



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100009136

ANNUAL CONTRACT FOR RENTAL OF BARRICADES

Date Issued: JUNE 26, 2017

RESPONSES MUST BE RECEIVED **NO LATER THAN:**
10:00 AM CT JULY 12, 2017

Responses may be submitted by any of the following means:

Electronic submission through the Portal

Hard copy in person or by mail

Address for hard copy

Physical Address:

Purchasing & General Services

Riverview Towers

111 Soledad, Suite 111

San Antonio, Texas 78205

General Services

Phone: 78283-3966

For Hard Copy

"ANNUAL CONTRACT"

Offer Due Date:

RFO No.: 6100009136

Offeror's Name and Address

Original

Bid Bond: No

See Supplemental Terms

Affirmative Procurement

See Instructions for Offer

Pre-Submittal Conference

Comments:

Comments.

* If YES, the Pre-Submittal conference will be held on **JUNE 28, 2017** at 10:00 A.M. CT, at Riverview Towers, 11th Floor, HILL COUNTRY CONFERENCE RM. 111 Soledad, San Antonio, TX 78205

Staff Contact Person: DAVID ORTIZ, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966 Email: DAVID.ORTIZ2@SANANTONIO.GOV

SBEDA Contact Information: Lucy Barbosa, Economic Development Specialist, Lucy.Barbosa@SanAntonio.gov 210-207-3910.

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

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

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

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

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

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

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

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

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

Alternate Offers. Alternate offers may be allowed at the sole discretion of City.

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

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

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

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

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

Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for bids submitted on paper, or PDF file for offers submitted electronically.

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

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

Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before 3 calendar days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

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

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

Pre-Submittal Conference.

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

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

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

Changes to RFO.

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

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

Preparation of Offers.

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

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

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

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

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

Rejection of Offers.

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

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

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

The offer is conditional; or

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

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

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

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

Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

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

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

Inspection of Facilities/Equipment. Depending on the nature of the RFO, Offerors' facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

Prompt Payment Discount.

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

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

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

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

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/filinginfo/conflict_forms.htm

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

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

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

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

If delivering by hand, deliver to: City Hall, 100 Military Plaza, San Antonio, TX 78205.

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

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.0 SCOPE: The City of San Antonio (City) is soliciting offers for a Certified Barricade Contractor to provide barricade services on an as-needed basis. Due to the significant differences in the nature and timing of traffic control for construction and for special events, this Contract has two price schedule items: Item 1 Rental of Barricades for Construction Project and Item 2 Rental of Barricades for Processions or Special Events. The awarded contract shall be utilized by the Transportation and Capital Improvements, Convention & Sports Facilities, Police and Center City Development & Operations Departments.

- A. Barricade and traffic control 'Equipment', 'Material' and 'Devices' shall be all items as listed on Attachment A, Price Schedule for Item 1 and Item 2.
- B. This RFO shall be awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City.

4.1 CERTIFICATIONS:

- A. Contractor must include with its response, documentation of applicable training and/or certification to operate and perform the scope of services as described in this solicitation, in the State of Texas. Contractor must provide this documentation for all Contractor's employees which are assigned to this contract, if awarded.
- B. If requested by City, the Contractor shall provide proof of training in a timely manner.
- C. For all Contractor's employees that shall supervise or perform selection, placement and maintenance of traffic control devices in work zone and construction areas, Contractor must provide to the City proof of adequate training in safe traffic control practices for all employees and ensure that its employees have a basic understanding of the principles established by applicable standards and regulations, including those of the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

4.2 EQUIPMENT, MATERIAL AND DEVICES:

- A. All barricades, signs and warning devices shall conform to the latest edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD) for Streets and Highways, as modified by the City of San Antonio.
- B. All bicycle racks requested shall be of metal material. Plastic will not be acceptable.
- C. All 28-inch traffic cones shall have reflective striping to meet TMUTCD standards for day and night uses.
- D. The term "Standard Signs" refers to typical signs designated in the TMUTCD, as amended per City Of San Antonio specifications and standards, including but not limited to: Keep Right, Two-way Traffic, Detour, Road Closed, etc. "Special Signs" are those with atypical wording, such as "Open to XYZ Business".
- E. Type III Barricades – Contractor shall utilize four foot Type III Barricades with any regulatory warning and guide signs being placed in the roadway unless otherwise instructed by the City or depicted on plans provided by the City.
- F. Type I Barricades - All Type I Barricades provided by Contractor must include a plastic cross bar with 2'X6' wooden legs or a 2'X6' wooden cross bar with plastic legs. Note: See TMUTCD for specific specifications.

4.3 CONTRACT REQUIREMENTS:

- A. Contractor's price entered on Attachment A, Price Schedule for Item 1 and Item 2 shall include all costs for labor, materials, trucks with a driver and a laborer, transportation, set-up and removal of all equipment.
- B. The City anticipates providing the Contractor a minimum of 48 hours of notice for a request for services for an event or construction project. The City will provide to the Contractor's designated Project Manager by email: the design plan/traffic control plan and the quantity and type of equipment required. The Contractor's Project Manager will provide the City Representative with an estimate for the event or construction project within 24 hours.
- C. The Contractor will pre-set a minimum of 24 hours prior to the event or construction project. Contractor will coordinate in advance with City Representative for the date and time that the Contractor will set the equipment on the day of the event or construction project.
- D. Sand bags must be supplied to support all traffic control devices during bad weather at no additional cost to the City.
- E. Truck with Driver – A regular (designated) driver must remain on site for each truck required at all times. The substitution of a laborer to fill in for a regular driver is not acceptable.
- F. The Contractor must be accessible to the City on a 24-hour basis, seven days a week. The selected Contractor shall submit, to the City, a list of cell phone numbers and home phone numbers including managers and owners. This information will be submitted to the Transportation and Capital Improvements Department and to the San Antonio Police Department, Station 1 Communications Office. On weekends and holidays, Contractor must be available by means of at least one cell phone at all times.
- G. All Contractor's supervising personnel involved in any special event, including office staff and drivers of individual trucks participating in the placement or removal of traffic control equipment, must be available to the City by cell phone., Contractor shall provide, to the City, a complete list of contact information for said Contractor personnel at least 24 hours prior to the event. This staff shall be available to make any necessary changes or adjustments to the barricading during set up, for the duration of the event and for the breakdown of the traffic control equipment. The Contractor will provide the list of contact information to the San Antonio Police Department Traffic Coordinator, the City's Downtown Operations Department, and the Transportation and Capital Improvements Department.
- H. Contractor must have the ability to take orders for any number of barricades or signs, of any size or type. If Contractor does not have sufficient stock, Contractor must be able to order equipment on a day's notice. Contractor shall provide all items being requested within 24 hours, or shall contract with another Contractor to meet construction project or event requirements.
- I. Outside of the area specified below in Item J, barricades shall not be stored in the field prior to 48 hours before the commencement of a project or event, or remain in the field over 24 hours after the end of said project, unless otherwise directed herein, or by written agreement with the City for a specific project or event. Failure to comply will be considered a breach of contract.
- J. Barricades shall not be stored in the field prior to 24 hours before the commencement of any special event or construction project in the following areas:
 - 1. Downtown area defined as IH 35 to the north, IH37 to the east, IH10 to the south, and IH 10/35 to the west (All highways are inclusive);
 - 2. Broadway, between Houston Street and Josephine Street;

All traffic control devices located in the downtown area (defined above), must be picked up and removed immediately upon completion of the event. Failure to comply will be considered breach of contract.

- K. Except as defined in Item J, all traffic control devices must be picked up and removed within 24 hours upon completion of the special event or specific construction phase. Failure to comply will be considered a breach of contract.
- L. Unless otherwise specifically shown on design plans, approved by the City, or unless specifically requested by the City, for construction or natural disasters, all lane delineation for lane closures, including the taper transitions, shall be spaced per TMUTCD guidelines.
- M. Unless otherwise specifically shown on design plans, approved by the City, or unless specifically requested by the City, for special events, all lane delineation for lane closures, including the taper transitions, shall be spaced at 20 feet for roads with assigned speeds of less than 40 mph. Tapers shall be spaced at 40 feet for roads with design speeds of 40 mph or greater.
- N. All barricades and signs must have high-intensity reflective sheeting. All reflective material must be checked once a month to ascertain if the materials are losing their reflectivity. All materials must be kept clean and in good working order, including flashing lights.
- O. All traffic control devices delivered to any events or construction projects on City's Right-of-Way (ROW) must be in good condition. The City reserves the right to inspect all material delivered to events or construction projects on City's ROW. Contractor shall replace unsatisfactory materials within 24 hours of City request. At minimum, all traffic control devices will be inspected for the following:
1. Broken barricades,
 2. Reflective sheeting that is torn or missing and legs that do not fit properly on all types of barricades,
 3. Scratched or broken signs,
 4. Barrels that are dented or have reflective sheeting that is torn or missing,
 5. Advance warning signs and supports that do not have two cross bars on each end for added support,
 6. Sign supports that are broken or not working properly.
- P. In particular, all materials to be set in all areas of the City must be in very good, presentable condition. The City reserves the right to require that material in the Downtown area be replaced at any time, within 24 hours of City request, with that of the highest quality material.
- Q. When presetting or storing traffic control devices in the field, Contractor must keep all sidewalks open and clear of any tripping hazards.
- R. With the exception of the one-time delivery and pick-up charge for construction projects (Item 1S on the Price Schedule), each line item in this Contract shall be billable per unit per day of requested use, only. A billable day is defined as a twenty-four (24) hour period of time of use per item, for any material item within this contract, commencing upon when material is delivered to the construction or event location, and ending upon City's notification to Contractor to pick up the material. Material left in the field beyond the requested removal time, shall not be billable.
- S. Barricades ordered for the specific purpose of dealing with emergencies or natural disasters (non-planned events) shall be invoiced per the Price Schedule for rental of barricades for Item 1, Rental of Barricades for Construction Projects. The one-time delivery and pick-up charge for construction projects may be assessed.
- T. For construction projects, a one-time delivery and pick-up charge may be assessed for each construction phase. A construction phase is defined as a change in the area closed for construction. Each Price Schedule line item shall include all associated material, transportation and labor costs.
- U. Liquidated Damages for Delay. The Parties agree that the actual damages, that might be sustained by City by reason of the breach by Contractor of its obligation to set or remove traffic control devices as stated herein, are uncertain and would be difficult of ascertainment and that the sum \$600.00 per day for each day of violation would be a reasonable compensation for such breach. Contractor hereby promises to pay, and City hereby agrees to

accept, such sum as liquidated damages, and not as a penalty, in the event of such breach. Contractor shall pay said sum within 30 days of City's demand for same. Alternatively, at City's option, City may withhold said sum from payments otherwise due to Contractor under this contract. Exercising its right to liquidated damages shall not prevent City from also exercising its termination rights. It is Contractor's responsibility to keep track of this obligation and to pick up the traffic control devices to meet this specification.

4.3.1 SPECIAL CONDITIONS FOR SPECIAL EVENTS – These special conditions are applicable to Attachment A, Price Schedule, Item 2 Rental of Barricades for Processions or Special Events.

- A. When multiple set-ups are requested for single day events, the City may request the materials be delivered to the City at multiple intervals throughout the day or the City may require that all materials be delivered at one time to predetermined locations. Throughout the duration of the same day Contractor may be required to relocate the materials for additional set-ups; Price Schedule, Item 2, Letter W, Truck w/Driver, and Letter X, Laborer rate, will apply for this service. For multiple events on the same day, Contractor will invoice the City for the materials once, and invoice the City for the laborer rate and truck w/driver, for each additional set-up performed by the laborer. No additional drop-off charge will be approved.
- B. Barricades ordered for the specific purpose of dealing with emergencies or natural disasters (non-planned events) shall be priced per the price schedule for rental of barricades for construction.
- C. Contractor will be required to provide a supervisor to spot check all special event closures and partial closures to ensure that company personnel are operating in compliance with current barricade standards as defined in the TMUTCD. Contractor will be required to train personnel on procedures on how to prepare a break-in and a break-out traffic control plan for the Alamodome.
- D. The City reserves the right to specify the number of supervisors, trucks and labor force for set up and/or removal of traffic control plans for large special events. In the event that issues arise with contractor personnel, the City will request a supervisor to be on-site to ensure proper set-up of City's traffic plan. Contractor shall be readily available to assist the City's traffic coordinator at no additional charge.
- E. If requested by the City Representative, Contractor shall provide a supervisor to remain on location for the entire duration of a special event or an Alamodome Event, at no additional cost to the City.
- F. In the event that Contractor does not have adequate traffic control devices in stock for a Special Event or an Alamodome Event, Contractor may request approval, in writing, that Contractor be allowed to substitute with alternate equipment or that Contractor be allowed to omit part of the traffic control material. The City reserves the right to accept or reject the request:
 - 1. If the City allows Contractor to substitute one device for another, Contractor shall invoice only for the less expensive of the two material items per Attachment A, Price Schedule.
 - 2. If the City approves an omission from the traffic control plan, Contractor shall only charge for the devices provided.
 - 3. If the City rejects a request to substitute one device for another or to omit part of the traffic control, the Contractor shall make whatever provision necessary to supply the proper devices, at no additional cost to the City.
 - 4. Under no circumstances, will the City compensate the Contractor for devices ordered but not provided on time.
- G. Outside of the Downtown area as described herein, unless otherwise directed herein or by written agreement with the City for a specific special event, barricades shall not be stored in the field prior to 48 hours before the commencement of said event. All traffic control devices in said area must be picked up and removed prior to 6:00 a.m. CT of the next morning following the event.
- H. The Contractor shall provide all drivers of barricade trucks a cell phone. A portable handheld radio capable of transmitting/receiving special instructions may be substituted for a cell phone to Contractor drivers while servicing a large special event. (If any driver does not have a cell phone or portable radio, a supervisor will be called and instructed to deliver a device to that driver). If a portable handheld radio is used, the Contractor shall provide three extra portable radios to be delivered to the San Antonio Police Department's Traffic Coordinator, to the City's Downtown Operations Representative and to the City's Transportation and Capital Improvements Representative,

in order for immediate and direct communication with the persons placing the barricades. All Contractor supervisors must have a cell phone.

- I. Contractor shall provide requested cost estimates for the cost of a special event within 2 business days of City request to Contractor. All cost estimates shall be in accordance with Contractor's pricing on Attachment A, Price Schedule.
- J. Metal bicycle racks shall not be utilized to separate vehicular and pedestrian traffic. However, metal bicycle racks may be used within a closure to align pedestrian movement.
- K. Under controlled and low-speed vehicular traffic conditions, unfilled water barriers may be used to separate vehicular and pedestrian movement. Water barriers, for this purpose, must be a minimum of 48 inches in height. As a substitution, fencing material may be attached to shorter water barrier to achieve the desired height.
- L. Most plastic barriers used for processions and special events will not be required to be filled with water; Price Schedule, Item 2, Letter T, Standard 32" Unfilled Plastic Water Barrier – 6' piece, and Letter U, 48" Tall Unfilled Plastic Water Barrier – 6' piece, price will apply for this service.
- M. When the City requires plastic barrier to be filled with water, the City will order the item as per Price Schedule, Item 2, Letter V, Standard 32" Filled Plastic Water Barrier – 6' piece" price will apply for this service.
- N. **Freeway Ramp Closure for a Special Event** - For processions and special events. "Freeway Ramp Closure for Special Events" shall be defined as a complete closure of an entrance or exit ramp to or from the main lanes of a freeway and includes all material, trucks, transportation and labor costs associated with the closure. Price Schedule, Item 2, P, Freeway Ramp Closure for Special Events price will apply for this service. Contractor shall invoice the City at the total cost per day.
- O. Freeway Ramp Closure for Special Events does not include Dynamic Message Board or Dynamic Arrow Boards. If the City requires these items, the City will order these items as per Price Schedule, Item 2, Letter N, Dynamic Message Board or Letter O Dynamic Arrow Board.
- P. **Freeway Lane Closure for a Special Event** - For processions and special events. A "Freeway Lane Closure for a Special Event" shall be defined as a complete closure of one or more of the main lanes of a freeway. The Item for a "Freeway Lane Closure for a Special Event" will include all material, trucks, transportation and labor costs associated with the closure, for any length up to two miles; Price Schedule, Item 2, Letter Q, Freeway Main Lane Closures for Special Events, price will apply for this service. The Vendor shall invoice the City at the total cost per day for up to two miles in length.
- Q. In the event that a Freeway Main Lane Closure for Special Event exceeds two miles in length, the additional materials shall be paid per Item 2, Letter Q Rental of Barricades for Processions or Special Events, for the unit price of the initial required materials.
- R. Freeway Main Lane Closure for Special Events does not include Dynamic Message Board or Dynamic Arrow Boards. If the City requires these items, the City will order these items as per Price Schedule, Item 2, Letter N, Dynamic Message Board or Letter O Dynamic Arrow Board.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or date specified in the award letter if this contract does not exceed \$50,000, and terminate on June 30, 2018. The City intends to release a solicitation in the near future for rental of barricade services. Therefore, the contract awarded pursuant to this solicitation shall begin upon the date specified in the award letter and will be terminated upon award of a new contract.

Temporary Short Term Extensions.

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

Temporary Contract Pending Award of Contract by City Council

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

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

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

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

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.

Internal / External Catalog.

San Antonio e-Procurement. The City is using an "e-Procurement" system (SAePS) based on SAP's Supplier Relationship Management (SRM) software. SAePS is a secure, web browser-based system that gives City employees the ability to shop for items from online catalogs and brings the items back automatically into SAePS. Online catalogs include both a SAePS internal catalog and externally hosted catalogs on supplier websites.

SAePS Electronic Catalog Options. Vendor shall furnish an electronic catalog that contains only the items awarded by City and displays pricing bid under this contract. Vendor may choose either Option 1 or Option 2 below as the method for furnishing the catalog.

Option 1. Vendor shall host an online catalog (Punch Out Catalog) with Open Catalog Interface (OCI) compliant integration to the SAePS system. This Punch Out Catalog shall have e-commerce functions, including, but not limited to, cataloging, searching and shopping cart functionality. Integration includes linking to the online catalog from SAePS, shopping, and electronically returning the data back to SAePS.

Option 2. Internal Catalog. Vendor shall provide a list of products and services awarded under this contract for uploading into the COSA e-Procurement system in an electronic format as specified by City. The electronic submission may be through email, unless it exceeds City's maximum allowable file size limit. In such case, Vendor shall provide the submission on a CD or other means approved by City.

Paper Catalog. If a Punch Out Catalog is not available and Vendor elects to provide an Internal Catalog, City, at its sole option, may require Vendor to provide its Internal Catalog in paper form in addition to the electronic form.

Catalog Content. All catalogs, regardless of the form in which they are provided, must include these elements, at a minimum.

- Your part number
- Short and long descriptions
- Units of measure
- Pricing, contract pricing, tiered pricing
- Classification of parts
- Manufacturer and Manufacturer part number
- Keywords, tags

Time to Provide Catalog. Catalogs required under this provision must be provided within 10 business days of request by City, and no later than 5 business days from the date of contract award.

Catalog Updates.

If this contract allows for increases in price, Vendor must provide timely updates to the City. For Punch Out catalogs, Vendor must update pricing on their website and provide City a notification and detailed explanation of the price updates. For Internal Catalogs, Vendor must provide an updated pricing file with details of the pricing updates. If paper catalogs have been requested, updated paper catalogs must be provided concurrently with Internal Catalog files, or as soon thereafter as printed catalogs become available.

Insurance.

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

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

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

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability 3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability	Statutory \$500,000/\$500,000/\$500,000 For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/Leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property damage of \$1,000,000 per occurrence

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

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

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

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

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

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

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

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

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

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

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

Incorporation of Attachments.

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

- Attachment A – Price Schedule
- Attachment B – Local Preference Program Identification Form
- Attachment C – Small Business Economic Development Advocacy (SBEDA) Program Language
- Attachment D – SBEDA Utilization Plan
- Attachment E – Non Discrimination Language
- Attachment F – Veteran Owned Small Business (VOSB) Language
- Attachment G – VOSB Tracking Form
- Attachment H – FORM 1295 Supplemental Information Related to the State of Texas Conflict of Interest Requirement
- Attachment I – Contractor Reference Sheet
- Attachment J – Small Business Office SBEDA Presentation
- Attachment K – Pre-submittal conference sign in sheet

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

Invoicing and Payment.

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

Information Required On Invoice.

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

Payment by City.

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

of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

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

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

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

Records Retention.

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

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

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

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

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

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

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

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

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

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section ILC.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.

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

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

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

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

007 - SIGNATURE PAGE

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

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

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

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

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

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

Offeror Information

Please Print or Type

Vendor ID No.

10051493

Signer's Name

Vivian S. Jenkins

Name of Business

Four J Traffic Controls, LLC

Street Address

7457 New Laredo Hwy 81

City, State, Zip Code

San Antonio, TX 78211

Email Address

vivian@4jtraffic.com

Telephone No.

(210) 927-4770

Fax No.

(210) 927-4775

City's Solicitation No.

6100009136



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

Local Preference Program (LPP) Ordinance

Local Preference Program (LPP) Ordinance

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

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

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

PRICE SCHEDULE

ITEM 1: RENTAL OF BARRICADES FOR CONSTRUCTION PROJECTS

<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>ESTIMATED ANNUAL QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED AMOUNT</u>
A. Type I Barricades – 8'	per each per day	6,940	\$.15	\$ 1,041.00
B. Type III Barricades – 4'	per each per day	1,740	\$.65	\$ 1,131.00
C. Type III Barricades – 8'	per each per day	6,940	\$.85	\$ 5,899.00
D. Plastic Folding Barricades	per each per day	110	\$.25	\$ 27.50
E. Plastic Water-filled Barriers	per each per day	560	\$ 8.50	\$ 4,760.00
F. Plastic Drums	per each per day	6,250	\$.55	\$ 3,437.50
G. Day/Night Cones – 28"	per each per day	3,470	\$.45	\$ 1,561.50
H. Vertical Panels	per each per day	6,940	\$.50	\$ 3,470.00
I Standard Signs – 18"x 24"	per each per day	2,780	\$.40	\$ 1,112.00
K. Standard Signs – 18"x 48"	per each per day	1,220	\$.40	\$ 488.00
L. Standard Signs – 24"x 30"	per each per day	2,780	\$.30	\$ 834.00
M. Standard Signs – 30"x 30"	per each per day	250	\$.30	\$ 75.00
N. Standard Signs – 30"x 48"	per each per day	1,950	\$.30	\$ 585.00
O. Standard Signs – 30"x 60"	per each per day	560	\$.50	\$ 280.00
P. Standard Signs – 36"x 36"	per each per day	8,670	\$.50	\$ 4,335.00
Q. Standard Signs – 48"x 48"	per each per day	460	\$.50	\$ 230.00
R. Portable Sign Supports	per each per day	18,830	\$.50	\$ 9,415.00
S. One-time Delivery & Pick-up Charge (See Section 4.3 Scope of Services)	per each project	230	\$ 100.00	\$ 23,000.00

ITEM 2: RENTAL OF BARRICADES FOR PROCESSIONS OR SPECIAL EVENTS

ITEM DESCRIPTION	UNIT	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED AMOUNT
A. Type I Barricades – 8'	per each per day	4,000	\$ <u>11.25</u>	\$ <u>45,000.00</u>
B. Type III Barricades – 4'	per each per day	4,800	\$ <u>6.10</u>	\$ <u>29,280.00</u>
C. Type III Barricades – 8'	per each per day	2,600	\$ <u>13.25</u>	\$ <u>34,450.00</u>
D. Plastic Drums	per each per day	1,248	\$ <u>12.75</u>	\$ <u>15,912.00</u>
E. Standard Signs Mounted on F. Plastic Drums	per each per day	1,048	\$ <u>6.25</u>	\$ <u>6,550.00</u>
G. Day/Night Cones – 28"	per each per day	15,500	\$ <u>1.10</u>	\$ <u>17,050.00</u>
H. Vertical Panels	per each per day	368	\$ <u>1.00</u>	\$ <u>368.00</u>
I. Two-way Dividers	per each per day	160	\$ <u>1.00</u>	\$ <u>160.00</u>
J. Standard Signs	per each per day	7,300	\$ <u>3.50</u>	\$ <u>25,550.00</u>
K. Special Signs	per each per day	508	\$ <u>4.30</u>	\$ <u>2,184.00</u>
L. Portable Sign Supports	per each per day	8,800	\$ <u>4.55</u>	\$ <u>40,040.00</u>
M. Static Message Board	per each per day	24	\$ <u>80.00</u>	\$ <u>1,920.00</u>
N. Dynamic Message Board	per each per day	40	\$ <u>174.00</u>	\$ <u>6,960.00</u>
O. Dynamic Arrow Board	per each per day	44	\$ <u>60.00</u>	\$ <u>2,640.00</u>
P. Freeway Ramp Closure for Special Events	per each per day	108	\$ <u>350.00</u>	\$ <u>37,800.00</u>
Q. Freeway Main Lane Closure for Special Events	per each per day	8	\$ <u>500.00</u>	\$ <u>4,000.00</u>
R. Pedestrian Fencing –	per linear ft per day	2,600	\$ <u>3.00</u>	\$ <u>7,800.00</u>
S. Metal Bike Rack – 8'	per each per day	348	\$ <u>15.00</u>	\$ <u>5,220.00</u>
T. Standard 32" Unfilled Plastic Water Barrier - 6' piece	per each per day	400	\$ <u>12.00</u>	\$ <u>4,800.00</u>
U. 48" Tall Unfilled Plastic Water Barrier - 6' piece (See Special Conditions)	per each per day	2,200	\$ <u>24.00</u>	\$ <u>52,800.00</u>
V. 32" Filled Plastic Water Barrier 6' Piece of Water Barrier (See Special Conditions)	per each per day	500	\$ <u>20.00</u>	\$ <u>10,000.00</u>
W. Truck with Driver	per each hour	400	\$ <u>125.00</u>	\$ <u>50,000.00</u>
X. Laborer	per each per hour	400	\$ <u>50.00</u>	\$ <u>20,000.00</u>

Prompt Payment Discount: 3 % 15 days. (If no discount is offered, Net 30 will apply.)

NON-DISCRIMINATION LANGUAGE

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Four J Traffic Controls, LLC
San Antonio, TX United States

Certificate Number:
2017-236709

Date Filed:
07/14/2017

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of San Antonio

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

6100009136
Rental of Barricades

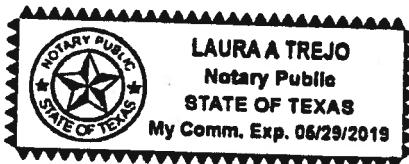
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	Jenkins, Vivian	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Vivian A. Jenkins

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Vivian A. Jenkins, this the 14th day of July, 2017, to certify which, witness my hand and seal of office.

Laura A Trejo
Signature of officer administering oath

Laura A Trejo
Printed name of officer administering oath

MRO
Title of officer administering oath

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

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

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

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

STATE BIDDER'S / RESPONDENT'S PERCENTAGE OF OWNERSHIP IN THE JOINT VENTURE: 100 %

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

SOLICITATION NAME/NUMBER: Annual Contract for Rental of Barricades No: 6100009136

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

Name of Business:	Four J Traffic Controls, LLC	
Physical Address:	7457 New Laredo Hwy	
City, State, Zip Code:	San Antonio, TX 78211	
Phone Number:	(210) 927-4770	
Email Address:	vivian@4jtraffic.com	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent: <u>16</u>		
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	☒ Yes	☐ No
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	☒ Yes	☐ No
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

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

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

Name of Business:	Four J Traffic Controls, LLC	
Physical Address:	7457 New Laredo Hwy	
City, State, Zip Code:	San Antonio, TX 78211	
Phone Number:	(210) 927-4770	
Email Address:	vivian@4jtraffic.com	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office: <u>16</u>		
Is the business located in the incorporated San Antonio city limits? (circle one)	☒ Yes	No
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	☒ Yes	No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	☒ Yes	No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	☒ Yes	No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	☒ Yes	No

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

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

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

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

Definitions.

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

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

The program uses the below definition of joint venture.

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

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

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

INSTRUCTIONS

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

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

SOLICITATION NAME/NUMBER: Annual Contract for Rental of Barricades #6100009136

Name of Respondent:	Four J Traffic Controls, LLC	
Physical Address:	7457 New Laredo Hwy	
City, State, Zip Code:	San Antonio, TX 78211	
Phone Number:	(210) 927-4770	
Email Address:	vivian@4jtraffic.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<u>No</u>
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	<u>No</u>
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

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

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

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER/RESPONDENT'S FULL NAME:

Vivian S. Jenkins

(Print Name) Authorized Representative of Bidder/Respondent

Vivian S. Jenkins

(Signature) Authorized Representative of Bidder/Respondent

Owner

Title

7/7/2017

Date

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