



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

FORMAL INVITATION FOR BID ("IFB") NO.: 6100010827

SPORTS TURF REPLACEMENT FOR THE ALAMODOME

Date Issued: NOVEMBER 26, 2018

BIDS MUST BE RECEIVED NO LATER THAN:
2:00 PM CT DECEMBER 19, 2018

Bids may be submitted by any of the following means:

Electronic submission through the Portal

Hard copy in person or by mail

Address for hard copy responses:

Physical Address:

City Clerk's Office
c/o Municipal Records Facility
719 S. Santa Rosa
San Antonio, Texas 78204

Mailing Address:

City Clerk's Office
P.O. Box 839966
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"SPORTS TURF REPLACEMENT FOR THE ALAMODOME"

Bid Due Date: 2:00 P.M. C.T., DECEMBER 19, 2018

Bid No.: 6100010827

Bidder's Name and Address

Bid Bond: YES Performance Bond: YES Payment Bond: NO Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NO

DBE / ACDBE Requirements: NO

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

Pre-Submittal Conference * YES

*** If YES, the Pre-Submittal conference will be held on DECEMBER 04, 2018 at 9:00 AM CT at ALAMODOME MEETING ROOM M, 100 MONTANA, SAN ANTONIO, TX 78203**

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

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003 - INSTRUCTIONS FOR BIDDERS

Submission of Bids.

Submission of Hard Copy Bids. Submit one original bid, signed in ink, and two copies of the bid enclosed in a sealed envelope addressed to the City Clerk at the address and by the due date provided on the Cover Page. The name and address of Bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s). 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.

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

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

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

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

Bidders must sign the Signature Page on hard copy bids and return the IFB document to City. For electronic bids, Bidder's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

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

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

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

Hard Copy Alternate Bids. Alternate bids must be submitted in separate sealed envelopes in the same manner as submission of other bids. Alternate bids must be marked consecutively on the envelope as Alternate Bid No. 1, 2, etc. Failure to submit alternate bids in separate envelopes may result in rejection of a bid.

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

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

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

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

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

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

Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

Bidders may submit written questions, or objections to specifications, concerning this IFB to the Staff Contact Person listed on the Cover Page on or before 10 calendar days prior to the date bids are due. Questions received after the stated deadline will not be answered. Questions submitted and City’s responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

Bidders and/or their agents are encouraged to contact the Small Business Office of the 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 IFB after the bid 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, bidders 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. Bidders 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 IFB after the bid 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. Bidders are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City’s responses to questions received 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 the City.

Changes to IFB.

Changes to this IFB made prior to bid opening shall be made directly to the original IFB. Changes are captured by creating a replacement version each time the IFB is changed. It is Bidder’s responsibility to check for new versions

until the bid due date. City will assume that all bids received are based on the final version of the IFB as it exists on the day bids are due.

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

Preparation of Bids.

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

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

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

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

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

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

Description of Supplies.

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

Interlocal Participation.

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

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

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

Rejection of Bids.

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

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

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

The bid is conditional; or

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

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

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

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

Withdrawal of Bids. Bids may be withdrawn prior to the time set for the bid opening. Written notice of withdrawal shall be provided to the City Clerk for bids submitted in hard copy. Bids submitted electronically may be withdrawn electronically.

Bid Opening. Bids will be opened publicly and read aloud at 2:30 on the day the bids are due. Bid openings are held at Purchasing & General Services, Riverview Tower, 11th Floor, 111 Soledad, Suite 1100, San Antonio, Texas 78205.

Evaluation and Award of Contract.

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

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

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

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

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

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

Inspection of Facilities/Equipment.

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

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

Prompt Payment Discount.

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

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

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

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

Bid Protest Procedures.

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

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

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

Prohibited Financial Interest. The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in §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.

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

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

State of Texas Conflict of Interest Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the 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/atty/ethics/pdf/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:

Office of the City Clerk, c/o Municipal Archives and Records Facility,
719 S. Santa Rosa Ave., San Antonio, TX 78204-3114.

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 is soliciting bids for a Contractor to furnish approximately 154,761 square feet of portable artificial infill turf system including all labor, materials, tools, equipment and training necessary for delivery and complete installation at the Alamodome, 100 Montana, San Antonio, Texas, 78203, in accordance with the specifications listed herein. This turf replacement is necessary due to the age and condition of the existing turf system.

4.1 GENERAL REQUIREMENTS

4.1.1 The scope of the work to be performed in accordance with the specifications stated herein includes, but is not limited to, all requirements to provide a portable artificial infill turf system to cover the Alamodome floor from seating unit to seating unit, approximately 154,761 square feet plus additional turf as specified on sections 4.2.1.18

4.1.2 The turf system needs to have the ability to be rolled up into rolls that are approximately 5 foot in diameter and do not weigh more than 7500 lbs when filled with rubber per roll. This is necessary so that the Alamodome can continue to utilize the equipment currently used for installation and removal of turf. The Contractor shall identify and provide all equipment necessary to accomplish the initial turf.

4.1.3 The turf system shall be suitable for play by all major sports, including but not limited to the National Football League (NFL), National Collegiate Athletic Association (NCAA), Major League Soccer (MLS) and Federation International de Football Association (FIFA). The contractor shall provide with their bid responses references for fields that the organizations have used or are currently using that have the portable artificial turf infill system that contractor is bidding; or letters from the organizations on official letterhead stating that the Contractors artificial infill turf system is approved for play by the organizations.

4.1.4 The Contractor shall provide an artificial infill turf system on which paint can be applied and removed without damaging the turf and without affecting the safety or playability of the turf. Example: The Alamodome clients have the ability to paint on the turf, such as fifty yard line center logos, advertising at the 20 yard lines and the entire end zones. The Contractor shall provide a turf system which can be painted using removable synthetic turf paint, such as Pioneer Mfg's Gameline Removable Paint, or a similar product. Additionally, the turf shall be able to withstand having the paint removed by a paint removal machine, such as the Pioneer's P-Rex synthetic turf paint removal machine.

4.1.5 Turf Storage Racks: The Alamodome has 45 turf storage racks for storing the existing turf. Contractor's turf must safely fit in existing storage racks. Currently, there are 27 rolls of artificial infill turf that measure 15' X 172', 12 rolls that measure 15' X 135' and 6 rolls that measure 12' X 135', that are stored in the turf storage racks. The racks are made of ½" steel square tubing sturdy enough to hold a 7500 pound roll of artificial turf.

Size of storage racks:

Small rack: 7' wide X 10' long X 3' high

Large rack: 7' wide X 10' long X 6.5' high

4.1.6 The Contractor shall furnish to the City a written guarantee for the expected life of the artificial infill turf system with the bid response. Warranty shall begin upon City's final acceptance of artificial infill turf system. Any work found to be defective due to workmanship and/or material shall be repaired or replaced by Contractor at no cost to the City.

4.1.7 The Contractor shall furnish all labor, material, and equipment for removal and disposal of the City's existing portable artificial infill turf system. The existing system is currently housed in storage racks. Contractor will be required to remove it from the storage racks for final disposal.

4.1.8 The finished playing surface shall appear as natural green grass with no irregularities and shall provide a surface for excellent traction for conventional athletic shoes of all types.

4.1.9 Vendor shall submit a color chart with the bid response and the City will reserve the right to pick the color after award.

4.1.10 Portability. The proposed portable artificial infill turf system must be fully convertible and designed for an efficient conversion from football to our various venue event configurations (and vice versa); including removal, storage, and installation of artificial infill turf system within a maximum of 36 hours. Contractor must accurately identify the time and resources required to achieve conversions (installation and removal) and provide this information with the bid. The portability of a superior quality, widely accepted, nationally recognized, fully convertible turf system is of utmost

importance to the Alamodome. As a multi-purpose facility, the system must be able to handle the dynamic conditions anticipated to occur in support of our conversion schedule - approximately 20 conversions annually.

4.1.11 Field Markings. Turf system shall be marked with permanent inlaid white lines in accordance to National Collegiate Athletic Association (NCAA) rules and regulations for field markings. The Alamodome will work with the Contractor to approve font, size and design of the yard line numbers that will be inlaid on the field. In addition, two Alamodome logos, and logos for The University of San Antonio (UTSA) will need to be fabricated and inlaid into the field in accordance with NCAA rules and regulations.

4.1.12 The Alamodome will provide permanent inlaid lines and Logo design to the Contractor within 15 calendar days of award.

4.1.13 All bidders must submit, Proof that the Turf Manufacturer is a member, in good standing, of the Synthetic Turf Council.

4.1.14 Project Schedule: Contractor shall complete delivery and installation within 90 days after receipt of purchase order, or by August 12, 2019, whichever comes later.

4.1.15 The City will assume ownership of the turf system after the installation has been completed and accepted by the Convention and Sports Facilities Department.

4.2 SPECIFICATIONS

Item	Quantity	Description
1	1 ea.	Portable Synthetic Turf System, approximately 154,731 Sq. Ft.

4.2.1 ITEM 1 – Portable Synthetic Turf System

Manufacturer: AstroTurf

Model: RootZone 3D3 Trionic Blend 60, or city approved equal.

4.2.1.1 Synthetic Turf System: A synthetic turf system tufting a combination of monofilament and slit film fibers, consisting of: 1) a 10,800 denier monofilament fiber made from a singularly extruded combination of stabilized polyethylene and nylon polymers with proper compatibilizers; 2) a 10,000 denier parallel slit-film polyethylene fiber; and 3) a secondary layer highly texturized, factory-extruded monofilament RootZone fiber for infill stabilization. Fibers shall be tufted into a suitable primary backing and coated with a secondary metered polyurethane adhesive coating. Pile height shall be nominal 1.75". Fibers shall be tufted to a primary backing and a mechanically applied adhesive secondary backing.

4.2.1.2 The tufted fiber's face weight shall not weigh less than 60 ounces per square yard. The tufted rows of fiber must be spaced no more than 3/8" apart. ASTM tests proving the fiber meets these qualifications must be provided with the bid. Turf systems that do not meet this specification will be disqualified.

4.2.1.3 The carpet's primary backing shall be a minimum weight of 8 ounces per square yard. The carpet shall then be coated with a secondary backing of polyurethane synthetic coating material with a minimum application rate of 20 ounces per square yard.

4.2.1.4 The carpet shall be delivered in 15' wide rolls. The rolls shall be of sufficient length to go from sideline to sideline. Head seams, other than at sidelines, will not be acceptable.

4.2.1.5 All interior markings on the field, such as inbound lines, numbers, and TV arrows, shall be factory-installed.

4.2.1.6 Manufacturer shall apply an additional backing utilizing k-29 backing adhered with a single component polyurethane adhesive once the field has been completed and prior to shipment.

4.2.1.7 The infilled pile surface shall provide good traction in all types of weather with the use of conventional sneaker type shoes, composition molded sole athletic shoes, and screw- in style football cleats.

4.2.1.8 The pile surface shall be suitable for both temporary and permanent line markings using acrylic paint, as per the turf provider's recommendations.

4.2.1.9 All adhesives used in bonding the seams shall be resistant to moisture, freeze/thaw, bacteria and fungus attacks, and resistant to ultraviolet radiation. The adhesive shall be made especially for the adhesion of synthetic turf seams and inlaid field markings and graphics.

4.2.1.10 The seam specific adhesive system shall have been utilized on at least 25 full installations. Provide this information with the bid. It shall consist of a factory-made adhesive bed applied to a non-woven fabric seaming tape. The adhesive bed shall be a metered amount suitable for the application. It shall be heat and pressure activated. A special heat application machine and pressure application using weighted rollers is mandatory.

4.2.1.11 All seams on the 15' wide panels shall have 4" hook and loop attached.

4.2.1.12 The 15' wide panels on the main body of the field shall include the 6' white border attached making the panels 172' long.

4.2.1.13 Perimeter edge details required for the system shall be as detailed and recommended by the turf provider, and as approved by the turf provider.

4.2.1.14 The turf system must incorporate life-like individual blades of grass, tufted into the strongest and most dimensionally stable backing system with a polyurethane pre-coat for the ultimate in tuft-bind.

4.2.1.15 The turf must be a fully UV stabilized system ideal for outdoor use.

4.2.1.16 Contractor shall guarantee a G-Max (Surface Hardness) rating less than 130 at turf installation. Contractor shall submit actual test and results to the Alamodome Facilities Manager for final acceptance within 2 days after completion of installation. Should the G-Max rating not fall within the acceptable rating of less than 130, the contractor shall provide all labor and materials to bring the turf into the acceptable rating. All testing shall be at the expense of the Contractor.

4.2.1.17 Velcro utilized on installation shall be hook and loop Velcro, a minimum of 6 inches wide. The Velcro will be utilized to secure turf panels in place.

4.2.1.18 Additional turf. Contractor shall provide 1 additional set of end zones measuring 30' x 172' and 4 additional rolls for the midfield, measuring 15' x 172' each, which shall have appropriate markings inlaid in them; numbers, hash marks, rolls and paint for another game is a short amount of time. This is necessary due to the variety of games and other events that take place on the turf.

4.2.1.19 All seams for the rolls that are 15' x 172' shall be laid so that they are joined at the white yard lines or boundary lines, so that they are not visible to spectators or on TV. The exception to this will be for the rolls in the end zones where there is no white yard line or boundary line.

4.2.1.20 TURF FABRIC SURFACE.

A. The pile surface shall resemble freshly mown natural grass in appearance, texture and color.

B. The pile surface shall be nominally uniform in length.

C. The pile fiber angle shall be 90 degrees \pm 15 degrees, measured from the horizontal after installation of the infill material.

D. The entire system shall be resistant to weather, insects, rot, mildew and fungus growth and non-allergic and non-toxic.

E. The synthetic turf system shall have a nominal fiber length of 1.75".

F. Each roll shall be a minimum of 15' wide.

G. All markings shall be tufted in-place, inlaid or glued. It is recommended that the maximum amount of markings be factory-prefabricated into the turf system prior to shipment to site. At a minimum all football markings (with the exception of hash marks) shall be factory prefabricated.

4.2.1.21 The fabric shall possess the following minimum physical characteristics. ASTM testing shall be provided with the bid response and any products not meeting the minimum physical characteristics will be rejected:

Property:	Standard:	Specification:
Average Pile Yarn Face Weight	ASTM D 5848	60 oz/square yard
Average Total Weight	ASTM D 5848	88 oz/square yard
Secondary Backing Weight	ASTM D 5848	20 oz/square yard
Primary Backing	ASTM D 5848	8 oz/square yard
Average Tuft Length	ASTM D 5823	1.75"

Tufting Gauge	ASTM D 5793	3/8" maximum
Tuft Bind	ASTM D 1335	> 8 lbs
Yarn Denier (monofilament fiber)	ASTM D 1577	10,800 / 6
Yarn Denier (slit film fiber)	ASTM D 1577	10,000/1
Yarn Denier (secondary fiber)	ASTM D 1577	5,400/8
Fiber Thickness (primary/secondary)	ASTM D 3218	330 / 100 microns
Surface Flammability	ASTM D 2859	8 of 8 PASS
Permeability	ASTM F 1551	>30" +/- per hour
Melt Point	ASTM D 789	248 degrees Fahrenheit
Gmax System (American Football)	ASTM F 355	< 165 over life of warranty

4.2.1.22 Face yarns shall be a combination of:

1. A proven athletic quality, outdoor stabilized blend of non-texturized monofilament yarn with a minimum of 330 micron thickness used with parallel slit film polyethylene fibers; and
2. An in-house factory extruded texturized monofilament RootZone designed specifically for outdoor use, to best resist the effects of ultraviolet degradation, heat, foot traffic, water and airborne pollutants.

4.2.1.23 Infill composition shall be 100% ambient ground SBR rubber. Must be a 10-20 sieve size.

4.2.1.24 Spare Infill: Contractor shall provide 12,000 pounds of spare infill rubber according to requirements on section 4.1.

4.2.1.25 Turf fabric manufacturer must only use an "in-house" MASTERBATCH, formulated specifically for the rigors of outdoor sports field fibers. Fibers manufactured using outside or third-party Masterbatch formulations are not allowed. Turf fibers shall be all one color as approved by the Alamodome.

4.3 STANDARD REQUIREMENTS

4.3.1 The Contractor shall supply all labor, materials, transportation, and tools necessary for the proper execution and completion of the work and shall complete the work in the best and most workmanlike manner, as stated in the specifications or reasonably implied therefrom. Contractor shall provide full time supervision and properly skilled craftsman to perform the work required under this bid invitation.

4.3.2 Before ordering any material or doing any work, the Contractor shall verify all required measurements and shall be responsible for the correctness of same. No exchanges or compensation will be allowed on account of differences.

4.3.3 Unless specified to the contrary, all material used shall be new and of the best kinds and grades specified, and all workmanship shall be up to the best recognized standards known to the various trades.

4.3.4 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 buildings, property, damaged grass/turf, other landscape vegetation, etc. Conduct site clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Contractor will not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction. Contractor will provide temporary fences, barricades, coverings, or other protection as needed and required.

4.3.5 The Contractor shall furnish and pay for all means of removing all trash and debris generated by the work. The construction area shall be kept clean and maintained on a daily basis. No debris shall be dumped and left in or around the building or surrounding areas. Upon completion of the work, the construction area shall be left clean and free of any and all trash, scraps, cartons, etc. as deemed acceptable to the Alamodome.

4.3.6 Quality Assurance

- a. Manufacturer: Bids must be for a product from a company specializing in the manufacturing of products specified in the bid document with a minimum of five years of experience.
- b. Bids shall be considered only from contractors who are regularly established in the design, and installation of a portable artificial infill synthetic turf system, with a minimum of five years of experience in the installation of a full

size soccer and football field, financially responsible, able to show evidence of satisfactory past performance, competent, and are ready, willing, and able to render prompt and satisfactory service.

- c. All material shall be new, or new recycled in the case of rubber infill, and shall meet or exceed the specifications listed herein.
- d. Manufacturer shall inspect all material prior to shipping. Contractor shall inspect materials upon receipt at the project site. All damaged or defective material shall be rejected and proper diligence Contractor shall arrange to receive the new material to complete the installation within the approved time frame.
- e. Contractor shall provide documentation for proof of experience on design and installation of turf.

4.3.7 Bids shall be considered only from Contractors who assume sole and complete responsibility for the installation of a turnkey portable artificial infill turf system.

4.3.8 Successful Contractor shall provide six (6) sets of drawings that will delineate the entire portable artificial infill turf system installation and removal process. Shop drawings will include all field dimensions, field markings, applicable inlaid Logos and details for NCAA football, layout of turf rolls, attachment methods, along with equipment needed for paint removal and turf grooming. Contractor must submit drawings for installation details, edge details, and goal post provision details.

4.3.9 The Contractor shall be responsible for all local, state and federal permits and building inspection requirements to install the turf system. The portable artificial in fill turf system shall meet ASTM D-2859 testing for flammability of floor coverings.

4.3.10 The Contractor shall provide a warranty to the City that covers defects in materials and installation workmanship of the turf for a minimum period of eight (8) years from the date of City's final acceptance of artificial infill turf system. The turf provider must verify that their representative has inspected the installation and that the work conforms to the turf provider's requirements and any written directives. The warranty shall include general wear and damage caused from UV degradation. Other items that must be addressed include the following:

- a. Acceptable uses for the field
- b. Fading
- c. Color match within specifications
- d. Excessive fiber wear
- e. Wrinkling and panel movement
- f. Shock absorbency (Gmax) Maximum of 165 for the duration of the warranty
- g. Velcro Seam integrity

4.3.11 Non-Performance. Contactor may be removed for non-performance if the system installed by Contractor does not perform accurately, or if the system does not perform for the purpose for which it was designed. If any material problems arise with the Contractor's performance, during any phase of installation, the City of San Antonio will provide a written notice to the Contractor to resolve the problem. If the problem has not been satisfactorily resolved with 5 calendar days, the City will give the Contractor written notice to vacate the premises. The Contractor shall have 8 hours to vacate the premises following delivery of City's notice to do so and City may make a claim on the Contractor's performance bond.

4.3.12 Patents/Copyrights. Contractor agrees to indemnify, defend and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied. Contractor agrees to indemnify, defend and hold the City harmless from any patent or similar proceedings that are based on products sold by Contractor hereunder. Contractor shall defend any such suits at its own expense, and the City shall have the right to have any such litigation monitored by its own counsel.

4.3.13 All bidders must submit to the Alamodome the following:

The Contractor shall submit with its bid response a list of athletic fields, within a 200 mile radius of the City of San Antonio, that are currently utilizing the Contractors proposed Portable Artificial Infill Turf System. The City reserves the right to view and inspect the athletic fields. If the Contractor cannot submit a list of athletic fields within a 200 mile radius for the City to view and inspect, the Contractor shall submit a 15' wide X 15' long sample of the exact proposed Portable Artificial Turf System upon request by the City.

The Contractor shall provide evidence, directly from the turf manufacturer that the installer is certified to install the type of artificial infill turf installation that contractor is bidding.

4.3.14 Warranty and Maintenance Manuals. A minimum of five (5) maintenance manuals with all warranty information shall be bound and delivered at the end of the project to Alamodome Facility Manager. Information must include complete procedural and maintenance information, detailed parts lists including diagrams with manufacturer's numbers, and any other pertinent information that will detail to Alamodome staff all methods of maintenance. Manuals must identify all limitations or conditions, which would result in the City of San Antonio being unable to receive repair or replacement at no cost of the proposed artificial turf surface (including backing and pad) within warranty period. Submit a copy of the Manufacturer's Warranty that guarantees the usability and playability of the artificial turf system for its intended uses commencing with the City of San Antonio's final acceptance.

4.3.15 INSTALLATION REQUIREMENTS: The artificial infill turf system shall be installed in full compliance with the manufacturer's recommendations and requirements. Contractor shall protect all areas adjacent to the Alamodome floor during the installation work to prevent damage. All work areas shall be left clean and all debris removed from site at the end of each workday. All work shall be performed by trained technicians skilled in the installation of the portable artificial infill turf systems in a sports field environment, and a sufficient number of technicians shall be provided in order to accomplish the installation on schedule. All work shall be performed under the direct supervision of qualified, on-site personnel provided by Contractor. All work shall follow the approved schedule as coordinated with the Alamodome management. Staging areas shall be designated for the temporary storage of the Contractor's equipment. Contractor is responsible for all damage to its own equipment and/or property.

4.3.16 Certification of work: The synthetic turf manufacturer and / or certified installation contractor shall perform a visual inspection of the field base onto which the synthetic turf system is to be installed and shall examine the finished surface for required compaction and grade tolerances (through string line testing). After any discrepancies between the required materials, application and tolerance requirements have been corrected, the synthetic turf installer must submit a written certification of VISUAL acceptance of the base for installation of the synthetic turf system. Any tests other than VISUAL tests (string line, water hose, etc.) shall be the responsibility of the Contractor.

4.3.17 Installation of all materials shall be performed in full compliance with approved project shop drawings. Only factory trained and certified technicians skilled in the installation of athletic caliber synthetic turf systems, working under the direct supervision of the turf manufacturer's project managers, shall undertake the placement of the turf system. The designated supervisory personnel on the project must be certified, in writing by the turf provider as competent in the installation of these materials, including proper seaming and proper installation of the infill mixture. The turf provider shall certify the installation and warranty compliance.

4.3.18 Inspect delivered field surface fabric and components immediately prior to installation. Any damaged or defective items shall be rejected. Installed synthetic system shall be inspected for, but not limited to, the following:

1. Uniformity of product and color
2. Surface wrinkles
3. Field markings
4. Field Edge installation
5. Pile height of each roll shall be measured.

4.3.19 Any material(s) that does not meet minimum height and thickness specifications shall be rejected. Pile height shall be measured in its finished positions.

4.3.20 The full width rolls shall be laid out across the field. When all of the rolls of the playing surface have been installed, the sideline areas will be installed at right angles to the playing field turf. All seam widths are to be held to a minimum and shall be traverse to the field direction. Seams shall be flat, tight, and permanent with no separation or fraying. All seams shall remain as required for the duration of the warranty period.

4.3.21 Resilient Infill

1. The rubber infill must be uniformly applied so as to ensure uniform, predictable surface.
2. After infill layers are installed, infill depth must be measured to ensure that infill depth is at least 1.3" deep.

4.3.22 Field Lining and Markings

A. All markings shall be installed in accordance with prior approved project Shop Drawings.

B. Inlays shall conform to the turf manufacturer's specifications, directions and recommendations for the best results.

C. Striping layouts shall be accurately measured by the Contractor before installation of inlaid field markings

D. Contractor shall install inlays only when the surface is completely dry, adhere all inlays securely into place and never loose-lay and sew an inlay into place.

4.3.23 The full width rolls of artificial turf shall be laid out across the field for complete installation and made event ready. The installation pattern drawing will be provided by the awarded Contractor within 15 calendar days of contract award.

4.3.24 The City, at the City's sole discretion, may require Contractor to remove the existing turf and provide offsite disposal. The turf shall not be disposed of in City waste containers or compactors. Bidder shall provide a price for the removal and disposal of the existing turf in the event that city requires such services.

4.3.25 Vendor needs to provide cobs and straps. The 45 "cobs" are 8" PVC pipe cut to length so that the turf can be rolled up on them. The straps are 3" wide nylon straps with "D" ring buckles used to hold turf together. CSF currently uses 2 straps per roll.

4.3.26 The Alamodome facility is accessible 24 hours, 7 days a week and Contractor shall have the opportunity to work as necessary to complete the project. Contractor must provide a proposed schedule in writing for approval by Alamodome Management within 10 calendar days after award. The Contractor shall meet with Alamodome Management within 20 calendar days of award for approval of project work schedule. The project installation cannot begin without the approval of Alamodome Management. The Contractor is encouraged to perform installation in evenings, nights and weekends as required to meet the coordinated schedule and the Alamodome will make every effort to facilitate access during these hours.

4.3.27 TURF EQUIPMENT - CITY OWNED CUSTOM MADE

The Alamodome has custom made equipment utilized to roll out and roll up turf, lift turf to storage racks and storage racks to store turf. The Contractor's proposed artificial infill turf system shall be compatible with the Alamodome custom equipment.

1. Custom Made City Equipment - Artificial Infill Installation/Removal Equipment "Theo" – used to roll out the turf on the playing field and roll up the turf.

- a) Size: Approximately 17'w x 3'd x 4'h
- b) Uses a 6" steel bar to fit inside turf roll in order to roll it up or roll it out
- c) Utilizes an arm that is hydraulically driven to grab and hold turf in place so it does not unroll
- d) Approximately 31" between bar and back of Theo. This is the maximum space for the roll.
- e) Has 2 spots on back to attach to forklift
- f) Chains used at base of unit to hold in place at the bottom
- g) Bar fits into groove at the end of the arms to hold in place. Locked in place with a bolt.
- h) Refer to Attachment H for photographs of equipment
- i) Contractors may view equipment at pre-submittal conference and site visit.

2. Custom Made City Equipment - Artificial Infill Spreader Bar – used to lift the rolls of turf in and out of storage racks.

- a) Size: 16'9" w x 6'h
- b) Made of ½" steel
- c) Has (2) 3' long pieces of chain at the end of the to attach to the bar to lift rolls
- d) Has 2 fork channels that the forks from the forklift slide into
- e) Refer to Attachment I for photographs of equipment
- f) Contractors may view equipment at pre-submittal conference and site visit.

3. Custom Made City Equipment - Artificial Infill Turf Storage Racks –

- a) Small rack size: 7'w x 10'l x 3'h
- b) Large rack size: 7'w x 10'l x 6.5'h
- c) Made of heavy gauge steel that is sturdy enough to hold a 7500 lb roll of turf.
- d) Refer to Attachment J for photographs of equipment
- e) Contractors may view equipment at pre-submittal conference and site visit.

4.4 Besides attachments to this solicitation these certifications and documents are required to be submitted with bidder response (excluding “i”, “j” and “k”):

- a) Written Guarantee, according to sections 4.1.6 and 4.3.10.
- b) Color Chart according to section 4.1.9.
- c) Proof of Membership of the Synthetic Turf Council, according to section 4.1.13.
- d) Adhesive System information, according to section 4.2.1.10
- e) ASTM Testing, according to section 4.2.1.21.
- f) Proof of Design and Installation of Turf Fields, according to section 4.3.6.
- g) List of athletic fields, according to section 4.3.13.
- h) Certification to install the type of bidding turf, according to section 4.3.13.
- i) Sets of Drawings will be provided after award, according to section 4.3.8.
- j) G-Max Testing will be provided after award and installation, according to section 4.2.1.16
- k) Warranty and Maintenance Manuals will be provided after award and installation, according to section 4.3.14.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

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

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 "Sports Turf Replacement for the Alamodome" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. 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.
- B) 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 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:

INSURANCE TYPE	LIMITS
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability	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.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.
5. Professional Liability (Claims-made Coverage)	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service. Coverage to be maintained and in effect for no less than two years subsequent to the completion of the professional service.

- D) Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same 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.
- E) 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: 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 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.

- 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 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.
- I) 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.
- 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 City 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 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.

Bid Bond.

Contractor must submit a bid bond, in a form acceptable to City, 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 the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of \$5,000.00. The Bid Bond shall be valid for 120 days following the deadline for submission of bids. The Bid Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Bidder is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any bids received without a Bid Bond will be disqualified.

For hard copy bids, the bid bond must accompany the bid. For electronic submissions, Bidder must provide the original bid bond to the City Clerk prior to bid opening in accordance with the instructions for hard copy submissions.

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. 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.

Incorporation of Attachments.

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

Attachment A – Price Schedule Revision I Dated December 07, 2018

Attachment B – Local Preference Identification Form

Attachment C – Veteran-Owned Small Business Preference Program Language

Attachment D – Veteran-Owned Small Business Preference Program Tracking Form

Attachment E – Form 1295 Certificate of Interested Parties

Attachment F – Contractor Site Rules

Attachment G – Reference List

Attachment H – Photographs of City Custom Made Equipment – Artificial Infill Installation/Removal Equipment

Attachment I – Photographs of City Custom Made Equipment – Artificial Infill Spreader Bar

Attachment J – Photograph of City Custom Made Equipment – Artificial Infill Turf Storage Racks

Attachment K – Alamodome Field Level Turf Layout

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not 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.

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

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

Invoicing and Payment.

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

Information Required On Invoice.

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

based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

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

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

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

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

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

Change Orders.

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

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended.

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

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

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

Termination.

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

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

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

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

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

INDEMNIFICATION.

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

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

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

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

Records Retention.

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

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

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

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

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

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

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

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

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

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

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

Prohibition on Contracts with Companies Boycotting Israel

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

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

"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 sole proprietorship, 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.

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

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's hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

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

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

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

007 - SIGNATURE PAGE

By submitting a bid, whether electronically or by paper, Bidder represents that:

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

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

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

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

If submitting your bid 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 bid.

Bidder Information

Please Print or Type

Vendor ID No.

Signer's Name

Name of Business

Street Address

City, State, Zip Code

Email Address

Telephone No.

Fax No.

City's Solicitation No.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Signature of Person Authorized to Sign Bid

008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

007 - SIGNATURE PAGE

By submitting a bid, whether electronically or by paper, Bidder represents that:

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

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

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

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

If submitting your bid 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 bid.

Bidder Information

Please Print or Type

Vendor ID No.

COSA Supplier Number 10037704

Signer's Name

Tommy McDougal

Name of Business

Hellas Construction, Inc.

Street Address

12710 Research Blvd., Suite 240

City, State, Zip Code

Austin, Texas 78759

Email Address

tmcdougal@hellasconstruction.com

Telephone No.

(512) 250-2910

Fax No.

(512) 250-1960

City's Solicitation No.

("IFB") NO. 6100010827

Signature of Person Authorized to Sign Bid

Base Bid

Attachment A - Price Schedule Rev. I December 07, 2018

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 No. 1

~~Portable Synthetic Turf System, AstroTurf RootZone 3D3Trionic Blend 60~~ or city approved equal.
1 Each

\$ 704,235.00

Brand Name of Product being submitted: Fustion XP2 60 Synthetic Turf System

Model Number being submitted: Manufactured by Hellas Construction, Inc.

Item No. 2

Removal and disposal of existing turf

\$ 16,765.00

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

ACCOUNT REPRESENTATIVE

Bidder shall list the account representative information servicing the City's account if awarded this contract.

Name: Tommy McDougal

Title: Vice President of Estimating

Facility Address: 12710 Research Blvd., Suite 240, Austin, Texas 78759

Office Phone: (512) 250-2910

Fax: (512) 250-1960

Email: tmcdougal@hellasconstruction.com



ADDENDUM I

SUBJECT: Formal Invitation for Bid (IFB) 6100010827 – Sports Turf Replacement for The Alamodome, Scheduled to Open: December 19, 2018; Date of Issue: November 26, 2018

FROM: Paul J. Calapa, Procurement Administrator

DATE: November 30, 2018

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

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

1. IFB Title Page, Pre-Submittal conference information, is hereby amended to read as;

"Pre-Submittal Conference * YES

* If YES, the Pre-Submittal conference will be held on DECEMBER 04, 2018 at 9:00 AM CT at ALAMODOME MEETING ROOM M, 100 MONTANA, SAN ANTONIO, TX 78203"

2. IFB Section 004 Specifications/Scope of Services, Subsection 4.1.14 is hereby amended to read as;

"Project Schedule: Contractor shall complete delivery and installation within 90 days after receipt of purchase order, or by August 12, 2019, whichever comes later."

"Vendor Acknowledgement"

Date: 12/18/2018
Company Name: Hellas Construction, Inc.
Address: 12710 Research Blvd, Suite 240
City/State/Zip Code: Austin, Texas 78759
Signature: [Signature]

[Signature]
Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

PC/jg



ADDENDUM II

SUBJECT: Formal Invitation for Bid (IFB) 6100010827 – Sports Turf Replacement for The Alamodome, Scheduled to Open: December 19, 2018; Date of Issue: November 26, 2018

FROM: Paul J. Calapa, Procurement Administrator

DATE: December 10, 2018

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

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

1. IFB Attachment A - Price Schedule is hereby deleted and replaced with IFB Attachment A – Price Schedule Revision I Dated December 07, 2018, a copy of which is attached hereto and incorporated herein for all purposes.

Bidder must complete and submit Attachment A - Price Schedule Revision I Dated December 07, 2018 with Bidder's proposal.

All references to the Price Schedule contained within the IFB shall mean Attachment A, Price Schedule – Revision I Dated December 07, 2018.

2. IFB Section 004 Specifications/Scope of Services, Subsection 4.2.1.1, second to last sentence is hereby amended to read as;

"Pile height shall be nominal 1.75"

3. IFB Section 004 Specifications/Scope of Services, Subsection 4.2.1.21, Average Tuft Length, is hereby amended to read as;

"Average Tuft Length ASTM D 5823 1.75"

4. IFB Section 004 Standard Requirements, Subsection 4.3.24. is hereby revised to read as;

"The City, at the City's sole discretion, may require Contractor to remove the existing turf and provide offsite disposal. The turf shall not be disposed of in City waste containers or compactors. Bidder shall provide a price for the removal and disposal of the existing turf in the event that city requires such services"

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, PRE-SUBMITTAL CONFERENCE:

On December 04, 2018, the City of San Antonio hosted a Pre-Submittal Conference and site tour to provide information and clarification for the Sports Turf Replacement for the Alamodome. Below is a list of questions that were asked at the pre-submittal conference, The City's official response to questions asked is as follows:

Question 1: What is the approximate weight Capacity of the Racks?

Response: Please refer to Section 4.1 Subsection 4.1.5: "The racks are made of ½" steel square tubing sturdy enough to hold a 7500 pound roll of artificial turf"

Question 2: What is the approximate size of the racks?

Response: Please refer to Section 4.1 Subsection 4.1.5, Size of Storage racks: Small rack: 7' wide x 10' long x 3' high, Large rack: 7' wide x 10' long x 6.5' high"

Question 3: How many conversions a year are you expecting to perform?

Response: Please refer to Section 4.1 Subsection 4.1.10, "As a multi-purpose facility, the system must be able to handle the dynamic conditions anticipated to occur in support of our conversion schedule – approximately 20 conversions annually"

Question 4: Conversion Changes are performed by Alamodome employees or Third party vendor?

Response: Performed by the Alamodome employees

Question 5: About how many people participate in the conversions?

Response: About 20 employees.

Question 6: Do you use Pioneer Paint?

Response: Please refer to Section 4.1 Subsection 4.1.4, "The Contractor shall provide a turf system which can be painted using removable synthetic turf paint, such as Pioneer Mfg. Gameline Removable Paint, or a similar product."

Question 7: What is the average temperature at the Alamodome where the Turf will be stored and installed?

Response: Inside where it is installed, the temp average in the 70's, Outside in the warehouse, the temps reflect the outside temperatures for the most part.

Question 8: What is your least favorite aspect of the current Turf?

Response: The turf stretched more than anticipated which led to challenges on rectifying the issue.

Question 9: Any thoughts on how the existing turf will be repurposed?

Response: The Alamodome is reviewing whether to repurpose or dispose of existing turf.

Please refer to Section 4.3, Subsection 4.3.24, "The city may require Contractor to remove the existing turf and provide offsite disposal. The turf shall not be disposed of in City waste containers or compactors. Bidder shall provide a price for the removal and disposal of the existing turf in the event that city requires such services"

Question 10: Can you please confirm the correct pile height required?

Response: Pile Height shall be nominal 1.75"

Question 11: Are drawings provided with the solicitation?

Response: No, please refer to Section 4.3 Standard Requirements, subsection 4.3.8 "Successful Contractor shall provide six (6) sets of drawings that will delineate the entire portable artificial infill turf system installation and removal process. Shop drawings will include all field dimensions, field markings, applicable inlaid Logos and details for NCAA football, layout of turf rolls, attachment methods, along with equipment needed for paint removal and turf grooming. Contractor must submit drawings for installation details, edge details, and goal post provision details."

Question 12: When can we submit the information for an alternate bid?

Response: Bidder may submit a response in accordance with IFB, Instructions For Bidders. For submission of Alternate Bids and related documents, please refer to the Solicitation document, Section 003-Instructions For Bidders, subsections "Submission of Bids" and "Alternate Bids":
"Submission of Hard Copy Bids. Submit one original bid, signed in ink, and two copies of the bid enclosed in a sealed envelope addressed to the City Clerk at the address and by the due date provided on the Cover Page. The name and address of Bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s). 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."
"Alternate Bids. Alternate bids may be allowed at the sole discretion of City.
Hard Copy Alternate Bids. Alternate bids must be submitted in separate sealed envelopes in the same manner as submission of other bids. Alternate bids must be marked consecutively on the envelope as Alternate Bid No. 1, 2, etc. Failure to submit alternate bids in separate envelopes may result in rejection of a bid.
Electronic Alternate Bids Submitted Through the Portal. All alternate bids are recorded with original bids when submitted electronically."

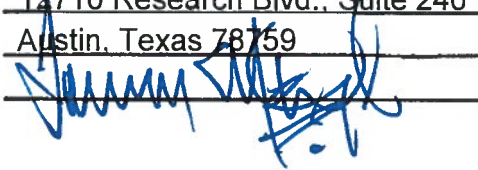
**** THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE BID PACKAGE ****



Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

PC/jg

"Vendor Acknowledgement"

Date: 12/18/2018
Company Name: Hellas Construction, Inc.
Address: 12710 Research Blvd., Suite 240
City/State/Zip Code: Austin, Texas 78759
Signature: 



ADDENDUM III

SUBJECT: Formal Invitation for Bid (IFB) 6100010827 – Sports Turf Replacement for The Alamodome, Scheduled to Open: December 19, 2018; Date of Issue: November 26, 2018

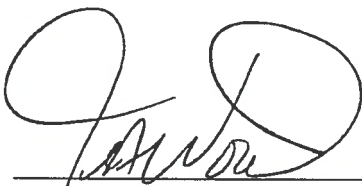
FROM: Paul J. Calapa, Procurement Administrator

DATE: December 13, 2018

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

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

1. IFB Section 005 Supplemental Terms and Conditions, Incorporation of Attachments, Added: Attachment K – Alamodome Filed Level Turf Layout


Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

PC/jg

"Vendor Acknowledgement"

Date: 12/18/2018
Company Name: Hellas Construction, Inc.
Address: 12710 Research Blvd., Suite 240
City/State/Zip Code: Austin, Texas 78759
Signature: 