronica	-				Charging for Parking
5/16/2015	5 Linx Enterprises Inc. Conference	Veronica	-				Charging for Parking
5/18/2015	SAPD School Patrols Rally (T)	TBD	-				Charging for Parking
5/30/2015	High School Graduation (T)	TBD	-				Charging for Parking
5/31/2015	High School Graduation (T)	TBD	-				Charging for Parking
6/1/2015	High School Graduation (T)	TBD	-				Charging for Parking
6/2/2015	High School Graduation (T)	TBD	-				Charging for Parking
6/3/2015	High School Graduation (T)	TBD	-				Charging for Parking
6/4/2015	High School Graduation (T)	TBD	-				Charging for Parking
6/5/2015	High School Graduation (T)	TBD	-				Charging for Parking
6/5/2015	High School Graduation (T)	TBD	-				Charging for Parking
6/7/2015	High School Graduation (T)	TBD	-				Charging for Parking
6/7/2015	High School Graduation (T)	TBD	-				Charging for Parking

2014-2015 Alamodome Events Information Calendar

Updated as of September 26, 2014

DATE	EVENT NAME	EVENT COORDINATOR	EST.	DOORS	SHOW	END TIME	PARKING LOTS
6/7/2015	High School Graduation (T)	TBD	-				Charging for Parking
6/8/2015	High School Graduation (T)	TBD	-				Charging for Parking
6/8/2015	High School Graduation (T)	TBD	-				Charging for Parking
6/9/2015	High School Graduation (T)	TBD	-				Charging for Parking
6/9/2015	High School Graduation (T)	TBD	-				Charging for Parking
6/10/2015	High School Graduation (T)	TBD	-				Charging for Parking
6/10/2015	High School Graduation (T)	TBD	-				Charging for Parking
6/11/2015	High School Graduation (T)	TBD	-				Charging for Parking
6/11/2015	High School Graduation (T)	TBD	-				Charging for Parking
6/12/2015	High School Graduation (T)	TBD	-				Charging for Parking
6/12/2015	High School Graduation (T)	TBD	-				Charging for Parking
6/14/2015	High School Graduation (T)	TBD	-				Charging for Parking
6/15/2015	High School Graduation (T)	TBD	-				Charging for Parking
6/19-6/21/15	Soccer (T)	TBD	-				Charging for Parking
6/20/2015	Super Freestyle Explosion Concert (T)	Veronica	-				Charging for Parking
7/2/2015	60th Quinquennial Convention General Conference of the 7th Day Adventist	Lead-Amanda/Veronica	-				Charging for Parking
7/3/2015	60th Quinquennial Convention General Conference of the 7th Day Adventist	Lead-Amanda/Veronica	-				Charging for Parking
7/4/2015	60th Quinquennial Convention General Conference of the 7th Day Adventist	Lead-Amanda/Veronica	-				Charging for Parking
7/5/2015	60th Quinquennial Convention General Conference of the 7th Day Adventist	Lead-Amanda/Veronica	-				Charging for Parking
7/6/2015	60th Quinquennial Convention General Conference of the 7th Day Adventist	Lead-Amanda/Veronica	-				Charging for Parking
7/7/2015	60th Quinquennial Convention General Conference of the 7th Day Adventist	Lead-Amanda/Veronica	-				Charging for Parking
7/8/2015	60th Quinquennial Convention General Conference of the 7th Day Adventist	Lead-Amanda/Veronica	-				Charging for Parking
7/9/2015	60th Quinquennial Convention General Conference of the 7th Day Adventist	Lead-Amanda/Veronica	-				Charging for Parking
7/10/2015	60th Quinquennial Convention General Conference of the 7th Day Adventist	Lead-Amanda/Veronica	-				Charging for Parking
7/11/2015	60th Quinquennial Convention General Conference of the 7th Day Adventist	Lead-Amanda/Veronica	-				Charging for Parking
7/16-7/27/15	Soccer (T)	Veronica	-				Charging for Parking
7/18/2015	Drum Corp International (T)	Amanda	-				Charging for Parking
8/1/2015	Soccer (T)	Veronica	-				Charging for Parking
8/14/2015	Texas Trophy Hunters Extravaganza (T)	Amanda	-				Charging for Parking
8/15/2015	Texas Trophy Hunters Extravaganza (T)	Amanda	-				Charging for Parking
8/16/2015	Texas Trophy Hunters Extravaganza (T)	Amanda	-				Charging for Parking
9/12/2015	UTSA vs. Kansas State Wildcats	Amanda	-				Charging for Parking
9/18/2015	Fall Home & Garden Show - Show Technology Productions	Veronica	-				Charging for Parking
9/19/2015	Fall Home & Garden Show - Show Technology Productions	Veronica	-				Charging for Parking
9/20/2015	Fall Home & Garden Show - Show Technology Productions	Veronica	-				Charging for Parking
9/26/2015	UTSA vs. Colorado State Rams	Amanda	-				Charging for Parking
10/3/2015	UTSA Game (T)	Amanda	-				Charging for Parking
10/10/2015	UTSA Game (T)	Amanda	-				Charging for Parking
10/15/2015	UTSA Game (T)	Amanda	-				Charging for Parking
10/24/2015	UTSA Game (T)	Amanda	-				Charging for Parking
10/30/2015	Bands of America Music For All	Veronica	-				Charging for Parking
10/31/2015	Bands of America Music For All	Veronica	-				Charging for Parking
11/2/2015	UIL State Marching Band Finals	Veronica	-				Charging for Parking
11/3/2015	UIL State Marching Band Finals	Veronica	-				Charging for Parking
11/7/2015	UTSA Game (T)	Amanda	-				Charging for Parking
11/14/2015	UTSA Game (T)	Amanda	-				Charging for Parking
11/21/2015	UTSA Game (T)	Amanda	-				Charging for Parking
11/28/2015	UTSA Game (T)	Amanda	-				Charging for Parking
12/4/2015	Competitor Group 1/2 & Full Marathon Race Expo (T)	Veronica	-				Charging for Parking

2014-2015 Alamodome Events Information Calendar

Updated as of September 26, 2014

DATE	EVENT NAME	EVENT COORDINATOR	EST.	DOORS	SHOW	END TIME	PARKING LOTS
12/5/2015	Competitor Group 1/2 & Full Marathon Race Expo (T)	Veronica	-				Charging for Parking
12/6/2015	Competitor Group 1/2 & Full Marathon Race Day Finish (T)	Veronica	-				Charging for Parking
12/12/2015	Private Employee Holiday Christmas Party (T)	Lead-Veronica/Amanda	-				Sold Out
1/2/2016	Valero Alamo Bowl Game (T)	Lead-Amanda/Veronica	-				Sold Out
	(T) Tentative Hold						

City of San Antonio
Finance Department - Purchasing Division
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 described below. The City will not rely on Local Preference Program Identification Forms submitted with prior or contemporaneous bids or proposals.

The Local Preference Program allows the City to grant a preference to a business meeting the definition of *City Business* in the award of the following types of contracts, when selection is made based on price alone:

- **Personal Property (Goods / Supplies):** The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 or more;
- **Non-professional Services:** The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$500,000;
- **Construction Services:** The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$100,000, excluding contracts awarded using alternative delivery methods.

The Local Preference Program also allows the award of additional points, when multiple evaluation criteria are used in the award of professional service contracts, where the selection process is not governed by statute and in revenue generating and concession contracts. A business meeting the definition of *City Business* stated below may be awarded 10 points for being headquartered within the city, or 5 points for having a local office within the city.

Moreover, the program recognizes joint venture agreements and allows for apportioning of points based upon the percentage of ownership of joint ventures by *City Businesses* responding to solicitations for which discretionary points are applied. For solicitations where selection is made based on price alone, all members of a joint venture must be *City Businesses* for the preference to be applied.

City Business is defined as a business headquartered within the incorporated San Antonio city limits for one year or more OR one that meets the following conditions:

- Has an established place of business for one year or more in the incorporated limits of the City:
 - (a) from which at least 100 of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based; and
 - (b) from which a substantial role in the business' performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

A location utilized solely as a post office box, mail drop or telephone message center or any similar combination, with no other substantial work function, is not a *City Business*.

For the purposes of this program, Headquartered is defined as the place where a business entity's officers direct, control, and coordinate the entity's activities.

NOTE: Bidders / Respondents are required to submit documentation to substantiate that the requirements of a City Business have been met. Examples of documentation may include, but are not limited to the following:

1. Existence of local headquarters or office: For corporations, Texas Comptroller's listing of names/addresses of officers and directors. For partnerships, partnership agreement and any documents identifying the current managing partners and their current work addresses
2. Evidence of local headquarters or office in existence for one year or more: Utility bills, real property lease agreements, equipment leases, personal property taxes, real property taxes
3. Evidence of number of employees: Organizational charts, payroll records by location

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

CITY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION TO VALIDATE BIDDERS'/RESPONDENTS' DESIGNATION AS A CITY BUSINESS.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR RESPONSE EVEN IF YOU ARE NOT SEEKING A LOCAL PREFERENCE. THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING FORM TO BE IDENTIFIED AS A CITY BUSINESS. IF BIDDER / RESPONDENT IS SUBMITTING AS A JOINT VENTURE, EACH CITY BUSINESS THAT IS A MEMBER OF THE JOINT VENTURE MUST COMPLETE AND SIGN THIS FORM.

PROVIDE THE FOLLOWING INFORMATION IF BIDDER/ RESPONDENT IS SUBMITTING AS PART OF A JOINT VENTURE. Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

STATE BIDDER'S / RESPONDENT'S PERCENTAGE OF OWNERSHIP IN THE JOINT VENTURE: _____%

SUBMIT A COPY OF THE JOINT VENTURE AGREEMENT. SUBMIT ANY OTHER DOCUMENTATION REQUESTED BY CITY TO SUBSTANTIATE THE EXISTANCE OF AND/OR PARTICIPATION IN THE JOINT VENTURE. NO PREFERENCE POINTS WILL BE ALLOCATED TO A JOINT VENTURE THAT FAILS TO SUBMIT REQUIRED DOCUMENTATION.

SOLICITATION NAME/NUMBER: _____

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S HEADQUARTERS:

Name of Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent: _____		
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S LOCAL OFFICE (IF APPLICABLE):

Name of Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office: _____		
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	Yes	No

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER'S / RESPONDENT'S FULL NAME:

(Print Name) Authorized Representative of Bidder / Respondent

(Signature) Authorized Representative of Bidder / Respondent

Title

Date

**This Local Preference Identification Form must be submitted with the bidder's /
respondent's bid/proposal response.**

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

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

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

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

Definitions.

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

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

The program uses the below definition of joint venture.

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

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

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

INSTRUCTIONS

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

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

SOLICITATION NAME/NUMBER: _____

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

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

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

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER/RESPONDENT'S FULL NAME:

(Print Name) Authorized Representative of Bidder/Respondent

(Signature) Authorized Representative of Bidder/Respondent

Title

Date

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

007 - SIGNATURE PAGE

By submitting an offer, whether electronically or by paper, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer 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;

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

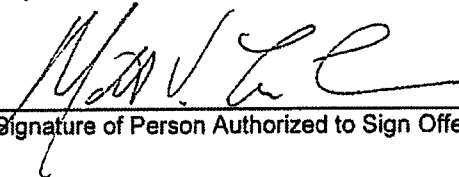
to the best of his/her knowledge, all information is true and correct.

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

Offeror Information

Please Print or Type

Vendor ID No. 1005877
Signer's Name Matt Lalonde
Name of Business InterKal LLC
Street Address 5981 E. Cork St
City, State, Zip Code Kalamazoo, MI 49048
Email Address ksipe@interkal.com
Telephone No. 269-349-1521 ext: 294
Fax No. 269-349-6530
City's Solicitation No. 6100005730



Signature of Person Authorized to Sign Offer

**ATTACHMENT A
PRICE SCHEDULE**

Item	Description	Quantity (A)	UOM	Price Per Each (B)	Extended Total Price (A x B = C)
1	Maintenance - Bank 1	1	EA	\$ 1,200.00	\$ 1,200.00
2	Maintenance - Bank 2	1	EA	\$ 2,200.00	\$ 2,200.00
3	Maintenance - Bank 3	1	EA	\$ 1,400.00	\$ 1,400.00
4	Maintenance - Bank 4	1	EA	\$ 8,420.00	\$ 8,420.00
5	Maintenance - Bank 5	1	EA	\$ 1,400.00	\$ 1,400.00
6	Maintenance - Bank 6	1	EA	\$ 2,200.00	\$ 2,200.00
7	Maintenance - Bank 7	1	EA	\$ 1,200.00	\$ 1,200.00
8	Maintenance - Bank 8	1	EA	\$ 600.00	\$ 600.00
9	Maintenance - Bank 9	1	EA	\$ 600.00	\$ 600.00
10	Maintenance - Southwest Bank	1	EA	\$ 9,400.00	\$ 9,400.00
11	Maintenance - Northwest Bank	1	EA	\$ 9,400.00	\$ 9,400.00
12	Maintenance - Northwest Pie	1	EA	\$ 2,300.00	\$ 2,300.00
13	Maintenance - North Bank	1	EA	\$ 15,700.00	\$ 15,700.00
14	Maintenance - Northeast Pie	1	EA	\$ 2,300.00	\$ 2,300.00
15	Maintenance - Northeast Bank	1	EA	\$ 9,800.00	\$ 9,800.00
16	Maintenance - Southeast Bank	1	EA	\$ 9,800.00	\$ 9,800.00
17	Supply & Replace Drive Rollers	92 Sets	One Set	\$ 712.00	\$ 65,504.00
18	Supply & Replace Drive Motors	9	EA	\$ 1,200.00	\$ 10,800.00
19	Supply & Install Horses	12	EA	\$ 2,125.00	\$ 25,500.00
20	Supply & Install Chairs	112	EA	\$ 201.00	\$ 22,512.00
21	Supply & Install Lifter Actuators	6 RH and 6 LH	EA	\$ 1,900.00	\$ 22,800.00
22	Fee for Each Additional Trip	1	EA	\$ 1,500.00	\$ 1,500.00
23	Freight Charge	1	EA	\$ 3,900.00	\$ 3,900.00
Total Price					\$ 230,436.00

Payment Terms: Prompt payment discount _____ % _____ days (if no discount is offered, net 30 will apply).

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

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Moreover, the program recognizes joint venture agreements and allows for apportioning of points based upon the percentage of ownership of joint ventures by *City Businesses* responding to solicitations for which discretionary points are applied. For solicitations where selection is made based on price alone, all members of a joint venture must be *City Businesses* for the preference to be applied.

City Business is defined as a business headquartered within the incorporated San Antonio city limits for one year or more OR one that meets the following conditions:

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 - (a) from which at least 100 of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based; and
 - (b) from which a substantial role in the business' performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

A location utilized solely as a post office box, mail drop or telephone message center or any similar combination, with no other substantial work function, is not a *City Business*.

For the purposes of this program, Headquartered is defined as the place where a business entity's officers direct, control, and coordinate the entity's activities.

NOTE: Bidders / Respondents are required to submit documentation to substantiate that the requirements of a *City Business* have been met. Examples of documentation may include, but are not limited to the following:

1. Existence of local headquarters or office: For corporations, Texas Comptroller's listing of names/addresses of officers and directors. For partnerships, partnership agreement and any documents identifying the current managing partners and their current work addresses.
2. Evidence of local headquarters or office in existence for one year or more: Utility bills, real property lease agreements, equipment leases, personal property taxes, real property taxes.
3. Evidence of number of employees: Organizational charts, payroll records by location.

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

CITY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION TO VALIDATE BIDDERS'/RESPONDENTS' DESIGNATION AS A CITY BUSINESS.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR RESPONSE EVEN IF YOU ARE NOT SEEKING A LOCAL PREFERENCE. THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING FORM TO BE IDENTIFIED AS A CITY BUSINESS. IF BIDDER / RESPONDENT IS SUBMITTING AS A JOINT VENTURE, EACH CITY BUSINESS THAT IS A MEMBER OF THE JOINT VENTURE MUST COMPLETE AND SIGN THIS FORM.

PROVIDE THE FOLLOWING INFORMATION IF BIDDER/ RESPONDENT IS SUBMITTING AS PART OF A JOINT VENTURE. Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

STATE BIDDER'S / RESPONDENT'S PERCENTAGE OF OWNERSHIP IN THE JOINT VENTURE: _____%

SUBMIT A COPY OF THE JOINT VENTURE AGREEMENT. SUBMIT ANY OTHER DOCUMENTATION REQUESTED BY CITY TO SUBSTANTIATE THE EXISTANCE OF AND/OR PARTICIPATION IN THE JOINT VENTURE. NO PREFERENCE POINTS WILL BE ALLOCATED TO A JOINT VENTURE THAT FAILS TO SUBMIT REQUIRED DOCUMENTATION.

SOLICITATION NAME/NUMBER: 6100005730

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S HEADQUARTERS:

Name of Business:	Inter-Rail LLC	
Physical Address:	5981 E. Cork St	
City, State, Zip Code:	Kalamazoo, MI 49008	
Phone Number:	269 349 1521	
Email Address:		
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent:	_____	
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	Yes	<input checked="" type="radio"/> No
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	<input checked="" type="radio"/> No
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S LOCAL OFFICE (IF APPLICABLE):

Name of Business:	Interkal LLC	
Physical Address:	5981 E. Cork St	
City, State, Zip Code:	Kalamazoo, MI 49048	
Phone Number:	269-349-1521	
Email Address:		
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office: _____		
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	<input checked="" type="radio"/> No
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	<input checked="" type="radio"/> No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	<input checked="" type="radio"/> No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	<input checked="" type="radio"/> No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	Yes	<input checked="" type="radio"/> No

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER'S / RESPONDENT'S FULL NAME:

MATT J. LALONDE
(Print Name) Authorized Representative of Bidder / Respondent

Matt J. Lalonde
(Signature) Authorized Representative of Bidder / Respondent

Title

3-2-15
Date

**This Local Preference Identification Form must be submitted with the bidder's /
respondent's bid/proposal response.**

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

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

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

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

Definitions

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

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

The program uses the below definition of joint venture.

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

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

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

INSTRUCTIONS

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

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

SOLICITATION NAME/NUMBER: 6100005731

Name of Respondent:		
Physical Address:	5981 E. Cork St.	
City, State, Zip Code:	Kalamazoo, MI 49048	
Phone Number:	269-349-1521	
Email Address:		
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

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

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


ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER/RESPONDENT'S FULL NAME:

MATT J. LALONDE
(Print Name) Authorized Representative of Bidder/Respondent


(Signature) Authorized Representative of Bidder/Respondent

Title

3-2-15
Date

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