

**ORDINANCE 2019-06-13-0479**

**APPROVING A THREE YEAR CONTRACT WITH TWO, ONE-YEAR RENEWAL OPTIONS WITH WESTERN STATES FIRE PROTECTION CO. IN AN ESTIMATED ANNUAL AMOUNT OF \$300,000.00 TO PROVIDE FIRE DETECTION AND FIRE SUPPRESSION SYSTEMS AND EQUIPMENT SERVICES FOR THE SAN ANTONIO AIRPORT SYSTEM. FUNDING FOR THE FIRST YEAR OF THIS CONTRACT IS AVAILABLE FROM THE FY 2019 AIRPORT OPERATING AND MAINTENANCE FUND.**

\* \* \* \* \*

**WHEREAS**, the City released a Request for Competitive Sealed Proposals (RFCSP) to provide the City with fire protection services to include inspections, testing, systems monitoring, repairs, and equipment installations for the San Antonio Airport System; and

**WHEREAS**, one response was received and evaluated; and

**WHEREAS**, staff recommends Western States Fire Protection Co. for award of this contract;  
**NOW THEREFORE:**

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

**SECTION 1.** The proposal submitted by Western States Fire Protection Co. to provide the City with fire protection services for the San Antonio Airport System is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the RFCSP is attached hereto and incorporated herein for all purposes as **Exhibit I**. A copy of the proposal may be inspected in the offices of the Purchasing Division of the Finance Department.

**SECTION 2.** Funding for this ordinance in the amount of \$300,000.00 is available in Fund 51001000, Cost Center 3305030006 and General Ledger 5204050 as part of the Fiscal Year 2019 budget. Additional funding is contingent upon City Council approval of the Fiscal Year 2020 and subsequent budgets through the duration of this contract.

**SECTION 3.** Payment not to exceed the budgeted amount is authorized to Western States Fire Protection Co. to provide fire detection and fire suppression systems and equipment services and should be encumbered with a purchase order.

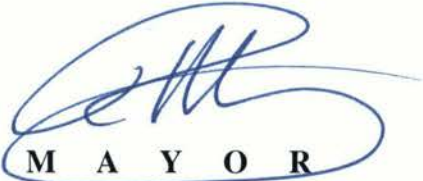
**SECTION 4.** The financial allocations in this ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional

LC  
06/13/19  
Item No. 4

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

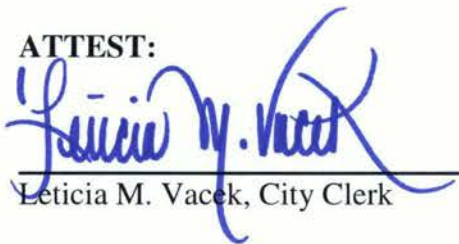
**SECTION 5.** This ordinance is effective immediately upon passage by eight or more affirmative votes; otherwise, it is effective on the tenth day after passage.

**PASSED AND APPROVED** this 13<sup>th</sup> day of June, 2019.



**M A Y O R**  
Ron Nirenberg

**ATTEST:**



Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**



Andrew Segovia, City Attorney



<b>Agenda Item:</b>	<b>4 ( in consent vote: 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21A, 21B, 22, 24, 25, 26, 27, 30, 31, 32, 33, 34, 35, 37, 39, 40, 41, 42, 43, 44, 45, 46, 47, 49, 48, 50, 51A, 51B, 52 )</b>
<b>Date:</b>	06/13/2019
<b>Time:</b>	10:10:52 AM
<b>Vote Type:</b>	Motion to Approve
<b>Description:</b>	Ordinance approving a three year contract with two one-year renewal options with Western States Fire Protection Co. in an estimated annual amount of \$300,000.00 to provide fire detection and fire suppression systems and equipment services for the San Antonio Airport System. Funding for the first year of this contract is available from the FY 2019 Airport Operating and Maintenance Fund. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]
<b>Result:</b>	Passed

<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ron Nirenberg	Mayor	x					
Roberto C. Treviño	District 1		x			x	
Art A. Hall	District 2		x				
Rebecca Viagran	District 3		x				x
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				
Clayton H. Perry	District 10		x				

LC  
06/13/19  
Item No. 4

# Exhibit I





**CITY OF SAN ANTONIO**  
**FINANCE DEPARTMENT, PURCHASING DIVISION**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")**  
**NO.: 6100011128; 19-039**

**ANNUAL CONTRACT FOR FIRE DETECTION AND FIRE SUPPRESSION  
SYSTEMS AND EQUIPMENT SERVICES FOR THE SAN ANTONIO  
AIRPORT SYSTEM (SAAS)**

**Date Issued: JANUARY 11, 2019**

**PROPOSALS MUST BE RECEIVED NO LATER THAN:**  
**2:00 PM, CENTRAL TIME, FEBRUARY 11, 2019**

Proposals 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:

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

Mailing Address:

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

For Hard Copy Submissions, Mark Envelope

**"ANNUAL CONTRACT FOR FIRE DETECTION AND FIRE SUPPRESSION SYSTEMS AND  
EQUIPMENT SERVICES FOR THE SAN ANTONIO AIRPORT SYSTEM (SAAS)"**

Proposal Due Date: 2:00 p.m., FEBRUARY 11, 2019

RFCSP No.: 6100011128; 19-039

Respondent's Name and Address

Proposal Bond: Yes    Performance Bond: Yes    Payment Bond: Yes    Other: No

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: Yes

DBE / ACDBE Requirements: None

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

Pre-Proposal Conference \* YES

\* If YES, the Pre-Proposal conference will be held on JANUARY 22, 2019 at 3:00 P.M. at SAN ANTONIO INTERNATIONAL AIRPORT, TERMINAL A MEZZANINE CONFERENCE ROOM, 9800 AIRPORT BLVD, SAN ANTONIO, TX 78216

Staff Contact Person: MARISOL AMADOR, PROCUREMENT SPECIALIST III, P.O. Box 839966, San Antonio, TX 78283-3966.

Email: MARISOL.AMADOR@SANANTONIO.GOV

SBEDA Contact Information: BARBARA TREVINO, 210-207-3592, [BARBARA.TREVINO@SANANTONIO.GOV](mailto:BARBARA.TREVINO@SANANTONIO.GOV)

This solicitation has been identified as High-Profile.

---

#### PROHIBITED CAMPAIGN CONTRIBUTIONS

**Notice Regarding Prohibition on Campaign or Officeholder Contributions for Individuals and Entities Seeking High-Profile Contracts.** Under Section 2-309 of the Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the \*10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded ("black out" period):

1. legal signatory of a high-profile contract;
2. any individual seeking a high-profile contract;
3. any owner or officer of an entity seeking a high-profile contract;
4. the spouse of any of these individuals;
5. any attorney, lobbyist, or consultant retained to assist in seeking contract.

A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the "black out" period.

***\*For this solicitation, the first day contributions are prohibited is Tuesday, January 28, 2019. The first day contributions may be made is the 31st day after the contract is awarded at City Council "A" Session.***

---

#### RESTRICTIONS ON COMMUNICATIONS

In accordance with §2-61 of the City Code, Respondents are prohibited from communicating with: 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFCSP or proposal from the time the RFCSP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an A session; and 2) City employees from the time the RFCSP has been released until the contract is awarded.

Restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFCSP and/or proposal submitted by Respondent.

**Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.**

**For additional information, see the section of this RFCSP entitled "Restrictions on Communication".**

## 002 - TABLE OF CONTENTS

002 - TABLE OF CONTENTS .....	3
003 - INSTRUCTIONS FOR RESPONDENTS .....	4
004 - SPECIFICATIONS / SCOPE OF SERVICES .....	25
005 - SUPPLEMENTAL TERMS & CONDITIONS .....	18
006 - GENERAL TERMS & CONDITIONS .....	36
007 - SIGNATURE PAGE .....	42
008 - STANDARD DEFINITION .....	43
009 - ATTACHMENTS .....	45



## 003 - INSTRUCTIONS FOR RESPONDENTS

### PART A

Submission of Proposals. Respondents may choose to submit proposals in hard copy or electronically.

Submission of Hard Copy Proposals. Submit one original **COMPLETE** proposal, signed in ink, five hard copies **WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; and Proposed Plan (NO SBEDA, VOSB AND/OR PRICING TO BE INCLUDED IN THE 5 COPIES)** and one copy of the of the proposal on compact disk (CD) or USB flash drive containing an Adobe PDF version of the entire proposal 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 Respondent, the due date for submission of proposals, RFCSP number and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Proposals. Submit one proposal electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

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

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

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

#### Forms Requiring Signatures.

Signature Page. Respondents must sign the Signature Page on hard copy proposals and return the RFCSP document to City. For electronic proposals, Respondent's electronic submission constitutes a binding signature for all purposes.

All Other Documents. All other forms in this solicitation which require a signature must have a signature affixed thereto by manually signing the document. If submitting, electronically, sign the document prior to scanning it and uploading it with your submission.

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

Vendor Registration. Respondent is required to register as a vendor with the City prior to the due date for submission of proposals. Respondent may register at the following site: <http://www.sanantonio.gov/purchasing/saeps>. Respondents 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 Proposals. Alternate proposals may be allowed at the sole discretion of City.

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

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

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



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

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

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

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

Respondents are prohibited from communicating with: 1) City officials as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFCSP or proposals from the time the RFCSP has been released until the contract is posted for consideration as a City Council agenda item during a meeting designated as an A session; and 2) City employees from the time the RFCSP 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 RFCSP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the restrictions on communication with City employees include:

Respondents may ask verbal questions concerning this RFCSP at the Pre-Submittal Conference.

Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page on or before 10 calendar days prior to the date proposals 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.

Respondents may provide responses to questions asked of them by the Staff Contact Person after proposals are received and opened. The Staff Contact Person may request clarification to assist in evaluating Respondent's response. The information provided is not intended to change the proposal response in any fashion. Such additional information must be provided within two business days from City's request. Respondents may also respond to requests by the Staff Contact Person for best and final offers, which do allow respondents to change their proposals. Requests for best and final offers will be clearly designated as such. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

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

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). The point of contact is Barbara Treviño, who may be reached via telephone at (210) 207-3592 or through e-mail at [Barbara.Trevino@sanantonio.gov](mailto:Barbara.Trevino@sanantonio.gov). Respondents and/or their agents may contact Ms. Treviño at any time prior to the due date for submission of proposals. Contacting her or her office regarding this RFCSP after the proposal due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Respondents may contact the Vendor Support staff at (210) 207-0118 or by email at [vendors@sanantonio.gov](mailto:vendors@sanantonio.gov) for assistance with vendor registration and submitting electronic proposals.



Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm, anticipated City Council agenda date, and a review of the solicitation process.

#### Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Respondents 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 RFCSP.

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

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

#### Preparation of Proposals.

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

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper, or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and, in the case of hard copy submissions, printed ~~one~~ double-sided. Margins shall be no less than 1" around the perimeter of each page. Websites or URLs shall not be submitted in lieu of the printed proposal or electronic submission through City's portal. **ORIGINAL and ELECTRONIC** proposals must include **ALL** the sections and attachments in the sequence listed in the RFCSP Section 003, Part B, Submission Requirements, and each section and attachment must be indexed and, for hard copy submissions, **ONLY REQUIRED SECTIONS AND ATTACHMENTS listed by asterisk in Section 003, Part B, Submission Requirements MUST** be divided by tabs and indexed in a Table of Contents page. For electronic submissions, whether through the portal or on a CD or USB flash drive, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

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

Line Item Proposals. Any proposal that is considered for award by each unit or line item must include a price for each unit or line item for which Respondent wishes to be considered. Scoring of pricing for proposals is 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" proposal in the Supplemental Terms & Conditions.

All or None Bid. Any proposal 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 proposal being deemed nonresponsive and disqualified from consideration. An "All or None" bid is one in which City will award the entire contract to one respondent only. City reserves the right to delete line items prior to award.



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

Proposals 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 proposal 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 proposal 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, Respondent shall provide product samples, demonstrations, and/or testing of items proposed 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 proposal. All samples (including return thereof), demonstrations, and/or testing shall be at Respondent'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.

Respondent's Due Diligence.

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

Respondents 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 RFCSP. No plea of ignorance by Respondent will be accepted as a basis for varying the requirements of City or the compensation to Respondent.

Confidential or Proprietary Information. All proposals become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Respondent 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 Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

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 RFCSP. If this contract will be subject to cooperative purchasing, such fact will be indicated in the Supplemental Terms and Conditions portion of this RFCSP. Such acquisition(s) shall be at the prices stated in the proposal, and shall be subject to Respondent's acceptance. Entities desiring to



acquire items listed in this RFCSP shall be listed on a rider attached hereto, if known at the time of issuance of the RFCSP. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this proposal.

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

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

#### Rejection of Proposals.

City may reject any and all proposals, in whole or in part, cancel the RFCSP and reissue the solicitation. City may reject a proposal if:

Respondent misstates or conceals any material fact in the proposal; or

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

The proposal is conditional; or

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

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

Variances and Exceptions to Proposal Terms. In order to comply with State law, respondents must submit proposals on the same material terms and conditions. Proposals that contain material variances or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.

Changes to Proposal Form. Proposals must be submitted on the forms furnished, where forms are provided. Proposals that change the format or content of City's RFCSP will be rejected.

Withdrawal of Proposals. Proposals may be withdrawn prior to the due date for submission. Written notice of withdrawal shall be provided to the City Clerk for proposals submitted in hard copy. Proposals submitted electronically may be withdrawn electronically.

Proposal Opening. Proposals will be opened publicly and the names of the respondents read aloud at 2:30 P.M. on the day the proposals are due. Proposal openings are held at the Finance Department, Purchasing Division,, Riverview Tower, 11<sup>th</sup> floor, 111 Soledad, Suite 1100, San Antonio, Texas 78205. However, in accordance with state law, the contents will not be revealed until after the contract is awarded.

#### Evaluation and Award of Contract.

Per Section §252.043 of the Texas Local Government Code, the contract will be awarded to the responsible offeror whose proposal is determined to be the most advantageous to City, considering the relative importance of price and the other evaluation factors included in this RFCSP.

City reserves the right to evaluate pricing 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" proposal in the Supplemental Terms & Conditions.

A written award of acceptance (manifested by a City Ordinance) and Purchase Order furnished to Respondent results in a binding contract without further action by either party. City shall not be liable for any costs, claims, fees, expenses, damages, or lost profits if no Purchase Order is issued.

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



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 RFCSP, Respondent's facilities and equipment may be a determining factor in making the proposal award. All respondents may be subject to inspection of their facilities and equipment.

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

#### Prompt Payment Discount.

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

#### Prohibited Financial Interest.

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

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

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

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

#### State of Texas Conflict of Interest.

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

## **PART B**

### **SUBMISSION REQUIREMENTS**

Respondent's Proposal shall include the following items in the following sequence, noted with the appropriate heading as indicated below. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

#### **TABLE OF CONTENTS**

**\*EXECUTIVE SUMMARY.** The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.

**\*GENERAL INFORMATION FORM.** Use the Form found in this RFCSP as Attachment A, Part One.

**\*EXPERIENCE, BACKGROUND & QUALIFICATIONS.** Use the Form found in this RFCSP as Attachment A, Part Two.

**\*PROPOSED PLAN.** Use the Form found in this RFCSP as Attachment A, Part Three.

**PRICE SCHEDULE.** Use the Price Schedule that is found in this RFCSP as Attachment B.

**CONTRACTS DISCLOSURE FORM.** Complete and submit a Contracts Disclosure Form with the proposal. The Contracts Disclosure Form may be downloaded at:

<http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>

Instructions for completing the Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. All respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
  - a. names of the agency board members,
  - b. list of positions they hold as board members, and
  - c. names and titles of officers of the organization.
3. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

**LITIGATION DISCLOSURE FORM.** Complete and submit the Litigation Disclosure Form, found in this RFCSP as Attachment C. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.



SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM(S). Complete, sign and submit any and all SBEDA form(s), found in this RFCSP as Attachment D.

VETERAN-OWNED SMALL BUSINESS (VOSB) PROGRAM TRACKING FORM. Pursuant to Ordinance No. 2013-12-05-0864, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation. For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form attached to this solicitation. Respondent must complete and return the attached Veteran-Owned Small Business Program Tracking Form with the proposal submitted, as Attachment E.

PROPOSAL BOND. Submit proposal bond in the amount of \$10,000.00. For electronic submissions, Respondent must provide the original proposal bond to the Office of the City Clerk prior to proposal due date in accordance with the instructions for submission of hard copy proposals.

CERTIFICATE OF INTERESTED PARTIES (FORM 1295).

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Chapter 46 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

**Print your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234).**

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

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

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

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

"Intermediary," for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person's participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

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

PROOF OF INSURABILITY. Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFCSP if awarded a contract in response to this RFCSP. Respondent shall also submit a copy of their current insurance certificate.



**FINANCIAL INFORMATION.** Submit a recent copy of a Dun and Bradstreet financial report, or other credit report, on Respondent and its partners, affiliates and subcontractors, if any.

**SIGNATURE PAGE.** If submitting a hard copy proposal, Respondent must complete, sign and submit the Signature Page found in this RFCSP Section 007. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

**PROPOSAL CHECKLIST.** Complete and submit the Proposal Checklist found in this RFCSP as Attachment M.

**ADDENDA.** Sign and submit addenda, if any.

Respondent is expected to examine this RFCSP carefully, understand the terms and conditions for providing the services listed herein and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

## **EVALUATION CRITERIA**

City will conduct a comprehensive, fair and impartial evaluation of all submissions received in response to this RFCSP. City may appoint a selection committee to perform the evaluation. Each submission will be analyzed to determine overall responsiveness and qualifications under this RFCSP. Criteria to be evaluated will include the items listed below. The selection committee may select respondents who are judged to be reasonably qualified for interviews, depending on whether further information is needed. Interviews are not an opportunity to change a submission. If the City elects to conduct interviews, respondents may be interviewed and re-scored based upon the same criteria. City may also request information from respondents at any time prior to final approval of a selected respondent, or seek best and final offers from respondents deemed reasonably qualified for award. Final approval of a selected respondent is subject to the action of the San Antonio City Council.

### **Evaluation Criteria:**

Experience, Background, Qualifications (50 points)

Proposed Plan (25 points)

Price (15 points)

SBE Prime Contract Program (5 pts)

Certified SBE firms (see *Small Business Enterprise* definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime Consultants proposing at least 51% SBE participation (Prime and/or Subcontractor) will receive five (5) evaluation criteria points, **and**

M/WBE Prime Contract Program (5 pts)

Certified M/WBE firms (see *Minority/Women Business Enterprise* definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime Consultants proposing at least 51% M/WBE participation (Prime and/or Subcontractor) will receive five (5) evaluation criteria points.

No evaluation criteria points will be awarded to non-SBE or non-M/WBE Prime CONTRACTORS through subcontracting to certified SBE or M/WBE firms.



## 004 - SPECIFICATIONS / SCOPE OF SERVICES

### 1. BACKGROUND

The City of San Antonio, Aviation Department is seeking bids for a Contractor to provide fire protection services to include inspections, testing, systems monitoring, repairs, and equipment installations for the San Antonio International Airport. Contractor must furnish all labor, parts, supplies, equipment, and transportation necessary to complete all services described herein.

The San Antonio Airport System (SAAS), which includes the San Antonio International Airport and Stinson Airfield, operates in a dynamic environment adhering to Federal, State, and Local regulations governing transportation, security, and public safety. Providing service to the public requires the airport to operate and maintain a safe environment for employees, passenger access, airline operations, ground transportation and security functions.

The Fire Detection System is a key component to providing a safe environment to all who use and work at the airport. It is equipped with an array of devices to detect a fire in its initial stage, and to notify emergency response personnel and the traveling public. RFCSP Attachment F shows the locations of the components of the Fire Detection System currently installed. Upgrades to the Terminal A fire detection system are scheduled to be completed summer of 2019 and includes all controls and devices associated with the system.

The Fire Suppression System works in conjunction with the Fire Detection System to contain any fire related hazards in the facility. The Fire Suppression System includes sprinkler and special hazard material. The Fire Suppression System in Terminal A was installed and approved by the Fire Marshal in 1984. During the life of this contract, Terminal A suppression system is to be renovated in 2019. The Terminal B Fire Suppression System was installed and approved by the Fire Marshal in November 2010. RFCSP Attachment G shows the locations of the Fire Suppression Systems currently installed.

Additionally, in 2019 SAAS will begin a Fire Alarm Integration Project to interconnect its multiple Fire Detection systems throughout Aviation owned and maintained support buildings. The integration may include the installation of new fire systems into existing buildings, which are currently devoid of any life safety systems. The intention is to provide consistency and compatibility between all buildings and systems in an effort to relay quick and detailed information to the Aviation Integrated Control Center (AICC).

The City currently has an annual contract for fire extinguisher testing, repairs and replacements. The current contract will expire as of 4/1/2020. Fire extinguisher services will commence at that time under the awarded contract herein.

Some aspects of both the Fire Detection and Fire Suppression systems are proprietary, including: circuit boards, software, software updates, and any equipment or devices that require programming. The proprietary components are: Simplex and JCI.

To be qualified, Respondents must be able to service all proprietary systems, through employees or subcontractors that are certified by the manufacturers of the proprietary systems to work on the systems.

Contractor shall perform the services specified in these specifications / scope of services, unless otherwise explicitly noted.

### 2. STANDARD REQUIREMENTS

#### 2.1 COORDINATION

- A. Work performed, materials, and parts supplied under this service agreement will be intensely monitored by the Facilities Engineer or designee. Parts, maintenance procedures and workmanship must be those as recommended by the manufacturer of the equipment, and professional trade standards. All parts furnished must be new and unused.
- B. Contractor must provide the City's Facilities Engineer or designee a clear readable copy of all inspection reports, which must be signed by the Facilities Engineer or designee at the completion of each inspection. All deficiencies found during inspections must be reported to Facilities Engineer or designee within 24 hours.



- C. Contractor must have an established system for fully documenting service procedures performed, service calls received and answered and major repairs scheduled and completed. Contractor must have an effective system of self-audit to ensure compliance with the requirements.
- D. As needed, Contractor will be responsible for providing for repairs to proprietary systems. If a sub-contractor is necessary to complete proprietary work, City must be made aware and approve of the selection of the subcontractor. Contractor shall bill according to the proprietary labor rate in Item 3C on the Price Schedule, which is previously negotiated between Contractor and subcontractor.
- E. Contractor shall assign a supervisor to coordinate all services under this contract. Contractor must provide a phone number for supervisor.
- F. Any additional work not specifically described in this contract can only be done with prior City written approval, by issuance of a purchase order.
- G. Contractor must maintain a 24/7/365 Service Center with staff available to respond to calls immediately.

## **2.2 LICENSE AND STANDARDS**

- A. Contractor, its employees and/or subcontractors, shall be licensed and/or certified to NFPA and AHJ standards as applicable for all City systems they are to inspect and service. Contractor shall provide City with names of personnel assigned to this contract and their positions. Any changes to supervisor or staff must be submitted to the City at least one month in advance, where possible.
- B. Contractor must meet all registration and other requirements of Chapters 6001 and 6002 of the Texas Insurance Code for the work described herein.

## **2.3 WORKING HOURS**

- A. For purposes of this contract, Normal Business Hours are from 5:00 a.m. to 8:00 p.m., Monday through Friday. City shall have the right to require work to be performed outside of Normal Business Hours.
- B. When work is required outside Normal Business Hours, City will provide a written authorization to Contractor.
- C. Overtime Hours are defined as 8:01 p.m. to 4:59 a.m., Monday through Friday, all day Saturday and Sunday.
- D. Rates for Overtime Hours may be charged on official City of San Antonio recognized and observed holidays for work authorized by City.
- E. Non-Emergency Response Time: Contractor shall respond onsite to non-emergency situations within 4 hours of notification from City. Contractor shall submit quotes within 3 business days, to include labor hours, and parts for any replacements or repairs needed to maintain the Fire Detection and Fire Suppression Systems. Contractor must obtain written approval from the Facilities Manager or designee prior to the start of the repairs.
- F. Emergency Repairs Response Time: Contractor shall respond on site to all emergency situations within 2 hours of notification from City. No later than 24 hours after the completion of services, Contractor shall present Facilities Manager or designee with a service ticket indicating all work performed and parts used.

## **2.4 CONTRACTOR RESPONSIBILITY**

- A. Contractor shall provide all necessary safety cones and barriers at the job site(s) during the execution of work to alert building occupants of potential hazards.
- B. Contractor shall be responsible for the conduct and performance of the Contractor's employees. Contractor's personnel must be properly uniformed and wear a visible Airport Badge ID (See RFCSP Attachment H). Contractor must have an Airport Operations Area (AOA) driver's license. Contractor's personnel must also display a valid company ID at all times while on SAAS property.



- C. Contractor shall park only in parking spaces designated by the Aviation Facilities Manager. City will not be responsible for any violations, fines, citations, or parking fees incurred by the Contractor.
- D. Contractor shall be responsible for the storage of any materials needed to complete the work as described herein. City will not provide storage space. City will not be responsible for loss or damage of materials, tools, appliances, or work arising from acts of theft, vandalism, malicious mischief or other causes.
- E. If a subcontractor is necessary to complete work, City must be made aware and approve of the subcontractor.

### **3. SCOPE OF SERVICES**

#### **3.1 SUMMARY**

- A. City of San Antonio is soliciting proposals for code-mandated quarterly, semi-annual, and annual inspections; repairs (to include replacements); installations; testing; and monitoring of the fire detection and fire suppression systems at SAAS.
- B. Contractor shall provide all supervision, labor, and materials necessary to restore the Fire Detection and Fire Suppression Systems to full operation whenever equipment issues are discovered during inspections or when the Aviation Facilities Manager or designee requests service. All labor must be completed in accordance with current NFPA 13 and 72 standards and International Fire Code.
- C. Parts needed for repairs or to supply the City shall be in accordance with the markup indicated in Item 4 of the Price Schedule.
- D. Contractor may elicit services from a subcontractor to perform work on proprietary systems as needed to perform the required services.

#### **3.2 INSPECTIONS**

Inspections shall be performed at various times of the day, Monday through Friday, and coordinated at least two weeks in advance with the Facilities Engineer or designee. Some testing may be required between 10:00 PM and 3:00 AM at the Facilities Engineer's discretion. Inspections prices bid by Contractor shall include after-hours work.

#### **3.3 FIRE SERVICES**

- A. Repairs: City will notify Contractor of the requirements. The Facilities Engineer or designee will inform Contractor at the time of the notification if City deems the repairs to be an emergency or a non-emergency and City's determination shall be controlling. All labor and parts for repairs will be billed according to hourly rates and parts mark-up shown on the Price Schedule. If Contractor fails to respond within times established in Section 2.3, E & F, the City reserves the right to seek outside services as needed, and charge Contractor the difference in cost.
- B. Installations: City may request Contractor to install new equipment. Contractor must provide City with a proposal within 5 business days after the City's request. Proposal shall include a description of the work, design concept and configurations, lead time of parts, and an overall estimate of cost for labor and materials. If applicable, Contractor shall include permit cost in proposals. All labor and materials for installations will be billed according to hourly rates and parts mark-up shown on the Price Schedule. City reserves the right to bid installations separately from this contract.
- C. Testing: Contractor shall perform any testing outside of inspections to include after-installation tests; altered equipment testing for functionality; Aqueous Film Forming Foam (AFFF) testing; hydrant, fire pump, and fire extinguishers testing; and elevator fire recall testing as requested by the City or mandated by code.
- D. Monitoring: Contractor shall monitor fire alarm systems 24 hours per day, 7 days per week, and 365 days a year by trained personnel. Contractor shall also meet the minimum requirements of Central Station, as defined in NFPA 72. The monitoring facility must be UL listed and certified.



- E. Parts: Contractor shall supply all parts necessary throughout the life of the contract to complete all work specified herein. Additionally, materials and parts shall be available for supply to the City.

#### **4. FIRE DETECTION SPECIFICATIONS**

##### **4.1 Fire Detection Annual Inspection Work Plan**

- A. **Control Panel** (to include FM-200, Cheetah and Fire Panels):
- Activate each zone and test the following:
    - Proper operation of zone light.
    - Proper operation of Auxiliary Functions
    - Proper output to remote annunciators.
    - Proper operation of city connection.
    - Proper operation of trouble lamps and devices.
  - All lamps and switches must be properly labeled.
  - A copy of the operating instructions must be conspicuously located.
- B. **Pull Stations:**
- Test for alarm by activating pull station.
  - Verify proper zone annunciation.
  - Spot test for trouble reporting by removing one wire from terminal strip.
- C. **Heat Detectors:**
- Test for alarm by increasing the temperature of Rate of Rise Type Detectors. This type should respond to a ration of 15 degrees per minute increase. (RE: 5 degrees=20 seconds, 10 degrees=40 seconds, 15 degrees=60seconds.)
  - Fixed temperature detectors will require replacement if activated by increasing temperature-rating level. Testing of wiring is necessary and is accomplished by shorting across terminals.
  - Verify proper zone annunciation.
  - Spot test for trouble reporting by removing one wire from terminal strip.
- D. **Smoke Detectors (Smoke):**
- Using an approved smoke-generating device, test for alarm by injecting smoke into the detector chamber. Detector should respond within 3 to 5 seconds.
  - Check for proper operation of indicating lamps and auxiliary relays if used.
  - Check for proper location.
  - Verify proper zone annunciation.
  - Spot test for trouble reporting by removing detector from circuit. Removing power from detector should also report trouble if 4-wire type.
- E. **Smoke Detectors (Sensitivity):**
- Using a U.L. listed calibrated sensitivity testing device, test per the instructions of the sensitivity tester being used.
  - Record test results on approved sensitivity test report.
  - Sensitivity must be greater than .6% and less than 3.8%.
  - Any detector, which fails to test within above range, must be cleaned and then re-tested. Failure to test within range after cleaning will require detector replacement. Contractor shall perform cleaning according to manufacturer's instructions.
- F. **Signal Devices (Audible):**
- Check each for audibility.
  - Check for proper location.
  - Spot test for trouble reporting by removing wire from device.
- G. **Signal Devices (Visual):**
- Check each for illumination.
  - Check for proper location.
  - Spot test for trouble reporting by removing wire from device.
- H. **Door Holders:**
- Check for release on alarm. Door should close rapidly and completely.



**I. Fan Shutdown:**

- a. Depending on system design, verify when and how shutdown is accomplished. Check as necessary to assure proper operation.

**J. Batteries:**

- a. Visually check for leakage, corrosion, and proper connection.
- b. Disconnect AC power and test operation of system while on battery power.
- c. Load test annually using an approved calibrated battery tester per manufacturer's recommended procedures.

**4.2 Fire Detection Semi-Annual Inspection Work Plan**

**A. Inspection and Test Procedures Required:**

- a. In accordance with NFPA 72
- b. The following is not a full comprehensive list of requirements. Contractor shall follow code for full list.

**B. Inspect and Test the following:**

- a. **Battery Test**
- b. **Mechanical or Pressure types water flow**
- c. **Control Valve Switch**

**4.3 Fire Detection Quarterly Inspection Work Plan**

**A. Inspection and Test Procedures Required:**

- a. In accordance with NFPA 72
- b. The following is not a full comprehensive list of requirements. Contractor shall follow code for full list.

**B. Inspect and Test the following:**

- a. **Mechanical or Pressure type waterflow**

**4.4 Fire Detection System Repairs**

Repairs must leave the Fire Detection System in working order and be in compliance with NFPA 72 standards. Any replaced parts must be provided to the Facilities Engineer or designee for inspection before disposal. Contractor shall dispose of parts in compliance with all Federal, State and Local environmental laws.

**5. FIRE SUPPRESSION SPECIFICATIONS**

**5.1 Fire Suppression System Annual Inspection Work Plan**

**A. Inspection Test Procedures Required:**

- a. NFPA 013, 413, 025 (sprinkler), 014 (standpipe)
- b. NFPA Inspection manual, and
- c. National Fire Codes.

**B. Visual Inspections:**

- a. Inspect main valve for proper signs, trimming, retard valves for proper gauges; spare sprinkler head cabinet with heads and wrench.
- b. Inspect sprinkler heads for proper temperature, installation, proper condition, free of rust, paint, damage, obstruction, and spacing for proper coverage.
- c. Inspect piping and fittings for proper size, overloading, too many sprinkler heads on one line, rust, corrosion, and proper coverage.
- d. Inspect for proper stock storage, obstruction to any part of system, articles hanging on sprinkler system, unprotected areas and general condition of sprinkler system and components.

**C. Test Inspections:**

- a. Flow water from inspector's test connection at each location and record response time in seconds.
- b. Inspect fire department connections – ground and roof.
- c. Exercise sectional valves, gate and OS & Y valves.
- d. Lubricate all system valves.
- e. Inspect system exterior for obstruction, corrosion, proper temperature rating, and correct spacing.

- f. "Dry trip" dry-pipe alarm valves and pre-action valves (when temperature is less than 40 degrees)
- g. "Wet-trip" dry-pipe alarm valves (springtime).
- h. Inspect piping integrity, joints, hangers, plugs, etc.
- i. Test water flow alarms, mechanical only.
- j. Flow test main drains and record flow pressures.
- k. Exercise all indicator valves and lubricate.
- l. Clean strainer on system – including water motor gong.
- m. Check air compressor – oil, belts, condensation drains.
- n. Record all "static" and "residual" flow pressures.
- o. Inspect pressure relief valve for proper operation.
- p. Inspect check valves for proper seal and operation.
- q. Install trim signs on riser.
- r. Inspect water motor gong for proper operation.

**D. Wet Pipe and Alarm Valves:**

- a. Call security and/or Fire Department to report location of test.
- b. Record top and bottom pressure on sprinkler system before activating.
- c. Look for drain leaks, main, auxiliary and bell lines before activating.
- d. Test system with a 2" drain valve: record static and residual pressures.
- e. Test system with inspector's test valve, recording flow pressure and timing alarm. Flush main sprinkler until water is clean.
- f. Test alarm through inspector's test. Time delay on alarm is relative to false alarms or no alarms; therefore, timing of this test is vital to all alarms connected to the sprinkler system.
- g. Test alarms through inspector's by-pass valve.
- h. Test and lube all main system control and section valves for proper operation.
- i. Test and lube fire department connection. The connection must be visible, free of obstruction and spin or turn freely. Caps must be in place.
- j. Back flush fire department check valves.

**E. Wet Stand Pipe with Fire Hose:**

- a. Inspect and visually check fire hose for age, cuts, abrasions, mildew, and general misuse.
- b. Inspect and operate nozzles, check for gaskets.
- c. Inspect and operate control valves, each floor.
- d. Inspect and flush standpipe system
- e. Inspect for proper racking in cabinet.
- f. Inspect for proper pressure reducing device.
- g. Inspect for proper accessibility and fire hose identification signs.
- h. Inspect and test gauges and hose connections
- i. Inspect and test hose valves
- j. Inspect and test waterflow alarm devices

**F. Dry Pipe & Valve Systems:**

- a. Call security and/or Fire Department to report location of test.
- b. Record top and bottom pressure on sprinkler system before activating.
- c. Look for drain leaks, main auxiliary and bell lines before activating.
- d. Test system with a 2" drain valve: record static and residual pressures.
- e. Test system with inspector's test valve, recording flow pressure and timing alarm. Flush main sprinkler until water is clean.
- f. Test alarm through inspector's test. Time delay on alarm is relative to false alarms or no alarms; therefore, timing of this test is vital to all alarms connected to the sprinkler system
- g. Test alarms through inspector's by-pass valve.
- h. Test and lube all main system control and section valves for proper operation.
- i. Test and lube fire department connection. The connection must be visible, free of obstruction and spin or turn freely. Caps must be in place.
- j. Back flush fire department check valves.
- k. Trip test dry system through inspection test.
- l. Time trip test, alarm, and water to opening.
- m. Thoroughly clean valve inside and reset.
- n. Drain all low point drains.
- o. Inspect and test air compressors.
- p. Restore air in valve; open main water control valve and leave in "Normal" operating position.



**G. AFFF Systems:**

- a. Discharge device position (sprinkler)
- b. Inspect and test fire pumps
- c. Inspect fittings for corrosion and damage annually
- d. Inspect pipes for corrosion and damage
- e. Inspect and test gauges and water flow devices
- f. Inspect hangers, braces, and supports
- g. Test in accordance with IFC and NFPA 13, 16, and 25.
- h. Test backflow preventer(s)
- i. Complete foam-water sprinkler system(s) operational test
- j. Test control, deluge/preaction valve(s)
- k. Test discharge location, obstruction, and position
- l. Test foam-water solution
- m. Test manual actuation device(s)
- n. Test proportioning system(s)
- o. Perform valve status test
- p. Test water supply piping and supply tank(s)
- q. Perform water flow test
- r. Perform foam concentrate tank hydrostatic test every 10 years

**5.2 Fire Suppression System Semi-Annual Inspection Work Plan**

**A. Inspection and Test Procedures Required:**

- a. Associated NFPA Codes – 11, 13, 14, 16, and 25
- b. The following is not a full comprehensive list of requirements. Contractor shall follow code for full list.

**B. Inspect and Test the following:**

- a. Gauges (wet and pre-action systems)

**5.3 Fire Suppression System Quarterly Inspection Work Plan**

**A. Inspection and Test Procedures Required:**

- a. Associated NFPA Codes – 11, 13, 14, 16, and 25
- b. The following is not a full comprehensive list of requirements. Contractor shall follow code for full list.

**B. Test Inspections:**

- a. Gauges (wet and deluge systems)
- b. Gauges (wet and pre-action systems)
- c. Supervisory signal devices (except valve supervisory switches)
- d. Valve supervisory signal devices
- e. Water flow alarm devices
- f. Main drain
- g. Fire Pump
- h. Waterflow alarm devices (Mechanical)
- i. Waterflow alarm devices (Vane and pressure switch type)

**C. Standpipe and Hose Systems:**

- a. Gauges
- b. Water flow alarm devices

**D. AFFF Systems:**

- a. Drainage in system area
- b. Foam concentrate strainer(s)

**5.4 Fire Suppression System Repairs**

Repairs shall leave the Fire Suppression System in working order and be in compliance with NFPA standards. Any replaced parts must be provided to the Facilities Manager or Designee for inspection before disposal. Contractor shall dispose parts in compliance with all Federal, State and Local environmental laws.

## **6. FIRE EXTINGUISHERS INSPECTION, TESTING, REPAIRS, AND REPLACEMENTS**

- A. Inspections, testing, and repairs described herein shall not begin until 4/1/2020 when the current City contract for these services expires. All services in Section 6 shall be priced in accordance with the Price Schedule.
- B. Contractor must be state licensed and Department of Transportation certified (high pressure and/or modified test). Awarded Contractor shall provide valid, current licenses as issued by the State Fire Marshal.
- C. Contractor shall provide a minimum one (1) year warranty for repair parts and labor work.
- D. Contractor shall provide a minimum one (1) year warranty for new extinguishers.
- E. All labor and travel costs incurred to pickup/deliver extinguishers to City shall be included in prices bid.
- F. Only agents specified on the nameplate or agents proven to have equal chemical composition, physical characteristics, and fire-extinguishing capabilities shall be used.
- G. Dry chemical agent may be reused, provided a close recovery system is used and agent is stored in a sealed container to prevent contamination or foreign material.
- H. Only standard industrial-grade nitrogen shall be used to pressurize stored-pressure dry chemical.

### **6.1 Annual Inspections**

- A. Inspections shall take place at COSA site. Removal of extinguisher from City premises is not allowed without providing a replacement to City.
- B. Inspection, maintenance, and testing of portable fire extinguishers shall conform to all requirements of 29 CFR 1910.157 and NFPA (National Fire Protection Association) 10, DEPT. OF TRANSPORTATION regulations and state regulations.
- C. Contractor shall annually inspect all fire extinguishers to include a visual inspection, new seal and tag. CO2 conductivity test shall be included as part of inspection. A conductivity test shall be conducted annually on all carbon dioxide hose assemblies.
- D. Inspections shall be completed within 5 business days after receipt of order.
- E. Visual examinations shall detect physical damage, corrosion, or nozzle blockage; verify operating instructions and HMIS information are present, legible, and facing forward;
- F. Contractor shall submit an inspection report to the Facilities Engineer within 5 business days of annual inspection to include fire extinguishers in need of testing and repairs.

### **6.2 Hydrostatic Testing**

- A. Modified low pressure hydrostatic testing shall be performed on all fire extinguishers, except CO2 extinguishers, as needed.
- B. High pressure hydrostatic testing shall be performed on all CO2 fire extinguishers as needed.
- C. Every 6 years, store-pressure fire extinguishers that require a 12-year hydrostatic test shall be emptied and examined per manufacturer's service manual.
- D. Hydrostatic testing shall be conducted using water or another compatible non-compressible fluid as the test domain.
- E. Testing shall be completed within 5 business days of receipt of order.



### 6.3 Repairs

- A. Contractor shall only perform repairs on fire extinguishers with prior approval from City designee. If charges for repairing a fire extinguisher will exceed 65% of the acquisition cost for a new like fire extinguisher, City designee will decide to repair or purchase new extinguishers.
- B. Contractor shall provide replacement of defective parts at no cost to the City.
- C. Repairs shall be completed within 5 business days of City's request.
- D. Contractor to provide the following equipment for repairs as needed:

Equipment	Estimated Quantity:
1. Pressure Gauge	700
2. Pull Pins	900
3. Siphon Tube	700
4. Valve Spring	700
5. Bottom Handle	900
6. Top Handle	900
7. Discharge Nozzle	700
8. Valve Stem O-Ring	700
9. Neck O-Ring	700
10. Rivets	600
11. Carrying Handle	900
12. Valve Stem	700
13. DOT Label	900
14. Discharge Hoses: Dry Chemical and Halon, 5lb-10lb	715
15. Discharge Hoses: Dry Chemical and Halon, 20lb	730
16. Fuse Links:	20
17. 50' Hose	20
18. 100' Hose	50
19. Safety Disc for CO2	40
20. Discharge Hoses: CO2, 5lb – 10lb	40
21. Discharge Hoses: CO2, 20lb	10
22. CO2 Cartridge for 5lb extinguisher	30
23. CO2 Cartridge for 10lb extinguisher	10
24. CO2 Cartridge for 20lb extinguisher	10

- E. Contractor shall recharge the following fire extinguishers with expellant and extinguishing agent as required and indicted by an inspection or service:

Fire Extinguisher	Type	Estimated Quantity:
1. 2.5-gallon extinguisher	Water Pressure	3 Each
2. 2.5-pound extinguisher	ABC	117 Each
3. 5-pound extinguisher	ABC	693 Each
4. 4-pound extinguisher	ABC	5 Each
5. 10-pound extinguisher	ABC	629 Each
6. 20-pound extinguisher	ABC	38 Each
7. 6-pound extinguisher	ABC	5 Each
8. 2.5-pound extinguisher	BC	15 Each
9. 10-pound extinguisher	BC	3 Each
10. 5-pound extinguisher	CO2	1 Each
11. 10-pound extinguisher	CO2	16 Each
12. 5-pound extinguisher	HALON	2 Each
13. 10-pound extinguisher	HALON	4 Each
14. 20-pound extinguisher	HALON	1 Each
15. 20-pound extinguisher	CO2	3 Each
16. 124-pound extinguisher	CO2	2 Each

#### 6.4 New Fire Extinguishers

- A. All new fire extinguishers purchased shall include cost of first year's annual inspection tag and required labeling. Fire extinguishers provided must be "Industrial Grade." Consumer grade extinguishers with plastic valves are not acceptable.
- B. Delivery of extinguisher shall take place within 5 business days of receipt of order.
- C. Contractor to provide the following equipment as needed:
  - 1. 2.5 Capacity, UL Rated 1A-10B:C, Agent Type: ABC, USCG approved vehicle mounting bracket.  
Estimated Quantity: 50 Each  
Manufacturer: Badger or approved equal  
Model No. 25OMB-1 or approved equal
  - 2. 5lb Capacity, UL Rated 3A-40B:C; Agent Type: ABC, USCG approved vehicle mounting bracket.  
Estimated Quantity: 215 Each  
Manufacturer: Badger or approved equal  
Model No. 5MBH-6H or approved equal
  - 3. 5lb Capacity, UL Rated 3A-40B:C; Agent Type ABC. Wall hanger bracket  
Estimated Quantity: 143 Each  
Manufacturer: Badger or approved equal  
Model No. 5MBH-6H or approved equal
  - 4. 10lb Capacity, UL Rated 4A-80B:C; Agent Type ABC. Wall hanger bracket  
Estimated Quantity: 99 Each  
Manufacturer: Badger or approved equal  
Model No. 10MB - 8H or approved equal
  - 5. 20lb Capacity, UL Rated 10A-120B:C; Agent Type: ABC. Wall hanger bracket  
Estimated Quantity: 5 Each  
Manufacturer: Badger or approved equal  
Model No. 20MB - 6H or approved equal
  - 6. 5lb Capacity, UL Rated 5B:C; Agent Type: ABC. Wall hanger bracket  
Estimated Quantity: 2 Each  
Manufacturer: Badger or approved equal  
Model No. B5V or approved equal
  - 7. 10lb Capacity, UL Rated 10B:C; Agent Type: CO2. Wall hanger bracket  
Estimated Quantity: 22 Each  
Manufacturer: Badger or approved equal  
Model No. B10V or approved equal
  - 8. 15lb Capacity, UL Rated 10B:C; Agent Type: CO2. Wall hanger bracket.  
Estimated Quantity: 2 Each  
Manufacturer: Badger or approved equal  
Model No. B15V or approved equal
  - 9. 20lb Capacity, UL Rated 10B:C; Agent Type: CO2. Wall hanger bracket.  
Estimated Quantity: 2 Each  
Manufacturer: Badger or approved equal  
Model No. B20V or approved equal
  - 10. 125lb Capacity Wheeled Fire Extinguisher, UL Rated 240B:C, Agent Type: Purple-K  
Estimated Quantity: 3 Each  
Manufacturer: Badger or approved equal  
Model No. 150PB or approved equal



11. 10lb Capacity, UL Rated 10-A:60-B:C, Agent Type ABC  
Estimated Quantity: 3 Each  
Manufacturer: Ansul or approved equal  
Model No. A10H or approved equal
12. 10lb Capacity, UL Rated 4-A:60-B:C, Agent Type ABC  
Estimated Quantity: 60 Each  
Manufacturer: Amerex or approved equal  
Model No. A456 or approved equal
13. 5lb Capacity, UL Rated 2-A:10-B:C, Agent Type ABC  
Estimated Quantity: 21 Each  
Manufacturer: Amerex or approved equal  
Model No. A500 or approved equal
14. 10lb Capacity, UL Rated, 10-A:60-B:C, Agent Type ABC  
Estimated Quantity: 4 Each  
Manufacturer: Sentry or approved equal  
Model No. SY-1014 or approved equal
15. 10lb Capacity, UL Rated 4A:60-B:C, Agent Type ABC, Wall Hanger  
Estimated Quantity: 27 Each  
Manufacturer: Amerex or approved equal  
Model No. 411 or approved equal
16. 5lb Capacity, UL Rated 2A:10-B:C, Agent Type ABC, Wall Hanger  
Estimated Quantity: 6 Each  
Manufacturer: Sentry or approved equal  
Model No. SY0515 or approved equal
17. 4lb Capacity, UL Rated 2A-10B:C, Agent Type ABC  
Estimated Quantity: 1 Each  
Manufacturer: Badger or approved equal  
Model No. 5MB-7H or approved equal
18. 10lb Capacity, UL Rated 4A-80B:C, Agent Type ABC  
Estimated Quantity: 3 Each  
Manufacturer: Amerex or approved equal  
Model No. B456 or approved equal
19. 5lb Capacity, UL Rated 2-A:40-B:C, Agent Type ABC  
Estimated Quantity: 1 Each  
Manufacturer: Badger or approved equal  
Model No. 5MB-5H or approved equal
20. 5lb Capacity, UL Rated 4-A:60-B:C, Agent Type ABC  
Estimated Quantity: 3 Each  
Manufacturer: Buckeye or approved equal  
Model No. 5HISA-40ABC or approved equal
21. 2.5lb Capacity, Mini Guard Heat Actuated, Agent Type ABC  
Estimated Quantity: 3 Each  
Manufacturer: Amerex or approved equal  
Model No. MG-2 or approved equal
22. 2.5lb Capacity, Automatic Liquefied Gas, Agent Type ABC  
Estimated Quantity: 1 Each  
Manufacturer: HalGuard or approved equal  
Model No. HG250R or approved equal

- 23. 4.4lb Capacity, Automatic Self Contained  
Estimated Quantity: 4 Each  
Manufacturer: Flame Defender or approved equal  
Model No. 740702 or approved equal
- 24. 2.5lb Capacity, 1-A:10-B:C, Agent Type ABC  
Estimated Quantity: 2 Each  
Manufacturer: Kidde or approved equal  
Model No. XL21/2TC2-3 or approved equal
- 25. Purple-K Dry Chemical Agent  
Manufacturer: Ansul or approved equal  
Estimated Quantity: 30 – 5 gallon Containers (150 gallons)

## **7. WALL AND DRY BARREL HYDRANT INSPECTION AND TESTING**

### **7.1 Inspections**

Contractor shall inspect wall and dry barrel hydrants annually and after each operation for the following conditions:

- A. Inaccessibility
- B. Presence of water or ice in the barrel
- C. Improper drainage from barrel
- D. Leaks in outlets or at top of hydrant
- E. Cracks in hydrant barrel
- F. Tightness of outlet caps
- G. Worn outlet threads
- H. Worn hydrant operating nut
- I. Availability of operating wrench

### **7.2 Testing**

Contractor shall test wall and dry barrel hydrants according to the following:

- A. Test hydrants flow (dry barrel and wall) annually and after each operation
- B. Test mainline strainers annually and after each significant flow
- C. Test piping (exposed and underground) annually
- D. Test monitor nozzles flow annually (range and operation)
- E. Perform a flow test on piping (exposed and underground) every five years

## **8. MONITORING OF FIRE ALARM SYSTEMS**

Monitor fire alarm systems 24 hours per day, 7 days per week, 365 days per year by trained personnel. Contractor shall also meet the minimum requirements of Central Station, as defined in NFPA 72. The monitoring facility must be UL listed and certified.

### **8.1 Buildings to be monitored under this contract:**

- A. West Cargo



- B. IT NODE I (Adjacent to ARFF)
- C. IT NODE II (West Vault)
- D. Stinson Airfield
- E. Hawker Beechcraft (Buildings 4, 5, 6)
- F. Hangar 4 (Bldg. 1316)
- G. GAF
- H. FAA Tower

**8.2** Contractor shall ensure a minimum of disruption in service to the buildings to be monitored.

**8.3** Contractor's invoice shall have separate line items for each location being monitored.

**8.4** Contractor shall dispatch fire alarm to the appropriate Aviation emergency representative immediately on receipt of the alarm.

**8.5** Maintain call down lists for each facility and perform call downs on receipt of the alarm.

**8.6** Contractor must have a reliable backup source – either a second station or a backup generator.

**8.7** Contractor shall follow City provided protocols on alarm management and control.

**8.8** Contractor shall keep detailed records of each incident. At a minimum, reports shall include date, time and signal (open, close, test, alarm), user identification, zone identification, dispatch and disposition information. This report shall be delivered to City's Facilities Engineer within 24 hours of any incident.

## **9. PHASE 1 AND PHASE 2 FIRE RECALL ELEVATOR TESTING**

- A. Testing will be conducted outside of normal business hours.
- B. Scheduling of testing should be in conjunction with airport activities and coordinated with the Facilities Engineer or designee.
- C. Testing shall be conducted in compliance with ASME A171, Safety Code for Elevators and Escalators, as enforced by the Texas Department of License and Regulation (TDLR).
- D. Contractor shall follow the "Firefighters' Emergency Service Test Procedure" as stated in RFCSP Attachment I.
- E. Contractor shall maintain the "Monthly Fire Service Test Log" as specified in RFCSP Attachment J. Log shall remain in elevator machine rooms and be accessible for inspection by the enforcing authority at all times.
- F. Contractor shall test one elevator from each "bank" as indicated in the Price Schedule during any given month. If "bank" has two elevators, each elevator shall be tested every other month. If "bank" contains four elevators, schedule shall be rotating with each elevator tested once every four months.

## 005 - SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract and terminate on SEPTEMBER 30, 2022.

### Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for 2 additional 1 year period(s). Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.

### Temporary Short Term Extensions.

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

### All or None Bid.

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

### Temporary Contract Pending Award of Contract by City Council

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

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

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

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

### Internal / External Catalog.

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

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



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

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

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

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

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

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

Catalog Updates.

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

Insurance

- A) Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Aviation Department, which shall be clearly labeled "**Fire Detection and Suppression Systems Inspection, Repairs, and Monitoring Services**" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Aviation Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
- B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.
- C) A Respondent's financial integrity is of interest to the City; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent'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:



<b>INSURANCE TYPE</b>	<b>LIMITS</b>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability	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. (\$5,000,000 per occurrence if AOA access is required)
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) Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Respondent herein, and provide a certificate of insurance and endorsement that names the Respondent and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.
- E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Respondent 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. Respondent shall pay any costs incurred resulting from said changes.

City of San Antonio  
Attn: Aviation Department –Maintenance Facilities  
P.O. Box 839966  
San Antonio, Texas 78283-3966

- F) Respondent agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
  - Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
  - Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.



- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- H) In addition to any other remedies the City may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.
- I) Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under this Agreement.
- J) It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..
- L) Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.

#### Proposal Bonds.

Respondent must submit a proposal 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 \$10,000. The Proposal Bond shall be valid for 120 days following the deadline for submission of proposals. The Proposal 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 Respondent 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 proposals received without a Proposal Bond will be disqualified.

For hard copy proposal, the proposal bond must accompany the proposal. For electronic submissions, Respondent must provide the original proposal bond to the Office of the City Clerk prior to proposal 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 amount of \$200,000.00. 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. Any repairs exceeding the bond's value must be approved separately, and Contractor must supply a supplemental performance bond, meeting the same requirements herein, to cover the incremental increase between this bond's value and the cost of the repair.



### Payment Bond.

Contractor shall provide a payment bond as security for all persons supplying labor and material in the performance of this contract. Said bond shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the amount of \$200,000.00. If this is an annual contract with estimated quantities, the bond shall be in the amount of the estimated contract price for a one year period. Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253 and the Texas Property Code, chapter 53. This bond must be executed and delivered to City prior to commencement of work under this contract. Any repairs exceeding the bond's value must be approved separately, and Contractor must supply a supplemental performance bond, meeting the same requirements herein, to cover the incremental increase between this bond's value and the cost of the repair.

### Prevailing Wage Rates.

The Provisions of Chapter 2258 of the Texas Government Code are expressly made a part of this Contract. Contractor shall forfeit, as a penalty to Owner, sixty dollars (\$60.00) for each laborer, worker or mechanic employed for each calendar day, or portion thereof, in which such laborer, worker or mechanic is paid less than the stipulated prevailing wage rates for any work done under this Contract by the Contractor or any subcontractor employed on the project. The establishment of prevailing wage rates, pursuant to Chapter 2258 of the Texas Government Code, shall not be construed to relieve Contractor from its obligation under any federal or state law, regarding the wages to be paid to or hours worked by laborers, workers or mechanics, insofar as applicable to the work to be performed hereunder. Contractor, in the execution of this Project, agrees it shall not discriminate in its employment practices against any person because of race, color, creed, sex, or origin. Contractor agrees it shall not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, creed, national origin, sex, age, handicap or political belief or affiliation. This Contract provision shall be included in its entirety in any subcontract agreement entered into by the Contractor or any Subcontractor employed on the project.

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

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

### Workers' Compensation.

#### Definitions:

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

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

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

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

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



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

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

- a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

- no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

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

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

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

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

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

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

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

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

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

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

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

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

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



misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

#### Incorporation of Attachments.

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

Attachment A – Part One – General Information  
Attachment A – Part Two – Experience, Background and Qualifications  
Attachment A – Part Three – Proposed Plan  
Attachment B – Price Schedule  
Attachment C – Litigation Disclosure Form  
Attachment D – SBEDA Form  
Attachment E – Veteran-Owned Small Business Program Tracking Form  
Attachment F – SAAS Fire Detection System Locations  
Attachment G – SAAS Fire Suppression System Locations  
Attachment H – Procedures for Obtaining Airport Personnel Identification Badge & Airfield Driver's License  
Attachment I – SBEDA Ordinance Compliance Provisions  
Attachment J – Firefighters' Emergency Service Test Procedure  
Attachment K – Monthly Fire Service Test Log  
Attachment L – Prevailing Wage Rates  
Attachment M – Proposal Checklist

#### Mandatory Federal Contract Provisions

##### I. Title VI Notice

The City of San Antonio in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

##### II. General Civil Rights Provisions

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

##### III. Title VI Clauses Compliance With Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.



3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### IV. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);



- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### V. Federal Fair Labor Standards Act

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

#### VI. Occupational Safety and Health Act of 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

#### VII. DRUG-FREE WORKPLACE

##### (a) Definitions. As used in this clause—

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

##### (b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about—
  - (i) The dangers of drug abuse in the workplace;
  - (ii) The Contractor's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b) (1) of this clause;



- (4) Notify such employees in writing in the statement required by paragraph (b) (1) of this clause that, as a condition of continued employment on this contract, the employee will—
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b) (4) (ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
  - (i) Taking appropriate personnel action against such employee, up to and including termination; or
  - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b) (1) through (b) (6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.



## 006 - GENERAL TERMS & CONDITIONS

Electronic Proposal Equals Original. If Vendor is submitting an electronic proposal, 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 RFCSP 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, the 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 the City as a result thereof. In addition, Vendor may be removed from the City's list of eligible Respondents.

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 the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

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

Warranty. A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFCSP, unless otherwise specified in the Specifications/Scope of Services section of this RFCSP. 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.

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

accounts.payable@sanantonio.gov

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



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

Vendors not able to submit invoices with the required file formatting above may mail original invoices, on white paper only, to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Vendors may hand deliver original invoices, on white paper only to: City of San Antonio, Finance Department/Accounts Payable, 111 Soledad, 4<sup>th</sup> Floor, San Antonio, Texas 78205.

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 the City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date the 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 the 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 DAY SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern. Unless otherwise provided in the Supplemental Terms and Conditions section of this document, all prices shown on the Price Schedule shall remain firm for the duration of the contract. Vendor's price stated on the Price Schedule shall be deemed a maximum price. Vendor may provide a lower price at any time during the contract period for reasons deemed appropriate by Vendor, such as volume discount pricing for large orders.

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 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, however, 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, the 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 the CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

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

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor,



assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

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

#### Records Retention.

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

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

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

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 the City's Commercial Nondiscrimination Policy, as described under Section IIIC.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.

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

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

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

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



Entire Agreement. This contract, including City's final electronically posted online version together with its authorizing ordinance and its price schedule(s), addendums, attachments, purchase orders, and exhibits, if any, and Respondent's proposal, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. City's solicitation documents shall control over Respondent's proposal in the event of a conflict. 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. Any addendums issued to the final electronically posted online version of this solicitation shall control in the event of a conflict therewith. Addendums shall be interpreted in order of the date issued, with those issued most recently taking priority.**



**007 - SIGNATURE PAGE**

By submitting a proposal, whether electronically or by paper, Respondent represents that:

(s)he is authorized to bind Respondent to fully comply with the terms and conditions of City's Request for Competitive Sealed Proposals 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;

Respondent 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 proposal 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 proposal.

**Respondent 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 Proposal



## 008 - STANDARD DEFINITION

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 Proposal – a request for competitive sealed proposal in which the City will award the entire contract to one respondent only.

Alternate Proposal - two or more proposals with substantive variations in the item or service offered from the same respondent in response to a solicitation.

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

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 proposal 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.

Respondent - the respondent whose proposal 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 Finance 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.

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

Non-Responsive Proposal - a proposal or offer that does not comply with the terms and conditions, or specifications and/or requirements of the RFCSP.

Offer - a complete, signed response to an RFCSP that, if accepted, would bind Respondent to perform the resultant contract. The term "offer" is synonymous with the terms "bid" and "proposal".

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

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

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

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

Proposal - a complete, signed response to a solicitation. The term "proposal" is synonymous with the terms "offer" and "bid".

Proposal Bond or Proposal Guarantee - security to ensure that Respondent (a) will not withdraw the proposal 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.

Proposal Opening - a public meeting during which proposal responses are opened and the names of respondents are read aloud.



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 a RFCSP for the price stated in Vendor's proposal.

Request for Competitive sealed Proposal (RFCSP) – a solicitation for a specified good or a service, evaluated on the basis of price and other factors.

Respondent - a person, firm or entity that submits a proposal in response to a solicitation. The respondent whose proposal is accepted by City may also be referred to herein as Respondent, Vendor or Supplier. The term "respondent" is synonymous with the term "bidder".

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

Responsive Offeror - a respondent who tenders a proposal which meets all requirements of the RFCSP and is a responsible offeror.

Sealed Proposal - a proposal submitted as a sealed document, whether hard copy or electronic, by a prescribed time to the location indicated in the RFCSP. The contents of the proposal will not be made public prior to the award of the contract.

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

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

Supplier - the respondent whose proposal 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 respondent whose proposal 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 proposal.



009 - ATTACHMENTS

RFCSP ATTACHMENT A, PART ONE

GENERAL INFORMATION

**1. Respondent Information:** Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: \_\_\_\_\_

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Website address: \_\_\_\_\_

Year established: \_\_\_\_\_

Provide the number of years in business under present name: \_\_\_\_\_

Social Security Number or Federal Employer Identification Number: \_\_\_\_\_

Texas Comptroller's Taxpayer Number, if applicable: \_\_\_\_\_

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: \_\_\_\_\_

Business Structure: Check the box that indicates the business structure of the Respondent.

☐ Individual or Sole Proprietorship If checked, list Assumed Name, if any: \_\_\_\_\_

☐ Partnership

☐ Corporation

If checked, check one:

☐ For-Profit

☐ Nonprofit

Also, check one:

☐ Domestic

☐ Foreign

☐ Other If checked, list business structure: \_\_\_\_\_

Printed Name of Contract Signatory: \_\_\_\_\_

Job Title: \_\_\_\_\_

(NOTE: This RFCSP solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provide address of office from which this project would be managed:

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Annual Revenue: \$ \_\_\_\_\_

Total Number of Employees: \_\_\_\_\_

Total Number of Current Clients/Customers: \_\_\_\_\_



Briefly describe other lines of business that the company is directly or indirectly affiliated with:

---

---

---

List Related Companies:

---

---

---

2. **Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes \_\_\_\_ No \_\_\_\_

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes \_\_\_\_ No \_\_\_\_ If "Yes", list authorizations/licenses.

---

---

5. Where is the Respondent's corporate headquarters located? \_\_\_\_\_

6. **Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes \_\_\_\_ No \_\_\_\_ If "Yes", respond to a and b below:

- a. How long has the Respondent conducted business from its San Antonio office?

Years \_\_\_\_\_ Months \_\_\_\_\_

- b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes \_\_\_\_ No \_\_\_\_ If "Yes", respond to c and d below:

- c. How long has the Respondent conducted business from its Bexar County office?

Years \_\_\_\_\_ Months \_\_\_\_\_

- d. State the number of full-time employees at the Bexar County office. \_\_\_\_\_



7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes \_\_\_\_ No \_\_\_\_ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

\_\_\_\_\_  
\_\_\_\_\_

8. **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes \_\_\_\_ No \_\_\_\_ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

\_\_\_\_\_  
\_\_\_\_\_

9. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes \_\_\_\_ No \_\_\_\_ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

\_\_\_\_\_  
\_\_\_\_\_

10. **Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

\_\_\_\_\_  
\_\_\_\_\_

11. **Previous Contracts:**

- a. Has the Respondent ever failed to complete any contract awarded?

Yes \_\_\_\_ No \_\_\_\_ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

\_\_\_\_\_  
\_\_\_\_\_

- b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes \_\_\_\_ No \_\_\_\_ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

\_\_\_\_\_  
\_\_\_\_\_

- c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes \_\_\_\_ No \_\_\_\_ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

\_\_\_\_\_  
\_\_\_\_\_



## REFERENCES

Provide three (3) references, that Respondent has provided services to within the past four (4) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided. Do not use City contracts as references.

### Reference No. 1:

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

### Reference No. 2:

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

### Reference No. 3:

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_



## RFCSP ATTACHMENT A, PART TWO

### EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture. Provide response below each item.

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe contracts of similar size and scope, preferably at airports, performed over the past four years. For each contract listed, explain how Respondent impacted the client's systems (describe time savings, cost savings, process improvements, etc.) NOTES: Contracts described must include the references given in the prior section. Please do not include City of San Antonio contracts as references.
2. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
3. Provide a list of current contracts. Include effective date and termination/expiration date. For any contracts terminated prior to normal expiration, provide an explanation of reasons/circumstances.
4. Provide an organizational chart reflecting staff (if known) and/or positions to be assigned to the Aviation contract, if awarded. For each person/position shown on the organizational chart provide description of actual qualifications/experience (or minimum qualifications) of positions not yet filled or to be specifically assigned to Aviation on projects of similar size and scope. Include licenses, certifications, association memberships, etc. At a minimum, Respondent must identify:
  - a. Person who will be assigned primary responsibility for administration of the resulting contract and for supervision of performance of work under the contract, if different. Provide 24/7 telephone numbers and e-mail addresses for this person(s).
  - b. Person who will be assigned as the primary technician.
  - c. Personnel to be assigned that are trained Sprinkler Fitters.
5. Identify what Fire Detection Systems (by manufacturer) Respondent's staff is factory qualified to install, service and maintain. Identify the number of years experience of each proposed individual with the types of systems identified in RFCSP Attachment F.
6. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past.
7. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

## **RFCSP ATTACHMENT A, PART THREE**

### **PROPOSED PLAN**

Prepare and submit the following items. Provide response below each item.

1. Indicate how Respondent will meet the required minimum non-emergency and emergency response times (2.3 E & F). Include information on Respondent's dispatching procedures, proximity of offices and parts warehouses to service locations, stand-by staffing arrangements, etc.
2. Provide a recommendation for annual, semi and quarterly fire detection and suppression inspection schedules. Indicate whether all inspections will be conducted at one time for each category or on a staggered schedule (multiple days) and explain why.
3. Provide a recommendation for annual fire extinguisher inspection and testing schedules. Indicate whether all inspections will be conducted at one time or on a staggered schedule. Please explain why.
4. Provide a recommendation for annual wall and dry barrel hydrant inspection and testing schedules. Indicate whether all inspections and testing will be conducted at one time or on a staggered schedule. Please explain why.
5. Provide a recommendation for annual elevator fire recall testing schedules. Indicate whether all testing will be conducted at one time or on a staggered schedule. Please explain why?
6. Describe Respondent's ability to obtain and maintain any necessary tools and parts (to include spare parts), including proprietary items, necessary to perform the inspection, testing, and repair requirements of the scope of services. In response, address concern regarding older/obsolete parts. Indicate how Respondent proposes to reduce lead time for such purchases. Include how Respondent will control pricing when buying from competitors.
7. Describe Respondent's Electronic Diagnostic Tools, if any, used to diagnose the issue/problem prior to arriving on-site.
8. Describe the process for keeping accurate records. Detail if Respondent's system is manual or computerized and if computerized, any software and standard reports you can produce that would benefit the City.
9. If not already provided above, provide samples of the following reports used within the last year:
  - a. Inspection and Testing of Fire Detection Systems Checklist
  - b. Inspection Report for Fire Detection System Testing
  - c. Inspection, Testing and Repairs of Fire Sprinkler system report
10. Describe Respondent's plan to keep employee's skills current. Describe how continuing education/training will be provided especially as relevant to the various makes and models of fire equipment at the Airport.
11. Additional Information - Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.



## RFCSP ATTACHMENT B

### PRICE SCHEDULE

#### **ITEM 1: FIRE DETECTION SYSTEM INSPECTIONS**

Location	Annual Inspection Cost	Semi-Annual Inspection Cost	Quarterly Inspection Cost
Terminal A			
Terminal B			
Parking Admin Bldg.			
West Cargo			
IT Node #1 (next to ARFF)			
IT Node #2 (next to West Cargo)			
Hangar #4 – Bldg. 1316			
ConRAC/Public Parking Garage (ConRAC/PPG)			
ConRAC Fueling Facility (QTA)			
Hawker/Beechcraft Bldgs 4, 5, 6			
General Aviation Facility (GAF)			
Stinson Airfield			
Long-term Parking Garage			
FAA Tower			

All costs to perform all services for inspections are included in the prices quoted above

#### **ITEM 2: FIRE SUPPRESSION SYSTEM INSPECTIONS**

Location	Annual Inspection Cost	Semi-Annual Inspection Cost	Quarterly Inspection Cost
Terminal A			
Terminal B			
Parking Admin Bldg.			
West Cargo			
IT Node #1 (next to ARFF)			
IT Node #2 (West Vault)			
Hangar #4 – Bldg. 1316			
ConRAC/Public Parking Garage (ConRAC/PPG)			
ConRAC Fueling Facility (QTA)			
Hawker/Beechcraft Bldgs 4, 5, 6			
General Aviation Facility (GAF)			
Stinson Airfield			
Long-term Parking Garage			
FAA Tower			

All costs to perform all services for inspections are included in the prices quoted above.

**ITEM 3: SERVICE LABOR RATES**

- A. Repairs and Testing:** Each hourly rate quoted shall include full compensation for labor, equipment/tools use, travel time, and any other cost to the Respondent. Parts are not included.

Job Classification	Estimated Annual Quantity of Hours	Normal Business Hours Rate	Overtime/Holiday/Weekend Rate
Fire Alarm Technician	100	\$	\$
Fire Suppression Technician	100	\$	\$

- B. Installations:** Each hourly rate quoted shall include full compensation for labor, equipment/tools use, travel time, and any other cost to the Respondent. Parts are not included.

Job Classification	Estimated Annual Quantity of Hours	Normal Business Hours Rate	Overtime/Holiday/Weekend Rate
Fire Alarm Technician	100	\$	\$
Fire Suppression Technician	100	\$	\$

- C. \*Proprietary Programmer Rate:** Each hourly rate quoted shall include full compensation for labor, equipment/tools use, travel time, and any other cost to the Respondent. Parts are not included.

Job Classification	Estimated Annual Quantity of Hours	Normal Business Hours Rate	Overtime/Holiday/Weekend Rate
Fire Alarm Programmer	300	\$	\$

\*Annual Price Increase for Proprietary Programmer Rate \_\_\_\_% per year (not to exceed 2% annually).

**ITEM 4: PARTS****A: Parts**

Percent Markup added to Contractor's Cost	_____%
---	--------

**B: Specified Items (for evaluation purposes only)**

	Part Name and Number	Manufacturer Name	Estimated Annual Usage	Price Each	Extended Price
1	Photoelectronic Smoke Device (fire alarm head 120°F) 2351J	JCI	30	\$	\$
2	Strobe Light 15/75 P241575	System Sensor	15	\$	\$
3	Audio Visual 15/75 SP2R2475	System Sensor	15	\$	\$
4	Sealed Re-Chargeable Battery 12V/28 A.H. PS-12280 NB	Power Sonic	20	\$	\$
5	Monitor Module M301MJ	JCI	20	\$	\$



**ITEM 5A: FIRE EXTINGUISHERS INSPECTIONS AND TESTING**

Inspections, testing, and repairs described herein shall not begin until 4/1/2020 when the current City contract for these services expires

- a. Annual Inspection (All types and sizes of fire extinguishers. To include CO2 conductivity test as required.

Estimated Quantity	Price Each	Extended Price (AxB)
1000	\$	\$

- b. Hydrostatic Testing – Modified low pressure Hydrostatic test. All fire extinguishers (except CO2 extinguishers).

Estimated Quantity	Price Each	Extended Price (AxB)
1000	\$	\$

- c. Hydrostatic Testing – High pressure Hydrostatic test. All CO2 fire extinguishers.

Estimated Quantity	Price Each	Extended Price (AxB)
1000	\$	\$

**ITEM 5B: FIRE EXTINGUISHER REPAIR PARTS ONLY**

	Size	Estimated Quantity	Price Each	Extended Price
1	Pressure Gauge	700		
2	Pull Pins	900		
3	Siphon Tube	700		
4	Valve Spring	700		
5	Bottom Handle	900		
6	Top Handle	900		
7	Discharge Nozzle	700		
8	Valve Stem O-Ring	700		
9	Neck O-Ring	700		
10	Rivets	600		
11	Carrying Handle	900		
12	Valve Stem	700		
13	DOT Label	900		
14	Discharge Hoses: Dry Chem and Halon, 5lb-10lb	715		
15	Discharge Hoses: Dry Chem and Halon, 20lb	730		
16	Fuse Links	20		
17	50' Hose	20		
18	100' Hose	50		

19	Safety Disc for CO2	40		
20	Discharge Hoses: CO2, 5lb-10lb	40		
21	Discharge Hoses: CO2, 20lb	10		
22	CO2 Cartridge, 5lb	30		
23	CO2 Cartridge, 10lb	10		
24	CO2 Cartridge, 20 lb	10		

**ITEM 5C: FIRE EXTINGUISHER RECHARGE**

	Size	Type	Estimated Quantity	Price Each	Extended Price
1	2.5 Gallon	Water Pressure	3		
2	2.5 pound	ABC	117		
3	5 pound	ABC	693		
4	4 pound	ABC	5		
5	10 pound	ABC	629		
6	20 pound	ABC	38		
7	6 pound	ABC	5		
8	2.5 pound	BC	15		
9	10 pound	BC	3		
10	5 pound	CO2	1		
11	10 pound	CO2	16		
12	5 pound	HALON	2		
13	10 pound	HALON	4		
14	20 pound	HALON	1		
15	20 pound	CO2	3		
16	124 pound	CO2	2		

**ITEM 5D: NEW FIRE EXTINGUISHERS**

	Item	Manufacturer	Model No.	Estimated Quantity	Price Each	Extended Price
1	2.5 Capacity, UL Rated 1A-10B:C, Agent Type: ABC, USCG approved vehicle mounting bracket.			50		
2	1.5lb Capacity, UL Rated 3A-40B:C; Agent Type: ABC, USCG approved vehicle mounting bracket.			215		
3	5lb Capacity, UL Rated 3A-40B:C; Agent Type ABC. Wall hanger bracket			143		



4	10lb Capacity, UL Rated 4A-80B:C; Agent Type ABC. Wall hanger bracket			99		
5	20lb Capacity, UL Rated 10A- 120B:C; Agent Type: ABC. Wall hanger bracket			5		
6	5lb Capacity, UL Rated 5B:C; Agent Type: ABC. Wall hanger bracket			2		
7	10lb Capacity, UL Rated 10B:C; Agent Type: CO2. Wall hanger bracket			22		
8	15lb Capacity, UL Rated 10B:C; Agent Type: CO2. Wall hanger bracket.			2		
9	20lb Capacity, UL Rated 10B:C; Agent Type: CO2. Wall hanger bracket.			2		
10	125lb Capacity Wheeled Fire Extinguisher, UL Rated 240B:C, Agent Type: Purple-K			3		
11	10lb Capacity, UL Rated 10-A:60- B:C, Agent Type ABC			3		
12	10lb Capacity, UL Rated 4-A:60- B:C, Agent Type ABC			60		
13	5lb Capacity, UL Rated 2-A:10-B:C, Agent Type ABC			21		
14	10lb Capacity, UL Rated, 10:A-60- B:C, Agent Type ABC			4		
15	10lb Capacity, UL Rated 4A:60- B:C, Agent Type ABC, Wall Hanger			27		
16	5lb Capacity, UL Rated 2A:10-B:C, Agent Type ABC, Wall Hanger			6		
17	4lb Capacity, UL Rated 2A-10B:C, Agent Type ABC			1		
18	10lb Capacity, UL Rated 4A-80B:C, Agent Type ABC			3		
19	5lb Capacity, UL Rated 2-A:40-B:C, Agent Type ABC			1		
20	5lb Capacity, UL Rated 4:A-60-B:C, Agent Type ABC			3		
21	2.5lb Capacity, Mini Guard Heat Actuated, Agent Type ABC			3		
22	2.5lb Capacity, Automatic Liquefied Gas, Agent Type			1		
23	4.4lb Capacity, Automatic Self Contained			4		
24	2.5lb Capacity, 1-A:10-B:C, Agent Type ABC			2		
25	Purple-K Dry Chemical Agent			30		

**ITEM 6A: WALL HYDRANT INSPECTIONS AND TESTING**

Location	Quantity	Monthly Cost Per Hydrant
Terminal A	8	

Location	Quantity	Monthly Cost Per Hydrant
Terminal B	8	

City reserves the right to add additional wall hydrants to this contract at the monthly cost bid above.

**ITEM 6B: DRY BARREL HYDRANT INSPECTIONS AND TESTING**

Location	Quantity	Monthly Cost Per Hydrant
Airfield (various locations)	16	

City reserves the right to add additional dry barrel hydrants to this contract at the monthly cost bid above.

**ITEM 7: MONTHLY FIRE ALARM MONITORING**

Locations
West Cargo
IT NODE I (Adjacent to ARFF)
IT NODE II (West Vault)
Stinson Air Field
Hawker Beechcraft (Bldgs. 4, 5, 6)
Hangar 4
GAF
FAA Tower

Monitoring      \$\_\_\_\_\_ Monthly Per Location

City reserves the right to add additional monitoring locations to this contract at the monthly cost bid above.

**ITEM 8: PHASE 1 AND PHASE 2 ELEVATOR FIRE RECALL TESTING**

Location	Quantity	Monthly Cost for 5 Elevators
Terminal A Elevators (all single cabs)	5	

Location	Quantity	Monthly Cost
Terminal B Elevator 1 and 2 (bank)	1	
Terminal B Elevator 3 and 4 (bank)	1	
Terminal B Elevator 5 (single cab)	1	



Terminal B Elevator 6 (single cab)	1	
Terminal B Skywalk Overpass (bank)	1	

Location	Quantity	Monthly Cost
CONRAC Elevators 11, 12, 13, and 14 (bank)	1	
CONRAC OTA Elevator 15 (single cab)	1	

Location	Quantity	Monthly Cost
Long Term-Parking Elevators P4, P5 (bank)	1	
Long Term-Parking Elevators P6, P7 (bank)	1	

Location	Quantity	Monthly Cost
Stinson Elevator (single cab)	1	

**RFCSP ATTACHMENT C**  
**LITIGATION DISCLOSURE FORM**

**Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.**

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes \_\_\_\_ No \_\_\_\_

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes \_\_\_\_ No \_\_\_\_

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes \_\_\_\_ No \_\_\_\_

**If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.**



**RFCSP ATTACHMENT D**

**SBEDA FORM(S)**

(Posted as separate documents)

**RFCSP ATTACHMENT E**

**VETERAN-OWNED SMALL BUSINESS (VOSB) PREFERENCE PROGRAM TRACKING FORM**

(Posted as a separate document)



## RFCSP ATTACHMENT F

### SAAS FIRE DETECTION SYSTEM LOCATIONS

The Selected Respondent will be responsible for the following:

Location	FACP Make and Model #	NAC Qty./Power Supply	Audio/Visual Model #, Type and Qty.	Suppression Panels	Monitoring
Terminal A	JCI/Notifier IFC1010, IFC2020, 3030	20	System Sensor – A/V SP2R2475 – 300+/-	Fike/Cheetah and Simplex 4004R	Proprietary - AICC
Terminal B	Simplex 4100U	10	TrueAlert – 4906 – 200+/-	Fike/Cheetah	Proprietary - AICC
Parking Admin Bldg	Simplex 4020	0	TrueAlert – 4906 - 10	N/A	Local
West Cargo	JCI IFC320E	0	System Sensor SP2R2475 - 1	N/A	Remote/Dialer
IT Node #1 next to the ARFF Building	Fike SHP Pro & Firelite Dialer	0	4	Same	Remote/Dialer
IT Node #2 at the West Vault next to West Cargo Bldg	Fike SHP Pro & Firelite Dialer	0	4	Same	Remote/Dialer
Hangar #4 - Bldg. 1316	Firelite MS9200	1	34	N/A	Remote/Dialer
ConRAC Consolidated Rent a Car/Public Parking Garage (ConRAC/PPG)	JCI 640			N/A	Proprietary - AICC
ConRAC Fueling Facility (QTA)	JCI 640			N/A	Proprietary - AICC
Hawker/Beechcraft Bldgs. 4, 5, and 6	ADT Unimode 200	9		N/A	Remote/Dialer
General Aviation Facility (GAF)	Simplex/Grinnell 4007ES FACP	2	(49AV/VO-WRF) 27	N/A	Remote/Dialer
Stinson	Siemens FS250	1	Siemens 50	N/A	Remote/Dialer
Long Term Parking Garage	JCI IFC320	0	N/A	N/A	Proprietary - AICC

Note: The City reserves the right to add additional components to the above systems, as required to meet future needs without changing price.

# RFCSP ATTACHMENT G - REVISED

## SAAS FIRE SUPPRESSION SYSTEM LOCATIONS

The Selected Respondent will be responsible for the following:

Locations	Dry Fire Sprinkler Systems	Pre-Action Sprinkler Systems	Wet Sprinkler Systems	Clean Agent Systems	Fire Pump Make and Model #	Fire Pump Controller Make and Model #	Fire Pump Motor Make and Model #
Terminal A	9	3	11	(5) Sapphire	#1 Electric Aurora - 1500 GPM SplitCase Horizontal - Mod. # 912, #2 Same as #1	#1 Firetrol Mod. # FTA 1930 Soft Start #2 Same as #1	#1 WEG Mod. # 125180P3GFP4 05TS #2 Same as #1
Terminal B	5	2	13	(1) FM-200	Electric Aurora - 1000GPM 5-481-15	Metron - Mod. # MP700-60-480CMTS	WEG - TDDIFODDD3 0
Parking Admin. Bldg	N/A	N/A	1	N/A	N/A	N/A	N/A
West Cargo	2	N/A	2	N/A	N/A	N/A	N/A
IT Node #1 @ ARFF	N/A	N/A	N/A	(1) Sapphire	N/A	N/A	N/A
IT Node #2 @ West Vault	N/A	N/A	N/A	(1) Sapphire	N/A	N/A	N/A
Hangar 4 Bldg, 1316	N/A	N/A	N/A	N/A	N/A	N/A	N/A
ConRAC Car Rental/Public Parking Garage (RAC/PPG)	30 24	0	1 2	N/A			
ConRAC Fueling Facility (QTA)	8	3 4	0	No clean agent Annul ARFF			
Hawker Beech Craft Bldgs. 4, 5 and 6	Dry Stand Pipe	0	2	N/A	N/A	N/A	N/A
General Aviation Federal Inspection Station (GA-FIS)	0	0	1	N/A	N/A	N/A	N/A
Stinson	0	0	1	0	N/A	N/A	N/A
Long Term Parking Garage	Manual Dry Stand Pipe	0	0	0	N/A	N/A	N/A

Note: The City reserves the right to add additional components to the above systems, as required to meet future needs without changing price.



## RFCSP ATTACHMENT H

### PROCEDURES FOR OBTAINING AIRPORT PERSONNEL IDENTIFICATION BADGE AND AIRFIELD DRIVER'S LICENSE AT SAN ANTONIO INTERNATIONAL AIRPORT (SAT)

As per FAA/TSA guidelines, a person performing work in the Security Identification Display Area (SIDA), Secured Area, Sterile Area or Airport Operations Area must have a valid Airport Identification Media (known as a SAT badge) or be under an airport approved escort by a person having a SAT badge with the white "E" (escort endorsement) on the badge. Furthermore, each badge holder with the white "E" may escort up to two (2) unbadged individuals while keeping same under positive control at all times while in the SIDA, Secured Area, Sterile Area and/or the project site. **Note:** If the person is disqualified from receiving a SAT badge during the badge application process, or becomes disqualified after receiving a SAT badge, the individual can no longer be present anywhere within the SIDA, Secured Area, Sterile area and/or the project areas. Furthermore, any contractor assigned to the project who has a business related need to be present within the SIDA, Secured Area or Sterile Area for more than 14 days (consecutive or intermittently) must be processed for a SAT badge.

If driving is involved, the person must have a valid SAT badge and the appropriate airfield driver's license to operate a vehicle in the SIDA and/or the project site. If a vehicle escort is required, each SAT badge holder with the white "E" on his badge (and the appropriate airfield driver's license) may escort up to two (2) vehicles if there is only one unbadged person in each vehicle being escorted.

All vehicles operating in the SIDA or the project area must have the appropriate airport approved company signage on the vehicle. The signage must meet the following requirements: Company name must be in at least six inch (6") tall lettering and/or the company logo must be at least twelve inches (12") tall. The signage must be placed on both vertical sides of any self-propelled, motorized vehicle at all times while within the SIDA or the project site. If signage is not available, an Airport issued "Top Hat" may be used for vehicles under an airport approved vehicle escort or while parked in the SIDA. A Top Hat may be obtained at SIDA vehicle gate #20 at the end of each work day.

The procedures to obtain an Airport Identification Media (badge) and/or an airport driver's license are as follows:

#### **A) Airport Badge and ID Office**

- 1) The Airport Security Badge and ID Office is located at 9623 West Terminal Drive, Bldg. #1322.
- 2) Once an Aviation Department division has notified the Airport Security of an approved City contract which will require the badging of personnel, the Contactor's designated representative for badging must call Kenneth Barrett at (210) 207-3840 to arrange to become an Authorizing Signatory. The Authorized Signatory will be responsible for all Airport Identification Media (badges) to be issued to the Contractor's employees working on the contract. Mr. Barrett will send the appropriate link to the person in order to complete an application for badge processing. Once the application has been approved an appointment will be set to come to the Badge and ID Office for processing and training. Once the person has completed the required training they will then be authorized to approve applications for other Contractor employees under their responsibility. **Note:** If an employee of the Contractor has been convicted of any of the offenses listed in Exhibit 1 hereto, that employee will be immediately disqualified from obtaining an Airport Identification Media (badge) and will be ineligible to perform work at SAT.
- 3) All Airport Identification Media (badge) applications are processed electronically via an online application process. Once the Contractor's Authorizing Signatory has been trained successfully on their responsibilities and completed all phases of the badging process, the website address for Contractor's employees to use to complete the application will be provided. Furthermore, the Authorizing Signatory will be provided instructions on how to setup, use and approve badge applications via the online badging system.



- 4) As of October 1, 2010 badge processing fees are:

<u>Airport Security Badge &amp; ID Office Service</u>	<u>Amount</u>
Fingerprint-based Criminal History Records Check (CHRC)/STA	65.00
Identification Badge (new/renewal/replacement/exchange)	35.00
Non-Returned Identification Badge	75.00
Reactivation of Identification Badge (Security Violation)	
1 <sup>st</sup> Offense	25.00
2 <sup>nd</sup> Offense	50.00
3 <sup>rd</sup> Offense	75.00
Progressive Security Fee Program	Sliding Scale
AOA Parking Decal (for General Aviation leasehold only)	5.00

There is no refund for badge processing fees.

- 5) As part of the badging process, all Contractor employees are required to complete a computer-based SIDA training class. All documents necessary to complete the application process (including obtaining the applicants fingerprints to conduct a Criminal History Records Check (CHRC) and Security Threat Assessment (STA) must be completed before the Contractor's employees may attend the computer-based SIDA training class. The SIDA class takes approximately 1-1 ½ hours to complete and the applicant must make a 100% on the final test to successfully complete this stage of the badging process. The SAT badge will only be issued after the applicant successfully completes the SIDA class; Airport Security completes the CHRC and receives an approved STA. It may take anywhere from five (5) business days to four (4) weeks before the applicant may be issued an Airport Identification Media (badge).
- 6) At the end of the contract, the Contractor's Authorizing Signatory shall return all issued Airport Identification Media (badge) to the Airport Security Badge and ID Office directly and inform the Aviation Department division that managed the contract that all badges have been returned before final payment for the work can be processed. Each SAT badge that is not returned to the Airport Security Badge and ID Office is subject to a \$75.00 non-returned badge fee.
- 7) Any lost or stolen Airport Identification Media (badge) shall be reported to Airport Security immediately by contacting (210) 207-3526 or 207-3433 so the badge can be deactivated. The Contractor's employee must contact Contractor's Authorizing Signatory to make arrangements to complete the necessary paperwork to receive a replacement SAT badge. The Contractor shall be responsible for any fees/fines resulting from the lost, stolen, or otherwise unaccounted for SAT badge.

**B) Airfield Driver License:**

- 1) The Airport Operations Office is located at 457 Sandau Rd., San Antonio, TX 78216.
- 2) It is the sole responsibility of the tenants, airlines or contractors to select the correct training course needed for their employees. There are two types of airfield training courses: non-movement areas and movements areas. Non-movement areas are aprons and parking areas in the Airport Operation Area (AOA). No ATCT clearance is required. Movement w/Restrictions: Taxiways as well as other areas using for taxiing aircraft and aircraft parking areas. ATCT clearance is required.
- 3) To obtain an Airfield Driver's License an employee must attend an Airport sponsored drivers training class and pass a written test at the end of each class with a 90% or better. The airfield driver license can only be issued to a person passing the test.
- 4) The non-movement classes are held on every Monday and Tuesday at 9:00 a.m. and Thursday at 1:00 p.m. The movement classes are held every Tuesday at 1:00 p.m. and Thursday at 9:00 a.m. All classes must be scheduled in advance. To schedule a class call Airport Operations at 207-3475.



- 5) A valid State driver's license and a SAT Security Identification Display Area (SIDA) badge and a copy of certificate of insurance document of the individual's employer with the proper coverage must be presented at the time of the class. The copy of all three items stated must be submitted to the AOO for record on file.
- 6) You must have radio contact with FAA Air Traffic Controller to receive clearance to cross taxiways at all times.
- 7) Airfield Driver's Training Program Fees:

<u>Course</u>	<u>Amount:</u>
Non-Movement Area	\$ 20.00
Movement Area	\$ 25.00
Replacement License	\$ 10.00
Expired License Penalty	\$ 20.00

We will continue sending renewal notices approximately one month in advance to assure that drivers have enough time to schedule to attend the class prior to expiration.

- 8) For the construction contracts, there is no separate line item on the bid proposal for the costs involved and the costs shall be considered incidental to mobilization expenses.
- 9) The licensed driver can only travel on the areas authorized and use the gate approved by the Airport Security Office. A driver who loses his or her Airfield Driver License is responsible for reporting the loss immediately to Airport Operations Office. The employee will be responsible to pay the replacement fee for his/her airfield license.
- 10) The company shall have coverage for the vehicles used inside Air Operations Area for the project involved at all times. An Automobile Liability Policy with no less than a Combined, Single Limit for Bodily Injury and Property Damage of \$5,000,000 per occurrence, or its equivalent in Umbrella or Excess Liability Coverage.

In addition, the City of San Antonio must be listed as an "additional insured" in the endorsement section. The Insurance can be under the Company name if a company vehicle will be used and the vehicle must be listed in the insurance policy either specifically by VIN number or generally by covering all autos owned, leased or operated while conducting business on behalf of the company. If this is a private vehicle covered only by personal insurance, the insurance must be under the driver's name and VIN number must be listed. It is the company's responsibility to notify the Aviation Department for any insurance changes.

- 11) At the end of the project, the authorized Project Manager shall return all airfield driver licenses to the Airport Operations Office and notify Planning and Development and at the end of the return process so that the final payment to the consultants or contractors for the work involved can be processed.
- 12) Vehicles routinely operating within the Movement area shall have an operating yellow flashing light mounted on the uppermost part of the Vehicle.

**EXHIBIT 1 TO ATTACHMENT H**  
**LIST OF DISQUALIFYING CRIMES**

**AUTHORIZATION FOR FINGERPRINT-BASED  
CRIMINAL HISTORY RECORDS CHECK**

Please read and review the following list of disqualifying criminal offenses as listed in Transportation Security Regulation (TSR) 1542.209 (d).

1. Forgery of certificates, false marking of aircraft, and other aircraft registration violations: 49 USC 46302
2. Interference with air navigation: 49 USC 46308
3. Improper transportation of a hazardous material: 49 USC 46312
4. Aircraft Piracy: 49 USC 46502
5. Interference with flight crew members or flight attendants: 49 USC 46504
6. Commission of certain crimes aboard aircraft in flight: 49 USC 46506
7. Carrying a weapon or explosive aboard aircraft: 49 USC 46505
8. Conveying false information and threats: 49 USC 46507
9. Aircraft piracy outside the special aircraft jurisdiction of the United States: 49 USC 46502(b)
10. Lighting violations involving transporting controlled substances: 49 USC 46315
11. Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements: 49 USC 46314
12. Destruction of an aircraft or aircraft facility: 18 USC 32
13. Murder
14. Assault with intent to murder
15. Espionage
16. Sedition
17. Kidnapping or hostage taking
18. Treason
19. Rape or aggravated sexual abuse
20. Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon
21. Extortion
22. Armed or felony unarmed robbery
23. Distribution of, or intent to distribute, a controlled substance
24. Felony arson
25. Felony Involving a threat
26. Felony involving
  1. Willful destruction of property
  2. Importation or manufacture of a controlled substance
  3. Burglary
  4. Theft
  5. Dishonesty, fraud, or misrepresentation
  6. Possession or distribution of stolen property
  7. Aggravated assault
  8. Bribery
  9. Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than one year
27. Violence at international airports: 18 USC 37
28. Conspiracy or attempt to commit any of the criminal acts listed in this paragraph



FIREFIGHTERS' EMERGENCY SERVICE TEST PROCEDURES

## Firefighters' Emergency Service Test Procedure

### A. Phase I test:

1. Return elevator to 'main' landing by pressing the main floor hall call button.
2. Upon arrival, step inside the elevator, press the top floor button (sending elevator away from main level), return to lobby 'Fire Recall' switch.....
3. Insert key in the 'Fire Recall' switch and place in the "On" position. (Move close to the door and listen for the alarm inside the elevator as it is returning to 'main' level.) Car arrives, door opens and remains open, fire service alarm stops.

### Phase II test:

1. Remove key from hall 'Fire Recall' switch, step inside elevator, insert key into the car station 'Fire Operation' switch, and open the 'Firefighter's Operation' panel. Remove key and...
2. Insert key in the 'Fire Operation' switch (marked - 'Off', 'Hold', 'On') located inside the 'Firefighter's Operation' panel; place key to the 'On' position.
3. Press top landing car button (button illuminates; car will begin moving once you...).
4. Press and hold 'door close' button, until door is fully closed (car will then begin moving).
5. Before car arrives at top floor, press 'Call Cancel' button (car pushbutton light will extinguish and car will stop at next landing; doors will remain closed).
6. Press and hold 'Door Open' button, once door begins to open, release button; door will stop immediately, then close.
7. Press and hold 'Door Open' button until door is fully open. Door will remain open.
8. Place key in the 'Hold' position. Car will not operate & door will not close. Return key to 'On' position...
9. Press and hold 'Door Close' button until door is fully closed.
10. Return 'Fire Service' switch to 'Off' position and remove key; alarm will sound, 'Fire Hat' will illuminate, and elevator will return to 'main' level. Close cover.
11. To restore normal operation, insert key in the hall 'Fire Recall' switch; place key in 'Reset' position then 'Off'. (See note below)

### NOTE:

Once 'Fire Service' has been activated by the fire alarm system, normal operation **CANNOT** be restored until the fire alarm system has been cleared & reset.

RFCSP ATTACHMENT J

MONTHLY FIRE SERVICE TEST LOG

**MONTHLY FIRE SERVICE TEST LOG**

Property address: \_\_\_\_\_

Elevator No: \_\_\_\_\_ TDLR Registration No: \_\_\_\_\_ Contact: (    ) \_\_\_\_\_

Building owner or designee shall test Phase I & II Firefighters' Emergency Service Operation for each elevator in compliance with ASME A171, Safety Code for Elevators and Escalators, as enforced by the Texas Department of License and Regulation (TDLR), Ph: 800-803-9202.

This log shall remain in the elevator machine room and be accessible for inspection by the enforcing authority, at all times.

Building owner or designee shall promptly correct any deficiencies and notify TDLR of any problems relating to the firefighters' service operation.

Date	Phase I	Phase II	Tested by (Initials)	Pass/Fail (P/F)	Failed because...	Date repaired; by... (initial)



## RFCSP ATTACHMENT K

### SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) ORDINANCE COMPLIANCE PROVISIONS

#### A. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2016-05-19-0367 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development Department (EDD) website page and is also available in hard copy format upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of the SBEDA Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

#### B. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements.

**Waiver Request** - A Respondent may request, for good cause, a full or partial Waiver of a **specified subcontracting goal** included in this solicitation by submitting the *Subcontracting Goal- Waiver Request* form (available at <http://www.sanantonio.gov/SBO/Forms.aspx>) with its solicitation response. The Respondent's Waiver request must fully document Subcontractor unavailability despite the Respondent's good faith efforts to comply with the goal. Such documentation shall include all good faith efforts made by Respondent including, but not limited to, which Subcontractors were contacted (with phone numbers, e-mail addresses and mailing addresses, as applicable) and the method of contact. **Late Waiver requests will not be considered.** More information on the good faith effort criteria is available within the Subcontracting Goal – Waiver Request Evaluation Criteria at <http://www.sanantonio.gov/SBO/Forms.aspx>.

**Exception Request** - A Respondent may, for good cause, request an Exception to the application of the SBEDA Program if the Respondent submits the *Exception to SBEDA Program Requirements Request* form (available at <http://www.sanantonio.gov/SBO/Forms.aspx>) with its solicitation response. The Respondent's Exception request must fully document why: (1) the value of the contract is below the \$50,000 threshold for application of the SBEDA Program; or (2) no commercially-useful subcontracting opportunities exist within the contract scope of work; or (3) the type of contract is outside of the scope of the SBEDA Ordinance. **Late Exception Requests will not be considered.**

#### C. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiatives to this contract. CONTRACTOR hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement:

**SBE Prime Contract Program.** In accordance with the SBEDA Ordinance, Section III. D. 7. (a), this contract is being awarded pursuant to the SBE Prime Contract Program, and as such, CONTRACTOR affirms that if it is presently certified as an SBE (see *Small Business Enterprise* definition), CONTRACTOR agrees not to subcontract more than 49% of the contract value to a non-SBE firm, and

**M/WBE Prime Contract Program.** In accordance with the SBEDA Ordinance, Section III. D. 8.(b), this contract is being awarded pursuant to the M/WBE Prime Contract Program and as such, CONTRACTOR affirms that if it is presently certified as an M/WBE (see *Minority/Women Business Enterprise* definition), CONTRACTOR agrees not to subcontract more than 49% of the contract value to a non-M/WBE firm.

#### D. SBEDA Program Compliance – General Provisions



As CONTRACTOR acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its subcontractors with this term;
2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its subcontractors or suppliers;
3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
4. CONTRACTOR shall notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.
5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.
6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.
7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone Subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.



8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the CONTRACTOR for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System (CVR), and CONTRACTOR has represented to CITY which primary commodity codes each Subcontractor will be performing under for this contract. CITY recommends all Subcontractors to be registered in the CVR.

#### E. Definitions

**Affirmative Procurement Initiatives (API)** – Refers to various S/M/WBE Program tools and Solicitation Incentives that are used to encourage greater prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE Program tools, see Section III.D of Attachment A to the SBEDA Ordinance). To be eligible for the benefits of race- and gender-conscious APIs as provided in the SBEDA Ordinance, M/WBE firms must also satisfy the size standards for being a Small Business Enterprise or SBE as defined herein.

**Annual Aspirational Goal** – a non-mandatory annual aspirational percentage goal for overall M/WBE Prime and subcontract participation in City of San Antonio contracts is established each year for Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contract Industry Categories. This Annual Aspirational Goal is to be set (and thereafter adjusted) by the Goal Setting Committee (GSC) based upon the M/WBE availability by industry in accordance with the City's 2015 Disparity Study findings, along with relative M/WBE availability data to be collected by the City through its CVR system, and the utilization of M/WBEs. Any adjusted Annual Aspirational Goals for a given industry should not exceed the Expected Availability for award dollar weights as found in the 2015 Disparity Study. Annual Aspirational Goals are not to be routinely applied to individual contracts, but are intended to serve as a benchmark against which to measure the overall effectiveness of the S/M/WBE Program on an annual basis, and to gauge the need for future adjustments to the mix and to the aggressiveness of remedies being applied under the Program. Percentage Goals for S/M/WBE participation may be established by the GSC on a contract-by-contract basis based upon similar data and analysis for the particular goods and services being purchased in a given contract.

**Award** – the final selection of a Respondent for a specified Prime Contract or subcontract dollar amount. Contract awards are made by the City to Prime Contractors or vendors and by Prime Contractors or vendors to Subcontractor or sub-vendors, usually pursuant to a solicitation process. (Contract awards are to be distinguished from contract payments in that they only reflect the anticipated dollar amounts instead of actual dollar amounts that are paid to a contractor under an awarded contract).

**Best Value Contracting** – a purchasing solicitation process through which the Originating Department may evaluate factors other than price. Evaluation criteria for selection may include a Respondent's previous experience and quality of product or services procured, and other factors identified in the applicable statute.

**Centralized Vendor Registration System (CVR)** – a mandatory electronic system of hardware and software programs by which the City recommends all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. All businesses awarded a City contract shall be required to register in the CVR. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

**Certification** – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City may accept any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6.

**City** – refers to the City of San Antonio, TX.



**Commercially Useful Function** – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed.

**Control** – the authority of a person or business owner to sign responses to solicitations and contracts, make price negotiation decisions, sell or liquidate the business and have the primary authority to direct the day-to-day management and operation of a business enterprise without interference from others.

**Economic Inclusion** – efforts to promote and maximize commercial transactions within, between and among all segments of the business population, regardless of race or gender, within the Relevant Marketplace.

**Emerging SBE (ESBE)** – a certified SBE corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is independently owned and operated by Individuals legally residing in, or that are citizens of, the United States or its territories whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

**Emerging M/WBE** – a certified M/WBE firm whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

**Evaluation Preference** – an API that may be applied by the Goal Setting Committee to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime Respondents.

**Formal Solicitation** – an invitation for bids, request for proposals, request for qualifications or other solicitation document issued by a City department for a contract that requires City Council approval, in accordance with the procurement rules adopted by the City Manager or designee through a memorandum issued by the City Manager or designee, an Administrative Directive or a procurement manual issued under the authority of the City Manager or designee, and/or pursuant to statutory requirements.

**Goal Setting Committee (GSC)** – a committee, or series of committees, appointed and chaired by the City Manager or designee from the Executive Team that includes, at a minimum, the EDD Director or designee, and the Director of Finance or Director of Transportation and Capital Improvements (TCI) or their designees, the Director or designee of the Originating Department (if the Originating Department is neither Finance nor TCI,) all without duplication of designees and two citizens appointed by City Council who are eligible to vote during the goal setting committee on contracts valued at \$3,000,000 and above. The City Manager or designee may also appoint two ex-officio members of the Small Business Advocacy Committee to serve on any GSC purely in an advisory and non-voting capacity. The GSC establishes S/M/WBE Program Goals for the City of San Antonio (e.g., Annual Aspirational Goals, Contract-by-Contract Subcontracting Goals, and determining which M/WBE segments are eligible for Segmented Subcontracting Goals annually) based upon Industry Categories, vendor availability, project-specific characteristics, and M/WBE utilization. The GSC also makes determinations about which Affirmative Procurement Initiatives (APIs) are to be applied to specific contracts based upon various criteria.

**Good Faith Efforts** – documentation of the Respondent's intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation as stated in the solicitation reflecting the Respondent's commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office's directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their



unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and CONTRACTORS that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.)

**HUBZone Firm** – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

**Independently Owned and Operated** – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

**Individual** – an adult person that is of legal majority age.

**Industry Categories** – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as "business categories."

**Joint Venture Incentives** – an API that provides inducements for non-SBE and non-M/WBE firms to collaborate with SBE or M/WBE partners in responses to solicitations and performing a Prime Contract to supply goods to, or to perform non-Construction services on behalf of, the City. Joint ventures are manifested by written agreements between two or more Independently Owned and Controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture. Incentives under this API may include Evaluation Preferences that are tied to the percentage of SBE or M/WBE participation in the joint venture, expedited issuance of building permits and extra contract option years in certain Other Services and Goods & Supplies contracts.

**Minority/Women Business Enterprise (M/WBE)** – firm that is certified as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

**M/WBE Directory** – a listing of M/WBEs that have been certified for participation in the City's M/WBE Program APIs.

**M/WBE Subcontracting Program** – an API in which Prime Contractors or vendors are required to make Good Faith Efforts to subcontract a specified percentage of the value of prime contract dollars to certified M/WBE firms. Such subcontracting goals may be set and applied by the GSC on a contract-by-contract basis to those types of contracts that provide subcontract opportunities for performing Commercially Useful Functions wherein:

- (1) There have been ongoing disparities in the utilization of available M/WBE Subcontractors; or
- (2) Race-Neutral efforts have failed to eliminate persistent and significant disparities in the award of prime contracts to M/WBEs in a particular Industry Category or industry segment (e.g., Construction contracts, Professional Services contracts, and Architectural and Engineering contracts), and subcontract opportunities are limited outside of City contracts.

When specified by the GSC, the M/WBE Subcontracting Program may also be required to reflect Good Faith Efforts that a Prime Contractor or vendor has taken (or commits to taking in the case of solicitations that do not include a detailed scope of work or those in which price cannot be considered a factor in evaluation), toward attainment of subcontracting goals for M/WBE firms.



**M/WBE Evaluation Preference** – an API that the City may apply to requests for proposals or qualifications (RFPs or RFQs) on City Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts that are issued pursuant to a Best Value Contracting method or other methods of procurement wherein criteria other than lowest price are factored into the selection process. M/WBEs that submit responses for these kinds of solicitations are awarded additional Points in the scoring of their responses when evaluating and ranking their responses against those submitted by non-minority firms. Where specified in contract specifications as approved by the Goal Setting Committee, the M/WBE Evaluation Preference may be limited to Emerging M/WBE firms.

**Minority Business Enterprise (MBE)** – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the City. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term “MBE” as used in the SBEDA Ordinance is not inclusive of women-owned business enterprises (WBEs).

**Minority Group Members** – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

African-Americans: Persons with origins in any of the black racial groups of Africa.

Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.

Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

Native Americans: Persons having no less than 1/16<sup>th</sup> percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

**Originating Department** – the City department or authorized representative of the City which issues solicitations or for which a solicitation is issued.

**Payment** – dollars actually paid to Prime Contractors and/or Subcontractors and vendors for City contracted goods and/or services.

**Points** – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts (e.g., up to 20 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

**Prime Contractor** – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City.

**Race-Conscious** – any business classification or API wherein the race or gender of business owners is taken into consideration (e.g., references to M/WBE programs and APIs that are listed herein under the heading of “Race-Conscious”). To be eligible for the benefits of race- and gender-conscious APIs as provided in this Ordinance, M/WBE firms must also satisfy the size standards for being a Small Business Enterprise or SBE as defined herein.

**Race-Neutral** – any business classification or API wherein the race or gender of business owners is not taken into consideration (e.g., references to SBE programs and APIs that are listed herein under the heading of “Race-Neutral”).

**Relevant Marketplace** – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the 2015 Disparity Study, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

**Respondent** – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City.



**Responsible** – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

**Responsive** – a firm's submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

**San Antonio Metropolitan Statistical Area (SAMSA)** – also known as the Relevant Marketplace, the geographic market area from which the City's 2015 Disparity Study analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

**Segmented M/WBE Goals** – the application of multiple goals for M/WBE participation within Annual Aspirational Goals or for M/WBE Subcontracting Goals on an individual City contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals. Such segmented goals specifically target the participation of a particular segment of business enterprises owned and Controlled by WBEs or certain Minority Group Members (e.g., African-Americans or Hispanic-Americans) based upon relative availability and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. The application of Segmented M/WBE Goals is intended to ensure that those segments of M/WBEs that have been most significantly and persistently underutilized receive a fair measure of remedial assistance.

**SBE Directory** – a listing of small businesses that have been certified for participation in the City's SBE Program APIs.

**Significant Business Presence** – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

**Small Business Enterprise (SBE)** – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

**Small Business Office (SBO)** – the office within the Economic Development Department (EDD) of the City that is primarily responsible for general oversight and administration of the S/M/WBE Program.

**Small Minority Women Business Enterprise Program (S/M/WBE Program)** – the combination of SBE Program and M/WBE Program features contained in this Ordinance.

**Solicitation Incentives** – additional inducements or enhancements in the solicitation process that are designed to increase the chances for the selection of S/M/WBE firms in competition with other firms. Such inducements and enhancements may include such terms as additional contract option years, increased quantities in supply contracts, and evaluation preferences, where not prohibited by law. These solicitation incentives may be applied as appropriate to solicitations, contracts, and letter agreements for Construction, Architecture and Engineering services, Professional Services, Other Services, and Goods & Supplies contracts, including change orders and amendments.

**Subcontractor** – any vendor or contractor that is providing goods or services to a Prime Contractor in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of the binding agreement between the Prime Contractor and the Subcontractor shall be submitted prior to the City's issuance of a notice to proceed.

**Suspension** – the temporary stoppage of an SBE or M/WBE firm's beneficial participation in the City's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7, or pursuant to the Penalties and Sanctions set forth in Section III.E.13.

**Subcontractor/Supplier Utilization Plan** – a binding part of this contract agreement which states the CONTRACTOR's commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the



S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee.

**Women Business Enterprises (WBEs)** - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term "WBE" as used in this Ordinance is not inclusive of MBEs.

#### F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR 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 the company retaliate against any person for reporting instances of such discrimination. The company 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. The company 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 the company 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. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

#### G. Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

#### H. Violations, Sanctions and Penalties

In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;
2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;
3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;
4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and



5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

1. Suspension of contract;
2. Withholding of funds;
3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
4. Refusal to accept a response or proposal; and
5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

**RFCSP ATTACHMENT L**  
**PREVAILING WAGE RATES**

General Decision Number: TX180280 04/20/2018 TX280

Superseded General Decision Number: TX20170280

State: Texas

Construction Type: Building

County: Bexar County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	03/23/2018
3	04/20/2018

ASBE0087-014 01/01/2018

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation).....	\$ 22.72	10.02

BOIL0074-003 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 28.00	22.35

ELEC0060-003 06/01/2016

	Rates	Fringes
ELECTRICIAN (Communication Technician Only).....	\$ 21.57	9%+4.65

ELEC0060-004 06/01/2017

	Rates	Fringes
--	-------	---------



ELECTRICIAN (Excludes Low Voltage Wiring).....	\$ 27.90	16%+4.85
--	----------	----------

-----  
ELEV0081-001 01/01/2018

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 39.32	32.645+a+b

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

-----  
ENGI0450-002 04/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR Cranes.....	\$ 34.85	9.85

-----  
IRON0066-013 06/01/2017

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 21.55	6.73

-----  
IRON0084-011 06/01/2017

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 23.27	7.12

-----  
PLUM0142-009 07/01/2017

	Rates	Fringes
HVAC MECHANIC (HVAC Electrical Temperature Control Installation Only).....	\$ 30.25	11.80
HVAC MECHANIC (HVAC Unit Installation Only).....	\$ 30.25	11.80
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 30.25	11.80
PLUMBER (Excludes HVAC Pipe Installation).....	\$ 30.25	11.80

-----  
SFTX0669-002 04/01/2017

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 29.03	15.84

-----  
\* SHEE0067-004 04/01/2018

	Rates	Fringes
Sheet metal worker		

Excludes HVAC Duct		
Installation.....	\$ 26.35	15.29
HVAC Duct Installation Only..	\$ 26.35	15.29

SUTX2014-006 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 22.15	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 17.83	0.00
CARPENTER (Form Work Only).....	\$ 13.63	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 16.86	4.17
CAULKER.....	\$ 15.00	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 22.27	5.30
DRYWALL FINISHER/TAPER.....	\$ 13.81	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 15.18	0.00
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 20.39	3.04
IRONWORKER, REINFORCING.....	\$ 12.27	0.00
LABORER: Common or General.....	\$ 10.75	0.00
LABORER: Mason Tender - Brick...	\$ 11.88	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.00	0.00
LABORER: Pipelayer.....	\$ 11.00	0.00
LABORER: Roof Tearoff.....	\$ 11.28	0.00
LABORER: Landscape and Irrigation.....	\$ 8.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.98	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 14.00	0.00
OPERATOR: Bulldozer.....	\$ 14.00	0.00
OPERATOR: Drill.....	\$ 14.50	0.00
OPERATOR: Forklift.....	\$ 12.50	0.00
OPERATOR: Grader/Blade.....	\$ 23.00	5.07



OPERATOR: Loader.....	\$ 12.79	0.00
OPERATOR: Mechanic.....	\$ 18.75	5.12
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03	0.00
OPERATOR: Roller.....	\$ 12.00	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping.....	\$ 13.07	0.00
ROOFER.....	\$ 12.00	0.00
TILE FINISHER.....	\$ 11.32	0.00
TILE SETTER.....	\$ 14.94	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11

-----

WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

## Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

## Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

## Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

---

## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey



program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

- 2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

- 3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

- 4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

## RFP ATTACHMENT M

### PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFCSP Attachment A Part One	
Experience, Background & Qualifications RFCSP Attachment A Part Two	
Proposed Plan RFCSP Attachment A Part Three	
Price Schedule RFCSP Attachment B	
+Contracts Disclosure form	
Litigation Disclosure RFCSP Attachment C	
+SBEDA Form RFCSP Attachment D; and Associated Certificates, if applicable	
* Veteran-Owned Small Business Program Tracking Form RFCSP Attachment E	
+Proposal Bond and Associated Power-of-Attorney	
* Certificate of Interested Parties (Form 1295)	
Proof of Insurability Insurance Provider's Letter Copy of Current Certificate of Insurance	
Financial Information	
+Signature Page (only required for a hard copy submission) RFCSP Section 007.	
Proposal Checklist RFCSP Attachment M	
+ Addendum, if any	
One <b>COMPLETE</b> (1) Original, <b>5</b> hard copies <b>WITH ONLY TABS and documents for Executive Summary; General Information Form; Experience, Background, and Qualifications; and Proposed Plan (NO SBEDA or PRICING TO BE INCLUDED in the 5 copies)</b> and one (1) CD or USB flash drive of entire proposal in PDF format.	

+ Documents marked with a "+" on this checklist require a signature.

**Be sure all forms that require a signature are done so prior to submittal of proposal.**