



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

FORMAL REQUEST FOR OFFER ("RFO") NO.: 6100013183

**SAPD/EOC - EXPLOSIVE ORDNANCE DISPOSAL SUIT, HELMET AND
ACCESSORIES**

Date Issued: AUGUST 21, 2020

BIDS MUST BE RECEIVED NO LATER THAN:
10:00 AM CENTRAL TIME, AUGUST 26, 2020

Bids may be submitted by any of the following means:
Electronic submission through the Portal

Bid Submissions will only be accepted electronically

Bid Due Date: 10:00 A.M, C.T. AUGUST 26, 2020

Bid No.: 6100013183

Bidder's Name and Address

Bid Bond: NO

Performance Bond: NO

Payment Bond: 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 informat

Pre-Submittal Conference * NO

Staff Contact Person: ANGELA ALONSO-SMITH, PROCUREMENT SPECIALIST III, P.O. Box 839966,
San Antonio, TX 78283-3966.

Email: ANGELA.ALONSO-SMITH@SANANTONIO.GOV

SBEDA Contact Information: SBEDA OFFICE, 210-207-3922, SBEDADOCS@SANANTONIO.GOV

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

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

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

Modified Offers. Offers may be modified provided such modifications are received prior to the time and date set for submission of offers, and submitted in the same manner as original offers. For electronic offers submitted through the portal, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

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

For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes. Offers sent by email must be a PDF document reflecting a manual signature.

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

Forms Requiring Signatures.

Signature Page. For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

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

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

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

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

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

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

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

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

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

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

Restrictions on Communication.

Offerors are prohibited from communicating with: 1) City officials as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFO or offers from the time the RFO has been released until the contract is posted for consideration as a City Council agenda item during a meeting designated as an "A" session; and 2) City employees from the time the RFO has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

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

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before calendar 3 days prior to the date offers 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.

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

Pre-Submittal Conference.

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

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

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

Changes to RFO.

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

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

Preparation of Offers.

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

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

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

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

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

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

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

Estimated Quantities for Annual Contracts.

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

Offeror's Due Diligence.

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

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

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

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

Rejection of Offers.

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

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

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

The offer is conditional; or

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

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

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

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

Evaluation and Award of Contract.

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

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

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

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

Prompt Payment Discount.

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

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

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

Prohibited Financial Interest.

The Charter of the City of San Antonio and its Code of Ethics prohibit a City officer or employee, as those terms are defined in §§ 2-42 and 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 individuals 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 parent, child, or spouse directly or indirectly owns (i) ten (10) percent or more of the voting stock or shares of the entity, or (ii) ten (10) percent 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 business entity.

By submitting a proposal, Respondent warrants and certifies, and a contract awarded pursuant to this RFO is made in reliance thereon, that none of the above listed individuals or entities is a party to this contract or sale.

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://ethics.state.tx.us/forms/conflict/>

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

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

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

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

The Purchasing Division will not deliver the forms to the City Clerk for you.

Certificate of Interested Parties (Form 1295)

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

Form 1295 must be completed online. 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.

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 SPECIFICATIONS

The City of San Antonio is seeking to purchase MED-ENG, Inc. Explosive Ordnance Disposal (EOD) suits, helmets and accessories for the San Antonio Police Department (SAPD) Emergency Operations Center (EOC) (SAPD/EOC). The EOD suit and their components are intended to be utilized by the SAPD/EOC Bomb Technicians in compliance with Federal Bureau of Investigation, the National Bomb Squad Commander's Advisory Board requirements and meet the requirements set forth in the U.S. National Institute of Justice NIJ 0117.01 Public Safety Bomb Suit Standard. The items listed below are brand specific per grant funding requirements and specifications herein and no alternate substitutions shall be considered.

The EOD modular suit shall be engineered to provide protection against threats of explosive blast, overpressure, fragmentation, impact and heat. The EOD suit must provide ergonomic full coverage and optimal balance for protection and flexibility with protective materials to facilitate conducting operational duties. All materials shall conform to or exceed all governmental regulations and universal guidelines for EOD product(s).

4.1.1 The following specification abbreviations with descriptive reference are applicable herein:

- 4.1.1.1 EOD - Explosive Ordnance Disposal
- 4.1.1.2 CBRN - Chemical, biological, radiological and nuclear
- 4.1.1.3 IED - Improvised explosive device
- 4.1.1.4 IEDD - Improvised explosive device disposal
- 4.1.1.5 UXO - Unexploded ordnance
- 4.1.1.6 OD - Ordnance Disposal
- 4.1.1.7 TAC – Tactical
- 4.1.1.8 EOD-10E – Med-Eng Inc. explosive ordnance disposal suit

4.2 GENERAL REQUIREMENTS

- 4.2.1.1 All components of the suit must be removable by an operator while deployed down range. The EOD suit and EOD helmet shall be purchased from the same company in order to assure compatibility between the two items. The equipment shall be engineered to provide protection against blasts, the effects of overpressure, fragmentation and flash heat associated with the detonation of IEDs, unexploded ordnance (UXO), land mines, rocket propelled grenades, and other battlefield munitions. The modular suit shall provide protection to increase survival and minimize risk of severe injury due to explosive hazards and Chemical, biological, radiological and nuclear hazards (CBRN).

4.3 FRAGMENTATION PROTECTION

- 4.3.1 The suit shall provide fragmentation resistance per layered modular components to provide optimal protection. The modular component fragmentation protection testing should be conducted per the standard Military Standard Ballistic test for armor, MIL-STD-662F, and the V50 baseline line limit velocity test. The suit shall meet or exceed the following protection requirements:
- 4.3.2 Provide overpressure threat protection quantified by blast testing in various configurations.
- 4.3.3 Provide fragmentation threat protection quantified by V50 testing.
- 4.3.4 Provide bicep Small Arms Protective Insert (SAPI) pockets.
- 4.3.5 Provide multiple mission flexibility through removable chest plates for Light Fragmentation applications (such as Demining and IEDD).
- 4.3.6 Provide a choice of arm protection (full sleeve, upper arm only, upper and lower arm modules).
- 4.3.7 TAC Visor Systems shall provide facial fragmentation protection.
- 4.3.8 TAC Visor Systems shall integrate with shoulder protector and either chest/groin plate (EOD-10E or Light Fragmentation) to provide frontal protection.

4.4 BLAST PROTECTION PERFORMANCE

- 4.4.1 The EOD suit and components shall be tested for blast protection performance in the three test position configurations listed below. The EOD-10E suit shall be tested with a light fragmentation plate, an EOD suit with an EOD plate, and a Hybrid III mannequin. Vendor must submit documented ballistic and blasting test result certification listing the percent reduction in blast penetration.
- 4.4.2 Demining-Crouching as per the test setup described in the NATO Report "Test Methodologies for Personal Protective Equipment".
- 4.4.3 Justice (NIJ) Standard-0117.00, with an increased standoff.
- 4.4.4 IED-Standing – Hybrid III Mannequin Test conducted standing with EOD suit and EOD plate at a horizontal standoff distance of 3 m from the center of a 5 kg C4 charge molded into a square- cylinder of height and diameter equal to 15 cm, at a height of burst of 125 cm.

4.5 WARRANTY

- 4.5.1 The vendor shall provide in bid response manufacturer's warranty documentation.

4.6 BOMB EOD SUIT

The Bomb Suit shall include the following:

- Jacket (Front jacket panel, neck/chest/groin plates, rear jacket panel with multi-connector cable, and back protector with integrated ventilation).
- One-piece trousers
- Foot protectors
- Helmet (Face shield and transparent visor, built-in lights, inflatable and adjustable impact and sizing liner, four-point retention system, visor cover for transportation and storage, and 3x balaclavas).
- Primary electronics module and power supply (wrist-mounted remote-control unit, grounding straps for electrostatic discharge).
- Other: user manual, user video, RCU quick start guide, suit hanger, and carry bags supplied with both the suit and helmet).

4.7 PRIMARY ELECTRONICS MODULE AND POWER SUPPLY

Primary Electronics Module and Power Supply shall include the following:

- Voltage shall be a maximum 19.3 volts and nominal 18 volts
- Capacity: 4.2 ampere hours.
- Dimensions: L - 3.5", W - 2.75", and H - 8.75"
- Weigh 2.76 lbs.
- Operating temperature of: -18 degrees Celsius to 55 degrees Celsius
- Storage temperature: -18 degrees Celsius to 35 degrees Celsius
- Connector shall be a BB-2590

4.8 RADIO CONTROL UNIT

The radio control unit shall include the following:

- Control white light intensity
- Control on and off for red, blue, and white lights
- Control flow rates for suit and helmet fans
- Control the microphone and speaker
- Control countdown timer
- Display battery level, audio volume, and fan speed

4.9 VENTILATION SYSTEM

The suit and helmet ventilation shall provide or include the following:

- Suit Ventilation Rate: 623 liters/minute on highest setting
- Helmet Ventilation Rate: 153 liters/minute on highest setting
- Ventilation System with a 10-speed fan
- Adjustable ventilation system: Adjustable by verbal commands or by remote control

4.10 BOMB EOD SUIT AND HELMET

The bomb suit and helmet shall include or meet the following specifications:

- The Bomb Suit and Helmet should weigh between 66.5 lbs. to 76.0 lbs. depending on size
- Helmet Visor Optics Luminous Transmittance shall be no less than 65% Photopic
- Helmet Visor Optics Haze Resistance shall not exceed 4%
- Helmet Visor Optics Refractive Power shall not exceed .5 Diopters
- Helmet Visor Optics Vertical Prismatic Deviation for both eyes shall be no more than .25 Prism Diopters.
- Helmet Visor Optics Vertical Prismatic Imbalance shall not exceed .13 Prism Diopters along the primary line of sight.
- Helmet Visor Optics Horizontal Prismatic Imbalance shall not exceed 3.0 Prism Diopters Base Out or .1 Prism Diopters Base In for the primary line of sight.
- Bomb Suit Char Length Threshold: Shall meet the NIJ 0117.01 requirement for flammability protection
- Bomb Suit After flame Threshold: Shall meet the NIJ 0117.01 requirement for flammability protection
- Bomb Suit Afterglow Threshold: Shall meet the NIJ 0117.01 requirement for flammability protection
- Bomb Helmet After flame Threshold: Shall meet the NIJ 0117.01 requirement for flammability protection
- Bomb Helmet Afterglow Threshold: Shall meet the NIJ 0117.01 requirement for flammability protection

4.11 QUANTITY and DESCRIPTION of Items:

4.11.1 ITEM 1: BOMB EOD SUIT, OLIVE DARB (SIZE: LARGE)

DESCRIPTION

The EOD-10E bomb suit shall be engineered to provide superior protection against the threats of an explosive blast, overpressure, fragmentation, impact and heat. The EOD-10E Bomb Suit Ensemble is engineered to provide unprecedented personal protection against the threats of an explosive blast. Each component of the suit and helmet is developed to provide a balanced amount of protection to specific body areas. The LG ensemble will fit heights from 5'9" to 6'3" (175 to 190 cm), and weights from 176 to 242 lbs. (80 to 110 kg). The LG Ensemble weighs 70.0 lbs. (31.75 kg) with the EOD-10E Helmet. The suit shall provide the following functionality:

- 4.11.2 The suit shall be designed to withstand incendiary threats, relating to injury and pain, that meet the NIJ Requirement for flammability protection.
- 4.11.3 The suit shall have records of previous testing and bidders must be able to provide proof of prior testing of the items that are being bid. The testing must be actual testing that was performed and not a computer-generated model based on assumptions and theories.
- 4.11.4 The EOD suit and EOD suit helmet shall be from the same manufacturer in order to assure compatibility between the two items.
- 4.11.5 The EOD suit materials shall conform to or exceed all governmental regulations, guidelines, standard and other requirements that provide for the testing of materials used in the making of the EOD suit.

PART NUMBER: 8002579

QUANTITY: 1 EACH

4.12 ITEM 2: HELMET PACKAGE, EXPLOSIVE EOD, OLIVEDRAB

DESCRIPTION

The helmet EOD-10E must be engineered to provide superior protection against the threats of an explosive blast over- pressure, fragmentation, impact (blast induced accelerations/decelerations) and heat. It shall be designed to be worn comfortably to reduce user fatigue and increase operating times. The Helmet incorporates an innovative inflatable liner and pump that allows a custom fit to more head profiles and sizes than previous generations without the need for fit pads. It fits the 5th percentile female to 95th percentile male heads.

The helmet shall provide the following functionality:

- 4.12.1 The helmet platform shall include an extensively adjustable comfort system, 4-point retention system, an on-board power supply, a shielded power supply (SPS), a remote-control module, communications system compatibility, EOD breathing apparatus compatibility, and visor compatibility with built-in searchlights.
- 4.12.2 The helmet shall have an open-faced multi-purpose platform design achieved through two interchangeable protective visors — one visor for EOD applications and one for the use of a breathing apparatus.
- 4.12.3 The helmet shall be designed to provide a level of fire, ultraviolet, moisture and chemical protection.
- 4.12.4 For extensive fit customization, the helmet shall be supplied with a set of comfort liners and fit pads that will be hand washable.
- 4.12.5 The helmet shall have comfort liners that attach easily to the impact liner.
- 4.12.6 The helmet pads shall be constructed from flame resistant foam and fabric.
- 4.12.7 The helmet shall use a retention system that integrates a chin and nape strap to provide four-point comfort and stability.
- 4.12.8 To prevent lateral and front-to-back rolling of the helmet on the head, the retention system shall attach to the helmet shell at the temples and at two points at the nape, or an equivalent retention system.
- 4.12.9 The ventilation system shall be low profile and have two low noise ventilation fans that are mounted on the rear of the helmet shell with internalized ducting of the airflow, or an equivalent ventilation system. This system shall provide air to the inside of the helmet at a rate of no less than 90 liters/minute in the normal mode and 110 liters/minute in turbo mode.
- 4.12.10 The helmet shall be equipped with an onboard power supply which shall be housed in a protective enclosure, made of high impact polycarbonate (or equivalent), to minimize exposure to the environment.
- 4.12.11 The onboard power supply shall be powered by no more than 8 AA batteries with a battery life of no less than 5 hours and 20 minutes, depending on the load.
- 4.12.12 The helmet shall be equipped with a remote-control module that controls all functions of the helmet. The module shall have the capability of being worn on the wrist to allow the user easy access to the controls. It shall attach to the sleeve for convenient access.
- 4.12.13 The visor base shall be constructed from thermoformed polycarbonate and composite materials, or an equivalent.

- 4.12.14 The outer visor shall be constructed from thermoformed clear PMMA and fastened to the base, or equivalent.
- 4.12.15 The helmet shall have searchlights built into the top of the visor and plug into the jack on the side of the helmet. The lights will have the capability of being manually adjusted and operated from the remote-control module.
- 4.12.16 The helmet shall be equipped with an alternate power supply that will increase operation time up to a least 8 hours.
- 4.12.17 The helmet shall have the capability of fitting a head size of 6 3/8" to 8 1/4" or head circumference of 19.7" to 25.6".
- 4.12.18 The helmet shall be supplied with three comfort liners: small, medium and large.
- 4.12.19 The weight of the helmet shall not exceed 15 lbs.
- 4.12.20 The range of protection of the helmet shall be compliant with IMAS 10.30 Personal Protective Equipment in providing protection from frontal threats.
- 4.12.21 The helmet shall provide fragmentation and overpressure protection.
- 4.12.22 The helmet shall provide impact (acceleration/deceleration) protection.
- 4.12.23 The helmet, in combination with the suit, shall reduce over pressure to the ear by more than 80%, on average.
- 4.12.24 The color of the helmet shall be olive drab.

PRODUCT NO.: 8002581

QUANTITY: 2 EACH

4.13 ITEM 3: BB-2590 BATTERY W/CHARGER KIT

DESCRIPTION

Battery w/charger kit contains a single BB-2590 Rechargeable Li-Ion Battery; 4.4" (112mm) x 2.4" (61mm) x 5.0" (127mm), weight 3.9 lb. (1.8 kg). It has a state of charge indicator on the top and uses the floating U.S. Army connector. Total Voltage is 24.0V (2 sections 12.0V each). Maximum Voltage 31.0V (2 sections 15.5V each). Capacity in 24V Mode: 4.9 Ah, 12 12V Mode: 9.8 Ah. A single medium rate charger is included.

PRODUCT NO.: 8001061

QUANTITY: 2 EACH

4.14 ITEM 4: FULL FOOT PROTECTION, REGULAR - PAIR

DESCRIPTION

New Foot Protectors provide superior ergonomics and walking ability over previous generations of boot covers. The Full Foot Protector is "shoe-shaped" and provides excellent forward and rearward fragmentation coverage. Foot protection fits men's sizes U.S. 6 to 12 (EUR 37.5 to 45) and has been proven to fit feet as large as men's size U.S.

14. (EUR 47.5), with minor compromises in lateral fragmentation protection for larger feet.

PRODUCT NO.: 8000807

NSN: 8470-20-010-4566

QUANTITY: 2 EACH

4.15 ITEM 5: FORCED AIR SUIT COOLING SET

DESCRIPTION

The EOD-10E Cooling Pack is an add-on system connecting to the integrated ventilation system to cool the air through medical cold packs (does not rely on ice) providing a nominal 45-minute autonomy depending on ambient air conditions and air flow level selected, without requiring additional power.

PRODUCT NO.: 8001772

QUANTITY: 1 EACH

4.16 ITEM 6: BOMB EOD SUIT, OLIVE DARB (SIZE: EXTRA LARGE)

DESCRIPTION

The EOD-10E bomb suit shall be engineered to provide superior protection against the threats of an explosive blast, overpressure, fragmentation, impact and heat. The EOD-10E Bomb Suit Ensemble is engineered to provide unprecedented personal protection against the threats of an explosive blast. Each component of the suit and helmet is developed to provide a balanced amount of protection to specific body areas. The XL ensemble will fit heights from 6'1" to 6'6" (175 to 190 cm), and weights from 209 to 275 lbs. (95 to 125 kg). The XL Ensemble weighs 76.0 lbs. (34.5 kg) with the EOD-10E Helmet. The suit shall provide the following functionality:

- 4.16.1 The suit shall be designed to withstand incendiary threats, relating to injury and pain, that meet the NIJ 0117.01 requirement for flammability protection.
- 4.16.2 The suit shall have records of previous testing and bidders must be able to provide proof of prior testing of the items that are being bid. The testing must be actual testing that was performed and not a computer generated model based on assumptions and theories.
- 4.16.3 The EOD suit and EOD suit helmet shall be purchased from the same company in order to assure compatibility between the two items.
- 4.16.4 The EOD suit materials shall conform to or exceed all governmental regulations, guidelines, standard and other requirements that provide for the testing of materials used in the making of the EOD suit.

PRODUCT NO.: 8002580

NSN.:

QUANTITY: 1 EACH

4.17 ITEM 7: AA BATTERY HOUSING W/24 AA CELLS KIT

DESCRIPTION

24 x AA Alkaline Batteries for use in the EOD 10 AA Battery Housing, the AA Battery Housing, and the AA Battery Housing Pouch w/MOLLE clip.

PRODUCT NO.: 8001062

QUANTITY: 2 EACH

MANUALS: Vendor shall furnish one (1) complete set of instruction manuals or CDs per item purchased that

describes, in detail, the proper operation and maintenance of the item provided under this Request for Offer (RFO).

DELIVERY: All deliveries should be made to: City of San Antonio Office of Emergency Management, 8130 Inner Circle, San Antonio, Texas 78235. Attention: Rachelle Littlefield, Phone: 210-206-8558, Email: Rachelle.Littlefield@sanantonio.gov. Hours: Monday - Friday 7:45 am - 4:30 pm. Delivery to a non-specified location will result in non- acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS.

SHIPPING: F.O.B Destination – See Section 006, General Terms & Conditions, Delivery of Goods and Services. All offers shall include complete manufacturer's specifications for each item offered.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

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

Temporary Contract Pending Award of Contract by City Council

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

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

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

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

Warranty.

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

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

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 Fire Department, which shall be clearly labeled "SAPD/EOC-EXPLOSIVE ORDNANCE DISPOSAL SUIT, HELMET AND ACCESSORIES" 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 Fire Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

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

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

TYPE	AMOUNTS
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 e. Independent Contractors	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.

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: Fire Department
P.O. Box 839966
San Antonio, Texas 78283-3966

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

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

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

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

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

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

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

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

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

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

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

Procurement Of Recovered Materials Contract Clause

Contractor and its subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Suspension and Debarment.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 1000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 1000, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 1000, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 1000 while this offer is valid and throughout the period of any contract that may arise from this contract. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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 – LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM

ATTACHMENT B – PRICE SCHEDULE

ATTACHMENT C – SBEDA PROGRAM LANGUAGE – EXHIBIT I

ATTACHMENT D – SBEDA PROGRAM UTILIZATION PLAN (UP) FORM

**ATTACHMENT E – VETERAN OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE
LANGUAGE**

ATTACHMENT F - VETERAN OWNED SMALL BUSINESS PROGRAM (VOSBPP) TRACKING FORM

006 - GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, whether through City's portal, by fax, or by e-mail, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

Delivery of Goods/Services.

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

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

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

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

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

Invoicing and Payment.

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

accounts.payable@sanantonio.gov

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

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

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

Information Required On Invoice.

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

Payment by City.

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

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

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

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

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

Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing and General Services Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

Termination.

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

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

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

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

City shall pay Vendor for conforming goods delivered and services provided prior to the date of termination, offset by any amounts due and owing from Vendor to City.

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 CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

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

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

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

Records Retention.

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

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

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

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

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

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

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

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

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section III.C.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other

sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

As a party to this contract, Vendor understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, 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 §2271.002 provide that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

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

This section only applies to a contract that:

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

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

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

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

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

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

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

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

contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor. Any addendums issued to the final electronically posted online version of this solicitation shall control in the event of a conflict therewith. Addendums shall be interpreted in order of the date issued, with those issued most recently taking priority.

007 - SIGNATURE PAGE

By submitting an offer electronically, Offeror represents that:

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

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

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

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

Complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your offer.

Offeror Information

Please Print or Type

Vendor ID No.	1034992
Signer's Name	Diana M. Mularky
Name of Business	Safeware, Inc.
Street Address	4403 Forbes Blvd
City, State, Zip Code	Lanham MD 20706
Email Address	dmularky@safewareinc.com
Telephone No.	303-322-3577 x4002
Fax No.	301-683-1200
City's Solicitation No.	6100013183

Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

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

All-or-None Offer - an RFO in which City will award the entire contract to one offeror only.

Alternate Offer - two or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

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

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

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

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

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

Line Item - a listing of items in an offer for which an offeror is expected to provide separate pricing.

Offer - a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

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

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

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

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

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

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

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

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

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

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

009 – ATTACHMENTS

ATTACHMENT A

LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM

(Posted as a separate document Please complete and submit in Portal)

009 – ATTACHMENTS

ATTACHMENT B – PRICE SCHEDULE

ITEM 1	BOMB EOD SUIT, OLIVE DARB (SIZE: LARGE), as specified in Section 004 - Specifications			
Description		Quantity	Unit Price	Extended Price (Quantity x Unit Price)
Product Name: <u>EOD 10E Bomb Suit</u> Product No.: <u>8002579</u> Warranty: <u>2</u> (# of Years)		1 EACH	\$ 19,887.64	\$ 19,887.64
ITEM 2	HELMET PACKAGE, EXPLOSIVE EOD® 10, OLIVE DRAB, as specified in Section 004 - Specifications			
Description		Quantity	Net Unit Price	Extended Price (Quantity x Net Unit Price)
Product Name: <u>EOD 10E Helmet Pkg</u> Product No.: <u>8002581</u> Warranty: <u>2</u> (# of Years)		2 EACH	\$ 16,055.06	\$ 32,110.12
ITEM 3	BB-2590 BATTERY W/CHARGER KIT, as specified in Section 004 - Specifications			
Description		Quantity	Unit Price	Extended Price (Quantity x Unit Price)
Product Name: <u>BB-2590 Battery w/Charger kit</u> Product No.: <u>8001061</u> Warranty: <u>2</u> (# of Years)		2 EACH	\$ 1,114.61	\$ 2,229.22

ITEM 4	FULL FOOT PROTECTION, REGULAR - PAIR, as specified in Section 004 - Specifications			
Description		Quantity	Unit Price	Extended Price (Quantity x Unit Price)
Product Name: <u>Full Foot Protection</u> Product No.: <u>8000807</u> Warranty: <u>2</u> (# of Years		2 EACH	\$ 449.43	\$ 898.86
ITEM 5	FORCED AIR SUIT COOLING SET, as specified in Section 004 - Specifications			
Description		Quantity	Unit Price	Extended Price (Quantity x Unit Price)
Product Name: <u>Forced Air Suit Cooling Set</u> Product No.: <u>8001772</u> Warranty: <u>2</u> (# of Years		1 EACH	\$ 337.08	\$ 337.08
ITEM 6	BOMB EOD SUIT, OLIVE DARB (SIZE: EXTRA LARGE), as specified in Section 004 - Specifications			
Description		Quantity	Unit Price	Extended Price (Quantity x Unit Price)
Product Name: <u>EOD 10E Bomb Suit, XL</u> Product No.: <u>8002580</u> Warranty: <u>2</u> (# of Years		1 EACH	\$ 20,691.01	\$ 20,691.01

ITEM 7	AA BATTERY HOUSING W/24 AA CELLS KIT as specified in Section 004 - Specifications		
Description	Quantity	Unit Price	Extended Price (Quantity x Unit Price)
Product Name: <u>AA Battery Housing w/24 AA</u> Product No.: <u>8001062</u> Warranty: <u>2</u> (# of Years)	2 EACH	\$ 850.56	\$ 1,701.12
		TOTAL	\$ 77,855.05

Please complete the following:

Prompt Payment Discount: N/A % days.

Delivery shall be made within 126 calendar days after receipt of order.

ATTACHMENT C

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY(SBEDA) PROGRAM LANGUAGE - EXHIBIT 1

(Posted as a separate document)

ATTACHMENT D

SBEDA PROGRAM UTILIZATION PLAN (UP) FORM

(Posted as a separate document. Please complete and submit in Portal)

ATTACHMENT E

VETERAN OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE LANGUAGE

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.

ATTACHMENT F

VETERAN OWNED SMALL BUSINESS PROGRAM (VOSBPP) TRACKING FORM

(Posted as a separate document ALL Respondents must complete form and submit in Portal)

CITY OF SAN ANTONIO

SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

SOLICITATION NAME: *EOD 10 E Bomb Suits*

PRIME CONTRACTOR NAME: Safeware, Inc.

Please review the following information before completing the form:

1. **NO API HAS BEEN APPLIED TO THE SOLICITATION.**
2. Prime contractor must list **ALL** certified and non-certified Subcontractors/Suppliers that will be utilized for the entire contract period.
3. To be SBEDA eligible, a Prime contractor or Subcontractor must be certified as a Small Business Enterprise (SBE) through the South Central Texas Regional Certification Agency (www.SCTRCA.org) AND must be headquartered or have a significant business presence in the San Antonio Metropolitan Statistical Area.

For further clarification, please contact Small Business Office at (210) 207-3922 or refer to the SBEDA language within the solicitation document(s).

ROLE	NAME OF FIRM	SBEDA ELIGIBLE (YES/NO)	DOLLAR AMOUNT BY FIRM	% OF TOTAL CONTRACT VALUE BY FIRM	WORK TO BE PERFORMED (5 DIGIT NIGP CODE)
PRIME CONTRACTOR	Safeware, Inc.	No	77,855.05	100	25724
SUB	N/A				
SUB					
SUB					
SUB					
SUB					

I hereby affirm that the information on this form is true and complete to the best of my knowledge and belief. I possess internal documentation from all proposed Subcontractors/Suppliers confirming their intent to perform the scope of work for the price or percentage indicated. I understand and agree that if approved, this document shall be attached thereto and become a binding part of the contract.

Prime Contractor's Authorized Agent: Sign and Date

Name Diana M. Mularky Title Manager

Director or Designee of Economic Development: Sign and Date

☐ APPROVED

☐ DENIED

Version: 7/15/16 pg.1

All sections of the following table must be completed for all firms listed. List all *certified or non-certified* Subcontractors/Suppliers that will be utilized for the entire contract period, excluding possible extensions, renewals and/or alternates. Use additional pages if necessary.

ROLE	NAME OF FIRM	SBEDA ELIGIBLE (YES/NO)	DOLLAR AMOUNT BY FIRM	% OF TOTAL CONTRACT VALUE BY FIRM	WORK TO BE PERFORMED (5 DIGIT NIGP CODE)
SUB					
SUB					
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City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

The City of San Antonio Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, establishes a local preference for specific contracting categories. Each time a bidder or respondent submits a bid for a solicitation, this Local Preference Program Identification Form must be completed and turned in with the solicitation response in order to be identified as a City Business and receive the preference described below. The City will not rely on Local Preference Program Identification Forms submitted with prior or contemporaneous bids or proposals.

The Local Preference Program allows the City to grant a preference to a business meeting the definition of *City Business* in the award of the following types of contracts, when selection is made based on price alone:

- Personal Property (Goods / Supplies): The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 or more;
- Non-professional Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$500,000;
- Construction Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$100,000, excluding contracts awarded using alternative delivery methods.

The Local Preference Program also allows the award of additional points, when multiple evaluation criteria are used in the award of professional service contracts, where the selection process is not governed by statute and in revenue generating and concession contracts. A business meeting the definition of *City Business* stated below may be awarded 10 points for being headquartered within the city, or 5 points for having a local office within the city.

Moreover, the program recognizes joint venture agreements and allows for apportioning of points based upon the percentage of ownership of joint ventures by *City Businesses* responding to solicitations for which discretionary points are applied. For solicitations where selection is made based on price alone, all members of a joint venture must be *City Businesses* for the preference to be applied.

City Business is defined as a business headquartered within the incorporated San Antonio city limits for one year or more OR one that meets the following conditions:

- Has an established place of business for one year or more in the incorporated limits of the City:
 - (a) from which at least 100 of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based; and
 - (b) from which a substantial role in the business' performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

A location utilized solely as a post office box, mail drop or telephone message center or any similar combination, with no other substantial work function, is not a *City Business*.

For the purposes of this program, Headquartered is defined as the place where a business entity's officers direct, control, and coordinate the entity's activities.

NOTE: Bidders / Respondents are required to submit documentation to substantiate that the requirements of a City Business have been met. Examples of documentation may include, but are not limited to the following:

1. Existence of local headquarters or office: For corporations, Texas Comptroller's listing of names/addresses of officers and directors. For partnerships, partnership agreement and any documents identifying the current managing partners and their current work addresses
2. Evidence of local headquarters or office in existence for one year or more: Utility bills, real property lease agreements, equipment leases, personal property taxes, real property taxes
3. Evidence of number of employees: Organizational charts, payroll records by location

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

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

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

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

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

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

SOLICITATION NAME/NUMBER: 6100013183

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

Name of Business:	Safeware, Inc.	
Physical Address:	4403 Forbes Blvd	
City, State, Zip Code:	Lanham MD 20706	
Phone Number:	301-683-1234	
Email Address:	dmularky@safewareinc.com	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent: <u>92</u>		
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	Yes	<input checked="" type="checkbox"/> No
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	<input checked="" type="checkbox"/> No
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

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

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

Name of Business:	N/A	
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office: _____		
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	<input checked="" type="checkbox"/> No
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	<input checked="" type="checkbox"/> No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	<input checked="" type="checkbox"/> No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	<input checked="" type="checkbox"/> No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	Yes	<input checked="" type="checkbox"/> No

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

THE STATE OF TEXAS

BIDDER'S / RESPONDENT'S FULL NAME:

(Print Name) Authorized Representative of Bidder / Respondent

Manager

8-25-2020

This Local Preference Identification Form must be submitted with the bidder's / respondent's bid/proposal response.

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

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

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

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

Definitions.

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

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

The program uses the below definition of joint venture.

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

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

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

INSTRUCTIONS

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

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

SOLICITATION NAME/NUMBER: 6100013183

Name of Respondent:	Safeware, Inc.	
Physical Address:	4403 Forbes Blvd	
City, State, Zip Code:	Lanham MD 20706	
Phone Number:	301-683-1234	
Email Address:	dmularky@safewareinc.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="checkbox"/> No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	<input checked="" type="checkbox"/> No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

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

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

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER/RESPONDENT'S FULL NAME:

Diana M. Mularky
(Print Name) Authorized Representative of Bidder/Respondent

(Signature) Authorized Representative of Bidder/Respondent

Manager
Title

8-25-2020
Date

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