



CITY OF SAN ANTONIO
Finance Department - Purchasing Division

FORMAL INVITATION FOR BID ("IFB") NO.: 6100012417

ACOUSTICAL DESK MOUNTED SCREENS & TABLES FOR CITY HALL

Date Issued: DECEMBER 23, 2019

BIDS MUST BE RECEIVED NO LATER THAN:
2:00 P.M., CENTRAL TIME, JANUARY 15, 2020

Bids may be submitted by any of the following means:

Electronic submission through the Portal

Hard copy in person or by mail

Address for hard copy responses:

Physical Address:

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

"ACOUSTICAL DESK MOUNTED SCREENS & TABLES FOR CITY HALL"

Bid Due Date: 2:00 P.M., CENTRAL TIME, JANUARY 15, 2020

Bid No.: 6100012417

Bidder's Name and Address

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NO

DBE / ACDBE Requirements: NO

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

Pre-Submittal Conference * YES

* If YES, the Pre-Submittal Conference will be held on January 7, 2020 at 1:00 PM Central Time, at Riverview Towers, Hill Country Conference Room, 11th Floor, 111 Soledad, San Antonio, TX 78205.

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

Email: OFELIO.MUNIZ@SANANTONIO.GOV

SBEDA Contact Information: LUCY BARBOSA, 210-207-3910

Email: LUCY.BARBOSA@SANANTONIO.GOV

002 - TABLE OF CONTENTS

002 - TABLE OF CONTENTS	2
003 - INSTRUCTIONS FOR BIDDERS	3
004 - SPECIFICATIONS / SCOPE OF SERVICES	9
005 - SUPPLEMENTAL TERMS & CONDITIONS	14
006 - GENERAL TERMS & CONDITIONS	17
007 - SIGNATURE PAGE	22
008 - STANDARD DEFINITIONS	23
009 - ATTACHMENTS	25

003 - INSTRUCTIONS FOR BIDDERS

Submission of Bids.

Submission of Hard Copy Bids. Submit one original bid, signed in ink, and two copies of the bid enclosed in a sealed envelope addressed to the City Clerk at the address and by the due date provided on the Cover Page. The name and address of Bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

Bidders may submit written questions, or objections to specifications, concerning this IFB to the Staff Contact Person listed on the Cover Page on or before 7 calendar days prior to the date bids are due. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

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 required SBEDA forms. The point of contact may be reached by telephone at (210) 207-3922 or by e-mail at SBEDAdocs@sanantonio.gov. This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.

Pre-Submittal Conference.

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

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

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

Changes to IFB.

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

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

Preparation of Bids.

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

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

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

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

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

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

Description of Supplies.

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

Confidential or Proprietary Information. All bids become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Bidder should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Bidder may not be considered confidential under Texas law, or pursuant to a

Court order. Note that pursuant to state law, bids are opened publicly and read aloud. In addition, bids are tabulated and posted to the City's website, so shall not be considered proprietary or confidential.

Interlocal Participation.

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

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

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

Rejection of Bids.

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

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

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

The bid is conditional; or

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

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

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

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

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

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

Evaluation and Award of Contract.

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

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

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

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

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

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

Inspection of Facilities/Equipment.

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

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

Prompt Payment Discount.

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

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

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

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

Bid Protest Procedures.

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

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

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

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

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

By submitting a bid, Bidder warrants and certifies, and a contract awarded pursuant to this solicitation 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

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.

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.0 SCOPE:

The City of San Antonio is soliciting bids for a Contractor to provide, deliver, and install acoustical desk mounted screens, and Motus Table and Lectern in accordance with the specifications listed herein. Items are part of the renovation of Historic City Hall, located at 100 Military Plaza, San Antonio, Texas 78205. Contractor shall be required to complete the project as early as May 1, 2020 but no later than June 30, 2020 and have the ability to store these items through the month of June, if necessary.

4.1 GENERAL REQUIREMENTS:

4.1.1 Acoustical desk mounted screens shall be BuzziWrap Desk and BuzziFront Desk by BuzziSpace Studio, or a City approved equal, and Motus Tables and Lectern or City approved equal.

4.1.2 Contractor shall supply all labor and materials necessary for the proper execution of this contract and completion of the work.

4.1.3 Contractor shall provide full time supervision and properly skilled craftsman to perform the work required under this bid solicitation.

4.1.4 Work shall be conducted Monday through Friday during the hours of 8:00 AM until 4:00 PM CT. City will inform Contractor of project start date, as City will need to install other furniture prior to delivery and installation of these items. City does not have the resources to warehouse the items.

4.2 CITY RESPONSIBILITIES:

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

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

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

4.2.4 City will provide the following items for completion of the specified work:

- a. Access to work area, including designated locations near work area to park and mobilize equipment.

4.3 CONTRACTOR RESPONSIBILITIES:

4.3.1 Site Conditions: Contractor shall familiarize himself/herself with each of the sites and be held to have examined and be satisfied with the terrain and conditions which may affect the work under which he/she will be obligated to perform the work or that will in any manner affect listed herein.

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

4.3.3 Uniform and ID Badges: Ensure that all contractor personnel, including any subcontractors, wear uniforms and an ID Badge at all times. At the City's request, the contractor may be requested to conduct employee background checks, to the extent allowable by law, including, at a minimum, references and prior employment histories to the extent necessary to verify representations made by said employees relative to their employment in the preceding five years. Contractor's employees, trucks, apparatus, etc. shall be under escort by badged, authorized representative(s). Security requirements dictate that contractor's equipment must be easily identified by a company logo.

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

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

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

4.4 SPECIFICATIONS:

4.4.1 Category I: Acoustical Desk Mounted Screens

A. Composition:

1. 100% Recycled Polyethylene Terephthalate (P.E.T.) Felt with Latex Backing having weight 29.49 oz/square yard.
2. Construction:
 - a. Cover: Felt P.E.T.
 - b. Core: Honeycomb cardboard and poplar wood substructure for support and attachment.
3. Flammability: ASTM E84 Class A Certified
4. Fastness to Light: 5
5. Finish: Felt. See attached schedules for colors.
6. Corners: Rounded with stitching around perimeter

4.4.2 Acoustic Performance

- ###### A. NRC Rating per ASTM C423: .35

4.4.3 BuzziWrap Desks and BuzziFront Desks by BuzziSpace Studio, or a City approved equal (Items 1-6)

<u>ITEM</u>	<u>DESCRIPTION</u>
1	Model: Partial Wrap, either Right Wrap or Left Wrap (front of desk and one side), BuzziWrap or a City approved equal (<i>Refer to Exhibit 1 & Exhibit 2</i>) <ol style="list-style-type: none"> a) Total Number Right Wrap in Project: 29 b) Total Number Left Wrap in Project: 41 c) Length: Front – 63" (160 cm) d) Width: Side – measured at worktop level 15 3/4" (40 cm) e) Height: 43 1/4" (110 cm) f) Thickness: 1 3/8" (3.5 cm) g) Alu Color (RAL 9006)
2	Model: Front of Desk–Modesty Panel (no sides),BuzziFront or a City approved equal (<i>Refer to Exhibit 3</i>) <ol style="list-style-type: none"> a) Total Number in Project: 1 b) Length: Front – 63" (160 cm) c) Height: 36" (90 cm) d) Thickness: 1 3/8" (3.5 cm) e) Alu Color (RAL 9006)

<u>ITEM</u>	<u>DESCRIPTION</u>
3	Model: Front of Desk (no sides), BuzziFront or a City approved equal (<i>Refer to Exhibit 4</i>) a) Total Number in Project: 2 b) Length: Front – 63” (160 cm) c) Height: 43 1/4” (110 cm) d) Thickness: 1 3/8” (3.5 cm) e) Alu Color (RAL 9006)
4	Model: Full Wrap (front of desk and two sides), BuzziWrap or a City approved equal (<i>Refer to Exhibit 5</i>) a) Total Number in Project: 1 b) Length: Front – 72” (182.88 cm) c) Width: Side – measured at worktop level 15 3/4” (40 cm) d) Height: 43 1/4” (110 cm) e) Thickness: 1 3/8” (3.5 cm) f) Alu Color (RAL 9006)
5	Installation of all items.

<u>ITEM</u>	<u>DESCRIPTION</u>
6	Freight for all items.

4.4.4 Attachments:

- A. Threaded inserts into interior wood of panel for stability.
- B. Clamps/Brackets/Fixes: Metal, powder coated clamps for attachment to workstations that do not require drilling into the worksurface.
 - a. Fix: worktop thickness range - 1.10” (28 mm) to 2.28” (58 mm).
 - b. Spacer or Distance Holder: Required to mount the screen away from the backside of the worksurface to enable passage of electrical cables/cords.

4.4.5 Installation:

- A. Product vendor to install screens at project site. Coordinate delivery and installation with City.
- B. Install screens after desks have been fully assembled by desk vendor.

4.4.6 Protection:

- A. Protect products until completion of project.
- B. Replace damaged products before final completion.

4.4.7 Category II: Motus Tables and Lectern or City Approved Equal (Items 1 – 10) (*Refer to Exhibit 6*)

<u>ITEM</u>	<u>DESCRIPTION</u>
1	MUMT33048048 -MOBILE MOTUS SQUARE TABLE WITH WOOD EDGE AND CUBE BASE, LEVELING , UNIVERSAL GANGIN, AND AUTO-LOCK CASTER a. QUANTITY 8 b. 48”X 48”X29”H c. STANDARD WOOD VENEER-TBD d. BOOK MATCH VENEER e. STANDARD GRAIN f. METAL BASE FINISH: TBD g. NO GROMMET, NO POWER h. TAG FOR: ROOM 10

<u>ITEM</u> 2	<u>DESCRIPTION</u> MUML01273045 -MOBILE, MOTUS LECTERN a. QUANTITY 1 b. 27.3DX30WX44.6H c. STANDARD WOOD VENEER-TBD d. FLAT CUT e. BOOK MATCH VENEER f. METAL BASE: TBD g. SLANTED WORKSURFACE POSITION h. SWIVEL LAPTOP TRAY i. TAG FOR ROOM: 105
<u>ITEM</u> 3	<u>DESCRIPTION</u> MUMT33048048 -CB-MOBILE MOTUS SQUARE TABLE WITH WOOD EDGE AND CUBE BASE, LEVELING, UNIVERSAL GANGIN, AND AUTO-LOCK CASTER a. QUANTITY 1 b. 48D 48WX29H c. WOOD VENEER: TBD d. FLAT CUT e. BOOK MATCH VENEER f. METAL BASE FINISH: TBD g. DUAL FLIP POWER GROMMETS (3 AC OUTLETS) h. STARTER TABLE WITH PLUG-IN AC BASE POWER FEED i. TAG FOR: ROOM 106
<u>ITEM</u> 4	<u>DESCRIPTION</u> SC70-314-17 MAAP ONE RJ-45 FEMALE TO PUNCH DOWN FOR CAT6-LEVITON, BLACK (SINGE SPACE) a. QUANTITY 1
<u>ITEM</u> 5	<u>DESCRIPTION</u> SC70-617-12 MAAP ONE HDMI FEMALE TO FEMALE ON '10 PIGTAIL, BLACK (SINGLE SPACE) QUANTITY 1
<u>ITEM</u> 6	<u>DESCRIPTION</u> MOTUS GROMMET -EACH MOTUS TABLE GROMMET INCLUDES (4) TECH SLOTS FOR USE WITH EXTRON MAAP PLATES PROVIDED AND INSTALLED BY OTHERS. a. QUANTITY 1
<u>ITEM</u> 7	<u>DESCRIPTION</u> MUMT01048096 -MW-FB- MOBILE MOTUS TABLE WITH METAL EDGE AND FULL BASE, LEVELING, UNIVERSAL GANGIN AND AUTO-LOCK CASTER a. QUANTITY 1 b. 48DX96WX29H c. STANDARD WOOD VENEER d. FLAT CUT e. BOOK MATCH VENEER f. STANDARD GRAIN DIRECTION g. METAL FINISH: TBD h. NO MODESTY PANEL i. 2 DUAL FLIP POWER GROMMETS (3 AC OUTLETS EACH) j. STARTER TABLE WITH 13" SMARTFEED QUICK CONNECT BASE

<u>ITEM</u>	<u>DESCRIPTION</u>
8	MUMT01048096 -MW-FB- MOBILE MOTUS TABLE WITH METAL EDGE AND FULL BASE, LEVELING, UNIVERSAL GANGIN AND AUTO-LOCK CASTER <ul style="list-style-type: none"> a. QUANTITY 3 b. 48DX96WX39H c. STANDARD WOOD VENEER d. FLAT CUT e. BOOK MATCH VENEER f. STANDARD GRAIN DIRECTION g. METAL FINISH: TBD h. NO MODESTY PANEL i. 2 DUAL FLIP POWER GROMMETS (3 AC OUTLETS EACH) j. ADDER TABLE WITH JUMPER POWER FEED

<u>ITEM</u>	<u>DESCRIPTION</u>
9	Installation of all items.

<u>ITEM</u>	<u>DESCRIPTION</u>
10	Freight for all items.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

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

Change Orders.

Notwithstanding anything stated to the contrary in Section 006 – General Terms & Conditions, in order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

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

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

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

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

Insurance.

Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department – Purchasing Division, which shall be clearly labeled “ACOUSTICAL DESK MOUNTED SCREENS & TABLES FOR CITY HALL” in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Finance Department – Purchasing Division. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

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

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

INSURANCE TYPE	LIMITS
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)

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

As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Vendor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Vendor shall pay any costs incurred resulting from said changes.

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

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

Name City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with City, with the exception of the workers' compensation and professional liability policies;

Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy;

Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of City; and

Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

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

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

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

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

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

Non-Discrimination.

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.

Incorporation of Attachments.

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

Attachment A – Price Schedule

Attachment B – Small Business Economic Development Advocacy Ordinance Compliance Provisions

Attachment C – Subcontractor/Supplier Utilization Plan

Attachment D – Local Preference Program Identification Form

Attachment E – Certificate of Interested Parties (Form 1295)

Attachment F – Veteran-Owned Small Business Preference Program (VOSB) Ordinance

Attachment G – Veteran-Owned Small Business Program Tracking Form

Exhibit 1 – Category 1, Item 1: Partial Wrap, Right Wrap

Exhibit 2 – Category 1, Item 1: Partial Wrap, Left Wrap

Exhibit 3 – Category 1, Item 2: Front of Desk (Modesty Panel)

Exhibit 4 – Category 1, Item 3: Front of Desk (no sides)

Exhibit 5 – Category 1, Item 4: Full Wrap (front of desk and two sides)

Exhibit 6 – Category 2, Items 1-10: Motus Tables and Lectern

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

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

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

Invoicing and Payment.

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

Information Required On Invoice.

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

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

Payment by City.

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

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

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

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

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

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

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished may be approved by the Director, provided that such change orders:

- are made in writing, signed by the Director;
- do not involve an increase or decrease in contract price of more than \$25,000; and
- sufficient funds have already been allocated by City or are available to the Director to cover any increase in contract price.

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, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

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

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

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

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

INDEMNIFICATION.

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

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

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

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

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period

established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

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

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

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

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

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

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

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

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

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

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

Prohibition on Contracts with Companies Boycotting Israel.

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

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

This section only applies to a contract that:

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

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

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

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

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

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

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

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

007 - SIGNATURE PAGE

Signature Page.

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

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

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

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

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

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

Bidder Information Please Print or Type

Vendor ID No.	_____
Signer's Name	_____
Name of Business	_____
Street Address	_____
City, State, Zip Code	_____
Email Address	_____
Telephone No.	_____
Fax No.	_____
City's Solicitation No.	_____

Signature of Person Authorized to Sign Bid

008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009 – ATTACHMENTS

ATTACHMENT A

Local Preference Program

In accordance with Chapter 271, Texas Local Government Code, the City adopted a policy, known as the Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII. If this solicitation is subject to the Local Preference Program, the Local Preference Identification Form will be attached. In order to receive consideration, the local bidder must complete and return the Local Preference Identification Form. For more information on the program, refer to the Local Preference Program Identification Form, if attached to this solicitation, or to the City Code. All bidders are required to complete and submit the Local Preference Identification form, regardless of the location of their business.

PRICE SCHEDULE

Category I: Acoustical Desk Mounted Screens, or City Approved Equal

ITEM 1

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
	Model: Partial Wrap, either Right Wrap or Left Wrap (front of desk and one side), BuzziWrap or a City approved equal		
29 EA	A.) Right Wrap	\$ _____	\$ _____
	Manufacturer _____		
	Model _____		
41 EA	B.) Left Wrap	\$ _____	\$ _____
	Manufacturer _____		
	Model _____		

ITEM 2

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
1 EA	Model: Front of Desk – Modesty Panel (no sides), BuzziFront or a City approved equal	\$ _____	\$ _____
	Manufacturer _____		
	Model _____		

ITEM 3

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
2 EA	Model: Front of Desk (no sides), BuzziFront or a City approved equal	\$ _____	\$ _____
	Manufacturer _____		
	Model _____		

ITEM 4

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
1 EA	Model: Full Wrap (front of desk and two sides), BuzziWrap or a City approved equal	\$_____	\$_____
	Manufacturer_____		
	Model_____		

ITEM 5

<u>Quantity</u>	<u>Description</u>	<u>Total Price</u>
1 EA	Total Installation	\$_____

ITEM 6

<u>Quantity</u>	<u>Description</u>	<u>Total Price</u>
1 EA	Total Freight	\$_____

Category I Total Cost \$_____

Category II: Motus Tables & Lectern, or City Approved Equal**ITEM 1**

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
8 EA	MOBILE MOTUS SQUARE TABLE WITH WOOD EDGE AND CUBE BASE, LEVELING, UNIVERSAL GANGIN, AND AUTO-LOCK CASTER	\$_____	\$_____
	Manufacturer_____		
	Model_____		

ITEM 2

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
1 EA	MOBILE, MOTUS LECTERN	\$_____	\$_____
	Manufacturer_____		
	Model_____		

ITEM 3

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
1 EA	CB-MOBILE MOTUS SQUARE TABLE WITH WOOD EDGE AND CUBE BASE, LEVELING, UNIVERSAL GANGIN, AND AUTO-LOCK CASTER	\$ _____	\$ _____
	Manufacturer _____		
	Model _____		

ITEM 4

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
1 EA	MAAP ONE RJ-45 FEMALE TO PUNCH DOWN FOR CAT6-LEVITON, BLACK (SINGE SPACE)	\$ _____	\$ _____
	Manufacturer _____		
	Model _____		

ITEM 5

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
1 EA	MAAP ONE HDMI FEMALE TO FEMALE ON '10 PIGTAIL, BLACK (SINGLE SPACE)	\$ _____	\$ _____
	Manufacturer _____		
	Model _____		

ITEM 6

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
1 EA	MOTUS TABLE GROMET	\$ _____	\$ _____
	Manufacturer _____		
	Model _____		

ITEM 7

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
1 EA	MW-FB- MOBILE MOTUS TABLE WITH METAL EDGE AND FULL BASE, LEVELING, UNIVERSAL GANGIN AND AUTO-LOCK CASTER	\$ _____	\$ _____
	Manufacturer _____		
	Model _____		

ITEM 8

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
1 EA	MW-FB- MOBILE MOTUS TABLE WITH METAL EDGE AND FULL BASE, LEVELING, UNIVERSAL GANGIN AND AUTO-LOCK CASTER	\$ _____	\$ _____
	Manufacturer _____		
	Model _____		

ITEM 9

<u>Quantity</u>	<u>Description</u>	<u>Total Price</u>
1 EA	Total Installation	\$ _____

ITEM 10

<u>Quantity</u>	<u>Description</u>	<u>Total Price</u>
1 EA	Total Freight	\$ _____

Category II Total Cost \$ _____

Prompt payment discount _____ % _____ days (if no discount offered 30 days will apply)

ATTACHMENT – B

SBEDA ORDINANCE COMPLIANCE PROVISIONS

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM Acoustical Desk Screens and Tables for City Hall Renovation Exhibit 1

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. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiatives to this contract.

None. There are no Affirmative Procurement Initiatives being applied to this contract.

C. 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.

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;
 - II.
1. 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;
 - III.
1. 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;
 - IV.

1. 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.

V.

1. 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.

VI.

1. 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.

VII.

1. 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.

VIII.

1. 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.

IX.

For more information please see link: <http://www.sanantonio.gov/SBO/Compliance>

X.

A. 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;

XI.

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;

XII.

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

XIII.

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.

XIV.

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).

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. 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. The M/WBE Annual Aspirational Goals for FY 2018 are:

Construction – 44.4%
Architecture and Engineering – 30.6%
Professional Services – 39.7%

Other Services – 54.8%
Goods and Supplies – 42.1%

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 1/16th 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 (SAMSAs), 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 (SAMSAs) – 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 (SAMSAs), 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.

ATTACHMENT C

SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

(Posted as Separate Document)

ATTACHMENT D

LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM

(Posted as Separate Document)

ATTACHMENT E

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

Form 1295 must be completed online. 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.

Print and sign 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.

ATTACHMENT F

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSB) ORDINANCE

Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, 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 as Attachment F.

Respondent must complete and return the attached Veteran-Owned Small Business Program Tracking Form.

ATTACHMENT G

VETERAN-OWNED SMALL BUSINESS PROGRAM TRACKING FORM

(Posted as Separate Document)

EXHIBIT 1

Category 1, Item 1: Partial Wrap, Right Wrap

(Posted as Separate Document)

EXHIBIT 2

Category 1, Item 1: Partial Wrap, Left Wrap

(Posted as Separate Document)

EXHIBIT 3

Category 1, Item 2: Front of Desk (Modesty Panel)

(Posted as Separate Document)

EXHIBIT 4

Category 1, Item 3: Front of Desk (no sides)

(Posted as Separate Document)

EXHIBIT 5

Category 1, Item 4: Full Wrap (front of desk and two sides)

(Posted as Separate Document)

EXHIBIT 6

Category 2, Items 1-10: Motus Tables and Lectern

(Posted as Separate Document)

007 - SIGNATURE PAGE

Signature Page.

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

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

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

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

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

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

Bidder Information
Please Print or Type

Vendor ID No. 1018710

Signer's Name Jamie Watson

Name of Business Wittigs Office Interiors

Street Address 2018 Ave B, Suite 300

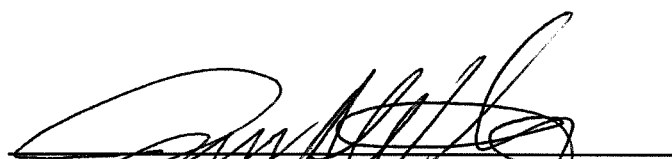
City, State, Zip Code San Antonio, Texas, 78215

Email Address jamie.watson@wittigs.com

Telephone No. 210.849.9401

Fax No. 210.270.0118

City's Solicitation No. IFB # 6100012417


Signature of Person Authorized to Sign Bid

009 – ATTACHMENTS

ATTACHMENT A – PRICE SCHEDULE, Rev. 1, Dated: 1/08/2020

Local Preference Program

In accordance with Chapter 271, Texas Local Government Code, the City adopted a policy, known as the Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII. If this solicitation is subject to the Local Preference Program, the Local Preference Identification Form will be attached. In order to receive consideration, the local bidder must complete and return the Local Preference Identification Form. For more information on the program, refer to the Local Preference Program Identification Form, if attached to this solicitation, or to the City Code. All bidders are required to complete and submit the Local Preference Identification form, regardless of the location of their business.

Category I: Acoustical Desk Mounted Screens, or City Approved Equal (Items 1-6)

ITEM 1

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
	Model: Partial Wrap, either Right Wrap or Left Wrap (front of desk and one side), BuzziWrap or a City approved equal		
29 EA	A.) Right Wrap Manufacturer <u>Haworth Buzzi</u> Model <u>TS00-2Z31</u>	\$ <u>803.73</u>	\$ <u>23,308.17</u>
41 EA	B.) Left Wrap Manufacturer <u>Haworth Buzzi</u> Model <u>TS00-2Z32</u>	\$ <u>803.73</u>	\$ <u>32,952.93</u>

ITEM 2

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
1 EA	Model: Front of Desk – Modesty Panel (no sides), BuzziFront or a City approved equal Manufacturer <u>Haworth Buzzi</u> Model <u>HCBZ-FDS1-62R1F</u>	\$ <u>629.38</u>	\$ <u>629.38</u>

ITEM 3

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
2 EA	Model: Front of Desk (no sides), BuzziFront or a City approved equal	\$ 689.83	\$ 1379.66
	Manufacturer <u>Haworth Buzzi</u>		
	Model <u>HCBZ-FDS3-62R1F</u>		

ITEM 4

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
1 EA	Model: Full Wrap (front of desk and two sides), BuzziWrap or a City approved equal	\$ 1485.46	\$ 1485.46
	Manufacturer <u>Haworth Buzzi</u>		
	Model <u>TS00-2Z30</u>		

ITEM 5

<u>Quantity</u>	<u>Description</u>	<u>Total Price</u>
1 EA	Total Installation	\$ 2707.30

ITEM 6

<u>Quantity</u>	<u>Description</u>	<u>Total Price</u>
1 EA	Total Freight	\$ 0.00

Category I Total Cost \$ 62,462.90

Category II: Motus Tables & Lectern, or City Approved Equal (Items 1-16)**ITEM 1**

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
1 EA	MOBILE MOTUS SQUARE TABLE WITH WOOD EDGE AND CUBE BASE, LEVELING,		

UNIVERSAL GANGING, & AUTO-LOCK CASTER

\$ 5026.85

\$ 5026.85

Manufacturer Halcon Motus

Model MUMT33048048

ITEM 2

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
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1 EA	HEIGHT ADJUSTABLE MOBILE, MOTUS		
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LECTERN WITH METAL SCREEN

\$ 5764.55

\$ 5764.55

Manufacturer Halcon Motus

Model MUMLH1273045

ITEM 3

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
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1 EA	CB-MOBILE MOTUS SQUARE TABLE WITH WOOD		
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EDGE AND CUBE BASE, LEVELING, UNIVERSAL

GANGING, AND AUTO-LOCK CASTER

\$ 6029.00

\$ 6029.00

Manufacturer Halcon Motus

Model MUMT33048048-CB

ITEM 4

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
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1 EA	MAAP ONE RJ-45 FEMALE TO PUNCH DOWN		
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FOR CAT6-LEVITON, BLACK (SINGLE SPACE)

\$ 69.30

\$ 69.30

Manufacturer Halcon Motus

Model SC70-314-17

ITEM 5

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
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1 EA	MAAP ONE HDMI FEMALE TO FEMALE ON		
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10 PIGTAIL, BLACK (SINGLE SPACE)

\$ 110.25

\$ 110.25

Manufacturer Halcon Motus

Model SC70-617-12

ITEM 6

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
1 EA	MOTUS TABLE GROMET	\$ 66.75	\$ 66.75
	Manufacturer <u>Halcon Motus</u>		
	Model <u>Grommet</u>		

ITEM 7

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
2 EA	FB-MOBILE MOTUS TABLE WITH METAL EDGE AND FULL BASE, LEVELING, UNIVERSAL GANGING AND AUTO-LOCK CASTER	\$ 6380.40	\$ 12,760.80
	Manufacturer <u>Halcon Motus</u>		
	Model <u>MUMT01048096-FB</u>		

ITEM 8

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
2 EA	MAAP ONE RJ-45 FEMALE TO PUNCH DOWN FOR CAT6-LEVITON, BLACK (SINGE SPACE)	\$ 69.30	\$ 138.60
	Manufacturer <u>Halcon Motus</u>		
	Model <u>SC70-314-17</u>		

ITEM 9

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
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2 EA MAAP ONE HDMI FEMALE TO FEMALE ON

'10 PIGTAIL, BLACK (SINGLE SPACE)

\$ 110.25

\$ 220.50

Manufacturer Halcon Motus

Model SC70-617-12

ITEM 10

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
2 EA	MOBILE MOTUS TABLE WITH METAL EDGE AND FULL BASE, LEVELING, UNIVERSAL GANGING AND AUTO-LOCK CASTER	\$ <u>6380.39</u>	\$ <u>12,760.78</u>
	Manufacturer <u>Halcon Motus</u>		
	Model <u>MUMT01048096-FB</u>		

ITEM 11

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
6 EA	MOBILE MOTUS FLIP-UP TABLE WITH METAL EDGE AND T-BASE, LEVELING, UNIVERSAL GANGING AND AUTO-LOCK CASTER	\$ <u>4894.90</u>	\$ <u>29,369.40</u>
	Manufacturer <u>Halcon Motus</u>		
	Model <u>MUMT01030060-TB</u>		

ITEM 12

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
3 EA	MOBILE MOTUS FLIP-UP TABLE WITH METAL EDGE AND T-BASE, LEVELING, UNIVERSAL GANGING AND AUTO-LOCK CASTER	\$ <u>4894.90</u>	\$ <u>14,684.70</u>
	Manufacturer <u>Halcon Motus</u>		
	Model <u>MUMT01030060-TBX&TB</u>		

ITEM 13

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
3 EA	MAAP ONE RJ-45 FEMALE TO PUNCH DOWN FOR CAT6-LEVITON, BLACK (SINGE SPACE)	\$ <u>69.30</u>	\$ <u>207.90</u>
	Manufacturer <u>Halcon Motus</u>		
	Model <u>SC70-617-314-17</u>		

ITEM 14

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
3 EA	MAAP ONE HDMI FEMALE TO FEMALE ON '10 PIGTAIL, BLACK (SINGLE SPACE)	\$ <u>110.25</u>	\$ <u>330.75</u>
	Manufacturer <u>Halcon Motus</u>		
	Model <u>SC70-617-12</u>		

ITEM 15

<u>Quantity</u>	<u>Description</u>	<u>Total Price</u>
1 EA	Total Installation	\$ <u>1294.00</u>

ITEM 16

<u>Quantity</u>	<u>Description</u>	<u>Total Price</u>
1 EA	Total Freight	\$ <u>9719.20</u>

Category II Total Cost \$ 98,553.33

Prompt payment discount _____% _____days (if no discount offered 30 days will apply)



ADDENDUM I

SUBJECT: Acoustical Desk Mounted Screens & Tables for City Hall, Formal Invitation for Bid (IFB) 6100012417, Scheduled to Open: January 15, 2020; Date of Issue: December 23, 2019

FROM: Norbert Dziuk, Procurement Operations Lead

DATE: January 9, 2020

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

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

1. IFB Section 004 Specifications/Scope of Services, 4.0 SCOPE, is hereby amended to read as:

4.0 SCOPE:

The City of San Antonio is soliciting bids for a Contractor to provide, deliver, and install acoustical desk mounted screens, and Motus Tables and Lectern in accordance with the specifications listed herein. Items are part of the renovation of Historic City Hall, located at 100 Military Plaza, San Antonio, Texas 78205. Contractor shall be required to complete the project as early as May 1, 2020 for the acoustical desk mounted screens and as early as May 15, 2020 for the Motus Tables and Lectern but no later than June 30, 2020 and have the ability to store these items through the month of June, if necessary.

2. IFB Section 004 Specifications/Scope of Services, 4.4 SPECIFICATIONS, 4.4.7 Category II: Motus Tables and Lectern or City Approved Equal (Items 1 – 10), is hereby amended to read as:

4.4.7 Category II: Motus Tables and Lectern or City Approved Equal (Items 1 – 16)

<u>ITEM</u>	<u>DESCRIPTION</u>
1	MUMT33048048-MOBILE MOTUS SQUARE TABLE WITH WOOD EDGE AND CUBE BASE, LEVELING, UNIVERSAL GANGING, AND AUTO-LOCK CASTER
	a. QUANTITY 1
	b. 48"X 48'X29'H
	c. STANDARD WOOD VENEER-TBD
	d. BOOK MATCH VENEER
	e. STANDARD GRAIN
	f. METAL BASE FINISH: TBD
	g. NO GROMMET, NO POWER
	h. TAG FOR: ROOM 102C

<u>ITEM</u>	<u>DESCRIPTION</u>
2	MUMLH1273045-HEIGHT ADJUSTABLE MOBILE, MOTUS LECTERN WITH METAL SCREEN

- a. QUANTITY 1
- b. 27.3DX30WX44.6H (VARIES)
- c. STANDARD WOOD VENEER-WALNUT / WA20S4
- d. FLAT CUT
- e. BOOK MATCH VENEER
- f. PENCIL LIP / METAL BASE: BRUSHED SATIN ALUMINUM
- g. SLANTED WORKSURFACE POSITION
- h. SWIVEL LAPTOP TRAY
- i. METAL SCREEN: BRUSHED SATIN ALUMINUM
- j. (2) CUSTOM GROMMET SLEEVE, DIAMETER AND FINISH: TBD
- k. TAG FOR ROOM: 105

<u>ITEM</u>	<u>DESCRIPTION</u>
3	MUMT33048048-CB-MOBILE MOTUS SQUARE TABLE WITH WOOD EDGE AND CUBE BASE, LEVELING, UNIVERSAL GANGING, AND AUTO-LOCK CASTER

- a. QUANTITY 1
- b. 48DX48WX29H
- c. WOOD VENEER: TBD
- d. FLAT CUT
- e. BOOK MATCH VENEER
- f. METAL BASE FINISH: TBD
- g. DUAL FLIP POWER GROMMETS (3 AC OUTLETS)
- h. STARTER TABLE WITH 36" SMARTFEED QUICK CONNECT BASE
- i. TAG FOR: ROOM 106

<u>ITEM</u>	<u>DESCRIPTION</u>
4	SC70-314-17 MAAP ONE RJ-45 FEMALE TO PUNCH DOWN FOR CAT6-LEVITON, BLACK (SINGLE SPACE)

- a. QUANTITY 1

<u>ITEM</u>	<u>DESCRIPTION</u>
5	SC70-617-12 MAAP ONE HDMI FEMALE TO FEMALE ON '10 PIGTAIL, BLACK (SINGLE SPACE)

QUANTITY 1

<u>ITEM</u>	<u>DESCRIPTION</u>
6	MOTUS GROMMET-EACH MOTUS TABLE GROMMET INCLUDES (4) TECH SLOTS FOR USE WITH EXTRON MAAP PLATES PROVIDED AND INSTALLED BY OTHERS.

a. QUANTITY 1

<u>ITEM</u>	<u>DESCRIPTION</u>
7	MUMT01048096-FB- MOBILE MOTUS TABLE WITH METAL EDGE AND FULL BASE, LEVELING, UNIVERSAL GANGING AND AUTO-LOCK CASTER

- a. QUANTITY 2
- b. 48DX96WX29H
- c. STANDARD WOOD VENEER
- d. FLAT CUT
- e. BOOK MATCH VENEER
- f. STANDARD GRAIN DIRECTION
- g. METAL FINISH: TBD
- h. NO MODESTY PANEL
- i. 2 DUAL FLIP POWER GROMMETS (3 AC OUTLETS EACH)
- j. STARTER TABLE WITH 24" SMARTFEED QUICK CONNECT BASE POWER FEED
- k. TAG FOR ROOM: 118

<u>ITEM</u>	<u>DESCRIPTION</u>
8	SC70-314-17 MAAP ONE RJ-45 FEMALE TO PUNCH DOWN FOR CAT6-LEVITON, BLACK (SINGE SPACE)

a. QUANTITY 2

<u>ITEM</u>	<u>DESCRIPTION</u>
9	SC70-617-12 MAAP ONE HDMI FEMALE TO FEMALE ON '10 PIGTAIL, BLACK (SINGLE SPACE)

a. QUANTITY 2

<u>ITEM</u>	<u>DESCRIPTION</u>
10	MUMT01048096-FB- MOBILE MOTUS TABLE WITH METAL EDGE AND FULL BASE, LEVELING, UNIVERSAL GANGING AND AUTO-LOCK CASTER

- a. QUANTITY 2
- b. 48DX96WX39H
- c. STANDARD WOOD VENEER
- d. FLAT CUT
- e. BOOK MATCH VENEER

- f. STANDARD GRAIN DIRECTION
- g. METAL FINISH: BRUSHED SATIN ALUMINUM
- h. NO MODESTY PANEL
- i. 2 DUAL FLIP POWER GROMMETS (2 AC OUTLETS EACH)
- j. ADDER TABLE WITH JUMPER POWER FEED
- k. TAG FOR ROOM:118

ITEM **DESCRIPTION**

11 **MUMT01030060-TB- MOBILE MOTUS FLIP-UP TABLE WITH WOOD EDGE AND T-BASE, LEVELING, UNIVERSAL GANGING, AND AUTO-LOCK CASTER**

- a. QUANTITY 6
- b. 30DX60WX29H
- c. STANDARD WOOD VENEER
- d. FLAT CUT
- e. BOOK MATCH VENEER
- f. STANDARD GRAIN DIRECTION
- g. METAL FINISH: BRUSHED SATIN ALUMINUM
- h. MODESTY PANEL
- i. SINGLE FLIP GROMMET (2 AC OUTLETS EACH)
- j. ADDER TABLE WITH JUMPER POWER FEED
- k. TAG FOR ROOM: 105

ITEM **DESCRIPTION**

12 **MUMT01030060-TBX- & TB -MOBILE MOTUS FLIP-UP TABLE WITH WOOD EDGE AND T-BASE, LEVELING, UNIVERSAL GANGING, AND AUTO-LOCK CASTER**

- a. QUANTITY 3
- b. 30DX60WX29H
- c. STANDARD WOOD VENEER
- d. FLAT CUT
- e. BOOK MATCH VENEER
- f. STANDARD GRAIN DIRECTION
- g. METAL FINISH: BRUSHED SATIN ALUMINUM
- h. (2) PARTIAL MODESTY PANELS (@ U-SHAPE TABLE LAYOUT)
- i. (1) MODESTY PANEL (AV TABLE)
- j. DUAL FLIP GROMMET (2 AC OUTLETS EACH)
- k. STARTER TABLE WITH 24" QUICK CONNECT BASE POWER FEED
- l. TAG FOR ROOM 105

ITEM **DESCRIPTION**

13 **SC70-314-17 MAAP ONE RJ-45 FEMALE TO PUNCH DOWN FOR CAT6-LEVITON, BLACK (SINGE SPACE)**

- a. QUANTITY 3

<u>ITEM</u>	<u>DESCRIPTION</u>
14	SC70-617-12 MAAP ONE HDMI FEMALE TO FEMALE ON '10 PIGTAIL, BLACK (SINGLE SPACE) a. QUANTITY 3

<u>ITEM</u>	<u>DESCRIPTION</u>
15	Installation of all items.

<u>ITEM</u>	<u>DESCRIPTION</u>
16	Freight for all items.

3. IFB Section 009 Attachments, ATTACHMENT A, PRICE SCHEDULE, is removed and replaced with Attachment A, Price Schedule Rev. 1, Dated 1/08/2020. Posted as a separate document.

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

On January 7, 2020, the City of San Antonio hosted a Pre-Submittal conference to provide information and clarification for the referenced Invitation for Bid. Below is a list of questions that were asked at the pre-submittal conference. The City's official response to questions asked is as follows:

- 1. Question 1: On the Halcon tables, 4.4.7 - Item #1, you have the quantity as 8, but I believe the quantity should be 1 - model # MUMT33048048?**

Response: Yes, see #2 above.

- 2. Question 2: In section 4.4.7 - Item #2, should this lectern be height adjustable, per the specification sheet given and have a model # of MUMLH1273045?**

Response: Yes, see #2 above.

- 3. Question 3: Will trucks be able to arrive and deliver next to City Hall?**

Response: Yes, box trucks would probably be the best mode of delivery.

- 4. Question 4: Which side of City Hall should delivery trucks arrive?**

Response: The Commerce Street side would be more ideal. The front or Flores Street side will be more difficult.

- 5. Question 5: Can a ramp be used to deliver the items to the building?**


Response: Yes, using a ramp on the Dolorosa Street side of the building would be more ideal. The desk screens could probably go up the elevator.

6. Question: When do you anticipate awarding this project and issuing a purchase order?

Response: This is a formal procurement and Council approval is required prior to release of a Purchase Order. This project is anticipated for Council consideration in early February 2020.

7. Question: What are the U-Line numbers for this bid?

Response: There are no U-Line numbers for components affiliated with this bid.


b2 Norbert Dziuk
Procurement Operations Lead
Finance Department, Purchasing Division

ND/sm

"Vendor Acknowledgement"

Date: 01/15/2020
Company Name: Wittigs Office Interiors
Address: 2018 Ave. B, Suite 300
City/State/Zip Code: San Antonio / Texas / 78215
Signature: 