

ORDINANCE 2021-06-10-0424

APPROVING A CONTRACT WITH DURO-LAST, INC., TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT FOR A ROOF REPLACEMENT AT THE BOB ROSS SENIOR CENTER FOR THE DEPARTMENT OF HUMAN SERVICES FOR A TOTAL COST OF \$208,516.36. FUNDS ARE AVAILABLE FROM THE FY 2021 DEFERRED MAINTENANCE PROGRAM AND INCLUDED IN THE FY 2021 – FY 2026 CAPITAL IMPROVEMENT PROGRAM.

* * * * *

WHEREAS, the Interlocal Cooperation Act (the “Act”), Chapter 791, Texas Government Code permits local governmental entities to enter into interlocal agreements for the performance of governmental functions, including administrative functions, such as purchasing, in order to promote efficiencies and effectiveness; and

WHEREAS, the Region VIII Education Service Center (“Region VIII”) is the Texas administrator of a cooperative purchasing program known as The Interlocal Purchasing System (“TIPS”) Program; and

WHEREAS, the City entered into an Interlocal Agreement with Region VIII pursuant to Ordinance Number 2009-12-10-1002, authorizing use of contracts procured by TIPS; and

WHEREAS, the City wishes to utilize the TIPS contract with Duro-Last, Inc., for all labor, materials, and equipment for a roof replacement at the Bob Ross Senior Center for the Department of Human Services for a total cost of \$208,516.36; **NOW THEREFORE:**

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

SECTION 1. The offer from Duro-Last, Inc., all labor, materials, and equipment for a roof replacement at the Bob Ross Senior Center for the Department of Human Services for a total cost of \$208,516.36 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. The bid tabulation and contract are attached hereto and incorporated herein for all purposes as **Exhibit I**.


SECTION 2. Payment is authorized to be encumbered and made payable to Duro-Last, Inc., in an amount not to exceed \$208,516.36. Payment is in support of the FY 2021 Bob Ross Roof Replacement Project, using Fund 40099000, with the WBS Element 35-00214-02-01 and GL Account 5201140. Funding is provided by Tax Notes and is in the FY 2021 – FY 2026 CIP Budget.

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

SECTION 3. The financial allocations in this ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this ordinance.

SECTION 4. This ordinance is effective immediately upon passage by eight or more affirmative votes; otherwise, it is effective on the tenth day after passage.

PASSED and APPROVED this 10th day of June, 2021.



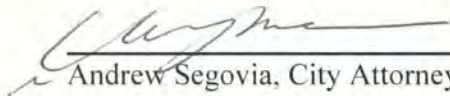
M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:



Tina J. Flores, City Clerk



Andrew Segovia, City Attorney



City of San Antonio

City Council

June 10, 2021

Item: 7

File Number: 21-3668

Enactment Number:

2021-06-10-0424

Ordinance approving a contract with Duro-Last, Inc., to provide all labor, materials, and equipment for a roof replacement at the Bob Ross Senior Center for the Department of Human Services for a total cost of \$208,516.36. Funds are available from the FY 2021 Deferred Maintenance Program and included in the FY 2021 - FY 2026 Capital Improvement Program. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]

Councilmember Jada Andrews-Sullivan made a motion to approve. Councilmember Ana E. Sandoval seconded the motion. The motion passed by the following vote:

Aye: 10 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia, Gonzales, Cabello Havrda, Sandoval, Courage and Perry

Absent: 1 Pelaez

LC
06/10/21
Item No. 7

Exhibit I

City of San Antonio Bid Tabulation

Exhibit I

Opened: April 30, 2021		TIPS Cooperative	
For: Bob Ross Senior Center Roofing Replacement		Duro-Last, Inc. 525 Morley Drive Saginaw, MI 48601 800-248-0280	
6100013966	JF		
Item	Description	Quantity	
	Duro-Last Materials		
	Duro-Last Gross Materials	1	\$60,767.00
	TIPS 20021 Discount		\$4,253.69
	Price After Discount		\$56,513.31
	Duro-Last Installation		
	Demolition	1	\$7,000.00
	Installation Labor	1	\$117,366.00
	Non-Duro-Last Materials	1	\$2,500.00
	Project Commencement	1	\$2,000.00
	Equipment Rental	1	\$4,200.00
	Miscellaneous Charges		
	Bonds Fee	1	\$1,660.13
	Warranty Fee	1	\$2,520.00
	Permit Fee	1	\$1,000.00
	Administrative Fee	1	\$13,756.92
	Payment Terms		Net 30
	Estimated Total		\$208,516.36
	Total Award		\$208,516.36

CITY OF SAN ANTONIO

FINANCE DEPARTMENT – PURCHASING DIVISION



REQUEST FOR OFFER (“RFO”) NO.: 6100013966

BOB ROSS SENIOR CENTER ROOFING REPLACEMENT

DATE ISSUED: APRIL 29, 2021

RESPONSES MUST BE RECEIVED **NO LATER THAN:**
10:00 AM CENTRAL TIME, APRIL 30, 2021

Responses may be submitted by any of the following means:

- Electronic submission through the Portal
- Electronic submission by e-mail

Offer submissions will only be accepted electronically through the portal or by email transmission

Bid Bond: N/A Performance Bond: YES Payment Bond: YES Other: N/A

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: N/A 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: **Jorge D Figueroa,**
Procurement Specialist III
City of San Antonio
Finance Department – Purchasing Division
jorge.figueroa@sanantonio.gov

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers. ***Bid submissions will only be accepted electronically***

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

Submission of Offers by Email. Submit one document by email to the Staff Contact Person, by the due date provided on the Cover Page. All times stated herein are Central Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected.

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 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.

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.

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

Email Alternate Offers. Alternate offers submitted by fax or email must include a cover letter identifying the submission as an alternate offer. Each alternate offer must be designated as Alternate Offer No. 1, 2, etc. Failure to follow instructions may result in rejection of an offer.

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, flash drive or CD ROM. Catalogs shall be mailed to the Finance Department, Purchasing Division, P.O. Box 839966, San Antonio, Texas 78283-3966 prior to bid opening. Offeror shall submit a PDF file for proposals 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) City officials as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFO or offers from the time the RFO has been released until the contract is posted for consideration as a City Council agenda item during a meeting designated as an "A" session; and 2) City employees from the time the 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 day 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.

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.

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. 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 the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in §2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with City. 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:

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

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

State of Texas Conflict of Interest

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

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

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

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

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

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

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

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

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

Certificate of Interested Parties (Form 1295).

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

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234). The form is available from the Texas Ethics Commission by accessing the following web address:

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

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

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

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

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

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

"Intermediary", for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who: (1) receives compensation from the business entity for the person's participation; (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

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

004 – BACKGROUND AND SCOPE OF SERVICES

4.0 SCOPE:

The City of San Antonio is requesting an offer from Duro-Last Roofing to re-roof the City of San Antonio Bob Ross Senior Center in San Antonio, Texas in accordance with the specifications listed herein. Duro-Last will provide the Duro-Last roofing system and its installation to the City of San Antonio Bob Ross Senior Center located at 2219 Babcock, San Antonio, TX 78229.

4.1 DELIVERY:

All prices shall be quoted F.O.B. Destination, City of San Antonio's designated facility, freight prepaid. All items shall be delivered to the to the City of San Antonio Bob Ross Senior Center located at 2219 Babcock, San Antonio, TX 78229. Delivery must be pre-arranged with a minimum 24-hour notification. Please contact Luis Rivas, Manager at (210) 207-5643 to coordinate delivery.

4.2 SPECIFICATIONS:

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	1	Replacement of Bob Ross Senior Center Roof



4.2.1 Duro-Last Roof Assembly Description – Roof #s 1, 2, 4, 5,

- New Roof System:
 - Duro-Last® PVC thermoplastic membrane
 - Membrane Thickness: 60 mil
 - Color: White
 - Attachment: Adhered with solvent-based adhesive
 - DEXCell FA Glass Mat Roof Board
 - Thickness: 1/4 inch
 - Attachment: Attached with Duro-Grip® Board Max insulation adhesive
 - Existing System
 - BUR: Modified Bitumen - Granular-Surfaced Cap Sheet
 - ½" Gypsum Roof Board
 - Tapered Polyisocyanurate Rigid Insulation Board – Thickness Varies
 - Poured Gypsum Roof Deck

4.2.2 Duro-Last Roof Assembly Description – Roof # 3

- New Roof System:
 - Duro-Last® PVC thermoplastic membrane
 - Membrane Thickness: 60 mil
 - Color: White
 - Attachment: Adhered with solvent-based adhesive
 - DEXCell FA Glass Mat Roof Board
 - Thickness: 1/4 inch
 - Attachment: Attached with Duro-Grip® Board Max insulation adhesive
 - Existing System
 - BUR: Granular-Surfaced Cap Sheet
 - ½" Gypsum Roof Board
 - Tapered Polyisocyanurate Rigid Insulation Board
 - Wood Plank Roof Deck

4.2.3 Summary of work: Overlay of the existing roofing systems, via adhered attachment of a 1/4" fiberglass faced roof board and adhered attachment of a 60 MIL PVC single ply membrane.

4.2.4 Roof Board: Contractor shall furnish and install, via adhered attachment using DURO-GRIP® BOARD-MAX INSULATION ADHESIVE, a 1/4" fiber-reinforced facer gypsum roof board, which is compatible with the roof membranes.

4.2.5 PVC Membrane: Contractor shall furnish and install, via adhered attachment using SB IV ADHESIVE, a white, 60 mil single-ply membrane roofing system that is fabricated of a weft inserted, low-shrink, anti-wicking polyester fabric and has a thermoplastic coating of PVC material laminated to both sides as to attain 20-year NDL warranty.

4.2.6 Interior Wall Terminations: Terminate the flashing membrane at existing heights and cover termination bar with a surface mounted metal counter flashing, in accordance with manufacturer's specifications.

4.2.7 Edge Terminations: Various. See attached Roof Overhead for specifics.

4.2.8 Roof Top Penetrations: Contractor shall install all new prefabricated membrane flashings on round and rectangle roof penetrations utilizing a reinforced PVC membrane, in accordance with manufacturer's specifications.

4.2.9 Walkway Pad: Contractor to provide and install **40 30" x 60" Walk Pads**. Locations to be determined.

4.2.10 Warranty: The contractor shall provide the Duro-Last 20 Year NDL, Basic warranty on labor and materials.

4.3 System Description

4.3.1 General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.

4.4 Physical Properties:

4.4.1 Roof product must meet the requirements of Type III PVC sheet roofing as defined by ASTM D 4434 and must meet or exceed the following physical properties.

4.4.2 Thickness: 60 mil, nominal, in accordance with ASTM D 751.

4.4.3 Thickness Over Scrim: ≥ 28 mil in accordance with ASTM D 751.

4.4.4 Breaking Strengths: ≥ 390 lbf. (MD) and ≥ 438 lbf. (XMD) in accordance with ASTM D 751, Grab Method.

4.4.5 Elongation at Break: $\geq 31\%$ (MD) and $\geq 31\%$ (XMD) in accordance with ASTM D 751, Grab Method.

4.4.6 Heat Aging in accordance with ASTM D 3045: 176 °F for 56 days. No sign of cracking, chipping or crazing. (In accordance with ASTM D 4434).

4.4.7 Factory Seam Strength: ≥ 431 lbf. in accordance with ASTM D 751, Grab Method.

4.4.8 Tearing Strength: ≥ 132 lbf. (MD) and ≥ 163 lbf. (XMD) in accordance with ASTM D 751, Procedure B.

4.4.9 Low Temperature Bend (Flexibility): Pass at -40 °F in accordance with ASTM D 2136.

4.4.10 Accelerated Weathering: No cracking, checking, crazing, erosion or chalking after 5,000 hours in accordance with ASTM G 154.

4.4.11 Linear Dimensional Change: $< 0.5\%$ in accordance with ASTM D 1204 at 176 ± 2 °F for 6 hours.

4.4.12 Water Absorption: $< 2.6\%$ in accordance with ASTM D 570 at 158 °F for 166 hours.

4.4.13. Static Puncture Resistance: ≥ 56 lbs. in accordance with ASTM D 5602.

4.4.14 Dynamic Puncture Resistance: ≥ 14.7 ft-lbf. in accordance with ASTM D 5635.

4.4.15 Cool Roof Rating Council (CRRC):

1. Membrane must be listed on CRRC website.
 - a. Initial Solar Reflectance: $\geq 88\%$
 - b. Initial Solar Reflective Index (SRI): ≥ 111
 - c. 3-Year Aged Solar Reflectance: $\geq 68\%$
 - d. 3-Year Aged Thermal Emittance: $\geq 84\%$
 - e. 3-Year Aged Solar Reflective Index (SRI): ≥ 82

4.5 Regulatory Requirements

4.5.1 Conform to applicable code for roof assembly wind uplift and fire hazard requirements.

4.5.2 Fire Exposure: Provide membrane roofing materials with the following fire-test-response characteristics. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.

1. Exterior Fire-Test Exposure:
 - a. Class A; ASTM E 108, for application and roof slopes indicated.
2. Fire-Resistance Ratings: Comply with ASTM E 119 for fire-resistance-rated roof assemblies of which roofing system is a part.
3. Conform to applicable code for roof assembly fire hazard requirements.

4.5.3 Wind uplift. - Roofing System Design: Provide a roofing system designed to resist uplift pressures calculated according to the current edition of the ASCE-7 Specification Minimum Design Loads for Buildings and Other Structures.

4.6 Pre-installation Meeting

4.6.1 Review and finalize construction schedule and verify availability of materials, installer's personnel, equipment, and facilities needed to make progress and avoid delays.

4.6.2 Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.

4.6.3 Review structural loading limitations of roof deck during and after roofing.

4.6.4 Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.

4.6.5 Review governing regulations and requirements for insurance and certificates if applicable.

4.6.6 Review temporary protection requirements for roofing system during and after installation.

4.6.7 Review roof observation and repair procedures after roofing installation.

4.7 Warranty

4.7.1 Contractor's Warranty: The contractor shall warrant the roof application with respect to workmanship and proper application for twenty (20) years from the effective date of the warranty issued by the manufacturer.

4.7.2 Manufacturer's Warranty: Must be no-dollar limit type and provide for completion of repairs, replacement of membrane or total replacement of the roofing system at the then-current material and labor prices throughout the life of the warranty. In addition the warranty must meet the following criteria:

1. Warranty Period: 20 years from date issued by the manufacturer.
2. Must provide positive drainage.
3. No exclusion for damage caused by biological growth.
4. Issued direct from and serviced by the roof membrane manufacturer.
5. Transferable for the full term of the warranty.
6. All roofing system components to be provided or approved by Duro-Last Roofing, Inc – Substitutions not permitted.

4.8 Roofing System Components

4.8.1 Roofing Membrane: Duro-Last® PVC thermoplastic membrane conforming to ASTM D 4434, type III, fabric-reinforced, PVC, NSF/ANSI 347 Gold or Platinum Certification, and a product-specific third-party verified Environmental Product Declaration. Membrane properties as follows:

1. Thickness:
 - a. 60 mil.
2. Exposed Face Color:
 - a. White.
3. Minimum recycle content 7% post-industrial and 0% post-consumer.
4. Recycled at end of life into resilient flooring or concrete expansion joints.

4.8.2 Accessory Materials: Provide accessory materials supplied by or approved for use by Duro-Last Roofing, Inc.

1. Sheet Flashing: Manufacturer's standard reinforced PVC sheet flashing.
2. Duro-Last Factory Prefabricated Flashings: manufactured using Manufacturer's standard reinforced PVC membrane.
 - a. Stack Flashings.
 - b. Curb Flashings.
 - c. Inside and Outside Corners.
 - d. Vinyl Coated Pitch Pans.
3. Sealants and Adhesives: Compatible with roofing system and supplied by Duro-Last Roofing, Inc.
 - a. Duro-Grip® Board Max Insulation Adhesive.
 - b. Duro-Caulk® Plus.
 - c. Strip Mastic.
4. Slip Sheet: Compatible with roofing system and supplied by Duro-Last Roofing, Inc.
5. Fasteners and Plates: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening membrane and insulation to substrate. Supplied by Duro-Last Roofing, Inc.
6. PV Anchors
7. Termination and Edge Details: Supplied by Duro-Last Roofing, Inc.
 - a. Termination Bar.
 - b. AllTerm™.
 - c. Vinyl Coated Metal Drip Edge.
 - d. Kynar Steel Fascia Cover.
8. Vinyl Coated Metal: Supplied by Duro-Last Roofing, Inc. 24 gauge, hot-dipped galvanized, grade 90 metal with a minimum of 17 mil of Duro-Last membrane laminated to one side.

4.8.3 Walkways:

1. Provide non-skid, maintenance-free walkway pads in areas of heavy foot traffic and around mechanical equipment.
 - a. Duro-Last Roof Trak® III Walkway Pad.

4.9 EXAMINATION

4.9.1 Verify that the surfaces and site conditions are ready to receive work.

4.9.2 Verify that the deck is supported and secured.

4.9.3 Verify that the deck is clean and smooth, free of depressions, waves, or projections, and properly sloped to drains, valleys, eaves, scuppers or gutters.

4.9.4 Verify that the deck surfaces are dry and free of standing water, ice or snow.

4.9.5 Verify that all roof openings or penetrations through the roof are solidly set.

4.9.6 If substrate preparation is the responsibility of another contractor, notify Architect of unsatisfactory preparation before proceeding.

4.9.7 Prior to re-covering an existing roofing system, conduct an inspection of the roof system accompanied by a representative of the membrane manufacturer or an authorized contractor.

1. Determine required fastener type, length, and spacing.
2. Verify that moisture content of existing roofing is within acceptable limits.
3. Identify damaged areas requiring repair before installation of new roofing.
4. Conduct core cuts as required to verify information required.

4.10 PREPARATION

4.10.1 Clean surfaces thoroughly prior to installation.

4.10.2 Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

4.10.3 Surfaces shall be clean, smooth, free of fins, sharp edges, loose and foreign material, oil, grease, and bitumen.

4.10.4 Re-Roofing Over Existing Single-Ply System:

1. Remove all loose or high fasteners.
2. Membrane contaminated with bitumen must be immediately cleaned. If cleaning does not remove the bitumen, the contaminated membrane must be replaced, or covered with both a slip sheet and new membrane.
3. Blisters, buckles and other surface irregularities must be repaired or removed. If the damage is extensive, an approved rigid board insulation or a cover board must be installed.
4. When the system is smooth or granular-surfaced, any approved slip sheet, insulation or cover board may be used to provide separation of the roof system and new membrane. Duro-Guard fan folds may be used if the surface is pea gravel or crushed stone which is ¼ to 3/8 inch in size and has been leveled and maintained at 4 psf. For larger rock/gravel, utilize an approved rigid insulation or cover board.
5. If rock/gravel surfacing is removed, an approved fan fold, rigid insulation or cover board must be used. If embedded rock/gravel remains that protrudes out of the deck more than ¼ inch, do not use fan fold board. Instead, use an approved cover board or rigid insulation.
6. When installing polystyrene insulation over coal tar pitch or asphalt-based roof systems, a slip sheet must be used between the insulation and existing roof.

4.11 INSTALLATION

4.11.1 Install insulation in accordance with the roof manufacturer's requirements.

4.11.2 Insulation Cover Board: DEXCell Glass Mat Roof Board.

4.11.3 Roof Membrane: 60 mil, Duro-Last® PVC thermoplastic membrane.

1. Use only membrane adhesive acceptable to the roof manufacturer's that meets the applicable design requirements.
 - a. Solvent-based membrane adhesive.
2. Cut membrane to fit neatly around all penetrations and roof projections.
3. Unroll roofing membrane and positioned with a minimum 6 inch overlap.
4. Apply adhesive in accordance with the roof manufacturer's requirements.
 - a. Apply at the required rate in smooth, even coatings without voids, globs, puddles or similar irregularities. Use care not to contaminate the area of the membrane where hot air welding will occur.
5. Apply adhesive to both the substrate and the bottom side of roof membrane.
6. Follow guidelines outlined in the adhesive's Product Data Sheet.
7. Read the adhesive's Material Safety Data Sheet (MSDS) prior to using the adhesive.

4.11.4 Seaming:

1. Weld overlapping sheets together using hot air. Minimum weld width is 1-1/2 inches.
2. Check field welded seams for continuity and integrity and repair all imperfections by the end of each work day.

4.11.5 Membrane Termination/Securement: All membrane terminations shall be completed in accordance with the membrane manufacturer's requirements.

1. Provide securement at all membrane terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, interior wall, penthouse, and other similar condition.
2. Provide securement at any angle change where the slope or combined slopes exceeds two inches in one horizontal foot.

4.11.6 Flashings: Complete all flashings and terminations as indicated on the drawings and in accordance with the membrane manufacturer's requirements.

1. Provide securement at all membrane terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, interior wall, penthouse, and other similar condition.
 - a. Do not apply flashing over existing thru-wall flashings or weep holes.
 - b. Secure flashing on a vertical surface before the seam between the flashing and the main roof sheet is completed.
 - c. Extend flashing membrane a minimum of 6 inches (152 mm) onto the main roof sheet beyond the mechanical securement.
 - d. Use care to ensure that the flashing does not bridge locations where there is a change in direction (e.g. where the parapet meets the roof deck).

Penetrations:

- a. Flash all pipes, supports, soil stacks, cold vents, and other penetrations passing through the roofing membrane as indicated on the Drawings and in accordance with the membrane manufacturer's requirements.
- b. Utilize custom prefabricated flashings supplied by the membrane manufacturer.
- c. Existing Flashings: Remove when necessary to allow new flashing to terminate directly to the penetration.

Pipe Clusters and Unusual Shapes:

- a. Clusters of pipes or other penetrations which cannot be sealed with prefabricated membrane flashings shall be sealed by surrounding them with a prefabricated vinyl-coated metal pitch pan and sealant supplied by the membrane manufacturer.
- b. Vinyl-coated metal pitch pans shall be installed, flashed and filled with sealant in accordance with the membrane manufacturer's requirements.
- c. Pitch pans shall not be used where prefabricated or field fabricated flashings are possible.

4.11.7 Roof Drains:

1. Coordinate installation of roof drains and vents.
2. Remove existing flashing and asphalt at existing drains in preparation for sealant and membrane.
3. Provide a smooth clean surface on the mating surface between the clamping ring and the drain base.

4.11.8 Edge Details:

1. Provide edge details as indicated on the Drawings. Install in accordance with the membrane manufacturer's requirements.
2. Join individual sections in accordance with the membrane manufacturer's requirements.
3. Coordinate installation of metal flashing and counter flashing specified in Section 07620.
4. Manufactured Roof Specialties: Coordinate installation of copings, counter flashing systems, gutters, downspouts, and roof expansion assemblies.

4.11.9 Walkways:

1. Install walkways in accordance with the membrane manufacturer's requirements.
2. Provide walkways where indicated on the Drawings.
3. Install walkway pads at roof hatches, access doors, rooftop ladders and all other traffic concentration points regardless of traffic frequency. Provided in areas receiving regular traffic to service rooftop units or where a passageway over the surface is required.
4. Do not install walkways over flashings or field seams until manufacturer's warranty inspection has been completed.

4.11.10 Water cut-offs:

1. Provide water cut-offs on a daily basis at the completion of work and at the onset of inclement weather.
2. Provide water cut-offs to ensure that water does not flow beneath the completed sections of the new roofing system.
3. Remove water cut-offs prior to the resumption of work.
4. The integrity of the water cut-off is the sole responsibility of the roofing contractor.
5. Any membrane contaminated by the cut-off material shall be cleaned or removed.

4.12 FIELD QUALITY CONTROL

A. The membrane manufacturer's representative shall provide a comprehensive final inspection after completion of the roof system. All application errors shall be addressed and final punch list completed.

4.13 PROTECTION

4.13.1 Protect installed roofing products from construction operations until completion of project.

4.13.2 Where traffic is anticipated over completed roofing membrane, protect from damage using durable materials that are compatible with membrane.

4.13.3 Repair or replace damaged products after work is completed.

4.14 GENERAL REQUIREMENTS:

4.14.1 Contractor shall supply all labor, for the proper execution and completion of the work; and shall in the best and most workmanlike manner complete installation and everything incidental thereto, as stated in the specifications or as required by the manufacturer.

4.14.2 Contractor shall provide full time supervision and properly skilled craftsman to perform the work required under this contract. 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.

4.14.3 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 at Contractor's cost.

4.14.4 All prices shall be quoted F.O.B. Destination, City of San Antonio's designated facility, freight prepaid. All items shall be delivered to the City of San Antonio Bob Ross Senior Center located at 2219 Babcock, San Antonio, TX 78229. Delivery shall be coordinated with Luis Rivas, Manager at (210) 207-5643.

4.14.5 Installer Certification: Certification from the roofing system manufacturer that Installer is approved, authorized, or licensed by manufacturer to install roofing system.

4.14.6 Work hours and days will be determined by the City of San Antonio Bob Ross Senior Center staff due to events in the building, the City reserves the right to change working times to include evenings and weekends so as not to interfere with events in the building.

4.15 CITY RESPONSIBILITIES:

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

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

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

4.16 CONTRACTOR RESPONSIBILITIES:

4.16.1 Labor and Equipment: The contractor shall be solely responsible for its 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.

4.16.2 Uniform and ID Badges: Contractor shall ensure that all contractor personnel, including any subcontractors, wear uniforms and an ID Badge at all times.

4.16.3 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.

4.16.4 Installing contractor to provide dump and disposal fees. All debris will be disposed of in an approved facility in accordance with all local, state, and federal regulations. Jobsite to be cleaned daily.

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

4.16.6 If required, any HVAC, plumbing, electrical, or other miscellaneous work that may need to be moved or disconnected and reconnected (other than normal roofing practice) will need to be done by others at City's expense.

4.16.7 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 is 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.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon City's issuance of a Purchase Order. This contract shall terminate upon completion of all work described herein or delivery of all goods ordered, as applicable.

Cooperative Contract Provisions.

Term Consistent with Cooperative Contract. Notwithstanding anything to the contrary herein, no new orders may be placed hereunder after the expiration or termination of the underlying cooperative contract. Renewals cannot extend beyond the term of the underlying cooperative contract. Extensions cannot extend beyond the term of the underlying cooperative contract.

Contract Documents. The terms and conditions for performance and payment of compensation for this contract are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes:

This Request for Offer, including any attachments identified herein and addenda issued by City prior to acceptance of an offer from Offeror;

Any Purchase Orders Issued hereunder by City of San Antonio ("City"); and

Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract number 200201 through The Interlocal Purchasing System (TIPS).

Order of Priority of Contract Documents. Should a conflict arise among the provisions of the contract documents, this RFO and any Purchase Order issued hereunder shall govern over Exhibit I, unless otherwise specifically provided herein.

This RFO includes the following: Instructions to Offerors, General Terms and Conditions, Supplemental Terms and Conditions, Product Specifications and Description of Services, Definitions, Price Schedule, any Attachments identified herein.

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.

Insurance.

Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the San Antonio Convention & Sports Facilities Department, which shall be clearly labeled "Bob Ross Senior Center Roofing Replacement" 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. 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 City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Finance Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

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

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

<i>INSURANCE TYPE</i>	<i>LIMITS</i>
1. Workers' Compensation	<i>Statutory</i>
2. Employers' Liability	<i>\$1,000,000/\$1,000,000/\$1,000,000</i>
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Contractors f. Damage to property rented by you	<i>For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage must be on a per project aggregate.</i>
4. Builder's Risk	<i>All Risk Policy written on an occurrence basis for 100% replacement cost during construction phase of any new or existing structure.</i>
5. Environmental Insurance – Contractor's Pollution Liability (Claims-made coverage)	<i>\$1,000,000 per occurrence; \$2,000,000 general aggregate for claims associated with hazardous materials, to include spills and mitigation.</i>
6. Explosion, Collapse, Underground Property Hazard Liability	<i>\$2,000,000 per claim</i>
7. Professional Liability (Claims-made Coverage)	<i>\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.</i>

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

As they apply to the limits required by City, 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). Vendor 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. Vendor shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Building and Equipment Services Department
P.O. Box 839966
San Antonio, Texas 78283-3966

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

- Name 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 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 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 City; and
- 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.

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

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

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

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

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

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

Payment Bond.

Contractor shall provide a payment bond as security for all persons supplying labor and material in the performance of this contract. Said bond shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the full amount of the contract price. If this is an annual contract with estimated quantities, the bond shall be in the amount of the estimated contract price for a one year period. Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253 and the Texas Property Code, chapter 53. This bond must be executed and delivered to City prior to commencement of work under this contract.

Performance Bond.

Contractor shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the full amount of the contract price. If this is an annual contract with estimated quantities, the bond shall be in the amount of the estimated contract price for a one year period. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract.

Prevailing Wage Rate and Labor Standard Provisions

The Provisions of Chapter 2258 of the Texas Government Code are expressly made a part of this Contract. Contractor shall forfeit, as a penalty to Owner, sixty dollars (\$60.00) for each laborer, worker or mechanic employed for each calendar day, or portion thereof, in which such laborer, worker or mechanic is paid less than the stipulated prevailing wage rates for any work done under this Contract by the Contractor or any subcontractor employed on the

project. The establishment of prevailing wage rates, pursuant to Chapter 2258 of the Texas Government Code, shall not be construed to relieve Contractor from its obligation under any federal or state law, regarding the wages to be paid to or hours worked by laborers, workers or mechanics, insofar as applicable to the work to be performed hereunder. Contractor, in the execution of this Project, agrees it shall not discriminate in its employment practices against any person because of race, color, creed, sex, or origin. Contractor agrees it shall not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, creed, national origin, sex, age, handicap or political belief or affiliation. This Contract provision shall be included in its entirety in any subcontract agreement entered into by the Contractor or any Subcontractor employed on the project.

Contractor shall comply with the Wage and Labor Standard Provisions stated above and prevailing wage rates attached hereto and incorporated herein for all purposes as Attachment E.

Contractor shall keep records as provided for by section 2258.024 of the Texas Government Code for the duration of the contract and for the records retention period indicated in Section 006-General Terms & Conditions.

Workers' Compensation.

Definitions:

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

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

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

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

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

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

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

a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter. The contractor shall notify the City in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

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

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

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

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

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

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

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

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

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

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

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

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

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

Incorporation of Attachments.

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

Attachment A – Price Schedule

Attachment B – Veteran-Owned Small Business Program Tracking Form

Attachment C – Prevailing Wages

006 - GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, whether through City's portal, by fax, or by e-mail, 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.

Invoice Submissions. City requires all original first-time invoices to be submitted directly to the Accounts Payable section of the Finance Department. The preferred method of delivery is electronically to the following e-mail address:

accounts.payable@sanantonio.gov

Invoices submitted electronically to the e-mail address above must be in separate .pdf format file. Multiple invoices cannot be submitted in a single .pdf file; however, Vendor may submit multiple, separate invoice files in a single e-mail. Any required documentation in support of the invoice should be compiled directly behind the invoice in the same .pdf file. Each electronically submitted file must have a unique identifying name that is not the same as any other file name.

Invoices submitted by electronic submission are only considered "original" when the submission comes directly from the Vendor to Accounts Payable using this e-mail address. Vendor may courtesy copy the ordering City department personnel on the e-mail.

Vendors not able to submit invoices with the required file formatting above may mail original invoices, on white paper only, 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.

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.

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

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

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

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

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

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

Venue. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between City and Vendor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction. **Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.**

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

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

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

Prohibition on Contracts with Companies Boycotting Israel

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

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

This section only applies to a contract that:

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

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

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

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

Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited.

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

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, 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, addendums, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the 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, 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.

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 Steve Ruth

Name of Business Duro-Last, Inc.

Street Address 525 Morley Drive

City, State, Zip Code 525 Morley Drive; Saginaw, MI 48601

Email Address govsales@duro-last.com

Telephone No. (800) 248-0280

Fax No. (800) 432-9331

City's Solicitation No. 6100013966



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

	Duro-Last Materials	UOM	Quantity	List Price	Duro-Last TIPS 200201 Discount	Total Price
	Duro-Last Gross Material	EA	1	60,767	4,253.69	56,513.31

	Duro-Last Installation	UOM	Quantity	List Price	Duro-Last TIPS 200201 Discount	Total Price
	Demolition	EA	1	7,000		7,000
	Installation Labor	EA	1	117,366		117,366
	Non-Duro-Last Materials	EA	1	2,500		2,500
	Project Commencement	EA	1	2,000		2,000
	Equipment Rental	EA	1	4,200		4,200

	Miscellaneous Charges	UOM	Quantity	List Price	Duro-Last TIPS 200201 Discount	Total Price
	Bonds Fee	EA	1	1,660.13		1,660.13
	Warranty Fee	EA	1	2,520		2,520
	Permit Fee	EA	1	1,000		1,000
	Administrative Fee	EA	1	13,756.92		13,756.92

Total Price - \$ 208,516.36

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