

AN ORDINANCE 2015-02-26-0146

ACCEPTING THE OFFERS FROM FISK ELECTRIC COMPANY AND INTERTECH SECURITY, LLC., TO PROVIDE THE SECURITY DIVISION OF THE INFORMATION TECHNOLOGY SERVICES DEPARTMENT, WITH A CONTRACT TO MAINTAIN THE CITY'S ACCESS CONTROL, VIDEO SURVEILLANCE, INTRUSION ALARM SECURITY SYSTEMS, AND INSTALLATION OF ANY NEW SECURITY SYSTEMS AT VARIOUS MAJOR CITY FACILITIES FOR AN ESTIMATED ANNUAL COST OF \$3,000,000.00, FUNDING SOURCES INCLUDE, BUT ARE NOT LIMITED TO CAPITAL FUNDS, OPERATING BUDGETS, AND GRANTS AUTHORIZED BY CITY COUNCIL.

\* \* \* \* \*

**WHEREAS**, the Security Division of the Information Technology Services Department (ITSD), through the Chief Information Security Office, is tasked with maintaining current security systems in addition to standardizing new systems as they are deployed, and

**WHEREAS**, The City issued a Request for Offer (RFO) for "Annual Contract for City Wide Security Systems Installation, Maintenance and Service" (RFO 6100005079) on October 03, 2014, and offers were received from Fisk Electric Company and Intertech Security, LLC, both of which were accepted; **NOW THEREFORE**,

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

**SECTION 1.** Agreements with Fisk Electric Company and Intertech Security, LLC, to provide the Security Division of the Information Technology Services Department with maintenance of the city's access control, video surveillance, intrusion alarm security systems, and installation of any new security systems at various major city facilities, are hereby approved. A copy of the agreements and bid tab are attached hereto and are incorporated by reference as **Attachment I**. The Chief Technology Officer or his designee is authorized to execute the Agreements and any related documents.

**SECTION 2.** The amounts will be encumbered upon issuance of a purchase order, and payment is authorized to various vendors. All expenditures will be in accordance with the Fiscal Year 2015 and subsequent budgets that fall within the term period of this contract approved by City Council.

**SECTION 3.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP

JK  
2/26/2015  
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Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 4.** This ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.

**PASSED and APPROVED** this 26<sup>th</sup> day of February, 2015.

  
M A Y O R  
Ivy R. Taylor

**ATTEST:**

  
\_\_\_\_\_  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

By:   
\_\_\_\_\_  
Martha G. Sepeda, Acting City Attorney

<b>Agenda Item:</b>	<b>6 ( in consent vote: 5, 6, 7, 9, 10, 11, 12 )</b>						
<b>Date:</b>	02/26/2015						
<b>Time:</b>	10:09:32 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance accepting the offers from Fisk Electric Company and Intertech Security, LLC., to provide the Security Division of the Information Technology Services Department, with a contract to maintain the City's access control, video surveillance, intrusion alarm security systems, and installation of any new security systems at various major City facilities for an estimated annual cost of \$3,000,000.00, funding sources include, but are not limited to capital funds, operating budgets, and grants authorized by City Council. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1		x			x	
Alan Warrick	District 2		x				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				



**CITY OF SAN ANTONIO**  
**PURCHASING AND GENERAL SERVICES DEPARTMENT**

REQUEST FOR OFFER ("RFO") NO.: 6100005079

**ANNUAL CONTRACT CITY WIDE SECURITY SYSTEMS INSTALLATION,  
MAINTENANCE AND SERVICE**

Date Issued: October 03, 2014

**RESPONSES MUST BE RECEIVED NO LATER THAN:  
10:00 AM October 17, 2014 CENTRAL TIME**

Responses may be submitted by any of the following means:

- Electronic submission through the Portal
- Hard copy in person or by mail

Address for hard copy responses:

Physical Address:

Purchasing & General Services  
Riverview Tower  
111 Soledad, Suite 1100  
San Antonio, Texas 78205

Mailing Address:

Purchasing & General Services  
P.O. Box 839966  
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"ANNUAL CONTRACT CITY WIDE SECURITY SYSTEMS INSTALLATION, MAINTENANCE AND SERVICE"

Offer Due Date: 10:00 A.M., OCTOBER 17, 2014, CENTRAL TIME

RFO No.: 6100005079

Offeror's Name and Address

Bid Bond: YES      Performance Bond: YES      Payment Bond: YES      Other: NA

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: YES

DBE / ACDBE Requirements: NA

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

Pre-Submittal Conference \* YES, the Pre-Submittal Conference will be held on October 08, 2014 at 11:00 A.M. AT RIVERVIEW TOWERS, 111 SOLEDAD, SUITE 1100, SAN ANTONIO, TX 78205

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

SBEDA Contact Information: David Rodriguez at (210) 207-0071 or by e-mail at David.Rodriguez3@sanantonio.gov.

**ATTACHMENT I**

002 - TABLE OF CONTENTS

002 - TABLE OF CONTENTS ..... 2  
003 - INSTRUCTIONS FOR OFFERORS ..... 3  
004 - SPECIFICATIONS / SCOPE OF SERVICES ..... 8  
005 - SUPPLEMENTAL TERMS & CONDITIONS ..... 24  
006 - GENERAL TERMS & CONDITIONS ..... 38  
007 - SIGNATURE PAGE ..... 44  
008 - STANDARD DEFINITIONS ..... 45  
009 - ATTACHMENTS ..... 46

## 003 - INSTRUCTIONS FOR OFFERORS

### Submission of Offers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before 1 calendar days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

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

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

#### Pre-Submittal Conference.

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

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

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

### Changes to RFO.

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

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

### Preparation of Offers.

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

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

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

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

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

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

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

### Estimated Quantities for Annual Contracts.

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

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

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

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

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

Rejection of Offers.

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

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

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

The offer is conditional; or

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

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

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

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

Evaluation and Award of Contract.

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

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

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

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

Prompt Payment Discount.

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

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

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

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

Conflict of Interest. Effective January 1, 2006, 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 conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or offers, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Offeror should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed offer. The Purchasing Division will not deliver the form to the City Clerk for you.

## 004 - SPECIFICATIONS / SCOPE OF SERVICES

### 4.0 BACKGROUND

The City of San Antonio (CoSA) operates a variety of facilities which require security system(s) services to be installed, maintained and serviced by an experienced and qualified Security Systems Integration Respondent.

Security system services are currently provided through the Identive Group; formally known as Hirsch Electronics.

### 4.1 STANDARD REQUIREMENT

Prices for labor and discounts shall remain firm for the duration of the contract.

### 4.2 BRIEF DESCRIPTION OF SERVICES

CoSA is seeking experienced and qualified Security System Integration Respondent(s) to provide access control, video surveillance, intrusion alarm system installations, preventative maintenance, and service at various CoSA facilities. Respondents shall provide the following services including, but not limited to, providing security systems service for buildings, facilities, and grounds; for employees, visitors, customers, and vendors; emergency response, access control, technology control station monitoring, and other related security system services.

### 4.3 PREFERRED REQUIREMENTS

Respondent must meet the following minimum requirements in order to submit a proposal. Respondent's Proposal will be deemed non-responsive to the extent that it does not meet the minimum requirements.

- 4.3.1 Respondent shall be licensed by the Texas Commission on Private Security under the Department of Public Safety as an Alarm Company;
- 4.3.2 Respondent shall be an established firm that has at least five years of experience in providing services;
- 4.3.3 Respondent shall have provided these types of services within the past three years;
- 4.3.4 City prefers Respondents that have experience providing these specified services across a minimum of three pre-existing contracts;
- 4.3.5 Respondent shall provide a program manager licensed by the Texas Commission on Private Security under the Department of Public Safety as a Branch Office Manager
- 4.3.6 Respondent shall provide an application engineer, a project manager, and installation and service technicians licensed by the Texas Commission on Private Security under the Department of Public Safety as an Alarm Installer.

### 4.4 GENERAL REQUIREMENTS

- 4.4.1 All data cabling shall be installed by Panduit certified installation technicians.
- 4.4.2 City has a significant amount of Hirsch products; therefore, Respondent shall be an authorized Hirsch reseller and installer. Respondent shall provide City 30 days or more notice if the vendor is no longer an authorized Hirsch reseller.
- 4.4.3 Awarded Respondent shall provide a Statement of Work (SOW) for each project that will be attached to the Master Contract.
- 4.4.4 Parts costs shall include miscellaneous incidentals.
- 4.4.5 Labor rate shall include fuel fees, all travel associated costs for completing the job.
- 4.4.6 Respondent shall provide one copy yearly, of the manufacturer's catalog for each manufacturer for which a proposal is submitted.
- 4.4.7 The work included in these specifications including all labor, materials, tools, equipment and possible outside services (i.e. subcontractor) necessary to perform and complete each project, is the sole responsibility of the Respondent.
- 4.4.8 Maintenance work is work that is necessary to keep the equipment in proper condition. It is work performed in a routine, scheduled, or anticipated fashion as necessary to keep the equipment working in its existing state, i.e., preventing its failure or decline. Maintenance does not include total replacement of a system, nor does it include

work to install and test equipment in new construction.

- 4.4.9 Repair work goes beyond maintenance, and is usually performed to return something to operational use, rather than to keep it operating. Repair work for City equipment can only be done with written City approval. If requested by the designated Department Manager. Respondent shall provide a quote, using the hourly rates established herein, for the repair work. Parts supplied for repair work will be paid to the Respondent in accordance with the percentage mark up indicated on the price schedule. Respondent shall only proceed with the additional work after receipt of purchase order by City. City will not pay for any unauthorized parts or labor charges. Respondent must submit invoices with a copy of the written Purchase Order supplied by the Department for which services are provided. Such invoices shall have the language REPAIR indicated thereon.

#### 4.5 CRIMINAL BACKGROUND CHECKS

- 4.5.1 Successful Respondent shall perform complete criminal background checks each year on all employees assigned to perform under this contract, and shall not employ, and if already employed, not utilize said persons to perform under this contract, any employee who has been charged with, served deferred adjudication or probation for, or been convicted of a crime in this or any other state or under federal law, other than minor traffic offenses.
- 4.5.2 Successful Respondent agrees to provide a copy of the criminal background checks it performs under these requirements to City within 20 days of the start of this contract. Successful Bidder shall conduct criminal background checks on all new employees it hires during the contract term and any renewals, and shall provide City with a copy of the criminal background check, all prior to assigning new employees to work under this contract. Respondent will supply the confirmation of background checks following the City's established Attestation process.
- 4.5.3 In the event Successful Respondent fails to provide the criminal background checks as required herein, or in the event the information obtained gives the City reason to believe further inquiry is warranted, Successful Bidder agrees to allow the City to perform a complete criminal background checks on each employee assigned to this contract, and shall not assign any employee who has been charged with, served deferred adjudication or probation for, or been convicted of a crime in this or any other state or under federal law, other than minor traffic offenses, to work hereunder.
- 4.5.4 Successful Respondent shall conduct background checks on all employees assigned to this contract on a annual basis throughout the contract term and any renewals, and shall provide City with a copy of the background checks within 10 days thereafter.
- 4.5.5 Successful Respondent shall obtain a Consent and Release Authorization good for one year from the date of its signing to permit the City to perform complete background checks on all employees assigned to this contract, and shall obtain new Consent and Release Authorizations each year during the contract term.
- 4.5.6 All provisions herein regarding criminal background checks shall apply to all subcontractors assigned to work hereunder.

#### 4.6 SERVICES REQUIRED

Respondent shall provide the following services including, but not limited to, providing security services for buildings, facilities, and grounds; for employees, visitors, customers, and vendors; emergency response; access control; technology control station monitoring; and other related security services.

Respondent must be able to deploy staff to any CoSA facility identified within four hours of a service call. For example, if CoSA identifies a need for service at 11:00 a.m., Respondent must have sufficient staffing capability to provide a security technician at the requested CoSA site by 3:00 p.m. the same day.

Refer to Table 1A AND 1B below for a detailed breakdown of estimated hours per week and estimated hours per year by position.

Table 1A: Detailed Breakdown of Estimated Hours Per Week (HPW) by Type

Senior (Lead) Installation Technician	1 ea	40
Installation/Service Technician	4 ea	160
Project Manager	1 ea	40

Program Manager	1 ea	20
Application Engineer	1 ea	20
Total Hours		280

**Table 1B: Detailed Breakdown of Estimated Hours Per Year (HPY) by Type**

Senior (Lead) Technician	2,180	
Installation/Service Technician	8,400	
Project Manager	2,180	
Program Manager	1,140	
Application Engineer	1,140	
Total Hours		15,040

**4.7 RESPONDENT RESPONSIBILITIES**

- 4.7.1 Respondent shall furnish all labor, technician-specific equipment, uniforms and transportation – including three service vehicles. Respondent shall also establish and maintain an accurate timekeeping and payroll system to ensure that personnel are paid in accordance with the contract. Respondent will supply, at its sole expense, all required technician-specific equipment (such as uniforms). Respondent shall also supply administrative supplies and equipment not specifically dedicated to CoSA or this agreement. However, Respondent may use CoSA equipment, office supplies, and materials whose use is exclusively for the benefit of CoSA in the fulfillment of Respondent's obligations under this agreement. This includes reasonable access to telephones, facsimile machines, lavatories, office space, desks, chairs, and other supplies that are used exclusively in conjunction with security services for CoSA, provided access to such resources does not chronically or unreasonably interfere with the transaction of CoSA's business. Respondent is strictly prohibited from using such resources for non-CoSA-related purposes, including personal use or servicing of other accounts. All work to be in compliance with the current applicable codes and the City of San Antonio Physical Security System Infrastructure Guidelines, Attachment 3.
- 4.7.2 Respondent's employees shall not reproduce, transmit or remove records, files, documents, or drawings related to CoSA's business without the written consent of CoSA, and shall not disclose to any persons, or another business entity, any information obtained from a direct or indirect conversation without the written approval of CoSA. Respondent shall hold all such information in trust and confidence for CoSA.
- 4.7.3 Respondent shall comply with the Immigration Reform and Control Act of 1986 (IRCA). All employees assigned to this agreement shall have had their identity and eligibility for work properly verified by the Respondent.
- 4.7.4 Respondent's employees shall meet high standards of appearance and demeanor, and shall at all times treat employees and visitors of CoSA with the utmost courtesy and respect. CoSA shall be the sole judge.
- 4.7.5 Respondent shall ensure that all service logs and preventative maintenance reports shall be submitted to CoSA in accordance with the schedule set by the Contract Administrator. Respondent shall notify CoSA of hazards, safety violations or other conditions that pose an unsafe condition.
- 4.7.6 Respondent will establish and maintain for the duration of the contract, basic and annual training programs. An annual training plan and report must be submitted to the Contract Administrator.
- 4.7.7 In the event CoSA determines a situation is an emergency, within 2 hours, Respondent shall be required to provide Security Technician response. Respondent must be able to provide this response staffing increment at each of CoSA's facilities identified in the scope of work. In the event Respondent cannot provide the requested Security Technicians in the time limits specified, Respondent may use a licensed Security Respondent to subcontract for the additional personnel. All Security Technicians provided under this situation shall present documentation verifying the minimum certifications, license, and training to the Respondent. CoSA reserves the right to verify the license, certifications and qualifications of any subcontractor and any assigned Security Technician. In the event Respondent cannot provide the requested Security Technicians, City reserves the right to enter into an agreement with another Respondent to provide the additional Security Technicians and charge Respondent the difference in cost.

#### 4.8 MANAGEMENT REVIEWS AND REPORTS

- 4.8.1 Monthly Meeting: This meeting between the Respondent's Project Manager and CoSA Security Management tracks status of projects, budgets, end user training, access control system tests and audits, video surveillance system tests, service call reports, preventative maintenance logs, response to emergencies, and other information that may impact CoSA's security or the quality of service provided by the Respondent.
- 4.8.2 Quarterly Meeting: This meeting between the Respondent's Program Manager and CoSA Security Management tracks status of contract compliance, progress of projects, budgets, technical training, pre-employment background verifications, service call reports, preventative maintenance logs, response to emergencies, affidavits certifying readiness of new employees for duty at CoSA, and other information that may impact CoSA's security or the quality of service provided by the Respondent.
- 4.8.3 Security Notice: This type of notice is to be used by all Respondent personnel to advise CoSA of potential security concerns. This notice is integral to security operations as a way of keeping CoSA managers and supervisors informed of these areas.
- 4.8.4 Service Call Record: This is a Respondent record documenting actual actions taken to remedy a malfunction or inoperable component of the access control, video surveillance or intrusion alarm system.
- 4.8.5 Preventative Maintenance Log: This is a Respondent log documenting the actions taken on a given system to record the scheduled maintenance on the access control, video surveillance and intrusion alarm systems.

#### 4.9 PERSONNEL

Respondent shall staff the CoSA service area with a Regional Program (Operations) Manager, a local Project Manager, a local Senior (Lead) Installation/Service Technician, four local Installation/Service Technicians, and a Regional Applications Engineer who shall provide the following services:

- 4.9.1 Provide security systems integration for the CoSA service area; its employees/visitors, customers, Respondents and tenants.
- 4.9.2 Provide a dedicated service technician to the San Antonio International Airport. This technician will be responsible for service and support of installed security systems; normal service hours will be Monday-Friday, 7:45am to 4:30pm.
- 4.9.3 Respond to system trouble conditions; investigate, repair and/or replace system components. System trouble condition responses will be followed up by a documented service call record. The standard response time for a routine trouble condition response shall be within 4 hours on the initial notification.
- 4.9.4 Provide an on-call technician response capability for the service and support of all security systems installed within the CoSA service area. The response time for an on-call response shall be within 4 hours on the initial notification.
- 4.9.5 Enforce access control procedures; ensure only authorized personnel are granted access to access controlled areas and access controlled systems.
- 4.9.6 Summon and cooperate with law enforcement agencies in connection with threats or crimes committed against CoSA, including safeguarding the scene of a crime to protect possible evidence.
- 4.9.7 Perform general duties and perform any additional duties as documented in writing or via email from authorized requestors.
- 4.9.8 Certify satisfaction of all training and licensing requirements as mandated by CoSA.
- 4.9.9 Ensure that all personnel are aware of federal, state, and municipal laws governing or potentially involving the managers, technicians and engineers assigned to the CoSA service area.

#### 4.10 RECRUITMENT AND SELECTION

- 4.10.1 Respondent shall maintain sufficient staffing levels to support CoSA integration projects as well as system service and support for the CoSA service area. Respondent shall maintain staffing levels capable of meeting the call-back requirements within the CoSA service area without regard to riot, war, the enactment, issuance or operation of any municipal, county, state or federal law, ordinance or executive, administrative or judicial regulation, order or decree, or any local or national emergency, or any other similar cause outside of the control of Respondent.
- 4.10.2 Respondent shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, integrity, and shall be responsible for taking disciplinary action with respect to its employees. CoSA reserves the right to initiate an action, up to and including criminal prosecution, against Respondent's personnel should such personnel create or cause to occur any loss or harm to CoSA's personnel or property.
- 4.10.3 Respondent shall submit a Letter of Affidavit for each person assigned to CoSA certifying that the individual does not have a criminal history, possesses a valid Texas driver's license, valid license issued by the State of Texas Private Security Board and has met all CoSA hiring and training requirements.
- 4.10.4 Respondent employees, before starting an assignment at CoSA, shall pass a drug test, IRCA testing requirements, possess a valid Social Security card, and must pass a Criminal Justice Information Systems (CJIS) fingerprint-based background check and maintain CJIS eligibility. Due to CJIS requirements related to system access, the following will result in being disqualified for this position: Felony Convictions, Felony Deferred Adjudication, Class A & B Misdemeanor Deferred Adjudication, Class B Misdemeanor Convictions, an Open Arrest for Any Criminal Offense (Felony or Misdemeanor), or Family Violence Convictions.

#### **4.11 DUTIES AND RESPONSIBILITIES**

##### **4.11.1 Respondent's Regional Program (Operations) Manager**

###### **4.11.1.1 Background Requirements:**

This position shall administer the contract on behalf of the Respondent and shall be the liaison between the Respondent and CoSA. This individual will regularly meet with CoSA's Contract Administrator, as specified by CoSA. The Program Manager shall be responsible for personnel recruitment, screening, training, payroll, detailed project integration proposal delivery, invoice reconciliation, executing task orders, disciplinary action, and special projects as directed by CoSA.

###### **4.11.1.2 Functional Responsibilities:**

This individual will have overall responsibility for maintaining the account, to include responding to customer's needs/concerns, managing personnel and overseeing all administrative functions. Basic duties include:

**Safety:** Develop and maintain safety programs outlining site specific hazards for personnel, including vehicle safety, driving safety. All employees shall be issued appropriate personal protection equipment (PPE) (i.e. hard hat, safety vest, leather gloves, steel toed footwear).

**Training:** Provide system specific initial On the Job Training (OJT) to personnel. Ensure all system certifications are completed and maintained as required.

**Uniforms:** Respondent employees shall maintain high uniform and appearance standards.

**Scheduling:** Meet all contractual scheduled hours and response times.

**Policies:** Enforce policies as outlined by the corporate policy and contract document.

**Standards & Audit Compliance:** Meet and exceed Operational Audit Standards.

**Equipment:** Identify equipment utilized on the account, including vehicles, and maintain appropriate inventory and maintenance checklists/follow-up.

**Recognition:** Utilize the Quality Assistance and Training (QA&T) recognition program for solid & top performers.

**Counseling:** Review substandard performance with employees face-to-face and provide coaching and training to increase performance. Document all counseling, training and coaching sessions.

Disciplinary Actions: Enforce standards as outlined by the corporate policy and contract document.

Client Communications: Meet with and listen to clients; maintain a proactive approach to client needs.

Documentation: Review all service call records, invoices and reconcile as appropriate.

Training: Submit complete and accurate training documentation: OJT Checklists.

#### **4.11.2 Respondent's Local Project Manager**

##### 4.11.2.1 Background Requirements:

This will be a full time position that shall administer the day-to-day contract requirements on behalf of the Respondent, and shall be a liaison between the Respondent and CoSA. This individual will regularly meet with CoSA's Contract Administrator, as specified by CoSA. The Project Manager shall be responsible for training, implement task orders, and coordinate scheduling, production and updating of project status, disciplinary action, and special projects as directed by CoSA.

Candidates for this position should be highly motivated, results orientated, self-starters with a strong professional image. They must be well motivated, able to work well independently and make decisions. Excellent communication skills (written and verbal) are required. Also necessary are strong leadership and coaching skills, supervisory experience, and knowledge of general business practices through experience or education. This position may also require some college, law enforcement or military experience; three or more years of security experience; two or more years of supervisory experience; high-level customer service skills; and additional training as necessary.

Internal candidates must be in his or her current position a minimum of six months, all previous performance ratings must be satisfactory or above, and the candidate must have no disciplinary actions within the last six months.

##### 4.11.2.2 Functional Responsibilities:

Basic duties include:

- Manage integration project development from initiation to closure.
- Manage system service call response from initiation to closure.
- Be accountable for project results along with CoSA.
- Work with CoSA to complete charter outlining scope, goals, deliverables, required resources, budget and timing.
- Complete work breakdown structure to estimate effort required for each task.
- Provide project schedule to identify when each task will be performed.
- Clearly communicate expectations to team members and CoSA.
- Act as mediator between CoSA and team members.
- Resolve any issues and solve problems throughout project life cycle.
- Effectively manage project scope by ensuring any changes to scope are documented and approved by project change request by CoSA.
- Determine if external consultants or Respondents will be required to complete project plan. If required, recruit and manage appropriate staffing resources.
- Track and report on project milestones and provide status reports to CoSA.
- Lead, coach and motivate project team members on a proactive basis.

- Ensure all project documents are safely archived following project completion and provide copies to stakeholders.
- Be capable of completing functional responsibilities of the Senior (Lead) Technician.

#### 4.11.3 Senior (Lead) Installation/Service Technician

##### 4.11.3.1 Background Requirements:

This will be a full time position and the primary function of the Senior (Lead) Technician is to complete day-to-day contract requirements on behalf of the Respondent. This individual shall be responsible for training technicians, implement task orders, and coordinate scheduling, production and updating of project status and special projects.

This individual must have the ability to communicate effectively both orally and in writing for the purpose of public interaction and maintenance/service report writing and should be able to interact with all levels of city employees and the public in a direct, timely and professional manner. He or she must have the ability to deal with internal and external customers and to ensure compliance with fair employment practices. The individual must be able to get along with other employees, follow directions, work under stress, add value and continuously improve. Obviously, he or she must also maintain regular attendance to ensure avoidance of unpredictable, frequent and/or ongoing tardiness. This position may also require some college or military experience; three or more years of security experience; high-level customer service skills; and additional training as necessary.

##### 4.11.3.2 Functional Responsibilities:

Basic duties include:

- Serve as a senior (lead) security installation, programming and service technician.
- Direct installation/service technician field activities.
- Examine systems to locate problems, such as loose connections or broken insulation.
- Test backup batteries, keypad programming, sirens, and all security features in order to ensure proper functioning, and to diagnose malfunctions.
- Mount and fasten control panels, door and window contacts, sensors, or video cameras and attach electrical and telephone wiring to connect components.
- Install, maintain, or repair security systems, alarm devices, or related equipment, following blueprints of electrical layouts and building plans.
- Feed cables through access holes, roof spaces, and cavity walls to reach fixture outlets; then position and terminate cables, wires and strapping.
- Inspect installation sites and study work orders, building plans, and installation manuals to determine material requirements and installation procedures.
- Adjust sensitivity of units, based on room structures and manufacturers' recommendations, using programming keypads.
- Test and repair circuits and sensors, following wiring and system specifications.
- Drill holes for wiring in wall studs, joists, ceilings, or floors.
- Demonstrate systems for customers and explain details, such as the causes and consequences of false alarms.
- Provide customers with cost estimates for equipment installation.

- Prepare documents, such as service records, maintenance logs, and project progress reports.
- Consult with clients to assess risks and to determine security requirements.
- Order replacement parts.
- Keep informed of new products and developments.
- Mount raceways and conduits and fasten wires to wood framing.
- Report unsafe acts and environmental conditions.
- Enforce company and client policies, rules and regulations.
- Escort staff and sub-contractors on the client's property.
- Provide other services as specified by the contract and project specifications.
- Report to work as assigned, and complete assignments, including overtime, as assigned.
- Enforce system specific training and certification requirements.

#### **4.11.4 Installation/Service Technician**

##### 4.11.4.1 Background Requirements:

This will be a full time position and the primary function of the technician is to complete day-to-day contract requirements on behalf of the Respondent. This individual shall be responsible for completing training requirements, implement task orders, and execute scheduling, production and updating of project status and special projects.

This individual must have the ability to communicate effectively both orally and in writing for the purpose of public interaction and maintenance or service report writing and should be able to interact with all levels of city employees and the public in a direct, timely and professional manner. He or she must have the ability to deal with internal and external customers and to ensure compliance with fair employment practices. The individual must be able to get along with other employees, follow directions, work under stress, add value and continuously improve. Obviously, he or she must also maintain regular attendance to ensure avoidance of unpredictable, frequent and/or ongoing tardiness. This position may also require some college or military experience; three or more years of security experience; high-level customer service skills; and additional training as necessary.

##### 4.11.4.2 Functional Responsibilities:

Basic duties include:

- Serve as a security systems installation, programming and service technician.
- Examine systems to trace problems, such as loose connections or broken insulation.
- Test backup batteries, keypad programming, sirens, and all security features in order to ensure proper functioning, and to diagnose malfunctions.
- Mount and fasten control panels, door and window contacts, sensors, or video cameras and attach electrical and telephone wiring to connect components.
- Install, maintain, or repair security systems, alarm devices, or related equipment, following blueprints of electrical layouts and building plans.
- Feed cables through access holes, roof spaces, and cavity walls to reach fixture outlets; then position and terminate cables, wires and strapping.
- Inspect installation sites and study work orders, building plans, and installation manuals to determine material requirements and installation procedures.

- Adjust sensitivity of units, based on room structures and manufacturers' recommendations, using programming keypads.
- Test and repair circuits and sensors, following wiring and system specifications.
- Drill holes for wiring in wall studs, joists, ceilings, or floors.
- Demonstrate systems for customers and explain details, such as the causes and consequences of false alarms.
- Provide customers with cost estimates for equipment installation.
- Prepare documents, such as service records, maintenance logs, and project progress reports.
- Consult with clients to assess risks and to determine security requirements.
- Identify replacement parts needed.
- Keep informed of new products and developments.
- Mount raceways and conduits and fasten wires to wood framing.
- Report unsafe acts and environmental conditions.
- Enforce company and client policies, rules and regulations.
- Escort staff on the client's property, as approved.
- Provide other services as specified by the contract and project specifications.
- Maintain system specific training and certification requirements.

#### **4.11.5 Service Technician**

##### 4.11.5.1 Background Requirements:

The primary function of the Service Technician is to provide on-site service for the installed security systems at the San Antonio International Airport. This individual shall be responsible for completing training requirements, implement task orders, and execute scheduling, production and updating of project status and special projects.

This individual must have the ability to communicate effectively both orally and in writing for the purpose of public interaction and maintenance/service report writing and should be able to interact with all levels of city employees and the public in a direct, timely and professional manner. He or she must have the ability to deal with internal and external customers and to ensure compliance with fair employment practices. The individual must be able to get along with other employees, follow directions, work under stress, add value and continuously improve. Obviously, he or she must also maintain regular attendance to ensure avoidance of unpredictable, frequent and/or ongoing tardiness. This position may also require some college or military experience; three or more years of security experience; high-level customer service skills; and additional training as necessary.

##### 4.11.5.2 Functional Responsibilities:

Basic duties include:

- Serve as a security system service technician.
- Examine systems to trace problems, such as loose connections or broken insulation.
- Test backup batteries, keypad programming, sirens, and all security features in order to ensure proper functioning, and to diagnose malfunctions.
- Maintain, or repair security systems, alarm devices, or related equipment, following system blueprints and building plans.

- Inspect installation sites and study work orders, building plans, and installation manuals to determine material requirements and installation procedures.
- Adjust sensitivity of units, based on room structures and manufacturers' recommendations, using programming keypads.
- Test and repair circuits and sensors, following wiring and system specifications.
- Demonstrate systems for customers and explain details, such as the causes and consequences of false alarms.
- Prepare documents, such as service records, and system maintenance logs.
- Consult with clients to assess risks and to determine security requirements.
- Keep informed of new products and developments.
- Report unsafe acts and environmental conditions.
- Enforce company and client policies, rules and regulations.
- Escort staff on the client's property, as approved.
- Provide other services as specified by the contract and project specifications.
- Maintain system specific training and certification requirements.

#### **4.11.6 Security Applications Engineer**

##### 4.11.6.1 Background Requirements:

The primary function of the Applications Engineer is to protect life and property. This is facilitated by providing public safety to the client, employees, guests and the general public and safeguarding the client's property (buildings, office equipment, automobiles, valuables or anything within the client's premises) from being stolen, destroyed or damaged.

This individual must have the ability to communicate effectively both orally and in writing for the purpose of public interaction and maintenance/service report writing and should be able to interact with all levels of city employees and the public in a direct, timely and professional manner. He or she must have the ability to deal with internal and external customers and to ensure compliance with fair employment practices. The individual must be able to get along with other employees, follow directions, work under stress, add value and continuously improve. Obviously, he or she must also maintain regular attendance to ensure avoidance of unpredictable, frequent and/or ongoing tardiness.

As a Security Applications Engineer, this individual must also be trusted with confidential information and must be eligible to receive and retain security clearances. This position may also require one or more of the following: experience operating communications systems and knowledge of communications procedures and terminology; experience with video monitoring systems; access control systems; and central alarm monitoring systems; computer skills; some college experience; three or more years of security experience; high-level customer service skills; and additional training as necessary.

##### 4.11.6.2 Functional Responsibilities:

Basic duties include:

- Develop and assess for the security of technical infrastructure security solutions, including the design and architecture of enterprise applications.
- Accept and lead complex assignments with extensive organizational impact.
- Anticipate and respond to emerging threats with innovative security solutions.

- Influence and drive security solutions across organizational boundaries.
- Must be able to work autonomously as well as in team environments, often in stressful, high impact situations.
- Perform operator-level maintenance of equipment.
- Report all incidents, accidents or medical emergencies to the appropriate persons and authority(ies).
- Provide customer service and problem-solving.
- Report unsafe acts and environmental conditions.
- Enforce company and client policies, rules and regulations.
- Provide other services as specified.
- Report to work as assigned, and complete assignments, including overtime, as assigned.

#### **4.12 SELECTION REQUIREMENTS**

Respondent personnel shall meet the following minimum requirements before being assigned to CoSA.

- 4.12.1 Minimum age requirement of 21 years of age.
- 4.12.2 Posses a valid license issued by the State of Texas. A temporary card is not acceptable.
- 4.12.3 Ability to read, write, speak and understand the English language fluently.
- 4.12.4 Pre-employment 5 panel drug screening (renewed annually).
- 4.12.5 Proof of IRCA eligibility, e.g., Social Security card and green card.
- 4.12.6 Acceptable comprehensive background check relative to criminal history, driving record, and verification of experience, including drug screening.
- 4.12.7 Valid Texas Motor Vehicle Operators License.
- 4.12.8 Three years of experience in security, loss control, emergency services, public safety; or an Associate's degree or 60 credit hours of college coursework; or three years of military experience; or any reasonable combination of the above.
- 4.12.9 Possession of a high school diploma or equivalent.
- 4.12.10 Each individual contract may require an additional security clearance.

#### **4.13 RESPONDENT'S STAFF**

CoSA may or may not exercise its option to approve Respondent's Project Manager position.

#### **4.14 TRAINING**

Systems Training: Respondent shall, within 30 calendar days following award of an agreement, certify to the Agreement Administrator as to the satisfactory completion of Training and Certification of each of its employees assigned to CoSA. Required training and certification for all personnel shall include the following:

- Identive – HIRSCH Hardware Course
- Identive – HIRSCH Velocity Installation Course
- Identive – HIRSCH Velocity Administrator Course

- Genetec – Security Center Technical Certification
- Genetec – Omnicast Technical Certification
- Bosch – GV Series Intrusion Alarm Panels
- Aiphone – IS Series for Technicians (AIST)
- Panduit – Panduit Certified Installer

Annual Training: Respondent shall develop an annual training program approved by CoSA for all employees. The training program will include course description and subject matter, method of instruction and training instructors. This program shall provide Respondent employees with the latest requirements, guidance, and equipment available.

#### **4.15 PERFORMANCE STANDARDS**

- 4.15.1 Respondent shall maintain personnel files on each employee assigned to CoSA. Each file shall include proof or documentation of employee having met all employment requirements, initial training and certifications, basic and annual training, annual performance evaluations, special systems training and certifications.
- 4.15.2 CoSA retains the right to inspect and test all services, equipment or materials furnished or used in the performance of services. Such inspections and testing will avoid undue interference with Respondent's ability to carry out its responsibilities. Should CoSA determine that services or equipment used by the Respondent are not satisfactory, CoSA shall inform Respondent in writing and require Respondent to take immediate corrective action within the terms of the agreement.
- 4.15.3 Should Respondent fail to make the necessary changes to comply with the requirements of performance standards, CoSA may elect to procure or furnish services and charge Respondent for any cost that is directly related to this issue, or terminate the agreement.
- 4.15.4 Respondent shall evaluate each employee at 90 days of service and conduct thorough performance reviews annually thereafter. Each employee must demonstrate a working knowledge via an on-site observation by the supervisor, in the following areas:
- 4.15.5 Emergency response plans, bomb threats and fire/safety evacuation plans.
- 4.15.6 The duties and responsibilities as outlined in their job description.
- 4.15.7 Production of written service and maintenance reports, which are grammatically correct and able to be presented for management or potential litigation review.
- 4.15.8 Possession and maintenance of the minimal qualifications (see **Selection Requirements**) under this contract.
- 4.15.9 Every technician, engineer and manager shall maintain up-to-date knowledge and skills necessary to perform their duties. Managers shall conduct inspections and testing to ensure compliance with the requirements of the agreement. Managers shall visit technicians and engineers to be sure that they understand the requirements and to observe the implementation of those requirements. Managers shall periodically perform their own assessment of security and unsafe conditions in addition to installations and service work completed by their assigned personnel.

Managers must ensure the following:

- 4.15.10 Meet each of the performance objectives stated above.
- 4.15.11 Train personnel in meeting the requirements of this assignment.
- 4.15.12 Ensure compliance with the rules, regulations, duties and responsibilities by each subordinate employee assigned to this contract.

- 4.15.13 Assist in the orientation and training of new and experienced personnel assigned to this contract.
- 4.15.4 Provide assistance and guidance to all employees on matters of policy and operating procedures and personnel matters by; advising subordinates of changes in procedures; informing CoSA of questions, concerns or matters requiring further clarification and direction; scheduling personnel to meet assignments under normal and emergency conditions; providing accurate time and attendance data for Respondent's payroll system; and providing documentation of training to the Agreement Administrator on request.

#### **4.16 UNIFORMS/EQUIPMENT/VEHICLES**

- 4.16.1. Respondent shall supply each technician with five complete uniforms. Respondent shall supply headgear or hats that are appropriate for the assigned task, or as approved by the Contract Administrator. Respondent shall supply jackets/coats, and all rain/foul weather gear required and appropriate for the assigned task or as approved by the Agreement Administrator. Uniforms worn by Respondent's personnel shall have an approved company insignia. Respondent's personnel shall wear identifying insignia of their employer, as required by law and approved by CoSA. Personnel assigned to CoSA will display CoSA identification credentials approved by the Agreement Administrator.
- 4.16.2 Technician Uniform requirements: A standard uniform shall be worn by these personnel and shall consist of a short or long sleeve utility uniform shirt with agency logo affixed above the left breast pocket, utility uniform pants, leather work boots, and a belt with metal buckle.
- 4.16.3 Managers and Engineers: A business casual style uniform shall be worn by these personnel. The uniform casual/dress shirt should have an agency patch or logo above the left breast pocket, casual/dress pants, leather casual/dress shoes, and a casual/dress belt with metal buckle.
- 4.16.4 Temporary Labor: All temporary labor shall wear a t-shirt with company insignia, utility uniform pants, leather work boots, and a belt with metal buckle.
- 4.16.5 Respondent shall ensure that all of its employees present themselves in a clean and professional manner. Managers will monitor the cleanliness and serviceability of personnel uniforms. Respondent shall ensure that each of its employees has appropriate replacement shirts and trousers per year.
- 4.16.6 Equipment: Respondent shall provide the necessary equipment such as flashlights, clipboards, reflective vests and other necessary equipment, to include hand-held tools, as approved by CoSA.
- 4.16.7 Vehicles: Respondent shall provide vehicles of the proper type and number sufficient to carry out the requirements of the contract and subject to approval of the Agreement Administrator. Respondent's vehicles used in this contract shall have Respondent's identification prominently displayed. Any temporary vehicles utilized by Respondent shall have magnetic signs with company insignia affixed identifying them as a Respondent asset.
- 4.16.8 All motor vehicles, tools, and other equipment required shall be maintained in good working order throughout the length of the contract.

#### **4.17 COMPENSATION AND BENEFITS**

- 4.17.1 Respondent shall be required to pay all wages, salary, shift pay, taxes and benefits. Respondent shall maintain accurate records of the hours worked and leaves taken for each employee. Timesheets for each employee shall be submitted with the proper invoice.
- 4.17.2 All billable overtime shall have prior approval from Agreement Administrator before assigning overtime hours. The Program Manager position shall be considered exempt from overtime pay.

#### **4.18 LAWS**

Respondent shall keep apprised of all laws, labor laws, ordinances, and regulations affecting its employees and of all orders, decrees or tribunals having jurisdiction or authority over the same. Respondent shall comply with and shall cause all its agents and employees to observe and apply all applicable laws, ordinances, regulations, orders and decrees in effect or which may become effective during the term of the agreement.

#### **4.19 AUDITS**

Respondent shall honor CoSA's right to perform verification audits of personnel files of assigned personnel and of supporting receipts and documentation associated with billing of services in compliance with any provision of this agreement. CoSA will provide reasonable notice of such audits, in order to avoid undue disruption of Respondent's operations.

#### **4.20 STRUCTURED CABLING REQUIREMENTS**

##### **Structured Cabling Service Categories and Definitions:**

The types of services being requested are as follows: All represented figures are approximations.

4.20.1 **Cable Pulling** – Pulling Definition: The gathering of materials, placement and properly supporting and securing material according to EIA/TIA and City of San Antonio Cable Guidelines. Dressing in of wires in data racks and properly sealing fire wall or floors that were penetrated, clean up and returning site to original condition.

##### **4.20.2 Cable Terminating**

4.20.3 Terminating 4 pair Cat 5E/6 unshielded twisted pair, T568B wiring cable, label and test

4.20.4 Terminating Definitions: Installing jacks in patch panel or in office locations

4.20.5 Terminating a Multi conductor cable in a patch panel. Testing wire with a certified CAT 5E/6 tester and providing results in a PDF and native tester format. Labeling both ends of cable with identical labels. (Test equipment supplied by Respondent)

4.20.6 **Test Definition**- Category 5E/6 unshielded twisted pair, T568B wiring Wire Testing

The following tests shall be performed on all installed Category 5E/6 wire runs:

Testing shall be end-to-end, patch panel to jack patch cables (where applicable)

Length Test: All four pairs are to be documented

Any NEXT Limit: 27.1db or greater @ 100 MHz

Attenuation. Limit 24.0 dB or less @ 100 MHz

Wire Map (test must include open pairs, shorts and crossed pairs)

Auto Test. (If Auto-test is employed it must encompass all tests listed previously)

Test results must be presented in a Microsoft Excel spreadsheet, Version 5.0 or higher format, detailing cable location (building, IDF, MDF, etc.) and all requested test data for each cable run.

##### **4.20.7 Miscellaneous Labor**

4.20.8 Labor Definitions: Work other than specified in this contract. Equipment transport, moving furniture, painting and hanging plywood, etc. as it pertains to communications projects.

4.20.9 Materials: Respondent shall indicate a materials percentage increase or mark-up as part of the response to this RFO. Awarded vendors will be required to submit job estimates with a materials manifest or quotation from their supplier. All material percentage increases or mark-ups must match or be less than the percentage increase identified in RFO response. All subsequent invoices will follow the same protocol.

#### **4.21 GENERAL CABLING SPECIFICATIONS**

Prospective vendors must demonstrate ability to purchase, install, modify and service telecommunications cable associated with security systems. A full range of cable installation services is required as needed to complete the installation, maintenance or service of a security system. Services to the City will include cable infrastructure design and technology consultation. Telecommunications cable will consist primarily of inside horizontal station cable. There will be some need for outside installation and repair of distribution cable. This contract applies to all existing City of San Antonio/leased facilities and may apply to large remodel, multi-phase projects and new buildings.

The work included in these specifications including all labor, materials, tools, equipment and possible outside services (i.e. subcontractor) necessary to perform and complete each project, is the sole responsibility of the Respondent. The scope of this work includes, but is not limited to, providing the following:

- 4.21.1 All horizontal station cabling between the telecommunications distribution room and the identified field device as required.
- 4.21.2 All copper and fiber optic backbone cables between telecommunications rooms for building riser systems and facilities between buildings, underground or overhead, wall fields for various telephone systems and data rack and distribution panel as required.
- 4.21.3 All equipment racks/cabinets, backboards, outlets, patch panels/cords, cable management and hardware in order to support the telecommunications system as required.
- 4.21.4 All terminations, cross connects and patching of all copper cables as required; Testing and documentation as required.

**4.22 STRUCTURED CABLING STANDARD REQUIREMENTS**

- 4.22.1 The Respondent shall provide all labor and materials called for in the specifications in accordance with the conditions of the contract. This includes all incidentals such as equipment, hardware, services, hoisting, scaffolding, supports, tools, supervision, consumable items, etc., necessary to provide a complete cabling system as described herein. In no case shall Respondent use City of San Antonio tools or equipment.
- 4.22.2 It is the intent of these specifications to provide a complete workable communications cabling system ready for the City of San Antonio use. Nevertheless, the Respondent shall be responsible for all items normally required to deliver a complete communications cabling system despite not being specifically depicted in the specifications.
- 4.22.3 Installations shall be as indicated in the applicable sections of these specifications and shall be in compliance with all applicable industry standards. Requirements and details stated in the specifications shall govern if they differ from submitted plans and shop drawings.
- 4.22.4 Respondent will be contacted by ITSD Physical Security's staff on an "as-needed" basis. Installation locations as well as work to be performed will be specifically identified by ITSD Physical Security staff. If there is a conflict between the terms of this contract and the work being identified then the terms of this contract shall control. Any work being performed without authorization from ITSD Physical Security staff prior "approval" of execution of work will be a Respondent's expense.
- 4.22.5 The Respondent shall be responsible for the delivery of any and all requests for information, plans, shop drawings, submittals, samples and/or any other required deliverables through the City of San Antonio or its representative. The cost of these items shall be included in price quotes submitted to the City of San Antonio.

**4.23 STRUCTURED CABLING TECHNICAL REQUIREMENTS**

- 4.23.1 The City has security systems services in approximately over 60 properties, some of which may contain asbestos. A certified person in asbestos identification is required whenever asbestos is suspected at a job location and this person shall notify the City immediately whenever asbestos is detected. There will be NO ABATEMENT of suspected asbestos by the Respondent. If City must issue a stop Work Order due to asbestos, Respondent shall only invoice City for work actually performed. TDH Certification (Asbestos) requirements can be met by a sub-Respondent under this contract.
- 4.23.2 The City has standardized on Panduit Structured Cable system. Technicians who terminate UTP cable must be Panduit certified. Panduit Certifications (PCI) are required to be included with this bid. Respondent must provide a list of technicians who will be assigned to perform work on the City account for work orders and trouble tickets.
- 4.23.3 Installations performed by the successful bidder must be guaranteed for a minimum period of one year and defects must be corrected within 24 hours upon notification to vendor.

**4.24 ACCEPTANCE OF INSTALLATION AND SERVICE**

Respondent shall have reasonable time (but not more than 30 days) after completed system integration(s) to provide the City with "as-built" facility plans; completed integration report detailing device locations, device name, device make and model, device serial numbers, associated network addresses, programming details, device warranty expiration; completed system functional test report(s); and all keys (physical and logical) for associated system components. City shall have reasonable time (but not less than 30 days) after the completed system

integration(s) to inspect the installation tendered by the Respondent. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

#### **4.25 APPLICABLE CODE AND CITY SAFETY REQUIREMENTS**

- 4.25.1 Respondent shall comply with all applicable governmental regulations and with all known Federal, State, City, and other applicable codes and ordinances. The Respondent shall be responsible for all fees, duties, licenses, etc., which may be required to perform work as part of any contract which may arise as a result of this RFO.
- 4.25.2 All articles or parts of articles of the National Electric Code, Article 800, Communications Circuit not so amended, modified or supplemented by these Technical Requirements, shall remain in full force and effect. Should any discrepancy become apparent between the National Electric Code and these Technical Requirements, the Respondent shall notify the City of San Antonio, in writing, and the City of San Antonio will interpret and decide such matters in accordance with the provisions of the National Electric Code.
- 4.25.3 Grounding and Bonding as required by the City of San Antonio Cable guidelines.
- 4.25.4 Fire stopping as required by code and indicated in the specifications of relevant project.
- 4.25.5 All work to be in compliance with the current applicable codes including, but not limited to, Telecommunications Industry Association / Electronic Industries Alliance (TIA/EIA) Building Telecommunications Wiring and the City of San Antonio Infrastructure Cabling Guidelines, exhibit 4.
- 4.25.6 Standards to include TIA/EIA-568-B, TSB-67, TSB-72, TSB75, EIA/TIA-569, EIA/TIA-570, EIA/TIA-606, EIA/TIE-607, ANSI/NECA/BICI 568-2001, and the BICSI Telecommunications Distribution Methods.
- 4.25.7 Respondent must detail a Quality Assurance / Quality Control plan that can be put in place to meet the requirements of this RFO and maintain the integrity of City communications infrastructure.
- 4.25.8 Respondent must provide the City with a detailed safety plan.

#### **4.26 DISCOVERY AND REPORTING OF ASBESTOS**

- 4.26.1 Respondent must employ or have on contract an individual with a minimum of two years working experience in the field of asbestos inspections and/or abatement projects.
- 4.26.2 A TDH certificate **must** be supplied with the bid. Respondent must have an individual licensed by the Texas Department of Health (TDH) as an Asbestos Respondent/Supervisor, competent person, in accordance with 25 TAC 295.41 on staff or on contract available to inspect the working area for potential asbestos material.
- 4.26.3 In the case where an employee of the Respondent expects or determines the exposure of possible asbestos, the employee must notify the Respondent's licensed TDH person, stop work and vacate the work area immediately.
- 4.26.4 It should be noted that if suspected asbestos containing building material (ACBM) may be impacted by the Respondent and an alternate route can be taken to prevent the disturbance, the alternate route shall be taken to avoid any possible disturbance of the suspected or identified ACBM. If a case arises, it will be brought to the attention of a City representative working in conjunction with the Respondent to make a judgment on whether the re-routing of the cable is most cost effective.

#### **4.27 MATERIAL COSTS**

Up charges for materials shall not exceed 10% of dealer acquisition cost and actual cost must be supported by the manufacturer catalog or a copy of the purchase invoice attached to invoices submitted to the City for payment.

## 005 - SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or OCTOBER 1, 2014, whichever is later. This contract shall begin upon the date specified in the award letter, if it does not exceed \$50,000. This contract shall terminate on JUNE 30, 2018.

### Renewals.

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

### Temporary Short Term Extensions.

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

### Award of Contract.

The City seeks to contract with multiple firms in order to provide Security Systems Installation, Maintenance and Service for all City Departments to use as needed.

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

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

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

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

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

### Warranty.

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

merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

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

#### Internal / External Catalog.

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

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

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

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

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

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

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

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

#### Catalog Updates.

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

#### Catalog Discount Pricing.

It is agreed that any published price list(s) may be superseded or replaced during the contract period only if such list is published by the manufacturer for industry wide use. If Vendor's catalog is a compilation of products from various manufacturer's, then the product pricing for a particular manufacturer's products may be superseded or replaced if that

manufacturer's price increase is published for industry wide use. Vendor must be able to substantiate the price increase to City's satisfaction.

A revised price list must be submitted to City in the same format as the originally submitted price list, unless a different format is approved by City. It is agreed that any price list provided other than the manufacturer's price list may not be superseded or replaced during the contract period. (NOTE: Discounts accepted as part of this offer are not subject to revision.)

A written notice stipulating in detail the changes of a price list must be furnished and approved by City before revisions go into effect.

All price lists submitted with the offer, or approved revisions, are hereby incorporated into this contract by reference.

Insurance.

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

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

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

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory Limits \$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	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  f. \$100,000
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: Finance Department, Purchasing Division  
P.O. Box 839966  
San Antonio, Texas 78283-3966

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

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

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

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

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

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

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

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

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

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

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

#### 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:

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

Attachment A – Price Schedule  
Attachment B - Small Business Economic Development Advocacy (SBEDA) Program Language and Forms  
Attachment C – Non-Discrimination Ordinance Language  
Attachment D- Veteran-Owned Small Business Preference Program Tracking Form  
Attachment E - Supplemental Information Related to the State of Texas Conflict of Interest Requirement  
Attachment F – Qualifying Proposal Scenarios  
Attachment G – Local Preference Program Identification Form  
Attachment 1- Prevailing Wages: Building Decision TX140002 pub 03 07 2014  
Attachment 2- Heavy Highway Decision TX140016 pub 01 03 2014  
Attachment 3 - City of San Antonio Physical Security System Infrastructure Guidelines  
Attachment 4 - City of San Antonio Structured Cabling Infrastructure Guidelines

### Bonds and Prevailing Wage Rates for Projects

The City of San Antonio may require payment and performance bonds for identified projects that are deemed to be a public work or if the project is considered to be construction in nature. The City of San Antonio Information Technology Services Department will work with the Traffic and Capital Improvements Department to make that determination.

### Bid Bond.

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

For hard copy offers, the bid bond must accompany the offer. For electronic submissions, Offeror must provide the original bid bond to City's Purchasing & General Services Department prior to bid opening in accordance with the instructions for hard copy submissions.

### Performance Bond.

Respondent shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code in the full amount of the contract price. If this is an annual contract with estimated quantities, the bond shall be in the amount of the estimated contract price for a one year period. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract.

### Payment Bond.

Respondent shall provide a payment bond as security for all persons supplying labor and material in the performance of this contract. Said bond shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code in the full amount of the contract price. If this is an annual contract with estimated quantities, the bond shall be in the amount of the estimated contract price for a one year period. Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253 and the Texas Property Code, chapter 53. This bond must be executed and delivered to City prior to commencement of work under this contract.

#### Prevailing Wage Rates.

The Provisions of Chapter 2258 of the Texas Government Code, and the "Wage and Labor Standard Provisions" amended in City Ordinance 2008-11-20-1045, expressly are made a part of this Contract. Respondent shall forfeit, as a penalty to Owner, sixty dollars (\$60.00) for each laborer, workman or mechanic employed for each calendar day, or portion thereof, in which such laborer, workman or mechanic is paid less than the stipulated prevailing wage rates for any work done under this Contract by the Contractor or any subcontractor employed on the project. The establishment of prevailing wage rates, pursuant to Chapter 2258 of the Texas Government Code, shall not be construed to relieve Contractor from its obligation under any Federal or State Law, regarding the wages to be paid to or hours worked by laborers, workmen or mechanics, insofar as applicable to the work to be performed hereunder. Contractor, in the execution of this Project, agrees it shall not discriminate in its employment practices against any person because of race, color, creed, sex, or origin. Contractor agrees it will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, creed, national origin, sex, age, handicap or political belief or affiliation. This Contract provision shall be included in its entirety in any subcontract agreement entered into by the Contractor or any Subcontractor employed on the project.

#### Prevailing Wage

Prevailing wages are not required for maintenance work or any of the maintenance portions of the contract.

It shall be the responsibility of the Selected Respondent to comply, when applicable, with prevailing wages relevant to the type of work perform in identified project. It shall further be the responsibility of the Selected Respondent to monitor and report prevailing wage rates to the Traffic and Capital Improvements Department to assure compliance with federal wage determinations.

Contractor shall comply with the Wage and Labor Standard Provisions stated below and prevailing wage rates attached hereto and incorporated herein for all purposes as Attachment No. 1 and Attachment No. 2.

After award of contract, Contractor shall contact City's Labor Compliance office in order to obtain instructions for electronic submission of certified payrolls. This information may be provided at a pre-construction meeting, if one is arranged. Otherwise, it shall be Contractor's responsibility to obtain the necessary information.

City of San Antonio  
Transportation & Capital Improvements Department.  
Labor Compliance Office  
114 W. Commerce, 9th Floor  
San Antonio, Texas 78205  
Telephone: (210) 207-8774  
Fax: (210) 207-5859

#### Wage and Labor Standard Provisions - City of San Antonio Funded Construction.

##### General Statement.

For all City of San Antonio funded public works construction contracts, the City of San Antonio, in accordance with Texas Government Code Section 2258, requires that not less than the general prevailing wage rates (minimum hourly base pay and minimum hourly fringe benefit contribution) for work of similar character be paid to contractor and subcontractor employees. These wage rates are derived from the most current applicable federal prevailing wage rates as published by the United States Department of Labor, Dallas, Texas and

authority of Ordinance Nos. 60110 and 71312 as amended and passed by the City Council of the City of San Antonio.

Any deviation from Wage and Labor Standard Provisions compliance shall be cause for City's withholding either periodic interim or final payment to the contractor until such deviations are properly corrected.

#### Labor Compliance Office Responsibilities.

The Labor Compliance Office, Capital Improvements Management Services Department, City of San Antonio, is primarily responsible for all Wage and Labor Standard Provisions investigation and enforcement and will monitor contractor/subcontractor practices to assure the Director of Capital Improvements Management Services Department that:

Appropriate weekly compliance statements and payroll records are submitted to the City by the contractor/subcontractors and that such are reviewed for compliance with the Wage and Labor Standard Provisions.

Apprentices/trainees working on the project are properly identified by the contractor/subcontractor on payroll records and documented as being included in programs currently sanctioned by appropriate federal or state regulatory agencies.

Applicable Wage Determination Decisions, including any applicable modifications and related statements must be posted at the work-site by the contractor and that proper job classification and commensurate minimum hourly base and fringe wage rates are paid.

Employees are periodically interviewed (at random) to assurance of proper work classification and wage rates.

The Labor Compliance Office will investigate all allegations that no person employed by contractor/subcontractor is induced against his will, by any means, to give up any part of the compensation to which he is otherwise entitled.

That any and all periodic administrative directives to the Labor Compliance Office from the Director of Capital Improvements are being implemented. For purpose of these Wage and Labor Standard Provisions, the Director of Capital Improvements Management Services means the Director, his successor, or his designee.

#### Claims & Disputes Pertaining to Wage Rates.

Claims and disputes not promptly and routinely settled by the contractor/subcontractor and employee pertaining to wage rates, or to job classifications of labor employed regarding the work covered by this contract, shall be reported by the employee in writing, within sixty (60) calendar days of employee's receipt of any allegedly incorrect classification, wage or benefit report, to the Labor Compliance Office, City of San Antonio for further investigation. Claims and disputes not reported by the employee to the City's Wage & Hour Office in writing within the sixty (60) calendar day period shall be deemed waived by the employee for the purposes of the City administering and enforcing the City's contract rights against the contractor on behalf of the employee. Waiver by the employee of this City intervention shall not constitute waiver by the City to independently pursue contractual rights it has against the contractor/subcontractor for breach of contract and other sanctions available to enforce the Wage and Labor Standard Provisions.

#### Breach of Wage and Labor Standard Provisions.

The City of San Antonio reserves the right to terminate its contract for cause if the contractor/subcontractors shall for cause if the contractor/subcontractors shall knowingly and continuously breach, without timely restitution or cure, any of these governing Wage and Labor Standard Provisions. A knowing and unremedied proven violation of these Wage and Labor Standard Provisions may also be grounds for debarment of the contractor/subcontractor from future City of San Antonio contracts for lack of responsibility, as determined by the City of San Antonio. Recurrent violations, whether remedied or not, will be considered by the Director of Capital Improvements Management Services Department when assessing the responsibility history of a potential contractor/subcontractor prior to competitive award of future Project Management Office projects. The general

remedies stated in this paragraph 4. above, are not exhaustive and not cumulative for the City reserves legal and contractual rights to other specific remedies outlined herein below and in other parts of this contract and as are allowed by applicable City of San Antonio ordinances, state and federal statutes.

#### Employment of Laborers/Mechanics Not Listed In Wage Determination Decision.

In the event that a contractor/subcontractor discovers that construction of a particular work element requires a certain employee classification and skill that is not listed in the wage determinations decision the original contract documents, contractor/subcontractors will make prompt inquiry (before bidding, if possible) to the Labor Compliance Office identifying that class of laborer/mechanics not listed in the wage determination decision who are intended to be employed, or who are being employed, under the contract. Using his best judgment and information resources available to him at the time, and any similar prior decisions, the Director of Capital Improvements Management Services Department, City of San Antonio shall classify said laborers/mechanics by issuing a special local wage determination decision to the contractor/subcontractor, which shall be enforced by the Labor Compliance Office.

#### Minimum Wage.

All laborers/mechanics employed to construct the work governed by this contract shall be paid not less than weekly the full amount of wages due (minimum hourly base pay and minimum hourly fringe benefit contribution for all hours worked, including overtime) for the immediately preceding pay period computed at wage and fringe rates not less than those contained in the wage determination decision included in this contract. Only payroll deductions as are mandated by state or federal law and those legal deductions previously approved in writing by the employee, or as are otherwise permitted by state or federal law, may be withheld by the contractor/subcontractor.

Should the contractor/ subcontractor subscribe to fringe benefit programs for employees, such programs shall be fully approved by the City in adopting a previous U.S. Department of Labor (DOL) decision on such fringe benefit programs or by applying DOL criteria in rendering a local decision on the adequacy of the fringe benefit programs. The approved programs shall be in place at the time of City contract execution and provisions thereof disclosed to the Labor Compliance Office, City of San Antonio, for legal review prior to project commencement.

Regular contractor/subcontractor contributions made to, or costs incurred for, approved fringe benefit plans, funds or other benefit programs that cover periods of time greater than the one week payroll periods of time period (e.g. monthly or quarterly, etc.) shall be prorated by the contractor/subcontractor on weekly payroll records to reflect the equivalent value of the hourly and weekly summary of fringe benefits per employee.

#### Overtime Compensation Non-Federally Funded Projects.

No contractor/subcontractor contracting for any part of the City of San Antonio funded contract work (except for worksite related security guard services) which may require or involve the employment of laborers/ mechanics shall require or permit any laborer/mechanic in any seven (7) calendar day work period in which he or she is employed on such work to work in excess of 40 hours in such work period unless said laborer/ mechanic receives compensation at a rate not less than one and one-half times the basic hourly rate of pay for all hours worked in excess of 40 hours in a seven (7) calendar day work period. Fringe benefits must be paid for straight time and overtime; however, fringe benefits are not included when computing the overtime rate.

#### Payment of Cash Equivalent Fringe Benefits.

The contractor/subcontractor is allowed to pay a minimum hourly cash equivalent of minimum hourly fringe benefits listed in the wage determination decision in lieu of the contribution of benefits to a permissible fringe benefit plan for all hours worked including overtime as described in paragraph 6 above. An employee is not allowed to receive less than the minimum hourly basic rate of pay specified in the wage determination decision.

#### Work Conducted On Holidays-Non-Federally Funded Projects.

If a laborer/mechanic is employed in the normal course and scope of his or her work on the jobsite on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and Martin Luther King, Jr. Day, or the calendar days observed as such in any given year, work performed

shall be paid for at no less than one and one half (1 1/2) times the regular minimum hourly base pay regardless of the total number of the laborer/mechanic has accumulated during the pay period.

#### Underpayment Of Wages Or Salaries.

When a "full investigation" (as called for in and as construed under Texas Government Code Section 2258, establishes underpayment of wages by contractor/subcontractor to its laborers/mechanics employed upon the work covered by its contract with the City of San Antonio, the City shall withhold an amount from the contractor, out of any payments (Interim progress and/or final) due the contractor, the City of San Antonio may consider necessary to secure ultimate payment by the appropriate party to such laborers/mechanics, of full wages plus possible penalty (see b. below). The amount withheld, excluding any possible penalty to be retained by City, may be disbursed at an appropriate time after "full investigation" by the City of San Antonio, for and on behalf of the contractor/subcontractor (as may be appropriate), to the respective laborers/mechanics to whom the same is due or on their behalf to fringe benefit plans, funds or programs for any type of minimum fringe benefits prescribed in the applicable wage determination decision.

Texas Government Code Section 2258, states that the contractor shall forfeit as a penalty to the City of San Antonio the sum of sixty dollars (\$60.00) for each calendar day, or portion thereof, for each laborer, workman, or mechanic, who is paid less than the said stipulated rate for any work done under this contract, whether by the contractor himself or by any subcontractor working under him. Pursuant to and supplemental to this statutory authority, the City of San Antonio and the contractor/subcontractor contractually acknowledge and agree that said sixty dollar (\$60.00) statutory penalty shall be construed by and between the City of San Antonio and the contractor/subcontractor as liquidated damages and will apply to any violations of paragraphs 6, 7, or 9 herein, resulting from contractor/subcontractor underpayment violations.

If unpaid or underpaid workers cannot be located by the Contractor of the City after diligent efforts to accomplish same, the contractor report the wages as "unclaimed property" in accordance to Texas State law.

The City of San Antonio requires that the prime contractor send to the Labor Compliance Office a copy of the supporting documentation for the unclaimed property submitted to the State.

#### Displaying Wage Determination Decisions/and Notice to Laborers/Mechanics Statement.

The applicable wage determination decision as described in the "General Statement" (and as specifically included in each project contract), outlining the various worker classifications and mandatory minimum wages and minimum hourly fringe benefit deductions, if any, of laborers/mechanics employed and to be employed upon the work covered by this contract, shall be displayed by the contractor/ subcontractor at the site of work in a conspicuous and prominent public place readily and routinely accessible to workmen for the duration of the project. In addition, the contractor/subcontractor agrees with the contents of the following statement, and shall display same, in English and Spanish, near the display of the wage determination decision:

#### Notice to Laborers/Mechanics.

Both the City of San Antonio and the contractor/subcontractor agree that you must be compensated with not less than the minimum hourly base pay and minimum hourly fringe benefit contribution in accordance with the wage rates publicly posted at this jobsite and as are applicable to the classification of work you perform.

Additionally, you must be paid not less than one and one-half times your basic hourly rate of pay for any hours worked over 40 in any seven (7) calendar day work period, and for any work conducted on the following holidays: New Year's Day, Memorial Day, Fourth of July; Labor Day, Thanksgiving Day, Christmas Day, and Martin Luther King Day or the calendar days observed as such in any given year.

Apprentice and trainee hourly wage rates and ratios apply only to apprentices and trainees recognized under approved Federal, or State, apprenticeship training program registered with the Bureau of Apprenticeship and Training, U.S. Dept. of Labor.

If you believe that your employer is not paying the posted minimum wage for the type of work you do, you must make direct inquiry to the employer and inquire in writing within sixty (60) calendar days of your receipt of any allegedly incorrect wage or benefit check or report, to the City of San Antonio Labor Compliance Office, Capital Improvements Management Services Department, P.O. Box 839966, San Antonio, Texas 78283-3966. It is mandatory that the worker promptly file written inquiry of any allegedly incorrect wage or benefit checks or reports with the City of San Antonio, Labor Compliance Office within the sixty (60) calendar day period so that

they do not waive your potential right of recovery under the provisions of the City of San Antonio Project Management Office contract that governs this project.

Both the City of San Antonio and the contractor/subcontractor agree that no laborer/mechanic who files a complaint or inquiry concerning alleged underpayment of wages or benefits shall be discharged by the employer or in any other manner be discriminated against by the employer for filing such complaint or inquiry.

#### Payrolls & Basic Payroll Records.

The contractor and each subcontractor shall prepare payroll reports in accordance with the "General Guidelines" instructions furnished by the Labor Compliance Office of the City of San Antonio such payroll submittals shall contain the name and address of each such employee, his correct labor classification, rate of pay, daily and weekly number of hours worked, any deductions made, and actual basic hourly and fringe benefits paid. The contractor shall submit payroll records each week, and no later than seven (7) working days following completion of the workweek being processed, to the Labor Compliance Office, City of San Antonio. These payroll records shall include certified copies of all payrolls of the contractor and of his subcontractors, it being understood that the contractor shall be responsible for the submission and general mathematical accuracy of payrolls from all his subcontractors. Each such payroll submittal shall be on forms deemed satisfactory to the City's Labor Compliance Office and shall contain a "Weekly Statement of Compliance", as called for by the contract documents. Such payrolls will be forwarded to Capital Improvements Management Services, Labor Compliance Office, City of San Antonio, P.O. Box 839966, San Antonio, Texas 78283-3966.

This contract is subject to contract compliance tracking, and the prime contractor and any subcontractors are required to provide any noted and/or requested contract compliance-related data electronically in the Labor Compliance Electronic Certified Payrolls System. The prime contractor and all subcontractors are responsible for responding by any noted response date or due date to any instructions or request for information, and to check the City of San Antonio Labor Compliance Electronic Certified Payrolls System on a regular basis to manage contact information and contract records. The prime contractor is responsible for ensuring all subcontractors have completed all requested items and that their contact information is accurate and up-to-date. The City of San Antonio Labor Compliance Office may require additional information related to the contract to be provided electronically through the system at any time before, during, or after contract award.

Information related to contractor access of the system will be provided to a designated point of contact with each contractor upon award of the contract.

Copies of payroll submittals and basic supporting payroll records of the contractor/subcontractors accounting for all laborers/mechanics employed under the work covered by this contract shall be maintained during the course of the work and preserved for a period of three (3) years after completion of the project. The contractors/subcontractors shall maintain records which demonstrate: any contractor commitment to provide fringe benefits to employees as may be mandated by the applicable wage determination decision, that the plan or program is adjudged financially responsible by the appropriate approving authority, (i.e. U. S. Department of Labor, U.S. Department of Treasury, etc.), and that the provisions, policies, certificates, and description of benefits of the plan or program as may be periodically amended, have been clearly communicated in a timely manner and in writing, to the laborers/mechanics affected prior to their performing work on the project.

The contractor/subcontractor shall make the above records available for inspection, copying, or transcribing by authorized representatives of the City of San Antonio at reasonable times and locations forces of monitoring compliance with this contract.

All certified payrolls submitted to the Labor Compliance Office are deemed true and accurate. If upon review of the certified payrolls, wage underpayment violations are identified and noted, restitution will be calculated and penalties will be issued to the prime contractor of the project. In order to refute a wage violation, the contractor/subcontractor must provide supporting documentation to the Labor Compliance Office for review and consideration.

#### Labor Disputes.

The contractor/subcontractor shall immediately notify the Project Management Office or designated representative of any actual or impending contractor/subcontractor labor dispute which may affect, or is affecting, the schedule's of the contractor's, or any other contractor's/subcontractor's work. In addition, the contractor/subcontractor shall consider all appropriate measures to eliminate or minimize the effect of such labor disputes on the schedule, including but not limited to such measures as: promptly seeking injunctive relief if appropriate; seeking appropriate legal or equitable actions or remedies; taking such measures as establishing a reserved gate, as appropriate; if reasonably feasible, seeking other of supply or service; and any other measures that may be appropriately utilized to mitigate or eliminate the jobsite and scheduling effects of the labor dispute.

#### Complaints, Proceedings, or Testimony By Employees.

No laborers/mechanics to whom the wage, salary, or other labor standard provisions of this contract are applicable shall be or in any other manner discriminated against by the contractor/subcontractors because such employee has filed any formal inquiry or complaint or instituted, or caused to be instituted, any legal or equitable proceeding or has testified, or is about to testify, in any such preceding under or relating to the wage and labor standards applicable under this contract.

#### Employee Interviews to Assure Wage and Labor Standard Compliance.

Contractor/subcontractors shall allow expeditious jobsite entry of City of San Antonio Labor Compliance representatives displaying and presenting proper identification credentials to the jobsite superintendent or his representative. While on the jobsite, the Labor Compliance representatives shall observe all jobsite rules and regulations concerning safety, internal security and fire prevention. Contractor/subcontractors shall allow project employees to be separately and confidentially interviewed at random for a reasonable duration by the Labor Compliance representatives to facilitate compliance determinations regarding adherence by the contractor/subcontractor to these Wage and Labor Standard Provisions.

#### "Anti-Kickback" Provision.

No person employed in the construction or repair of any City of San Antonio public work shall be induced, by any, to give up to any contractor/subcontractor or public official or employee any part of the hourly and/or fringe benefit compensation to which he is otherwise entitled.

#### "False or Deceptive Information Provision".

Any person employed by the contractor/subcontractor in the construction or repair of any City of San Antonio public work, who is proven to have knowingly and willfully falsified, concealed or covered up by any deceptive trick, scheme, or device a material fact, or made any false, fictitious or fraudulent statement or representation, or made or used any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be permanently removed from the jobsite by contractor/subcontractor. The City of San Antonio reserves the right to terminate its contract for cause as a result of serious and uncured violations of this provision.

#### Employment of Apprentices/Trainees.

Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship & Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship & Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor/subcontractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in (b) below or is not registered or otherwise employed as stated above, shall be paid the wage rate for the classification of work he actually performs. The contractor/subcontractor is required to furnish to the Labor Compliance Office of the City of San Antonio, a copy of the certification, along with the payroll record that the employee is first listed on. The wage rate paid apprentices shall be not less than the specified rate in the registered program for the apprentice's level of

progress expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination decision.

Trainees will be permitted to work at less than the predetermined rate for the work performed when they are employed pursuant to an individually registered program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen shall not be greater than that permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress. Any employee listed on the payroll at a trainee wage rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the wage rate determined by the classification of work he actually performs. The contractor/subcontractor is required to furnish a copy of the trainee program certification, registration of employee-trainees, ratios and wage rates prescribed in the program, along with the payroll record that the employee is first listed on, to the Labor Compliance Office of the City of San Antonio. In the event the Employment and Training Administration withdraws approval of a training program, the contractor/subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved by the Employment and Training Administration.

Paragraphs above shall not operate to exclude training programs approved by the OFCCP, United States Department of Labor and as adopted by the Associated General Contractors (AGC) of Texas, Highway, Heavy, Utilities and Industrial Branch. Guidelines for these training programs shall be the same as those established for federally funded projects. This sub-paragraph shall not apply to those portions of a project deemed to be building construction.

The Ratio to Apprentice to Journeyman for this project shall be the same as the ratio permitted under the plan approved by the Employment and Training, Administration, Bureau of Apprenticeship and Training, U.S. Department of Labor, by Craft. A copy of the allowable Ratios is included with the applicable Wage Determination Decision in the specifications for this project.

When "full investigation" as called for in, and as construed under, Texas Government Code Section 2258, evidences a violation of the Apprentice or Trainee to Journeyman ratios effective for contractor/subcontractor employees working on this contract, the City of San Antonio, in addition to such other rights as may be afforded it under state and/or federal law and/or other sections of its contract, shall withhold from the contractor, out of any payments (interim progress and/or final) due the contractor, the liquidated damages sum of seventy-five dollars (\$75.00) for each calendar day, or portion thereof, for each certified Apprentice or Trainee employee assigned to a Journeyman that exceeds the maximum allowable Apprentice/ Trainee to Journeyman ratio stipulated for any work done under this contract, whether by the contractor himself or by any subcontractor working under him.

#### Jobsite Conditions.

Contractors/subcontractors shall not allow any person employed for the project to work in surroundings or under construction conditions which are unsanitary, unhealthy, hazardous, or dangerous as governed by industry standards and appropriate local, state and federal statutes, ordinances, and regulatory guidelines.

#### Employment Of Certain Persons Prohibited.

The contractor/subcontractor shall knowingly only employ persons of appropriate ages commensurate with the degree of required skill, strength, maturity and judgment associated with the activity to be engaged in, but not less than the age of fourteen (14) years, as governed by the Child Labor Law found at Chapter 51 of the Texas Labor Code "Child Labor" Texas Department of Labor and Standards rulings and interpretations associated with that statute. It is hereby noted that in some circumstances generally governed by this section, a federal statute (see: Fair Labor Standards Act, 29 USCS Section 212; Volume 6A of the Bureau of National Affairs Wage Hour Manual at Paragraph 96:l; "Child Labor Requirements in Nonagricultural Occupations" WH Publication 1330, July 1978 as may be amended), could pre-empt the Texas Statute and therefore be the controlling law on this subject. The contractor/subcontractor should seek clarification from state and federal agencies and legal counsel when hiring adolescent employees for particular job classifications.

Prohibited persons not to be employed are also those persons who, at the time of employment for this contract, are serving sentence in a penal or correctional institution except that prior approval by the Director of Capital Improvements Management Services is required to employ any person participating in a supervised work release or furlough program that is sanctioned by appropriate state or federal correctional agencies.

The Contractor/subcontractors shall be responsible for compliance with the provisions of the "Immigration Reform and Control Act of 1986" Public Law 99-603, and any related State enabling or implementing statutes, especially as they in combination apply to the unlawful employment of aliens and unfair immigration-related employment practices affecting this contract.

#### Provisions to Be Included In Subcontracts.

The contractor shall cause these Wage and Labor Standard Provisions, or reasonably similar contextual adaptations hereof, and any other appropriate state and federal labor provisions, to be inserted in all subcontracts relative to the work to bind subcontractors to the same Wage and Labor Standards as contained in these terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors or sub-subcontractors and to give the contractor similar, if not greater, general contractual authority over the subcontractor or subcontractors as the City of San Antonio may exercise over the contractor.

#### Contractor's Responsibility.

The City of San Antonio will hold the prime contractor responsible for ensuring that his subcontractors comply with the Wage and Labor Standards Provisions.

#### Workers' Compensation.

##### Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 006 - GENERAL TERMS & CONDITIONS

Statutory Requirements. Exceptions to the following provisions and exhibits by Respondent and/or their agent will lead to automatic disqualification of Respondent's proposal from consideration.

### Sections:

Venue, Jurisdiction and Arbitration  
Intellectual Property  
Undisclosed Features  
Ownership and Licenses  
Certifications  
Restrictions on Communication  
Acceptance Criteria (if required)

### Exhibits:

Insurance Requirements  
Indemnification Requirements

Venue, Jurisdiction and Arbitration. For any dispute or claim arising under the award of a contract for this proposal, venue shall be in Bexar County, Texas, and the laws of the State of Texas shall apply. The City will not contractually agree to engage in binding arbitration and will not contractually agree to relinquish its right to a trial by jury.

Intellectual Property. If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, trademarks, trade secrets, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware or any other intellectual property infringe upon any United States or International patent, copyright or trademark, Respondent will immediately:

Either:

Obtain, at Respondent's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, both the programs and hardware or any other intellectual property as the case may be, or,

Alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

Reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Respondent further agrees to:

Assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent, copyright, trademark or any other intellectual property rights arising from the use and/or sale of the equipment or software under this Agreement,

Assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and Indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,

The Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,

The liability claimed shall not have arisen out of the City's negligent act or omission, and

The City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

Undisclosed Features. Respondent warrants that the code and software provided to the City of San Antonio under this agreement does not contain any undisclosed features or functions that would impair or might impair the CITY'S use of the equipment, code or software. Specifically, but without limiting the previous representation, Respondent warrants there is no "Trojan Horse," lock, "time bomb," backdoor or similar routine. This Agreement shall not now nor will it hereafter be subject to the self-help provisions of the Uniform Computer Information Transactions Act or any other law. Respondent specifically disclaims any unilateral self-help remedies.

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

#### Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this 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 the City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, the City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by the City as a result thereof. In addition, Vendor may be removed from the City's list of eligible 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 the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

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

#### Invoicing and Payment.

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

#### Information Required On Invoice.

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

#### Payment by City.

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

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

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

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

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

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

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

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

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

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

#### INDEMNIFICATION.

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

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

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

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic.

Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

#### Records Retention.

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

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder,

Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

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

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

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

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

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

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

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

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

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

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

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

007 - SIGNATURE PAGE

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

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

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

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

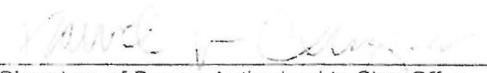
to the best of his/her knowledge, all information is true and correct.

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

Offeror Information

Please Print or Type

Vendor ID No.	<u>1001134</u>
Signer's Name	<u>Daniel Chapa</u>
Name of Business	<u>Fisk Electric Company</u>
Street Address	<u>8964 Broadway</u>
City, State, Zip Code	<u>San Antonio, TX 78217</u>
Email Address	<u>dchapa@fiskcorp.com</u>
Telephone No.	<u>O:972-466-0900 M:972-849-5637</u>
Fax No.	<u>972-466-9088</u>
City's Solicitation No.	<u>RFO NO.:6100005079</u>

  
\_\_\_\_\_  
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.

## Attachment - B

### SBEDA Ordinance Compliance Provisions (Posted as a separate attachment)

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

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements. In the absence of a waiver granted by the SBO, failure of a Prime Contractor to commit in its response, through fully-documented and signed SBO-promulgated Subcontractor/Supplier Utilization Plan form, to satisfying the SBE subcontracting goal shall render its response NON-RESPONSIVE.

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

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

#### B. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2010-06-17-0531 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development (EDD) website page and is also available in hard copy form upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of this Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

#### C. Definitions

**Affirmative Procurement Initiatives (API)** – Refers to various Small Business Enterprise, Minority Business Enterprise, and/or Women Business Enterprise ("S/M/WBE") Program tools and Solicitation Incentives that are used to encourage greater Prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE program tools, see Section III. D. of Attachment A to the SBEDA Ordinance.)

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

**Centralized Vendor Registration System (CVR)** – a mandatory electronic system wherein the City requires all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting

solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

**Commercially Useful Function** – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed. The use of S/M/WBE firms by CONTRACTOR to perform such “pass-through” or “conduit” functions that are not commercially useful shall be viewed by the CITY as fraudulent if CONTRACTOR attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE subcontractor or joint venture partner towards attainment of S/M/WBE utilization goals, and the CONTRACTOR and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

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

**Good Faith Efforts** – documentation of the CONTRACTOR’s or Respondent’s intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation within a solicitation response reflecting the Respondent’s commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SBE or M/WBE subcontract opportunities on the City of San Antonio website; solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office’s directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor’s posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.) The appropriate form and content of CONTRACTOR’s Good Faith Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.

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

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

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

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

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

**M/WBE Directory** – a listing of minority- and women-owned businesses that have been certified for participation in the City’s M/WBE Program APIs.

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

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

African-Americans: Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian, or West Indian.

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

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

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

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

**Payment** – dollars actually paid to CONTRACTORS and/or Subcontractors and vendors for CITY contracted goods and/or services.

**Points** – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, and Other Services contracts (e.g., up to 10 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

**Prime Contractor** – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City. For purposes of this agreement, this term refers to the CONTRACTOR.

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

**Respondent** – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City. For purposes of this agreement, CONTRACTOR is the Respondent.

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

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

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

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

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

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

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

**Small Business Office Manager** – the Assistant Director of the EDD of the CITY that is responsible for the management of the SBO and ultimately responsible for oversight, tracking, monitoring, administration, implementation and reporting of the S/M/WBE Program. The SBO Manager is also responsible for enforcement of contractor and vendor compliance with contract participation requirements, and ensuring that overall Program goals and objectives are met.

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

**Subcontractor** – any vendor or contractor that is providing goods or services to a Prime Contractor or CONTRACTOR in furtherance of the Prime Contractor’s performance under a contract or purchase order with the City. A copy of each binding agreement between the CONTRACTOR and its subcontractors shall be submitted to the CITY prior to execution of this contract agreement and any contract modification agreement.

**Suspension** – the temporary stoppage of the SBE or M/WBE firm’s beneficial participation in the CITY’s S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7 of Attachment A to the SBEDA Ordinance, or the temporary stoppage of CONTRACTOR’s and/or S/M/WBE firm’s performance and payment under CITY contracts due to the CITY’s imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

**Subcontractor/Supplier Utilization Plan** – a binding part of this contract agreement which states the CONTRACTOR’s commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR’s Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee.

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

D. SBEDA Program Compliance – General Provisions

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

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

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

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

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

**MWBE Subcontracting Program.** In accordance with SBEDA Ordinance Section III. D. 8. (d), this contract is being awarded pursuant to the M/WBE Subcontracting Program. CONTRACTOR agrees to subcontract at least **eleven percent (11%)** of its prime contract value to certified M/WBE firms headquartered or have a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA). The Subcontractor / Supplier Utilization Plan that CONTRACTOR submitted to CITY with its response for this contract (or, as appropriate, that it agrees to submit during the price proposal negotiation phase of this contract), and that contains the names of the certified M/WBE Subcontractors to be used by CONTRACTOR on this contract, the respective percentages of the total prime contract dollar value to be awarded and performed by each M/WBE Subcontractor, and documentation including a description of each M/WBE Subcontractor's scope of work and confirmation of each M/WBE Subcontractor's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Agreement. In the absence of a waiver granted by the SBO, the failure of CONTRACTOR to attain this subcontracting goal for M/WBE firm participation in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and grounds for termination of the contract with the CITY, and may result in debarment from performing future CITY contracts, withholding of payment for retainage equal to the dollar amount of the underutilization below the agreed upon M/WBE subcontracting goals, and/or shall be subject to any other remedies available under the terms of this Agreement for violations of the SBEDA Ordinance, or under any other law.

**Subcontractor Diversity:** The City of San Antonio strongly encourages each bidder to be as inclusive as possible, and to reach out to all segments of the M/WBE community in its efforts to exercise good faith in achieving the M/WBE subcontracting goal of 11% that have been established for this contract. While the relative availability of ready, willing, and able firms within various ethnic and gender categories will vary significantly from contract to contract based upon the particular trades that are involved, overall in the San Antonio Other Services industry, as reflected in the City's Centralized Vendor Registration system for the month of September 2014, African-American owned firms represent approximately 2.16% of available subcontractors, Hispanic-American firms represent approximately 10.60%, Asian-American firms represent approximately 0.87%, Native American firms represent approximately 0.16%, and Women-owned firms represent approximately 4.51% of available other services industry subcontractors.

#### F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

#### G. Prompt Payment

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

#### H. Violations, Sanctions and Penalties

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

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

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

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

**ATTACHMENT – C  
NON-DISCRIMINATION ORDINANCE LANGUAGE**

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

**ATTACHMENT - D**

**VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE LANGUAGE AND FORM**

**Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance**

Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation.

For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form attached to this solicitation.

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

**VETERAN-OWNED SMALL BUSINESS PROGRAM TRACKING FORM  
(Posted as a separate attachment)**

**ATTACHMENT - E**

**SUPPLEMENTAL INFORMATION RELATED TO  
THE STATE OF TEXAS CONFLICT OF INTEREST REQUIREMENT  
(Posted as a separate attachment)**

The Instructions to Bidders section of this document provides information pertaining to a requirement to file the State of Texas Conflict of Interest Questionnaire (Form CIQ) required by Chapter 176 of the Texas Local Government Code. The Form CIQ is available from the Texas Ethics Commission at:

<http://www.ethics.state.tx.us/forms/CIQ.pdf>

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

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

**Attachment - F**

**Qualifying Proposal Scenarios (Estimate)**

Respondents will be required to provide a proposal estimates for the following scenarios to determine their capability to perform the requested list of services.

**Scenario 1- D9 Branch Libraries**

(Posted as a separate attachment)

**Scenario 2 - Plaza De Armas**

(Posted as a separate attachment)

**Attachment - G**

**Local Preference Program Identification Form**

(Posted as a separate attachment)

**Attachment 1**

**Prevailing Wages: Building Decision TX140002 pub 03 07 2014**

(Posted as a separate attachment)

**Attachment 2**

**Heavy Highway Decision TX140016 pub 01 03 2014**

(Posted as a separate attachment)

**Attachment 3**

**City of San Antonio Physical Security System Infrastructure Guidelines**

(Posted as a separate attachment)

**Attachment 4**

**City of San Antonio Structured Cabling Infrastructure Guidelines**

(Posted as a separate attachment)



CITY OF SAN ANTONIO  
SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

SOLICITATION NAME: *Annual Contract for City Wide Security Systems Installation, Maintenance and Service*

RESPONDENT NAME: Fisk Electric Company

SOLICITATION API: *Minority / Women-Owned Business Enterprise (M/WBE) Subcontracting Program*

API REQUIREMENTS: Respondents must demonstrate commitment to satisfy a **twenty-five percent (11%) M/WBE subcontracting goal**. Self-performance by M/WBE prime respondents does not count toward this subcontracting goal. **Commitment to meet subcontracting requirement must be demonstrated by writing the company name and SAePS vendor number of each subcontractor/supplier\*\***. In the absence of a waiver granted by the Small Business Office, failure of a Respondent to commit to satisfying the M/WBE subcontracting goal shall render its response NON-RESPONSIVE. To qualify as an M/WBE pursuant to the SBEDA Ordinance, a vendor must also be an SBE. S/M/WBEs must be certified with the South Central Texas Regional Certification Agency and be headquartered or have Significant Business Presence in the San Antonio Metropolitan Statistical Area to receive preference points. Please be sure to indicate dollar value or percentage of the value of the contract that will be paid to the subcontractors (if any). For further clarification, please contact David Rodriguez at (210) 207-0071.

Enter Respondent's (Prime) proposed contract participation level. Leave blank for revenue generating contracts.

	PARTICIPATION DOLLAR AMOUNT	% LEVEL OF PARTICIPATION	CERTIFICATION TYPE AND NUMBER	TYPE OF WORK TO BE PERFORMED (BY NIGP CODE)
Prime: Fisk Electric Company	\$	%	N/A	68002 68087 83834 93673 99050
SAePS Vendor #: 1001134			SCTRCA #:	

List ALL subcontractors/suppliers that will be utilized for the entire contract period, excluding possible extensions, renewals and/or alternates. Use additional pages if necessary.

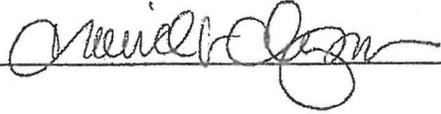
Sub: Alamo Intergrated System	\$	11 %	WBE	65529 65596 68002 68087 83834 83839
SAePS Vendor #: 10038534			SCTRCA #: [REDACTED]	
Sub:	\$	%		Cont: 92037 99022 99050 90678 91893
SAePS Vendor #:			SCTRCA #:	
Sub:	\$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	\$	%		
SAePS Vendor #:			SCTRCA #:	

\*\* Prime respondent and all subcontractors/suppliers must be registered in the City of San Antonio Electronic Procurement System (SAePS). To learn more about how to register, please call (210) 207-0118 or visit <http://www.sanantonio.gov/purchasing/saeps.aspx>.

Sub:	\$	%	
SAePS Vendor #:			SCTRCA #:
Sub:	\$	%	
SAePS Vendor #:			SCTRCA #:
Sub:	\$	%	
SAePS Vendor #:			SCTRCA #:
Sub:	\$	%	
SAePS Vendor #:			SCTRCA #:
Sub:	\$	%	
SAePS Vendor #:			SCTRCA #:
A.Total Prime Participation:	\$	%	A. Total base bid amount to be kept by prime.
B.Total Sub Participation:	\$	%	B. Total amount prime will pay to certified and non-certified subcontractors/suppliers
C.Total Certified Sub Participation:	\$	%	C. Total amount prime will pay to certified subcontractors/suppliers per the eligibility requirements stated above
D.Total Prime & Sub Participation*:	\$	%	D. Total prime and subcontractor(s)/supplier(s) participation must equal your base bid amount (A+B)

If a business is not certified, please call the Small Business Program Office at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.

I HEREBY AFFIRM THAT I POSSESS DOCUMENTATION FROM ALL PROPOSED SUBCONTRACTORS/SUPPLIERS CONFIRMING THEIR INTENT TO PERFORM THE SCOPE OF WORK FOR THE PRICE INDICATED ABOVE. I FURTHER AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

Print Name: DANIEL CHAPA Sign:  Title: V.P.  
Date: 10/16/14

\*\*\*\*\*  
FOR CITY USE

Action Taken: Approved \_\_\_\_\_ Denied \_\_\_\_\_

ASSISTANT DIRECTOR  
ECONOMIC DEVELOPMENT DEPARTMENT

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

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**Authority.** The City of San Antonio Veteran-Owned Small Business Preference Program Ordinance 2013-12-05-0864 adopted a veteran-owned small business preference program for specific contracting categories for solicitations issued after January 15, 2014.

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

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

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

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

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

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

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

Annual Contract City Wide Security Systems Installation,  
 SOLICITATION NAME/NUMBER: Maintenance and Service. RFO 6100005079

Name of Respondent:	Fisk Electric Company	
Physical Address:	8964 Broadway	
City, State, Zip Code:	San Antonio, Texas 78217	
Phone Number:	210.828.3325	
Email Address:		
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="radio"/> 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="radio"/> No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Dollar Amount		

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

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

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ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on Veteran-Owned Small Business Program Tracking 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 Program Tracking Form may be investigated and I hereby give my full permission for any such investigation. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

BIDDER/RESPONDENT'S FULL NAME:

Daniel Chapa  
(Print Name) Authorized Representative of Bidder/Respondent

  
(Signature) Authorized Representative of Bidder/Respondent

Vice President  
Title

10/16/2014  
Date

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

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

1 Name of person who has a business relationship with local governmental entity.

Daniel Chapa, Vice President - Fisk Electric Company

2  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

City of San Antonio

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

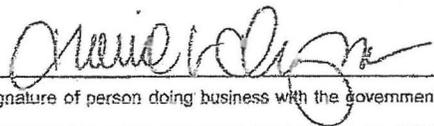
Yes  No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes  No

D. Describe each employment or business relationship with the local government officer named in this section.

4

  
Signature of person doing business with the governmental entity

10/16/14  
Date



**CONFLICT OF INTEREST QUESTIONNAIRE ADDENDUM FORM CIQ-A**  
For vendor or other person doing business with local governmental entity

Completed Conflict of Interest Questionnaires and Conflict of Interest Questionnaire Addenda are to be submitted by all individuals and/or entities who seek to do business with the City of San Antonio. Completed Forms shall be filed with the City Clerk no later than the 7th business day after the date the person/entity: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City.

A CIQ and CIQ Addendum are required to be filed for EACH solicitation submitted, and are required to be submitted together.

1 Name of person who has or is seeking to have a business relationship with the City of San Antonio.

Daniel Chapa

2 Name of Company that has or is seeking to have a business relationship with the City of San Antonio.

Fisk Electric Company

2a Business Contact information for Company listed above.

Business Address: 8964 Broadway San Antonio, Texas 78217

Phone: 210.828.3325

Email: dchapa@fiskcorp.com

3 Bid Name or Description of Service

Annual Contract City Wide Security Systems Installation, Maintenance and Service.  
RFO NO. :6100005079

4 Printed name of person doing business with the City of San Antonio (same as denoted on Box 4 of Form CIQ).

Daniel Chapa

Completed Conflict of Interest Questionnaires and Addenda should be mailed or hand-delivered separately from the solicitation (bid) to one of the following addresses:

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

Physical Address: Office of the City Clerk  
City Hall, 2nd Floor  
100 Military Plaza  
San Antonio, TX 78205

Print Form

009 - ATTACHMENTS

RFO ATTACHMENT A

PRICE SCHEDULE WITH NO PREVAILING WAGE RATES

<u>ITEM I</u>	<u>TYPE OF SERVICE</u>	<u>EST ANNUAL QTY</u>	<u>UNIT PRICING</u>	<u>EXTENDED COST</u>
1.	Program Manager – Standard rate	1,040 hrs.	\$ <u>185.00</u> per hour	\$ <u>192,400.00</u>
	Program Manager – Overtime Rate	100 hrs.	\$ <u>260.00</u> per hour	\$ <u>26,000.00</u>
2.	Project Manager – Standard rate	2,080 hrs.	\$ <u>185.00</u> per hour	\$ <u>384,800.00</u>
	Project Manager – Overtime Rate	100 hrs.	\$ <u>260.00</u> per hour	\$ <u>26,000.00</u>
3.	Lead Technician Labor – Standard rate	2,080 hrs.	\$ <u>105.00</u> per hour	\$ <u>218,400.00</u>
	Lead Technician Labor – Overtime Rate	100 hrs.	\$ <u>150.00</u> per hour	\$ <u>15,000.00</u>
4.	Technician Labor – Standard rate	8,320 hrs.	\$ <u>95.00</u> per hour	\$ <u>790,400.00</u>
	Technician Labor – Overtime Rate	80 hrs.	\$ <u>135.00</u> per hour	\$ <u>10,800.00</u>
5.	Applications Engineer – Standard rate	1040 hrs.	\$ <u>185.00</u> per hour	\$ <u>192,400.00</u>
	Applications Engineer – Overtime Rate	100 hrs.	\$ <u>260.00</u> per hour	\$ <u>26,000.00</u>

PRICE SCHEDULE WITH PREVAILING WAGE RATES

FISK IS AN IBEW CONTRACTOR. THERE IS NO DIFFERENCE BETWEEN PREVAILLING WAGE AND NON PREVAILLING

<u>ITEM II</u>	<u>TYPE OF SERVICE</u>	<u>EST ANNUAL QTY</u>	<u>UNIT PRICING</u>	<u>EXTENDED COST</u>
1.	Program Manager – Standard rate	1,040 hrs.	\$ _____ per hour	\$ _____
	Program Manager – Overtime Rate	100 hrs.	\$ _____ per hour	\$ _____
2.	Project Manager – Standard rate	2,080 hrs.	\$ _____ per hour	\$ _____
	Project Manager – Overtime Rate	100 hrs.	\$ _____ per hour	\$ _____
3.	Lead Technician Labor – Standard rate	2,080 hrs.	\$ _____ per hour	\$ _____
	Lead Technician Labor – Overtime Rate	100 hrs.	\$ _____ per hour	\$ _____
4.	Technician Labor – Standard rate	8,320 hrs.	\$ _____ per hour	\$ _____
	Technician Labor – Overtime Rate	80 hrs.	\$ _____ per hour	\$ _____
5.	Applications Engineer – Standard rate	1040 hrs.	\$ _____ per hour	\$ _____
	Applications Engineer – Overtime Rate	100 hrs.	\$ _____ per hour	\$ _____

**ITEM III Materials by Manufacturer**

**A. AIPHONE:**

Percent of mark -up offered	<u>10 %</u>
Product Identification (Manufacturer)	<u>Aiphone</u>
Type of Price Schedule (dealer, jobber, etc.)	<u>Jobber</u>
Price Schedule Number	<u>N/A</u>
Date of Price Schedule	<u>10/10/14</u>
Price schedule column on which discount is based (i.e. distributor, Net, wholesale, etc.)	<u>Distributor</u>

**B. ALTRONIX:**

Percent of mark -up offered	<u>10 %</u>
Product Identification (Manufacturer)	<u>Altronix</u>
Type of Price Schedule (dealer, jobber, etc.)	<u>Subcontractor/Supplier</u>
Price Schedule Number	<u>N/A</u>
Date of Price Schedule	<u>10/10/14</u>
Price schedule column on which discount is based (i.e. distributor, Net, wholesale, etc.)	<u>Subcontractor/Supplier</u>

**C. AXIS:**

Percent of mark -up offered	<u>10 %</u>
Product Identification (Manufacturer)	<u>Axis</u>
Type of Price Schedule (dealer, jobber, etc.)	<u>Jobber</u>
Price Schedule Number	<u>N/A</u>
Date of Price Schedule	<u>10/10/14</u>
Price schedule column on which discount is based (i.e. distributor, Net, wholesale, etc.)	<u>Distributor</u>

**D. BOSCH:**

Percent of mark -up offered	<u>10 %</u>
Product Identification (Manufacturer)	<u>Bosch</u>
Type of Price Schedule (dealer, jobber, etc.)	<u>Dealer</u>
Price Schedule Number	<u>N/A</u>
Date of Price Schedule	<u>4/10/14</u>

Price schedule column on which discount is based (i.e. distributor,  
Net, wholesale, etc.) Dealer

**E. DIGI-TRAC:**

Percent of mark -up offered 10 %

Product Identification (Manufacturer) Hirsch

Type of Price Schedule (dealer, jobber, etc.) Dealer

Price Schedule Number N/A

Date of Price Schedule 11/2013

Price schedule column on which discount is based (i.e. distributor,  
Net, wholesale, etc.) Dealer

**F. EXMS:**

Percent of mark -up offered 10 %

Product Identification (Manufacturer) Securitron

Type of Price Schedule (dealer, jobber, etc.) Jobber

Price Schedule Number N/A

Date of Price Schedule 10/10/14

Price schedule column on which discount is based (i.e. distributor,  
Net, wholesale, etc.) Distributor

**G. GENETEC:**

Percent of mark -up offered 10 %

Product Identification (Manufacturer) Genetec

Type of Price Schedule (dealer, jobber, etc.) Dealer

Price Schedule Number N/A

Date of Price Schedule 3/10/14

Price schedule column on which discount is based (i.e. distributor,  
Net, wholesale, etc.) Dealer

**H. HES:**

Percent of mark -up offered 10 %

Product Identification (Manufacturer) ASSA ABLOY

Type of Price Schedule (dealer, jobber, etc.) Subcontractor/Supplier

Price Schedule Number N/A

Date of Price Schedule 10/10/14

Price schedule column on which discount is based (i.e. distributor,  
Net, wholesale, etc.) Subcontractor/Supplier

**I. HID:**

Percent of mark -up offered 10 %

Product Identification (Manufacturer) HID

Type of Price Schedule (dealer, jobber, etc.) Dealer

Price Schedule Number N/A

Date of Price Schedule 10/10/14

Price schedule column on which discount is based (i.e. distributor,  
Net, wholesale, etc.) Dealer

**J. HIRSCH:**

Percent of mark -up offered 10 %

Product Identification (Manufacturer) Hirsch

Type of Price Schedule (dealer, jobber, etc.) Dealer

Price Schedule Number N/A

Date of Price Schedule 11/2013

Price schedule column on which discount is based (i.e. distributor,  
Net, wholesale, etc.) Dealer

**K. MAGI-CARD:**

Percent of mark -up offered 10 %

Product Identification (Manufacturer) Magi-Card

Type of Price Schedule (dealer, jobber, etc.) Jobber

Price Schedule Number N/A

Date of Price Schedule 10/10/14

Price schedule column on which discount is based (i.e. distributor,  
Net, wholesale, etc.) Distributor

**L. MYER:**

Percent of mark -up offered 10 %

Product Identification (Manufacturer) Mier Products

Type of Price Schedule (dealer, jobber, etc.) Subcontractor/Supplier

Price Schedule Number N/A

Date of Price Schedule 10/10/14

Price schedule column on which discount is based (i.e. distributor, Net, wholesale, etc.) Subcontractor/Supplier

**M. SECURITIRON:**

Percent of mark -up offered 10 %

Product Identification (Manufacturer) Securition

Type of Price Schedule (dealer, jobber, etc.) Subcontractor/Supplier

Price Schedule Number N/A

Date of Price Schedule 10/10/14

Price schedule column on which discount is based (i.e. distributor, Net, wholesale, etc.) Subcontractor/Supplier

**N. VELOCITY:**

Percent of mark -up offered 10 %

Product Identification (Manufacturer) Hirsch

Type of Price Schedule (dealer, jobber, etc.) Dealer

Price Schedule Number N/A

Date of Price Schedule 11/2013

Price schedule column on which discount is based (i.e. distributor, Net, wholesale, etc.) Dealer

**Specified Items:** are for overall bid evaluation purposes only and represent the most commonly used items. Vendor must provide unit price before mark up, % mark up, mark up offered in Price Schedule, unit price after mark up, and price list information and date.

Item	Part Number and Description		
1	M8N2 - DIGI*TRAC MODEL 8N2 - 8 DOOR - 115VAC		
	Estimated Annual Usage Each (A)		35
	Unit Price Before Mark up	\$2,381.50	
	% Mark up		10
	Unit Price After Mark up (B)	\$2,619.65	
	Price List Information and Date	10/17/14	
	Extended Price (A x B)	\$91,687.75	
2	PVC-C - PVC CARD, BLANK, CREDIT CARD SIZE		
	Estimated Annual Usage Each (A)		4000
	Unit Price Before Mark up	\$2.95	



COSA-District 9 Library - Access Controls and Video Surveillance

## Statement of Work

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Version 1.0  
October 17, 2014

Presented by:  
Chris Wayne

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## Customer Information

<b>Client Name</b>	City of San Antonio
<b>Physical Address</b>	2515 E. Evans Road San Antonio, TX 78258
<b>Project Name</b>	COSA-District 9 Library - Access Controls and Video Surveillance
<b>Project Contact</b>	Derek Rabey
<b>On-site Contact</b>	TBD
<b>On-Site Contact Information</b>	TBD
<b>Sales Coordinator</b>	Chris Wayne
<b>Est. Project Start Date</b>	TBD
<b>Est. Project Completion Date</b>	TBD

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## Statement of Work

### Introduction

This Statement-Of-Work will define the services Fisk Electric will provide in the installation of "COSA-District 9 Library - Access Controls and Video Surveillance".

### System Overview

FISK will install five (5) interior cameras, three (3) exterior cameras, four (4) access control doors and the security system head end at District 9 Library.

## Scope

It is the intent of this SOW to describe services to be performed by FISK. The pricing submitted attached with this SOW reflects the Services, Statement of Work, and Responsibilities described herein. FISK will strive to meet the Customer's schedule requirements; however, actual dates will be subject to availability of equipment/materials, and facility access.

### District 9 Library

- IDF Door - Fisk will install (1) proximity card reader, one (1) REX and one (1) door contact. The electrified lockset will be provided and installed by DIV 8.
- Conference Room Door - Fisk will install (1) proximity card reader, one (1) REX and one (1) door contact. The electrified lockset will be provided and installed by DIV 8.
- Exterior Door #1 - Fisk will install (1) proximity card reader, and one (1) door contact. The electrified latch retraction exit device with integral Rex Switch on secured side will be provided and installed by DIV 8.
- Exterior Door #2 - Fisk will install (1) proximity card reader, and one (1) door contact. The electrified latch retraction exit device with integral Rex Switch on secured side will be provided and installed by DIV 8.
- Fisk will install three (3) Axis P3363-VE cameras on the first level exterior of the building per the attached drawing.
- Fisk will install five (5) Axis P3304 cameras on the first level interior per the attached drawing.
- Install one (1) new Hirsch M8 panel, one (1) new power supply and gutters in the IDF room located on the first floor.
- Fisk will install and terminate composite cabling and connect the doors to the new security control panel on the first floor IDF room and configure it to the City's Hirsch Velocity application as required to provide a fully functional system.
- Fisk will install and terminate the Panduit cat 6 red cabling, jacks, patch panels and patch cords for the video server, cameras and Hirsch panels.
- Fisk will configure the new cameras to the City's Genetec application as required to provide a fully functional system.

- Fisk will install owner furnished server and install City's Genetec application on the server.
- Fisk will install the camera licenses and federated licenses.

The above scope of work will be performed in accordance with codes and best practices as designated by City, State and Federal authorities having jurisdiction.

### **Customer Responsibilities**

The Customer understands all services performed by FISK will be based on the following assumptions and Customer responsibilities. The solution outlined in this Statement of Work was quoted assuming the Customer would provide resources to complete the defined Customer Responsibilities. Failure to provide resources and complete these milestones may result in a Change Order to compensate FISK for additional labor and affect the completion date.

- The Customer will provide a space for and a suitable operating environment for the security equipment in field locations, including proper rack or cabinet if needed.
- The Customer will provide a single point of contact for all project communications and decisions. Timely responses are required to meet project timelines and budgets.
- The Customer will provide all information requested by FISK required to perform the installation within timeframe requested by FISK.
- The Customer will provide switches w/ POE, pre-configured switch ports, and IP addresses as requested by FISK.
- The Customer will provide all electrical connection to our equipment by DIV 26.
- The Customer will provide plywood backboards in the IDF room to mount Security equipment.
- The electrified lockset with built in rex, electrified latch retraction exit device with build in rex, monitoring, local audible alarm, transfer hinges and power supplies will be provided and installed by DIV 8.
- The Customer will provide all conduit pathways in door frames for access control devices and junction boxes with pull string by DIV 26.

Additional Materials and/or Work: Data for the preparation of the proposal is on existing site conditions and/ or site plans and blueprints available to FISK at the time the proposal was prepared. Any changes in site conditions and/ or blueprints which occur after proposal preparation may have cost and/ or operational impacts, and may be subject to a change order which may be above or below the original proposal (contract) price.

### **Notes and Assumptions**

All installation labor, final connections and testing shall be preformed during normal business hours 7am - 5pm, Monday through Friday, except on identified City and/or FISK holidays.

### **System Testing**

Upon completion of the Installation of listed Equipment and/or Materials, FISK and the City will conduct a system test. The purpose of the system test is to verify the system is operating in accordance with manufacturer's specifications. The system testing shall be conducted by FISK with the Customer's authorized representative to witness the system test. The system test will consist of testing a device for proper operation in accordance to manufacturer's specifications. Upon successful completion, the Customers will acknowledge the satisfactory performance of the system test. Additional testing of a previously tested system and or device will result in additional charges at our current labor rates.

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## Acceptance and Authorization

The terms and conditions of the Statement of Work apply in full to the services and products provided by FISK.

**IN WITNESS WHEREOF**, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

Customer:

FISK Electric Company

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Quote to:	City of San Antonio P.O. Box 839976 San Antonio, TX 78283-3976	Date: 10/17/2014
Attn:	Derek Rabey	Term: Net 30
Quote Reference:	COSA District 9 Library	Quoted By: Chris Wayne
		Quote # COSA - AC #2
		Deposit % 0%

SCOPE: Install four (4) access control doors five (5) interior cameras and three (3) exterior cameras at District 9 Library.

Item	Supplier Part No.	Description	Qty	Unit Price	Total Price
1	N/A	SECURITY SYSTEM TECH	184.21	\$ 85.00	\$ 15,657.85
2	N/A	ENGINEER LABOR	8.16	\$ 175.00	\$ 1,428.00
3	N/A	PROJECT MANAGER LABOR	20.41	\$ 175.00	\$ 3,571.75
4	N/A	Shipping	1.00	\$ 229.03	\$ 229.03
5	0468-001	AXIS P3363VE Camera	3.00	\$ 727.57	\$ 2,182.71
6	5017-611	AXIS Wall Mount Kit	3.00	\$ 83.85	\$ 251.55
7	5502-321	AXIS Pendant Kit	3.00	\$ 41.50	\$ 124.50
8	0362-001	Axis P3304	5.00	\$ 507.35	\$ 2,536.75
9	GSC-OM-S-1C	Genetec Omnicast Standard Camera Connection	8.00	\$ 123.75	\$ 990.00
10	OM-E-1FEC	Genetec Omnicast Federated Camera Connection	8.00	\$ 18.98	\$ 151.84
11	GSC-OM-S- BASE	Genetec Omnicast Standard Base System	1.00	\$ 486.75	\$ 486.75
12	OM-E-1FED	Genetec Omnicast Federated Directory	1.00	\$ 189.75	\$ 189.75
13	SMA-BASE-1Y	SMA Base Package - 1 year	1.00	\$ 330.00	\$ 330.00
14	SMA-CAM-S-1Y	SMA for 1 Omnicast Standard/SV-16 Camera - 1 year	8.00	\$ 14.85	\$ 118.80
15	M8N2	DIGI*TRAC MODEL 8N2 - 8 DOOR - 115VAC	1.00	\$ 2,619.65	\$ 2,619.65
16	MEB/CB64	MEMORY EXPANSION BOARD - CODE 64K - B	1.00	\$ 251.08	\$ 251.08
17	AEB8	ALARM EXPANSION BOARD	1.00	\$ 251.08	\$ 251.08
18	DTLM2	DIGI*TRAC LINE MODULE 2	4.00	\$ 8.78	\$ 35.12
19	MRIB	MATCH READER INTERFACE BOARD	4.00	\$ 114.95	\$ 459.80
20	CR-ICRP40PIV	CARD READER - HID ICLASS/PROX/PIV - WS	4.00	\$ 244.75	\$ 979.00
21	SR-107BCW	Door Contacts	4.00	\$ 7.93	\$ 31.72
22	XMS	Exit Motion Sensor	4.00	\$ 116.60	\$ 466.40
23	AL600ULACM	ALTRONIX POWER SUPPLY - 115VAC	1.00	\$ 255.38	\$ 255.38
24	IM-1270	12V 7AMP BATTERY	2.00	\$ 20.77	\$ 41.54
25	F66G48	Hoffman 48" Gutter	1.00	\$ 63.69	\$ 63.69
26	F66G72	Hoffman 72" Gutter	1.00	\$ 86.58	\$ 86.58
27	F66GCP	Hoffman End Caps	3.00	\$ 7.08	\$ 21.24
28	658AFS 0001000	Composite Cable per 1,000'	1.00	\$ 770.00	\$ 770.00
29	PUP6004RD-UY	Panduit Cat 6 Red Cable per 1,000'	1.00	\$ 569.16	\$ 569.16
30	CJ688TGRD	Panduit Cat 6 Red Jacks	20.00	\$ 8.20	\$ 164.00
31	UTPSP5RDY	Panduit Cat 6 Red Patch Cords 5'	20.00	\$ 7.63	\$ 152.60
32	CPP48FMWBLY	Panduit 48 Port Patch Panel	1.00	\$ 52.57	\$ 52.57
33	NCMH2	Panduit Horizontal Wire Manager	1.00	\$ 68.94	\$ 68.94
34	CBX1E1-A	Panduit Surface Mount Box	10.00	\$ 2.46	\$ 24.60
35	HLLTP2I-X12	Panduit Velcro	3.00	\$ 117.19	\$ 351.57
36	CAT32	J-Hooks	80.00	\$ 2.38	\$ 190.40

COSA - AC #2

Item	Quantity	Description	Unit Price	Total Price
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\*\*\* Notes and Assumptions \*\*\*

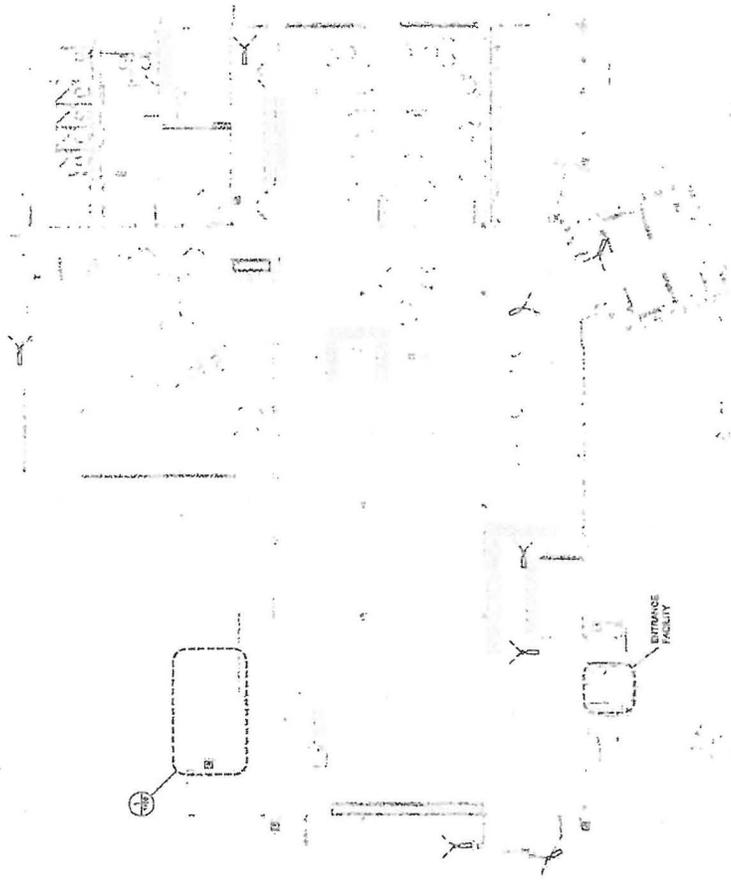
**General**

- A. All installation labor, final connections, and testing shall be performed during normal business hours of Monday through Friday 7:30 AM to 4:30PM.
- B. It's assumed that all network switches are POE and provided by others.
- C. All 120VAC electrical requirements to Security equipment shall be provided and installed by others to Security specified locations.
- D. All LAN connections and phone lines to Security equipment shall be provided and installed by FISK to Security specified locations.
- E. Standard Manufacturers warranty applies to equipment supplied by Fisk.
- F. Standard one-year warranty applies to labor supplied by Fisk.
- G. The customer is required to provide a single point of contact for all project communications and decisions. Timely responses are required to meet project timelines and budgets.
- H. Supply and installation of conduit or wire mold, except where noted herein, furnished with drag lines is not included.
- I. Provision of space for and a suitable operating environment for the Security equipment in field locations as well as, equipment at the monitoring/control location is not included and is responsibility of the customer.
- J. Additional Materials and/or Work: Data for the preparation of the proposal is based on existing site conditions and/or site plans and blueprints to Fisk at the time original proposal (contract) price.
- K. Lightning Protection: Equipment furnished and installed by Fisk is provided with the equipment manufacture's standard lightning and/or transient protection. NO GUARANTEE IS PROVIDED AGAINST WQUIPMENT AND/OR SYSTEM DAMAGE DUE TO EITHER LIGHTNING AND/OR LINE POWER.
- L. All camera will be recorded @ MPEG4 for 200 hrs. @ 30 FPS.
- M. Excludes all fiber or wireless to camera locations.

Equipment	\$	15,268.77
Labor	\$	20,657.60
Shipping	\$	229.03
Misc Material	\$	694.02
<b>Total</b>	<b>\$</b>	<b>36,849.42</b>

COSA - AC #2

LEGEND:  
 [ ] SECURITY CARD READER  
 [ ] SECURITY CAMERA, REQUIRES ONE DATA BRCP



CITY OF SAN ANTONIO  
 DISTRICT 3 LIBRARY  
 RENDELL ADDITION

25.1.1.1  
 25.1.1.2  
 25.1.1.3



DRAWING COORDINATION  
 DATE: 11/11/11



SECURITY  
 FLOOR PLAN

CITY100



COSA-Plaza de Armas - Access Controls and Video  
Surveillance

## Statement of Work

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Version 1.0  
October 17 2014

Presented by:  
Chris Wayne

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## Customer Information

<b>Client Name</b>	City of San Antonio
<b>Physical Address</b>	115 Plaza de Armas San Antonio, TX 78205
<b>Project Name</b>	COSA-Plaza de Armas - Access Controls and Video Surveillance
<b>Project Contact</b>	Derek Rabey
<b>On-site Contact</b>	TBD
<b>On-Site Contact Information</b>	TBD
<b>Sales Coordinator</b>	Chris Wayne
<b>Est. Project Start Date</b>	TBD
<b>Est. Project Completion Date</b>	TBD

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## Statement of Work

### Introduction

This Statement-Of-Work will define the services Fisk Electric will provide in the installation of "COSA-Plaza de Armas - Access Controls and Video Surveillance".

### System Overview

FISK will install seven-teen (17) interior cameras, twelve (12) exterior cameras, twenty-four (24) access control doors, seven (7) door status doors, one (1) elevator access control and the security system head end at Plaza de Armas.

## Scope

It is the intent of this SOW to describe services to be performed by FISK. The pricing submitted attached with this SOW reflects the Services, Statement of Work, and Responsibilities described herein. FISK will strive to meet the Customer's schedule requirements; however, actual dates will be subject to availability of equipment/materials, and facility access.

### Plaza de Armas

- Door 004 Building Services - Fisk will install two (2) door contacts.
- Door 005 File Storage - Fisk will install (1) proximity card reader, and one (1) door contact. The electrified lockset with integral Rex Switch will be provided and installed by DIV 8.
- Door 006 Gallery Storage - Fisk will install (1) proximity card reader, and two (2) door contact. The electrified latch retraction exit device with integral rex switch on secured side, monitoring, and local audible alarm will be provided and installed by DIV 8.
- Door 007 Storage - Fisk will install (1) proximity card reader, and two (2) door contact. The electrified latch retraction exit device with integral rex switch on secured side, monitoring, and local audible alarm will be provided and installed by DIV 8.
- Door 008 Corridor - Fisk will install (1) proximity card reader, and one (1) door contact. The electrified lockset with integral Rex Switch will be provided and installed by DIV 8.
- Door 012 Corridor - Fisk will install (1) proximity card reader, and one (1) door contact. The electrified lockset with integral Rex Switch will be provided and installed by DIV 8.
- Door 018 Stair - Fisk will install one (1) door contact.
- Door E4 - Fisk will install (1) proximity card reader, and two (2) door contact. The electrified latch retraction exit device with integral rex switch on secured side, monitoring, and local audible alarm will be provided and installed by DIV 8.
- Door E11 - Fisk will install two (2) door contacts.
- Door E15 - Fisk will install two (2) door contacts.
- Door E16 - Fisk will install two (2) door contacts.

- Door E17 - Fisk will install (1) proximity card reader, and one (1) door contact. The electrified lockset with Integral Rex Switch will be provided and installed by DIV 8.
- Door E18 - Fisk will install one (1) door contacts.
- Door E19 - Fisk will install (1) proximity card reader, and two (2) door contact. The electrified latch retraction exit device with integral rex switch on secured side, monitoring, and local audible alarm will be provided and installed by DIV 8.
- Door E22 - Fisk will install (1) proximity card reader, and two (2) door contact. The electrified latch retraction exit device with integral rex switch on secured side, monitoring, and local audible alarm will be provided and installed by DIV 8.
- Door E23 - Fisk will install two (2) door contacts.
- Door 108 Stairs - Fisk will install (1) proximity card reader, and one (1) door contact. The electrified lockset with integral Rex Switch will be provided and installed by DIV 8.
- Door 114 Corridor - Fisk will install (1) proximity card reader, and one (1) door contact. The electrified lockset with integral Rex Switch will be provided and installed by DIV 8.
- Door 118 Corridor - Fisk will install (1) proximity card reader, and one (1) door contact. The electrified lockset with integral Rex Switch will be provided and installed by DIV 8.
- Door 119A Corridor - Fisk will install (1) proximity card reader, and one (1) door contact. The electrified lockset with integral Rex Switch will be provided and installed by DIV 8.
- Door 120 Corridor - Fisk will install (1) proximity card reader, and one (1) door contact. The electrified lockset with integral Rex Switch will be provided and installed by DIV 8.
- Door 132 Corridor - Fisk will install (1) proximity card reader, and one (1) door contact. The electrified lockset with integral Rex Switch will be provided and installed by DIV 8.
- Door 133 Stairs - Fisk will install (1) proximity card reader, and one (1) door contact. The electrified lockset with integral Rex Switch will be provided and installed by DIV 8.
- Door 206 - Fisk will install (1) proximity card reader, and one (1) door contact. The electrified lockset with integral Rex Switch will be provided and installed by DIV 8.

- Door 208 Waiting - Fisk will install (1) proximity card reader, and one (1) door contact. The electrified lockset with integral Rex Switch will be provided and installed by DIV 8.
- Door 240 Waiting - Fisk will install (1) proximity card reader, and one (1) door contact. The electrified lockset with integral Rex Switch will be provided and installed by DIV 8.
- Door 240A Waiting - Fisk will install (1) proximity card reader, and one (1) door contact. The electrified lockset with integral Rex Switch will be provided and installed by DIV 8.
- Door 220 Telecom Room - Fisk will install (1) proximity card reader, and one (1) door contact. The electrified lockset with integral Rex Switch will be provided and installed by DIV 8.
- Door 221 Security Room - Fisk will install (1) proximity card reader, and one (1) door contact. The electrified lockset with integral Rex Switch will be provided and installed by DIV 8.
- Door 210 Corridor - Fisk will install (1) proximity card reader, and one (1) door contact. The electrified lockset with integral Rex Switch will be provided and installed by DIV 8.
- Door 261 Corridor - Fisk will install (1) proximity card reader, and one (1) door contact. The electrified lockset with integral Rex Switch will be provided and installed by DIV 8.
- Fisk will install twelve (12) Axis P3363-VE cameras on the first level exterior of the building per the attached drawing.
- Fisk will install four-teen (14) Axis P3304 cameras on the first level interior per the attached drawing.
- Fisk will install three (3) Axis P3304 cameras on the second level interior per the attached drawings.
- Install three (3) new Hirsch M8 panels, three (3) new power supply and gutters in the Security room located on the second floor room 221.
- Fisk will terminate owner install composite cabling and connect the doors to the new security control panel on the second floor Security room and configure it to the City's Hirsch Velocity application as required to provide a fully functional system.
- Fisk will configure the new cameras to the City's Genetec application as required to provide a fully functional system.
- Fisk will install owner furnished server and install City's Genetec application on the server.

- Fisk will install the camera licenses and federated licenses.

The above scope of work will be performed in accordance with codes and best practices as designated by City, State and Federal authorities having jurisdiction.

## **Customer Responsibilities**

The Customer understands all services performed by FISK will be based on the following assumptions and Customer responsibilities. The solution outlined in this Statement of Work was quoted assuming the Customer would provide resources to complete the defined Customer Responsibilities. Failure to provide resources and complete these milestones may result in a Change Order to compensate FISK for additional labor and affect the completion date.

- The Customer will provide a space for and a suitable operating environment for the security equipment in field locations, including proper rack or cabinet if needed.
- The Customer will provide a single point of contact for all project communications and decisions. Timely responses are required to meet project timelines and budgets.
- The Customer will provide all information requested by FISK required to perform the installation within timeframe requested by FISK.
- The Customer will provide switches w/ POE, pre-configured switch ports, and IP addresses as requested by FISK.
- The Customer will provide all electrical connection to our equipment by DIV 26.
- The Customer will provide and install all data cabling, patch cords and composite cabling by DIV 27.
- The Customer will provide plywood backboards in the Security room to mount Security equipment.
- The electrified lockset with built in rex, electrified latch retraction exit device with build in rex, monitoring, local audible alarm, transfer hinges and power supplies will be provided and installed by DIV 8.
- The Customer will provide all conduit pathways in door frames for access control devices and junction boxes with pull string by DIV 26.

Additional Materials and/or Work: Data for the preparation of the proposal is on existing site conditions and/ or site plans and blueprints available to FISK at the time the proposal was prepared. Any changes in site conditions and/ or blueprints which occur after proposal preparation may have cost and/ or operational impacts, and may be subject to a change order which may be above or below the original proposal (contract) price.

### **Notes and Assumptions**

All installation labor, final connections and testing shall be preformed during normal business hours 7am - 5pm, Monday through Friday, except on identified City and/or FISK holidays.

### **System Testing**

Upon completion of the Installation of listed Equipment and/or Materials, FISK and the City will conduct a system test. The purpose of the system test is to verify the system is operating in accordance with manufacturer's specifications. The system testing shall be conducted by FISK with the Customer's authorized representative to witness the system test. The system test will consist of testing a device for proper operation in accordance to manufacturer's specifications. Upon successful completion, the Customers will acknowledge the satisfactory performance of the system test. Additional testing of a previously tested system and or device will result in additional charges at our current labor rates.

---

## Acceptance and Authorization

The terms and conditions of the Statement of Work apply in full to the services and products provided by FISK.

**IN WITNESS WHEREOF**, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

Customer:

FISK Electric Company

\_\_\_\_\_

Full name

\_\_\_\_\_

Full name

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

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Date



Quote to:	City of San Antonio P.O. Box 839976 San Antonio, TX 78283-3976	Date: 10/17/2014
Attn:	Derek Rabey	Term: Net 30
Quote Reference:	COSA-Plaza de Armas	Quoted By: Chris Wayne
		Quote # COSA - AC #1
		Deposit % 0%

SCOPE: Install seven-teen (17) interior cameras, twelve (12) exterior cameras, twenty-four (24) access control doors, seven (7) door status doors, one (1) elevator access control and the security system head end at Plaza de Armas.

Item	Supplier Part No.	Description	Qty	Unit Price	Total Price
1	N/A	SECURITY SYSTEM TECH	526.88	\$ 85.00	\$ 44,784.80
2	N/A	ENGINEER LABOR	20.63	\$ 175.00	\$ 3,610.25
3	N/A	PROJECT MANAGER LABOR	51.59	\$ 175.00	\$ 9,028.25
4	N/A	Shipping	1.00	\$ 756.74	\$ 756.74
5	0468-001	AXIS P3363VE Camera	12.00	\$ 727.57	\$ 8,730.84
6	5017-611	AXIS Wall Mount Kit	12.00	\$ 83.85	\$ 1,006.20
7	5502-321	AXIS Pendant Kit	12.00	\$ 41.50	\$ 498.00
8	0352-001	Axis P3304	17.00	\$ 507.35	\$ 8,624.95
9	GSC-OM-S-1C	Genetec Omnicast Standard Camera Connection	29.00	\$ 123.75	\$ 3,588.75
10	OM-E-1FEC	Genetec Omnicast Federated Camera Connection	29.00	\$ 18.98	\$ 550.42
11	BSC-OM-S-BAS1	Genetec Omnicast Standard Base System	1.00	\$ 486.75	\$ 486.75
12	OM-E-1FED	Genetec Omnicast Federated Directory	1.00	\$ 189.75	\$ 189.75
13	SMA-BASE-1Y	SMA Base Package - 1 year	1.00	\$ 330.00	\$ 330.00
14	SMA-CAM-S-1Y	SMA for 1 Omnicast Standard/SV-16 Camera - 1 year	29.00	\$ 14.85	\$ 430.65
15	M8N2	DIGI*TRAC MODEL 8N2 - 8 DOOR - 115VAC	3.00	\$ 2,619.65	\$ 7,858.95
16	MEB/CB64	MEMORY EXPANSION BOARD - CODE 64K - B	3.00	\$ 251.08	\$ 753.24
17	AEB8	ALARM EXPANSION BOARD	3.00	\$ 251.08	\$ 753.24
18	DTLM2	DIGI*TRAC LINE MODULE 2	26.00	\$ 8.78	\$ 219.50
19	DTLM1	DIGI*TRAC LINE MODULE 1	7.00	\$ 7.57	\$ 52.99
20	MRIB	MATCH READER INTERFACE BOARD	25.00	\$ 114.95	\$ 2,873.75
21	CR-ICRP40PIV	CARD READER - HID ICLASS/PROX/PIV - WS	25.00	\$ 244.75	\$ 6,118.75
22	SR-1078CW	Door Contacts	41.00	\$ 7.93	\$ 325.13
23	AL600ULACM	ALTRONIX POWER SUPPLY - 115VAC	3.00	\$ 255.38	\$ 766.14
24	1M-1270	12V 7AMP BATTERY	6.00	\$ 20.77	\$ 124.62
25	F66G48	Hoffman 48" Gutter	1.00	\$ 63.69	\$ 63.69
26	F66G72	Hoffman 72" Gutter	1.00	\$ 86.58	\$ 86.58
27	F66GCP	Hoffman End Caps	3.00	\$ 7.08	\$ 21.24
28	MSPN2-8R	DIGI*TRAC MODEL SPN2- Elevator Controller	1.00	\$ 1,557.88	\$ 1,557.88
29	11996-748	Chatsworth Cube-iT Video Surveillance Rack	1.00	\$ 783.24	\$ 783.24
30	12804-701	Fan Kit	1.00	\$ 108.09	\$ 108.09
31	PK4GTA	Ground Bar	1.00	\$ 5.26	\$ 5.26
32	AP 5816	KVM	1.00	\$ 2,033.63	\$ 2,033.63
33	SURTA2200RM XL2U	UPS	1.00	\$ 1,507.00	\$ 1,507.00

COSA - AC #1

Item	Quantity	Description	Unit Price	Total Price
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\*\*\* Notes and Assumptions \*\*\*

General

- A. All installation labor, final connections, and testing shall be performed during normal business hours of Monday through Friday 7:30 AM to 4:30PM.
- B. It's assumed that all network switches are POE and provided by others.
- C. All 120VAC electrical requirements to Security equipment shall be provided and installed by others to Security specified locations.
- D. All LAN connections and phone lines to Security equipment shall be provided and installed by FISK to Security specified locations.
- E. Standard Manufacturers warranty applies to equipment supplied by Fisk.
- F. Standard one-year warranty applies to labor supplied by Fisk.
- G. The customer is required to provide a single point of contact for all project communications and decisions. Timely responses are required to meet project timelines and budgets.
- H. Supply and installation of conduit or wire mold, except where noted herein, furnished with drag lines is not included.
- I. Provision of space for and a suitable operating environment for the Security equipment in field locations as well as, equipment at the monitoring/control location is not included and is responsibility of the customer.
- J. Additional Materials and/or Work: Data for the preparation of the proposal is based on existing site conditions and/or site plans and blueprints to Fisk at the time original proposal (contract) price.
- K. Lightning Protection: Equipment furnished and installed by Fisk/ is provided with the equipment manufacture's standard lightning and/or transient protection. NO GUARANTEE IS PROVIDED AGAINST WQUIPMENT AND/OR SYSTEM DAMAGE DUE TO EITHER LIGHTNING AND/OR LINE POWER.
- L. All camera will Be recorded @ MPEG4 for 200 hrs. @ 30 FPS.
- M. Excludes all fiber or wireless to camera locations.

Equipment	\$	50,449.23
Labor	\$	57,423.30
Shipping	\$	758.74
Misc Material	\$	2,293.14
<b>Total</b>	<b>\$</b>	<b>110,922.41</b>

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SCALE: AS SHOWN  
 1/4" = 1'-0"  
 ALL DIMENSIONS ARE APPROXIMATE  
 TO BE USED FOR GENERAL REFERENCE ONLY

**DATA.COM**  
 DESIGN GROUP

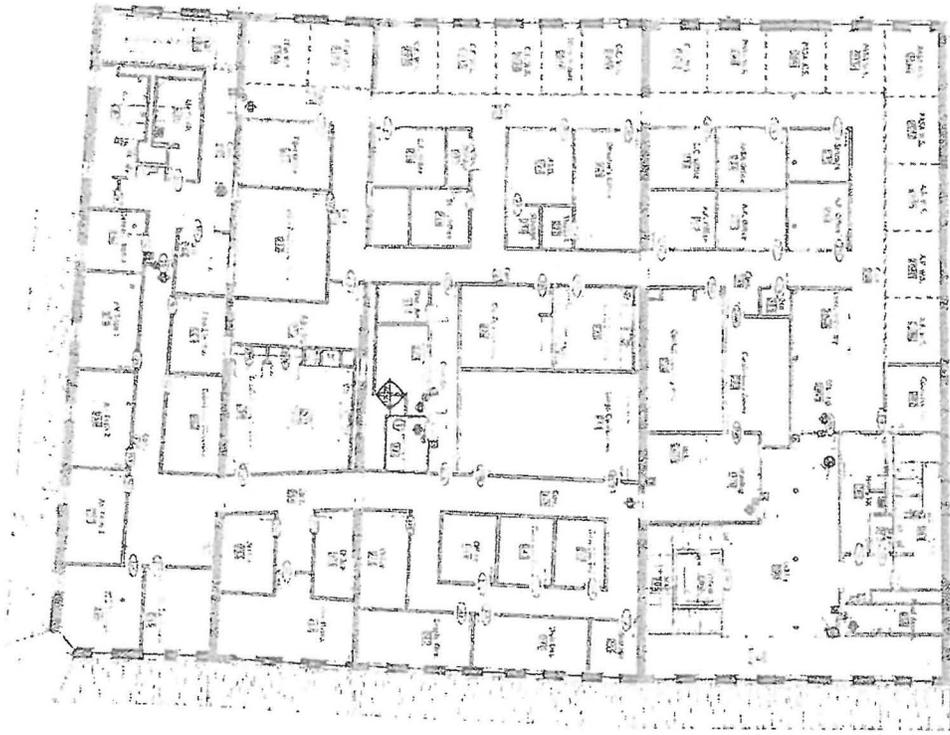
City of San Antonio  
**PLAZA DE ARMAS BUILDING IMPROVEMENTS**  
 50% CONSTRUCTION DOCUMENTS  
 115 Plaza de Armas  
 San Antonio, TX 78205

**FORD  
 POWELL  
 & CARSON**  
 ARCHITECTS

**100%  
 CONSTRUCTION  
 DOCUMENT**

DATE	DESCRIPTION
11/13/03	SD
05/20/03	GC

**SC202**



FLOOR PLAN - LEVEL TWO - SECURITY



DATE: 11/13/03  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT: PLAZA DE ARMAS BUILDING IMPROVEMENTS  
 SHEET: SC202

### **IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call Travelers Casualty and Surety Company of America and its affiliates' toll-free telephone number for information or to make a complaint at:

**1-800-328-2189**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

#### **PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact your Agent or Travelers first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

#### **ATTACH THIS NOTICE TO YOUR BOND:**

This notice is for information only and does not become a part or condition of the attached document and is given to comply with Texas legal and regulatory requirements.

**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 local 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 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 local 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.

A local business (a.k.a. a City Business) is defined as a business headquartered within the incorporated San Antonio city limits OR one that meets the following conditions:

- Has an established place of business for at least one year 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 local 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.

**THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING TO BE IDENTIFIED AS A LOCAL BUSINESS**

Name of Business:	Fisk Electric Company	
Physical Address:	8964 Broadway	
City, State, Zip Code:	San Antonio, Texas 78217	
Phone Number:	210.828.3325	
Email Address:	dchapa@fiskcorp.com	
Is Business headquartered within the incorporated San Antonio city limits?	Yes	<input checked="" type="radio"/> No

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

(circle one)		
If the answer to the question above is "Yes", stop here. If the answer to the above question is "No", provide responses to the following questions:		
Is the business located in the incorporated San Antonio city limits? (circle one)	(Yes)	No
Has the business been located in the incorporated San Antonio city limits for at least one year? (circle one)	(Yes)	No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	(Yes)	No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	(Yes)	No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	(Yes)	No

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Local 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 Local Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation and 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.

RESPONDENT'S FULL NAME:

Daniel Chapa

(Print Name) Authorized Representative of Respondent



(Signature) Authorized Representative of Respondent

Vice President

Title

10/16/14

Date

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



**CITY OF SAN ANTONIO**  
**PURCHASING AND GENERAL SERVICES DEPARTMENT**

REQUEST FOR OFFER ("RFO") NO.: 6100005079

**ANNUAL CONTRACT CITY WIDE SECURITY SYSTEMS INSTALLATION,  
MAINTENANCE AND SERVICE**

Date Issued: October 03, 2014

**RESPONSES MUST BE RECEIVED NO LATER THAN:  
10:00 AM October 17, 2014 CENTRAL TIME**

Responses may be submitted by any of the following means:  
Electronic submission through the Portal  
Hard copy in person or by mail

Address for hard copy responses:

Physical Address:  
Purchasing & General Services  
Riverview Tower  
111 Soledad, Suite 1100  
San Antonio, Texas 78205

Mailing Address:  
Purchasing & General Services  
P.O. Box 839966  
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"ANNUAL CONTRACT CITY WIDE SECURITY SYSTEMS INSTALLATION, MAINTENANCE AND  
SERVICE"

Offer Due Date: 10:00 A.M., OCTOBER 17, 2014, CENTRAL TIME

RFO No.: 6100005079

Offeror's Name and Address

Bid Bond: YES      Performance Bond: YES      Payment Bond: YES      Other: NA

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: YES

DBE / ACDBE Requirements: NA

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

Pre-Submittal Conference \* YES, the Pre-Submittal Conference will be held on October 08, 2014 at 11:00 A.M. AT  
RIVERVIEW TOWERS, 111 SOLEDAD, SUITE 1100, SAN ANTONIO, TX 78205

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

SBEDA Contact Information: David Rodriguez at (210) 207-0071 or by e-mail at David.Rodriguez3@sanantonio.gov.

002 - TABLE OF CONTENTS

002 - TABLE OF CONTENTS.....	2
003 - INSTRUCTIONS FOR OFFERORS .....	3
004 - SPECIFICATIONS / SCOPE OF SERVICES.....	8
005 - SUPPLEMENTAL TERMS & CONDITIONS .....	24
006 - GENERAL TERMS & CONDITIONS.....	38
007 - SIGNATURE PAGE.....	44
008 - STANDARD DEFINITIONS .....	45
009 - ATTACHMENTS.....	46

## 003 - INSTRUCTIONS FOR OFFERORS

### Submission of Offers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before 1 calendar days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

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

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

#### Pre-Submittal Conference.

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

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

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

### Changes to RFO.

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

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

### Preparation of Offers.

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

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

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

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

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

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

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

### Estimated Quantities for Annual Contracts.

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

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

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

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

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

Rejection of Offers.

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

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

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

The offer is conditional; or

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

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

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

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

Evaluation and Award of Contract.

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

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

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

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

Prompt Payment Discount.

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

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

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

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

Conflict of Interest. Effective January 1, 2006, 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 conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or offer, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Offeror should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed offer. The Purchasing Division will not deliver the form to the City Clerk for you.

## 004 - SPECIFICATIONS / SCOPE OF SERVICES

### 4.0 BACKGROUND

The City of San Antonio (CoSA) operates a variety of facilities which require security system(s) services to be installed, maintained and serviced by an experienced and qualified Security Systems Integration Respondent.

Security system services are currently provided through the Identive Group; formally known as Hirsch Electronics.

### 4.1 STANDARD REQUIREMENT

Prices for labor and discounts shall remain firm for the duration of the contract.

### 4.2 BRIEF DESCRIPTION OF SERVICES

CoSA is seeking experienced and qualified Security System Integration Respondent(s) to provide access control, video surveillance, intrusion alarm system installations, preventative maintenance, and service at various CoSA facilities. Respondents shall provide the following services including, but not limited to, providing security systems service for buildings, facilities, and grounds; for employees, visitors, customers, and vendors; emergency response, access control, technology control station monitoring, and other related security system services.

### 4.3 PREFERRED REQUIREMENTS

Respondent must meet the following minimum requirements in order to submit a proposal. Respondent's Proposal will be deemed non-responsive to the extent that it does not meet the minimum requirements.

- 4.3.1 Respondent shall be licensed by the Texas Commission on Private Security under the Department of Public Safety as an Alarm Company;
- 4.3.2 Respondent shall be an established firm that has at least five years of experience in providing services;
- 4.3.3 Respondent shall have provided these types of services within the past three years;
- 4.3.4 City prefers Respondents that have experience providing these specified services across a minimum of three pre-existing contracts;
- 4.3.5 Respondent shall provide a program manager licensed by the Texas Commission on Private Security under the Department of Public Safety as a Branch Office Manager
- 4.3.6 Respondent shall provide an application engineer, a project manager, and installation and service technicians licensed by the Texas Commission on Private Security under the Department of Public Safety as an Alarm Installer.

### 4.4 GENERAL REQUIREMENTS

- 4.4.1 All data cabling shall be installed by Panduit certified installation technicians.
- 4.4.2 City has a significant amount of Hirsch products; therefore, Respondent shall be an authorized Hirsch reseller and installer. Respondent shall provide City 30 days or more notice if the vendor is no longer an authorized Hirsch reseller.
- 4.4.3 Awarded Respondent shall provide a Statement of Work (SOW) for each project that will be attached to the Master Contract.
- 4.4.4 Parts costs shall include miscellaneous incidentals.
- 4.4.5 Labor rate shall include fuel fees, all travel associated costs for completing the job.
- 4.4.6 Respondent shall provide one copy yearly, of the manufacturer's catalog for each manufacturer for which a proposal is submitted.
- 4.4.7 The work included in these specifications including all labor, materials, tools, equipment and possible outside services (i.e. subcontractor) necessary to perform and complete each project, is the sole responsibility of the Respondent.
- 4.4.8 Maintenance work is work that is necessary to keep the equipment in proper condition. It is work performed in a routine, scheduled, or anticipated fashion as necessary to keep the equipment working in its existing state, i.e., preventing its failure or decline. Maintenance does not include total replacement of a system, nor does it include

work to install and test equipment in new construction.

- 4.4.9 Repair work goes beyond maintenance, and is usually performed to return something to operational use, rather than to keep it operating. Repair work for City equipment can only be done with written City approval. If requested by the designated Department Manager. Respondent shall provide a quote, using the hourly rates established herein, for the repair work. Parts supplied for repair work will be paid to the Respondent in accordance with the percentage mark up indicated on the price schedule. Respondent shall only proceed with the additional work after receipt of purchase order by City. City will not pay for any unauthorized parts or labor charges. Respondent must submit invoices with a copy of the written Purchase Order supplied by the Department for which services are provided. Such invoices shall have the language REPAIR indicated thereon.

#### **4.5 CRIMINAL BACKGROUND CHECKS**

- 4.5.1 Successful Respondent shall perform complete criminal background checks each year on all employees assigned to perform under this contract, and shall not employ, and if already employed, not utilize said persons to perform under this contract, any employee who has been charged with, served deferred adjudication or probation for, or been convicted of a crime in this or any other state or under federal law, other than minor traffic offenses.
- 4.5.2 Successful Respondent agrees to provide a copy of the criminal background checks it performs under these requirements to City within 20 days of the start of this contract. Successful Bidder shall conduct criminal background checks on all new employees it hires during the contract term and any renewals, and shall provide City with a copy of the criminal background check, all prior to assigning new employees to work under this contract. Respondent will supply the confirmation of background checks following the City's established Attestation process.
- 4.5.3 In the event Successful Respondent fails to provide the criminal background checks as required herein, or in the event the information obtained gives the City reason to believe further inquiry is warranted, Successful Bidder agrees to allow the City to perform a complete criminal background checks on each employee assigned to this contract, and shall not assign any employee who has been charged with, served deferred adjudication or probation for, or been convicted of a crime in this or any other state or under federal law, other than minor traffic offenses, to work hereunder.
- 4.5.4 Successful Respondent shall conduct background checks on all employees assigned to this contract on a annual basis throughout the contract term and any renewals, and shall provide City with a copy of the background checks within 10 days thereafter.
- 4.5.5 Successful Respondent shall obtain a Consent and Release Authorization good for one year from the date of its signing to permit the City to perform complete background checks on all employees assigned to this contract, and shall obtain new Consent and Release Authorizations each year during the contract term.
- 4.5.6 All provisions herein regarding criminal background checks shall apply to all subcontractors assigned to work hereunder.

#### **4.6 SERVICES REQUIRED**

Respondent shall provide the following services including, but not limited to, providing security services for buildings, facilities, and grounds; for employees, visitors, customers, and vendors; emergency response; access control; technology control station monitoring; and other related security services.

Respondent must be able to deploy staff to any CoSA facility identified within four hours of a service call. For example, if CoSA identifies a need for service at 11:00 a.m., Respondent must have sufficient staffing capability to provide a security technician at the requested CoSA site by 3:00 p.m. the same day.

Refer to Table 1A AND 1B below for a detailed breakdown of estimated hours per week and estimated hours per year by position.

**Table 1A: Detailed Breakdown of Estimated Hours Per Week (HPW) by Type**

Senior (Lead) Installation Technician	1 ea	40
Installation/Service Technician	4 ea	160
Project Manager	1 ea	40

Program Manager	1 ea	20
Application Engineer	1 ea	20
Total Hours		280

Table 1B: Detailed Breakdown of Estimated Hours Per Year (HPY) by Type

Senior (Lead) Technician	2,180
Installation/Service Technician	8,400
Project Manager	2,180
Program Manager	1,140
Application Engineer	1,140
Total Hours	15,040

**4.7 RESPONDENT RESPONSIBILITIES**

- 4.7.1 Respondent shall furnish all labor, technician-specific equipment, uniforms and transportation – including three service vehicles. Respondent shall also establish and maintain an accurate timekeeping and payroll system to ensure that personnel are paid in accordance with the contract. Respondent will supply, at its sole expense, all required technician-specific equipment (such as uniforms). Respondent shall also supply administrative supplies and equipment not specifically dedicated to CoSA or this agreement. However, Respondent may use CoSA equipment, office supplies, and materials whose use is exclusively for the benefit of CoSA in the fulfillment of Respondent's obligations under this agreement. This includes reasonable access to telephones, facsimile machines, lavatories, office space, desks, chairs, and other supplies that are used exclusively in conjunction with security services for CoSA, provided access to such resources does not chronically or unreasonably interfere with the transaction of CoSA's business. Respondent is strictly prohibited from using such resources for non-CoSA-related purposes, including personal use or servicing of other accounts. All work to be in compliance with the current applicable codes and the City of San Antonio Physical Security System Infrastructure Guidelines, Attachment 3.
- 4.7.2 Respondent's employees shall not reproduce, transmit or remove records, files, documents, or drawings related to CoSA's business without the written consent of CoSA, and shall not disclose to any persons, or another business entity, any information obtained from a direct or indirect conversation without the written approval of CoSA. Respondent shall hold all such information in trust and confidence for CoSA.
- 4.7.3 Respondent shall comply with the Immigration Reform and Control Act of 1986 (IRCA). All employees assigned to this agreement shall have had their identity and eligibility for work properly verified by the Respondent.
- 4.7.4 Respondent's employees shall meet high standards of appearance and demeanor, and shall at all times treat employees and visitors of CoSA with the utmost courtesy and respect. CoSA shall be the sole judge.
- 4.7.5 Respondent shall ensure that all service logs and preventative maintenance reports shall be submitted to CoSA in accordance with the schedule set by the Contract Administrator. Respondent shall notify CoSA of hazards, safety violations or other conditions that pose an unsafe condition.
- 4.7.6 Respondent will establish and maintain for the duration of the contract, basic and annual training programs. An annual training plan and report must be submitted to the Contract Administrator.
- 4.7.7 In the event CoSA determines a situation is an emergency, within 2 hours, Respondent shall be required to provide Security Technician response. Respondent must be able to provide this response staffing increment at each of CoSA's facilities identified in the scope of work. In the event Respondent cannot provide the requested Security Technicians in the time limits specified, Respondent may use a licensed Security Respondent to subcontract for the additional personnel. All Security Technicians provided under this situation shall present documentation verifying the minimum certifications, license, and training to the Respondent. CoSA reserves the right to verify the license, certifications and qualifications of any subcontractor and any assigned Security Technician. In the event Respondent cannot provide the requested Security Technicians, City reserves the right to enter into an agreement with another Respondent to provide the additional Security Technicians and charge Respondent the difference in cost.

#### 4.8 MANAGEMENT REVIEWS AND REPORTS

- 4.8.1 Monthly Meeting: This meeting between the Respondent's Project Manager and CoSA Security Management tracks status of projects, budgets, end user training, access control system tests and audits, video surveillance system tests, service call reports, preventative maintenance logs, response to emergencies, and other information that may impact CoSA's security or the quality of service provided by the Respondent.
- 4.8.2 Quarterly Meeting: This meeting between the Respondent's Program Manager and CoSA Security Management tracks status of contract compliance, progress of projects, budgets, technical training, pre-employment background verifications, service call reports, preventative maintenance logs, response to emergencies, affidavits certifying readiness of new employees for duty at CoSA, and other information that may impact CoSA's security or the quality of service provided by the Respondent.
- 4.8.3 Security Notice: This type of notice is to be used by all Respondent personnel to advise CoSA of potential security concerns. This notice is integral to security operations as a way of keeping CoSA managers and supervisors informed of these areas.
- 4.8.4 Service Call Record: This is a Respondent record documenting actual actions taken to remedy a malfunction or inoperable component of the access control, video surveillance or intrusion alarm system.
- 4.8.5 Preventative Maintenance Log: This is a Respondent log documenting the actions taken on a given system to record the scheduled maintenance on the access control, video surveillance and intrusion alarm systems.

#### 4.9 PERSONNEL

Respondent shall staff the CoSA service area with a Regional Program (Operations) Manager, a local Project Manager, a local Senior (Lead) Installation/Service Technician, four local Installation/Service Technicians, and a Regional Applications Engineer who shall provide the following services:

- 4.9.1 Provide security systems integration for the CoSA service area; its employees/visitors, customers, Respondents and tenants.
- 4.9.2 Provide a dedicated service technician to the San Antonio International Airport. This technician will be responsible for service and support of installed security systems; normal service hours will be Monday-Friday, 7:45am to 4:30pm.
- 4.9.3 Respond to system trouble conditions; investigate, repair and/or replace system components. System trouble condition responses will be followed up by a documented service call record. The standard response time for a routine trouble condition response shall be within 4 hours on the initial notification.
- 4.9.4 Provide an on-call technician response capability for the service and support of all security systems installed within the CoSA service area. The response time for an on-call response shall be within 4 hours on the initial notification.
- 4.9.5 Enforce access control procedures; ensure only authorized personnel are granted access to access controlled areas and access controlled systems.
- 4.9.6 Summon and cooperate with law enforcement agencies in connection with threats or crimes committed against CoSA, including safeguarding the scene of a crime to protect possible evidence.
- 4.9.7 Perform general duties and perform any additional duties as documented in writing or via email from authorized requestors.
- 4.9.8 Certify satisfaction of all training and licensing requirements as mandated by CoSA.
- 4.9.9 Ensure that all personnel are aware of federal, state, and municipal laws governing or potentially involving the managers, technicians and engineers assigned to the CoSA service area.

#### 4.10 RECRUITMENT AND SELECTION

- 4.10.1 Respondent shall maintain sufficient staffing levels to support CoSA integration projects as well as system service and support for the CoSA service area. Respondent shall maintain staffing levels capable of meeting the call-back requirements within the CoSA service area without regard to riot, war, the enactment, issuance or operation of any municipal, county, state or federal law, ordinance or executive, administrative or judicial regulation, order or decree, or any local or national emergency, or any other similar cause outside of the control of Respondent.
- 4.10.2 Respondent shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, integrity, and shall be responsible for taking disciplinary action with respect to its employees. CoSA reserves the right to initiate an action, up to and including criminal prosecution, against Respondent's personnel should such personnel create or cause to occur any loss or harm to CoSA's personnel or property.
- 4.10.3 Respondent shall submit a Letter of Affidavit for each person assigned to CoSA certifying that the individual does not have a criminal history, possesses a valid Texas driver's license, valid license issued by the State of Texas Private Security Board and has met all CoSA hiring and training requirements.
- 4.10.4 Respondent employees, before starting an assignment at CoSA, shall pass a drug test, IRCA testing requirements, possess a valid Social Security card, and must pass a Criminal Justice Information Systems (CJIS) fingerprint-based background check and maintain CJIS eligibility. Due to CJIS requirements related to system access, the following will result in being disqualified for this position: Felony Convictions, Felony Deferred Adjudication, Class A & B Misdemeanor Deferred Adjudication, Class B Misdemeanor Convictions, an Open Arrest for Any Criminal Offense (Felony or Misdemeanor), or Family Violence Convictions.

#### **4.11 DUTIES AND RESPONSIBILITIES**

##### **4.11.1 Respondent's Regional Program (Operations) Manager**

###### **4.11.1.1 Background Requirements:**

This position shall administer the contract on behalf of the Respondent and shall be the liaison between the Respondent and CoSA. This individual will regularly meet with CoSA's Contract Administrator, as specified by CoSA. The Program Manager shall be responsible for personnel recruitment, screening, training, payroll, detailed project integration proposal delivery, invoice reconciliation, executing task orders, disciplinary action, and special projects as directed by CoSA.

###### **4.11.1.2 Functional Responsibilities:**

This individual will have overall responsibility for maintaining the account, to include responding to customer's needs/concerns, managing personnel and overseeing all administrative functions. Basic duties include:

**Safety:** Develop and maintain safety programs outlining site specific hazards for personnel, including vehicle safety, driving safety. All employees shall be issued appropriate personal protection equipment (PPE) (i.e. hard hat, safety vest, leather gloves, steel toed footwear).

**Training:** Provide system specific initial On the Job Training (OJT) to personnel. Ensure all system certifications are completed and maintained as required.

**Uniforms:** Respondent employees shall maintain high uniform and appearance standards.

**Scheduling:** Meet all contractual scheduled hours and response times.

**Policies:** Enforce policies as outlined by the corporate policy and contract document.

**Standards & Audit Compliance:** Meet and exceed Operational Audit Standards.

**Equipment:** Identify equipment utilized on the account, including vehicles, and maintain appropriate inventory and maintenance checklists/follow-up.

**Recognition:** Utilize the Quality Assistance and Training (QA&T) recognition program for solid & top performers.

**Counseling:** Review substandard performance with employees face-to-face and provide coaching and training to increase performance. Document all counseling, training and coaching sessions.

Disciplinary Actions: Enforce standards as outlined by the corporate policy and contract document.

Client Communications: Meet with and listen to clients; maintain a proactive approach to client needs.

Documentation: Review all service call records, invoices and reconcile as appropriate.

Training: Submit complete and accurate training documentation: OJT Checklists.

#### **4.11.2 Respondent's Local Project Manager**

##### 4.11.2.1 Background Requirements:

This will be a full time position that shall administer the day-to-day contract requirements on behalf of the Respondent, and shall be a liaison between the Respondent and CoSA. This individual will regularly meet with CoSA's Contract Administrator, as specified by CoSA. The Project Manager shall be responsible for training, implement task orders, and coordinate scheduling, production and updating of project status, disciplinary action, and special projects as directed by CoSA.

Candidates for this position should be highly motivated, results orientated, self-starters with a strong professional image. They must be well motivated, able to work well independently and make decisions. Excellent communication skills (written and verbal) are required. Also necessary are strong leadership and coaching skills, supervisory experience, and knowledge of general business practices through experience or education. This position may also require some college, law enforcement or military experience; three or more years of security experience; two or more years of supervisory experience; high-level customer service skills; and additional training as necessary.

Internal candidates must be in his or her current position a minimum of six months, all previous performance ratings must be satisfactory or above, and the candidate must have no disciplinary actions within the last six months.

##### 4.11.2.2 Functional Responsibilities:

Basic duties include:

- Manage integration project development from initiation to closure.
- Manage system service call response from initiation to closure.
- Be accountable for project results along with CoSA.
  
- Work with CoSA to complete charter outlining scope, goals, deliverables, required resources, budget and timing.
- Complete work breakdown structure to estimate effort required for each task.
- Provide project schedule to identify when each task will be performed.
- Clearly communicate expectations to team members and CoSA.
- Act as mediator between CoSA and team members.
- Resolve any issues and solve problems throughout project life cycle.
- Effectively manage project scope by ensuring any changes to scope are documented and approved by project change request by CoSA.
- Determine if external consultants or Respondents will be required to complete project plan. If required, recruit and manage appropriate staffing resources.
- Track and report on project milestones and provide status reports to CoSA.
- Lead, coach and motivate project team members on a proactive basis.

- Ensure all project documents are safely archived following project completion and provide copies to stakeholders.
- Be capable of completing functional responsibilities of the Senior (Lead) Technician.

#### 4.11.3 Senior (Lead) Installation/Service Technician

##### 4.11.3.1 Background Requirements:

This will be a full time position and the primary function of the Senior (Lead) Technician is to complete day-to-day contract requirements on behalf of the Respondent. This individual shall be responsible for training technicians, implement task orders, and coordinate scheduling, production and updating of project status and special projects.

This individual must have the ability to communicate effectively both orally and in writing for the purpose of public interaction and maintenance/service report writing and should be able to interact with all levels of city employees and the public in a direct, timely and professional manner. He or she must have the ability to deal with internal and external customers and to ensure compliance with fair employment practices. The individual must be able to get along with other employees, follow directions, work under stress, add value and continuously improve. Obviously, he or she must also maintain regular attendance to ensure avoidance of unpredictable, frequent and/or ongoing tardiness. This position may also require some college or military experience; three or more years of security experience; high-level customer service skills; and additional training as necessary.

##### 4.11.3.2 Functional Responsibilities:

Basic duties include:

- Serve as a senior (lead) security installation, programming and service technician.
- Direct installation/service technician field activities.
- Examine systems to locate problems, such as loose connections or broken insulation.
- Test backup batteries, keypad programming, sirens, and all security features in order to ensure proper functioning, and to diagnose malfunctions.
- Mount and fasten control panels, door and window contacts, sensors, or video cameras and attach electrical and telephone wiring to connect components.
- Install, maintain, or repair security systems, alarm devices, or related equipment, following blueprints of electrical layouts and building plans.
- Feed cables through access holes, roof spaces, and cavity walls to reach fixture outlets; then position and terminate cables, wires and strapping.
- Inspect installation sites and study work orders, building plans, and installation manuals to determine material requirements and installation procedures.
- Adjust sensitivity of units, based on room structures and manufacturers' recommendations, using programming keypads.
- Test and repair circuits and sensors, following wiring and system specifications.
- Drill holes for wiring in wall studs, joists, ceilings, or floors.
- Demonstrate systems for customers and explain details, such as the causes and consequences of false alarms.
- Provide customers with cost estimates for equipment installation.

- Prepare documents, such as service records, maintenance logs, and project progress reports.
- Consult with clients to assess risks and to determine security requirements.
- Order replacement parts.
- Keep informed of new products and developments.
- Mount raceways and conduits and fasten wires to wood framing.
- Report unsafe acts and environmental conditions.
- Enforce company and client policies, rules and regulations.
- Escort staff and sub-contractors on the client's property.
- Provide other services as specified by the contract and project specifications.
- Report to work as assigned, and complete assignments, including overtime, as assigned.
- Enforce system specific training and certification requirements.

#### **4.11.4 Installation/Service Technician**

##### 4.11.4.1 Background Requirements:

This will be a full time position and the primary function of the technician is to complete day-to-day contract requirements on behalf of the Respondent. This individual shall be responsible for completing training requirements, implement task orders, and execute scheduling, production and updating of project status and special projects.

This individual must have the ability to communicate effectively both orally and in writing for the purpose of public interaction and maintenance or service report writing and should be able to interact with all levels of city employees and the public in a direct, timely and professional manner. He or she must have the ability to deal with internal and external customers and to ensure compliance with fair employment practices. The individual must be able to get along with other employees, follow directions, work under stress, add value and continuously improve. Obviously, he or she must also maintain regular attendance to ensure avoidance of unpredictable, frequent and/or ongoing tardiness. This position may also require some college or military experience; three or more years of security experience; high-level customer service skills; and additional training as necessary.

##### 4.11.4.2 Functional Responsibilities:

Basic duties include:

- Serve as a security systems installation, programming and service technician.
- Examine systems to trace problems, such as loose connections or broken insulation.
- Test backup batteries, keypad programming, sirens, and all security features in order to ensure proper functioning, and to diagnose malfunctions.
- Mount and fasten control panels, door and window contacts, sensors, or video cameras and attach electrical and telephone wiring to connect components.
- Install, maintain, or repair security systems, alarm devices, or related equipment, following blueprints of electrical layouts and building plans.
- Feed cables through access holes, roof spaces, and cavity walls to reach fixture outlets; then position and terminate cables, wires and strapping.
- Inspect installation sites and study work orders, building plans, and installation manuals to determine material requirements and installation procedures.

- Adjust sensitivity of units, based on room structures and manufacturers' recommendations, using programming keypads.
- Test and repair circuits and sensors, following wiring and system specifications.
- Drill holes for wiring in wall studs, joists, ceilings, or floors.
- Demonstrate systems for customers and explain details, such as the causes and consequences of false alarms.
- Provide customers with cost estimates for equipment installation.
- Prepare documents, such as service records, maintenance logs, and project progress reports.
- Consult with clients to assess risks and to determine security requirements.
- Identify replacement parts needed.
- Keep informed of new products and developments.
- Mount raceways and conduits and fasten wires to wood framing.
- Report unsafe acts and environmental conditions.
- Enforce company and client policies, rules and regulations.
- Escort staff on the client's property, as approved.
- Provide other services as specified by the contract and project specifications.
- Maintain system specific training and certification requirements.

#### 4.11.5 Service Technician

##### 4.11.5.1 Background Requirements:

The primary function of the Service Technician is to provide on-site service for the installed security systems at the San Antonio International Airport. This individual shall be responsible for completing training requirements, implement task orders, and execute scheduling, production and updating of project status and special projects.

This individual must have the ability to communicate effectively both orally and in writing for the purpose of public interaction and maintenance/service report writing and should be able to interact with all levels of city employees and the public in a direct, timely and professional manner. He or she must have the ability to deal with internal and external customers and to ensure compliance with fair employment practices. The individual must be able to get along with other employees, follow directions, work under stress, add value and continuously improve. Obviously, he or she must also maintain regular attendance to ensure avoidance of unpredictable, frequent and/or ongoing tardiness. This position may also require some college or military experience; three or more years of security experience; high-level customer service skills; and additional training as necessary.

##### 4.11.5.2 Functional Responsibilities:

Basic duties include:

- Serve as a security system service technician.
- Examine systems to trace problems, such as loose connections or broken insulation.
- Test backup batteries, keypad programming, sirens, and all security features in order to ensure proper functioning, and to diagnose malfunctions.
- Maintain, or repair security systems, alarm devices, or related equipment, following system blueprints and building plans.

- Inspect installation sites and study work orders, building plans, and installation manuals to determine material requirements and installation procedures.
- Adjust sensitivity of units, based on room structures and manufacturers' recommendations, using programming keypads.
- Test and repair circuits and sensors, following wiring and system specifications.
- Demonstrate systems for customers and explain details, such as the causes and consequences of false alarms.
- Prepare documents, such as service records, and system maintenance logs.
- Consult with clients to assess risks and to determine security requirements.
- Keep informed of new products and developments.
- Report unsafe acts and environmental conditions.
- Enforce company and client policies, rules and regulations.
- Escort staff on the client's property, as approved.
- Provide other services as specified by the contract and project specifications.
- Maintain system specific training and certification requirements.

#### **4.11.6 Security Applications Engineer**

##### 4.11.6.1 Background Requirements:

The primary function of the Applications Engineer is to protect life and property. This is facilitated by providing public safety to the client, employees, guests and the general public and safeguarding the client's property (buildings, office equipment, automobiles, valuables or anything within the client's premises) from being stolen, destroyed or damaged.

This individual must have the ability to communicate effectively both orally and in writing for the purpose of public interaction and maintenance/service report writing and should be able to interact with all levels of city employees and the public in a direct, timely and professional manner. He or she must have the ability to deal with internal and external customers and to ensure compliance with fair employment practices. The individual must be able to get along with other employees, follow directions, work under stress, add value and continuously improve. Obviously, he or she must also maintain regular attendance to ensure avoidance of unpredictable, frequent and/or ongoing tardiness.

As a Security Applications Engineer, this individual must also be trusted with confidential information and must be eligible to receive and retain security clearances. This position may also require one or more of the following: experience operating communications systems and knowledge of communications procedures and terminology; experience with video monitoring systems; access control systems; and central alarm monitoring systems; computer skills; some college experience; three or more years of security experience; high-level customer service skills; and additional training as necessary.

##### 4.11.6.2 Functional Responsibilities:

Basic duties include:

- Develop and assess for the security of technical infrastructure security solutions, including the design and architecture of enterprise applications.
- Accept and lead complex assignments with extensive organizational impact.
- Anticipate and respond to emerging threats with innovative security solutions.

- Influence and drive security solutions across organizational boundaries.
- Must be able to work autonomously as well as in team environments, often in stressful, high impact situations.
- Perform operator-level maintenance of equipment.
- Report all incidents, accidents or medical emergencies to the appropriate persons and authority(ies).
- Provide customer service and problem-solving.
- Report unsafe acts and environmental conditions.
- Enforce company and client policies, rules and regulations.
- Provide other services as specified.
- Report to work as assigned, and complete assignments, including overtime, as assigned.

#### **4.12 SELECTION REQUIREMENTS**

Respondent personnel shall meet the following minimum requirements before being assigned to CoSA.

- 4.12.1 Minimum age requirement of 21 years of age.
- 4.12.2 Posses a valid license issued by the State of Texas. A temporary card is not acceptable.
- 4.12.3 Ability to read, write, speak and understand the English language fluently.
- 4.12.4 Pre-employment 5 panel drug screening (renewed annually).
- 4.12.5 Proof of IRCA eligibility, e.g., Social Security card and green card.
- 4.12.6 Acceptable comprehensive background check relative to criminal history, driving record, and verification of experience, including drug screening.
- 4.12.7 Valid Texas Motor Vehicle Operators License.
- 4.12.8 Three years of experience in security, loss control, emergency services, public safety; or an Associate's degree or 60 credit hours of college coursework; or three years of military experience; or any reasonable combination of the above.
- 4.12.9 Possession of a high school diploma or equivalent.
- 4.12.10 Each individual contract may require an additional security clearance.

#### **4.13 RESPONDENT'S STAFF**

CoSA may or may not exercise its option to approve Respondent's Project Manager position.

#### **4.14 TRAINING**

Systems Training: Respondent shall, within 30 calendar days following award of an agreement, certify to the Agreement Administrator as to the satisfactory completion of Training and Certification of each of its employees assigned to CoSA. Required training and certification for all personnel shall include the following:

- Identive – HIRSCH Hardware Course
- Identive – HIRSCH Velocity Installation Course
- Identive – HIRSCH Velocity Administrator Course

- Genetec – Security Center Technical Certification
- Genetec – Omnicast Technical Certification
- Bosch – GV Series Intrusion Alarm Panels
- Aiphone – IS Series for Technicians (AIST)
- Panduit – Panduit Certified Installer

Annual Training: Respondent shall develop an annual training program approved by CoSA for all employees. The training program will include course description and subject matter, method of instruction and training instructors. This program shall provide Respondent employees with the latest requirements, guidance, and equipment available.

#### 4.15 PERFORMANCE STANDARDS

- 4.15.1 Respondent shall maintain personnel files on each employee assigned to CoSA. Each file shall include proof or documentation of employee having met all employment requirements, initial training and certifications, basic and annual training, annual performance evaluations, special systems training and certifications.
- 4.15.2 CoSA retains the right to inspect and test all services, equipment or materials furnished or used in the performance of services. Such inspections and testing will avoid undue interference with Respondent's ability to carry out its responsibilities. Should CoSA determine that services or equipment used by the Respondent are not satisfactory, CoSA shall inform Respondent in writing and require Respondent to take immediate corrective action within the terms of the agreement.
- 4.15.3 Should Respondent fail to make the necessary changes to comply with the requirements of performance standards, CoSA may elect to procure or furnish services and charge Respondent for any cost that is directly related to this issue, or terminate the agreement.
- 4.15.4 Respondent shall evaluate each employee at 90 days of service and conduct thorough performance reviews annually thereafter. Each employee must demonstrate a working knowledge via an on-site observation by the supervisor, in the following areas:
- 4.15.5 Emergency response plans, bomb threats and fire/safety evacuation plans.
- 4.15.6 The duties and responsibilities as outlined in their job description.
- 4.15.7 Production of written service and maintenance reports, which are grammatically correct and able to be presented for management or potential litigation review.
- 4.15.8 Possession and maintenance of the minimal qualifications (see **Selection Requirements**) under this contract.
- 4.15.9 Every technician, engineer and manager shall maintain up-to-date knowledge and skills necessary to perform their duties. Managers shall conduct inspections and testing to ensure compliance with the requirements of the agreement. Managers shall visit technicians and engineers to be sure that they understand the requirements and to observe the implementation of those requirements. Managers shall periodically perform their own assessment of security and unsafe conditions in addition to installations and service work completed by their assigned personnel.

Managers must ensure the following:

- 4.15.10 Meet each of the performance objectives stated above.
- 4.15.11 Train personnel in meeting the requirements of this assignment.
- 4.15.12 Ensure compliance with the rules, regulations, duties and responsibilities by each subordinate employee assigned to this contract.

4.15.13 Assist in the orientation and training of new and experienced personnel assigned to this contract.

4.15.4 Provide assistance and guidance to all employees on matters of policy and operating procedures and personnel matters by; advising subordinates of changes in procedures; informing CoSA of questions, concerns or matters requiring further clarification and direction; scheduling personnel to meet assignments under normal and emergency conditions; providing accurate time and attendance data for Respondent's payroll system; and providing documentation of training to the Agreement Administrator on request.

#### **4.16 UNIFORMS/EQUIPMENT/VEHICLES**

4.16.1. Respondent shall supply each technician with five complete uniforms. Respondent shall supply headgear or hats that are appropriate for the assigned task, or as approved by the Contract Administrator. Respondent shall supply jackets/coats, and all rain/foul weather gear required and appropriate for the assigned task or as approved by the Agreement Administrator. Uniforms worn by Respondent's personnel shall have an approved company insignia. Respondent's personnel shall wear identifying insignia of their employer, as required by law and approved by CoSA. Personnel assigned to CoSA will display CoSA identification credentials approved by the Agreement Administrator.

4.16.2 Technician Uniform requirements: A standard uniform shall be worn by these personnel and shall consist of a short or long sleeve utility uniform shirt with agency logo affixed above the left breast pocket, utility uniform pants, leather work boots, and a belt with metal buckle.

4.16.3 Managers and Engineers: A business casual style uniform shall be worn by these personnel. The uniform casual/dress shirt should have an agency patch or logo above the left breast pocket, casual/dress pants, leather casual/dress shoes, and a casual/dress belt with metal buckle.

4.16.4 Temporary Labor: All temporary labor shall wear a t-shirt with company insignia, utility uniform pants, leather work boots, and a belt with metal buckle.

4.16.5 Respondent shall ensure that all of its employees present themselves in a clean and professional manner. Managers will monitor the cleanliness and serviceability of personnel uniforms. Respondent shall ensure that each of its employees has appropriate replacement shirts and trousers per year.

4.16.6 Equipment: Respondent shall provide the necessary equipment such as flashlights, clipboards, reflective vests and other necessary equipment, to include hand-held tools, as approved by CoSA.

4.16.7 Vehicles: Respondent shall provide vehicles of the proper type and number sufficient to carry out the requirements of the contract and subject to approval of the Agreement Administrator. Respondent's vehicles used in this contract shall have Respondent's identification prominently displayed. Any temporary vehicles utilized by Respondent shall have magnetic signs with company insignia affixed identifying them as a Respondent asset.

4.16.8 All motor vehicles, tools, and other equipment required shall be maintained in good working order throughout the length of the contract.

#### **4.17 COMPENSATION AND BENEFITS**

4.17.1 Respondent shall be required to pay all wages, salary, shift pay, taxes and benefits. Respondent shall maintain accurate records of the hours worked and leaves taken for each employee. Timesheets for each employee shall be submitted with the proper invoice.

4.17.2 All billable overtime shall have prior approval from Agreement Administrator before assigning overtime hours. The Program Manager position shall be considered exempt from overtime pay.

#### **4.18 LAWS**

Respondent shall keep apprised of all laws, labor laws, ordinances, and regulations affecting its employees and of all orders, decrees or tribunals having jurisdiction or authority over the same. Respondent shall comply with and shall cause all its agents and employees to observe and apply all applicable laws, ordinances, regulations, orders and decrees in effect or which may become effective during the term of the agreement.

#### **4.19 AUDITS**

Respondent shall honor CoSA's right to perform verification audits of personnel files of assigned personnel and of supporting receipts and documentation associated with billing of services in compliance with any provision of this agreement. CoSA will provide reasonable notice of such audits, in order to avoid undue disruption of Respondent's operations.

#### **4.20 STRUCTURED CABLING REQUIREMENTS**

##### **Structured Cabling Service Categories and Definitions:**

The types of services being requested are as follows: All represented figures are approximations.

4.20.1 **Cable Pulling** – Pulling Definition: The gathering of materials, placement and properly supporting and securing material according to EIA/TIA and City of San Antonio Cable Guidelines. Dressing in of wires in data racks and properly sealing fire wall or floors that were penetrated, clean up and returning site to original condition.

##### **4.20.2 Cable Terminating**

4.20.3 Terminating 4 pair Cat 5E/6 unshielded twisted pair, T568B wiring cable, label and test

4.20.4 Terminating Definitions: Installing jacks in patch panel or in office locations

4.20.5 Terminating a Multi conductor cable in a patch panel. Testing wire with a certified CAT 5E/6 tester and providing results in a PDF and native tester format. Labeling both ends of cable with identical labels. (Test equipment supplied by Respondent)

4.20.6 **Test Definition-** Category 5E/6 unshielded twisted pair, T568B wiring Wire Testing

The following tests shall be performed on all installed Category 5E/6 wire runs:

Testing shall be end-to-end, patch panel to jack patch cables (where applicable)

Length Test: All four pairs are to be documented

Any NEXT Limit: 27.1db or greater @ 100 MHz

Attenuation. Limit 24.0 dB or less @ 100 MHz

Wire Map (test must include open pairs, shorts and crossed pairs)

Auto Test. (If Auto-test is employed it must encompass all tests listed previously)

Test results must be presented in a Microsoft Excel spreadsheet, Version 5.0 or higher-format, detailing cable location (building, IDF, MDF, etc.) and all requested test data for each cable run.

##### **4.20.7 Miscellaneous Labor**

4.20.8 Labor Definitions: Work other than specified in this contract. Equipment transport, moving furniture, painting and hanging plywood, etc. as it pertains to communications projects.

4.20.9 Materials: Respondent shall indicate a materials percentage increase or mark-up as part of the response to this RFO. Awarded vendors will be required to submit job estimates with a materials manifest or quotation from their supplier. All material percentage increases or mark-ups must match or be less than the percentage increase identified in RFO response. All subsequent invoices will follow the same protocol.

#### **4.21 GENERAL CABLING SPECIFICATIONS**

Prospective vendors must demonstrate ability to purchase, install, modify and service telecommunications cable associated with security systems. A full range of cable installation services is required as needed to complete the installation, maintenance or service of a security system. Services to the City will include cable infrastructure design and technology consultation. Telecommunications cable will consist primarily of inside horizontal station cable. There will be some need for outside installation and repair of distribution cable. This contract applies to all existing City of San Antonio/leased facilities and may apply to large remodel, multi-phase projects and new buildings.

The work included in these specifications including all labor, materials, tools, equipment and possible outside services (i.e. subcontractor) necessary to perform and complete each project, is the sole responsibility of the Respondent. The scope of this work includes, but is not limited to, providing the following:

- 4.21.1 All horizontal station cabling between the telecommunications distribution room and the identified field device as required.
- 4.21.2 All copper and fiber optic backbone cables between telecommunications rooms for building riser systems and facilities between buildings, underground or overhead, wall fields for various telephone systems and data rack and distribution panel as required.
- 4.21.3 All equipment racks/cabinets, backboards, outlets, patch panels/cords, cable management and hardware in order to support the telecommunications system as required.
- 4.21.4 All terminations, cross connects and patching of all copper cables as required; Testing and documentation as required.

#### **4.22 STRUCTURED CABLING STANDARD REQUIREMENTS**

- 4.22.1 The Respondent shall provide all labor and materials called for in the specifications in accordance with the conditions of the contract. This includes all incidentals such as equipment, hardware, services, hoisting, scaffolding, supports, tools, supervision, consumable items, etc., necessary to provide a complete cabling system as described herein. In no case shall Respondent use City of San Antonio tools or equipment.
- 4.22.2 It is the intent of these specifications to provide a complete workable communications cabling system ready for the City of San Antonio use. Nevertheless, the Respondent shall be responsible for all items normally required to deliver a complete communications cabling system despite not being specifically depicted in the specifications.
- 4.22.3 Installations shall be as indicated in the applicable sections of these specifications and shall be in compliance with all applicable industry standards. Requirements and details stated in the specifications shall govern if they differ from submitted plans and shop drawings.
- 4.22.4 Respondent will be contacted by ITSD Physical Security's staff on an "as-needed" basis. Installation locations as well as work to be performed will be specifically identified by ITSD Physical Security staff. If there is a conflict between the terms of this contract and the work being identified then the terms of this contract shall control. Any work being performed without authorization from ITSD Physical Security staff prior "approval" of execution of work will be a Respondent's expense.
- 4.22.5 The Respondent shall be responsible for the delivery of any and all requests for information, plans, shop drawings, submittals, samples and/or any other required deliverables through the City of San Antonio or its representative. The cost of these items shall be included in price quotes submitted to the City of San Antonio.

#### **4.23 STRUCTURED CABLING TECHNICAL REQUIREMENTS**

- 4.23.1 The City has security systems services in approximately over 60 properties, some of which may contain asbestos. A certified person in asbestos identification is required whenever asbestos is suspected at a job location and this person shall notify the City immediately whenever asbestos is detected. There will be NO ABATEMENT of suspected asbestos by the Respondent. If City must issue a stop Work Order due to asbestos, Respondent shall only invoice City for work actually performed. TDH Certification (Asbestos) requirements can be met by a sub-Respondent under this contract.
- 4.23.2 The City has standardized on Panduit Structured Cable system. Technicians who terminate UTP cable must be Panduit certified. Panduit Certifications (PCI) are required to be included with this bid. Respondent must provide a list of technicians who will be assigned to perform work on the City account for work orders and trouble tickets.
- 4.23.3 Installations performed by the successful bidder must be guaranteed for a minimum period of one year and defects must be corrected within 24 hours upon notification to vendor.

#### **4.24 ACCEPTANCE OF INSTALLATION AND SERVICE**

Respondent shall have reasonable time (but not more than 30 days) after completed system integration(s) to provide the City with "as-built" facility plans; completed integration report detailing device locations, device name, device make and model, device serial numbers, associated network addresses, programming details, device warranty expiration; completed system functional test report(s); and all keys (physical and logical) for associated system components. City shall have reasonable time (but not less than 30 days) after the completed system

integration(s) to inspect the installation tendered by the Respondent. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

#### **4.25 APPLICABLE CODE AND CITY SAFETY REQUIREMENTS**

- 4.25.1 Respondent shall comply with all applicable governmental regulations and with all known Federal, State, City, and other applicable codes and ordinances. The Respondent shall be responsible for all fees, duties, licenses, etc., which may be required to perform work as part of any contract which may arise as a result of this RFO.
- 4.25.2 All articles or parts of articles of the National Electric Code, Article 800, Communications Circuit not so amended, modified or supplemented by these Technical Requirements, shall remain in full force and effect. Should any discrepancy become apparent between the National Electric Code and these Technical Requirements, the Respondent shall notify the City of San Antonio, in writing, and the City of San Antonio will interpret and decide such matters in accordance with the provisions of the National Electric Code.
- 4.25.3 Grounding and Bonding as required by the City of San Antonio Cable guidelines.
- 4.25.4 Fire stopping as required by code and indicated in the specifications of relevant project.
- 4.25.5 All work to be in compliance with the current applicable codes including, but not limited to, Telecommunications Industry Association / Electronic Industries Alliance (TIA/EIA) Building Telecommunications Wiring and the City of San Antonio Infrastructure Cabling Guidelines, exhibit 4.
- 4.25.6 Standards to include TIA/EIA-568-B, TSB-67, TSB-72, TSB75, EIA/TIA-569, EIA/TIA-570, EIA/TIA-606, EIA/TIE-607, ANSI/NECA/BICI 568-2001, and the BICSI Telecommunications Distribution Methods.
- 4.25.7 Respondent must detail a Quality Assurance / Quality Control plan that can be put in place to meet the requirements of this RFO and maintain the integrity of City communications infrastructure.
- 4.25.8 Respondent must provide the City with a detailed safety plan.

#### **4.26 DISCOVERY AND REPORTING OF ASBESTOS**

- 4.26.1 Respondent must employ or have on contract an individual with a minimum of two years working experience in the field of asbestos inspections and/or abatement projects.
- 4.26.2 A TDH certificate must be supplied with the bid. Respondent must have an individual licensed by the Texas Department of Health (TDH) as an Asbestos Respondent/Supervisor, competent person, in accordance with 25 TAC 295.41 on staff or on contract available to inspect the working area for potential asbestos material.
- 4.26.3 In the case where an employee of the Respondent expects or determines the exposure of possible asbestos, the employee must notify the Respondent's licensed TDH person, stop work and vacate the work area immediately.
- 4.26.4 It should be noted that if suspected asbestos containing building material (ACBM) may be impacted by the Respondent and an alternate route can be taken to prevent the disturbance, the alternate route shall be taken to avoid any possible disturbance of the suspected or identified ACBM. If a case arises, it will be brought to the attention of a City representative working in conjunction with the Respondent to make a judgment on whether the re-routing of the cable is most cost effective.

#### **4.27 MATERIAL COSTS**

Up charges for materials shall not exceed 10% of dealer acquisition cost and actual cost must be supported by the manufacturer catalog or a copy of the purchase invoice attached to invoices submitted to the City for payment.

## 005 - SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or OCTOBER 1, 2014, whichever is later. This contract shall begin upon the date specified in the award letter, if it does not exceed \$50,000. This contract shall terminate on JUNE 30, 2018.

### Renewals.

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

### Temporary Short Term Extensions.

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

### Award of Contract.

The City seeks to contract with multiple firms in order to provide Security Systems Installation, Maintenance and Service for all City Departments to use as needed.

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

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

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

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

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

### Warranty.

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

merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

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

#### Internal / External Catalog.

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

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

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

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

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

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

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

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

#### Catalog Updates.

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

#### Catalog Discount Pricing.

It is agreed that any published price list(s) may be superseded or replaced during the contract period only if such list is published by the manufacturer for industry wide use. If Vendor's catalog is a compilation of products from various manufacturer's, then the product pricing for a particular manufacturer's products may be superseded or replaced if that

manufacturer's price increase is published for industry wide use. Vendor must be able to substantiate the price increase to City's satisfaction.

A revised price list must be submitted to City in the same format as the originally submitted price list, unless a different format is approved by City. It is agreed that any price list provided other than the manufacturer's price list may not be superseded or replaced during the contract period. (NOTE: Discounts accepted as part of this offer are not subject to revision.)

A written notice stipulating in detail the changes of a price list must be furnished and approved by City before revisions go into effect.

All price lists submitted with the offer, or approved revisions, are hereby incorporated into this contract by reference.

Insurance.

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

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

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

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory Limits \$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	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  f. \$100,000
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: Finance Department, Purchasing Division  
P.O. Box 839966  
San Antonio, Texas 78283-3966

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

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

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

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

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

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

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

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

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

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

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

#### 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:

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

Attachment A – Price Schedule  
Attachment B - Small Business Economic Development Advocacy (SBEDA) Program Language and Forms  
Attachment C – Non-Discrimination Ordinance Language  
Attachment D- Veteran-Owned Small Business Preference Program Tracking Form  
Attachment E - Supplemental Information Related to the State of Texas Conflict of Interest Requirement  
Attachment F – Qualifying Proposal Scenarios  
Attachment G – Local Preference Program Identification Form  
Attachment 1- Prevailing Wages, Building Decision TX140002 pub 03 07 2014  
Attachment 2- Heavy Highway Decision TX140016 pub 01 03 2014  
Attachment 3 - City of San Antonio Physical Security System Infrastructure Guidelines  
Attachment 4 - City of San Antonio Structured Cabling Infrastructure Guidelines

#### Bonds and Prevailing Wage Rates for Projects

The City of San Antonio may require payment and performance bonds for identified projects that are deemed to be a public work or if the project is considered to be construction in nature. The City of San Antonio Information Technology Services Department will work with the Traffic and Capital Improvements Department to make that determination.

#### Bid Bond.

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

For hard copy offers, the bid bond must accompany the offer. For electronic submissions, Offeror must provide the original bid bond to City's Purchasing & General Services Department prior to bid opening in accordance with the instructions for hard copy submissions.

#### Performance Bond.

Respondent shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code in the full amount of the contract price. If this is an annual contract with estimated quantities, the bond shall be in the amount of the estimated contract price for a one year period. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract.

#### Payment Bond.

Respondent shall provide a payment bond as security for all persons supplying labor and material in the performance of this contract. Said bond shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code in the full amount of the contract price. If this is an annual contract with estimated quantities, the bond shall be in the amount of the estimated contract price for a one year period. Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253 and the Texas Property Code, chapter 53. This bond must be executed and delivered to City prior to commencement of work under this contract.

#### Prevailing Wage Rates.

The Provisions of Chapter 2258 of the Texas Government Code, and the "Wage and Labor Standard Provisions" amended in City Ordinance 2008-11-20-1045, expressly are made a part of this Contract. Respondent shall forfeit, as a penalty to Owner, sixty dollars (\$60.00) for each laborer, workman or mechanic employed for each calendar day, or portion thereof, in which such laborer, workman or mechanic is paid less than the stipulated prevailing wage rates for any work done under this Contract by the Contractor or any subcontractor employed on the project. The establishment of prevailing wage rates, pursuant to Chapter 2258 of the Texas Government Code, shall not be construed to relieve Contractor from its obligation under any Federal or State Law, regarding the wages to be paid to or hours worked by laborers, workmen or mechanics, insofar as applicable to the work to be performed hereunder. Contractor, in the execution of this Project, agrees it shall not discriminate in its employment practices against any person because of race, color, creed, sex, or origin. Contractor agrees it will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, creed, national origin, sex, age, handicap or political belief or affiliation. This Contract provision shall be included in its entirety in any subcontract agreement entered into by the Contractor or any Subcontractor employed on the project.

#### Prevailing Wage

Prevailing wages are not required for maintenance work or any of the maintenance portions of the contract.

It shall be the responsibility of the Selected Respondent to comply, when applicable, with prevailing wages relevant to the type of work perform in identified project. It shall further be the responsibility of the Selected Respondent to monitor and report prevailing wage rates to the Traffic and Capital Improvements Department to assure compliance with federal wage determinations.

Contractor shall comply with the Wage and Labor Standard Provisions stated below and prevailing wage rates attached hereto and incorporated herein for all purposes as Attachment No. 1 and Attachment No. 2.

After award of contract, Contractor shall contact City's Labor Compliance office in order to obtain instructions for electronic submission of certified payrolls. This information may be provided at a pre-construction meeting, if one is arranged. Otherwise, it shall be Contractor's responsibility to obtain the necessary information.

City of San Antonio  
Transportation & Capital Improvements Department  
Labor Compliance Office  
114 W. Commerce, 9th Floor  
San Antonio, Texas 78205  
Telephone: (210) 207-8774  
Fax: (210) 207-5859

#### Wage and Labor Standard Provisions - City of San Antonio Funded Construction.

##### General Statement.

For all City of San Antonio funded public works construction contracts, the City of San Antonio, in accordance with Texas Government Code Section 2258, requires that not less than the general prevailing wage rates (minimum hourly base pay and minimum hourly fringe benefit contribution) for work of similar character be paid to contractor and subcontractor employees. These wage rates are derived from the most current applicable federal prevailing wage rates as published by the United States Department of Labor, Dallas, Texas and

authority of Ordinance Nos. 60110 and 71312 as amended and passed by the City Council of the City of San Antonio.

Any deviation from Wage and Labor Standard Provisions compliance shall be cause for City's withholding either periodic interim or final payment to the contractor until such deviations are properly corrected.

#### Labor Compliance Office Responsibilities.

The Labor Compliance Office, Capital Improvements Management Services Department, City of San Antonio, is primarily responsible for all Wage and Labor Standard Provisions investigation and enforcement and will monitor contractor/subcontractor practices to assure the Director of Capital Improvements Management Services Department that:

Appropriate weekly compliance statements and payroll records are submitted to the City by the contractor/subcontractors and that such are reviewed for compliance with the Wage and Labor Standard Provisions.

Apprentices/trainees working on the project are properly identified by the contractor/subcontractor on payroll records and documented as being included in programs currently sanctioned by appropriate federal or state regulatory agencies.

Applicable Wage Determination Decisions, including any applicable modifications and related statements must be posted at the work-site by the contractor and that proper job classification and commensurate minimum hourly base and fringe wage rates are paid.

Employees are periodically interviewed (at random) to assurance of proper work classification and wage rates.

The Labor Compliance Office will investigate all allegations that no person employed by contractor/subcontractor is induced against his will, by any means, to give up any part of the compensation to which he is otherwise entitled.

That any and all periodic administrative directives to the Labor Compliance Office from the Director of Capital Improvements are being implemented. For purpose of these Wage and Labor Standard Provisions, the Director of Capital Improvements Management Services means the Director, his successor, or his designee.

#### Claims & Disputes Pertaining to Wage Rates.

Claims and disputes not promptly and routinely settled by the contractor/subcontractor and employee pertaining to wage rates, or to job classifications of labor employed regarding the work covered by this contract, shall be reported by the employee in writing, within sixty (60) calendar days of employee's receipt of any allegedly incorrect classification, wage or benefit report, to the Labor Compliance Office, City of San Antonio for further investigation. Claims and disputes not reported by the employee to the City's Wage & Hour Office in writing within the sixty (60) calendar day period shall be deemed waived by the employee for the purposes of the City administering and enforcing the City's contract rights against the contractor on behalf of the employee. Waiver by the employee of this City intervention shall not constitute waiver by the City to independently pursue contractual rights it has against the contractor/subcontractor for breach of contract and other sanctions available to enforce the Wage and Labor Standard Provisions.

#### Breach of Wage and Labor Standard Provisions.

The City of San Antonio reserves the right to terminate its contract for cause if the contractor/subcontractors shall for cause if the contractor/subcontractors shall knowingly and continuously breach, without timely restitution or cure, any of these governing Wage and Labor Standard Provisions. A knowing and unremedied proven violation of these Wage and Labor Standard Provisions may also be grounds for debarment of the contractor/subcontractor from future City of San Antonio contracts for lack of responsibility, as determined by the City of San Antonio. Recurrent violations, whether remedied or not, will be considered by the Director of Capital Improvements Management Services Department when assessing the responsibility history of a potential contractor/subcontractor prior to competitive award of future Project Management Office projects. The general

remedies stated in this paragraph 4. above, are not exhaustive and not cumulative for the City reserves legal and contractual rights to other specific remedies outlined herein below and in other parts of this contract and as are allowed by applicable City of San Antonio ordinances, state and federal statutes.

#### Employment of Laborers/Mechanics Not Listed In Wage Determination Decision.

In the event that a contractor/subcontractor discovers that construction of a particular work element requires a certain employee classification and skill that is not listed in the wage determinations decision the original contract documents, contractor/subcontractors will make prompt inquiry (before bidding, if possible) to the Labor Compliance Office identifying that class of laborer/mechanics not listed in the wage determination decision who are intended to be employed, or who are being employed, under the contract. Using his best judgment and information resources available to him at the time, and any similar prior decisions, the Director of Capital Improvements Management Services Department, City of San Antonio shall classify said laborers/mechanics by issuing a special local wage determination decision to the contractor/subcontractor, which shall be enforced by the Labor Compliance Office.

#### Minimum Wage:

All laborers/mechanics employed to construct the work governed by this contract shall be paid not less than weekly the full amount of wages due (minimum hourly base pay and minimum hourly fringe benefit contribution for all hours worked, including overtime) for the immediately preceding pay period computed at wage and fringe rates not less than those contained in the wage determination decision included in this contract. Only payroll deductions as are mandated by state or federal law and those legal deductions previously approved in writing by the employee, or as are otherwise permitted by state or federal law, may be withheld by the contractor/subcontractor.

Should the contractor/ subcontractor subscribe to fringe benefit programs for employees, such programs shall be fully approved by the City in adopting a previous U.S. Department of Labor (DOL) decision on such fringe benefit programs or by applying DOL criteria in rendering a local decision on the adequacy of the fringe benefit programs. The approved programs shall be in place at the time of City contract execution and provisions thereof disclosed to the Labor Compliance Office, City of San Antonio, for legal review prior to project commencement.

Regular contractor/subcontractor contributions made to, or costs incurred for, approved fringe benefit plans, funds or other benefit programs that cover periods of time greater than the one week payroll periods of time period (e.g. monthly or quarterly, etc.) shall be prorated by the contractor/subcontractor on weekly payroll records to reflect the equivalent value of the hourly and weekly summary of fringe benefits per employee.

#### Overtime Compensation Non-Federally Funded Projects.

No contractor/subcontractor contracting for any part of the City of San Antonio funded contract work (except for worksite related security guard services) which may require or involve the employment of laborers/ mechanics shall require or permit any laborer/mechanic in any seven (7) calendar day work period in which he or she is employed on such work to work in excess of 40 hours in such work period unless said laborer/ mechanic receives compensation at a rate not less than one and one-half times the basic hourly rate of pay for all hours worked in excess of 40 hours in a seven (7) calendar day work period. Fringe benefits must be paid for straight time and overtime; however, fringe benefits are not included when computing the overtime rate.

#### Payment of Cash Equivalent Fringe Benefits.

The contractor/subcontractor is allowed to pay a minimum hourly cash equivalent of minimum hourly fringe benefits listed in the wage determination decision in lieu of the contribution of benefits to a permissible fringe benefit plan for all hours worked including overtime as described in paragraph 6 above. An employee is not allowed to receive less than the minimum hourly basic rate of pay specified in the wage determination decision.

#### Work Conducted On Holidays-Non-Federally Funded Projects.

If a laborer/mechanic is employed in the normal course and scope of his or her work on the jobsite on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and Martin Luther King, Jr. Day, or the calendar days observed as such in any given year, work performed

shall be paid for at no less than one and one half (1 1/2) times the regular minimum hourly base pay regardless of the total number of the laborer/mechanic has accumulated during the pay period.

#### Underpayment Of Wages Or Salaries.

When a "full investigation" (as called for in and as construed under Texas Government Code Section 2258, establishes underpayment of wages by contractor/subcontractor to its laborers/mechanics employed upon the work covered by its contract with the City of San Antonio, the City shall withhold an amount from the contractor, out of any payments (Interim progress and/or final) due the contractor, the City of San Antonio may consider necessary to secure ultimate payment by the appropriate party to such laborers/mechanics, of full wages plus possible penalty (see b. below). The amount withheld, excluding any possible penalty to be retained by City, may be disbursed at an appropriate time after "full investigation" by the City of San Antonio, for and on behalf of the contractor/subcontractor (as may be appropriate), to the respective laborers/mechanics to whom the same is due or on their behalf to fringe benefit plans, funds or programs for any type of minimum fringe benefits prescribed in the applicable wage determination decision.

Texas Government Code Section 2258, states that the contractor shall forfeit as a penalty to the City of San Antonio the sum of sixty dollars (\$60.00) for each calendar day, or portion thereof, for each laborer, workman, or mechanic, who is paid less than the said stipulated rate for any work done under this contract, whether by the contractor himself or by any subcontractor working under him. Pursuant to and supplemental to this statutory authority, the City of San Antonio and the contractor/subcontractor contractually acknowledge and agree that said sixty dollar (\$60.00) statutory penalty shall be construed by and between the City of San Antonio and the contractor/subcontractor as liquidated damages and will apply to any violations of paragraphs 6, 7, or 9 herein, resulting from contractor/subcontractor underpayment violations.

If unpaid or underpaid workers cannot be located by the Contractor of the City after diligent efforts to accomplish same, the contractor report the wages as "unclaimed property" in accordance to Texas State law.

The City of San Antonio requires that the prime contractor send to the Labor Compliance Office a copy of the supporting documentation for the unclaimed property submitted to the State.

#### Displaying Wage Determination Decisions/and Notice to Laborers/Mechanics Statement.

The applicable wage determination decision as described in the "General Statement" (and as specifically included in each project contract), outlining the various worker classifications and mandatory minimum wages and minimum hourly fringe benefit deductions, if any, of laborers/mechanics employed and to be employed upon the work covered by this contract, shall be displayed by the contractor/ subcontractor at the site of work in a conspicuous and prominent public place readily and routinely accessible to workmen for the duration of the project. In addition, the contractor/subcontractor agrees with the contents of the following statement, and shall display same, in English and Spanish, near the display of the wage determination decision:

#### Notice to Laborers/Mechanics.

Both the City of San Antonio and the contractor/subcontractor agree that you must be compensated with not less than the minimum hourly base pay and minimum hourly fringe benefit contribution in accordance with the wage rates publicly posted at this jobsite and as are applicable to the classification of work you perform.

Additionally, you must be paid not less than one and one-half times your basic hourly rate of pay for any hours worked over 40 in any seven (7) calendar day work period, and for any work conducted on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and Martin Luther King Day or the calendar days observed as such in any given year.

Apprentice and trainee hourly wage rates and ratios apply only to apprentices and trainees recognized under approved Federal, or State, apprenticeship training program registered with the Bureau of Apprenticeship and Training, U.S. Dept. of Labor.

If you believe that your employer is not paying the posted minimum wage for the type of work you do, you must make direct inquiry to the employer and inquire in writing within sixty (60) calendar days of your receipt of any allegedly incorrect wage or benefit check or report, to the City of San Antonio Labor Compliance Office, Capital Improvements Management Services Department, P.O. Box 839966, San Antonio, Texas 78283-3966. It is mandatory that the worker promptly file written inquiry of any allegedly incorrect wage or benefit checks or reports with the City of San Antonio, Labor Compliance Office within the sixty (60) calendar day period so that

they do not waive your potential right of recovery under the provisions of the City of San Antonio Project Management Office contract that governs this project.

Both the City of San Antonio and the contractor/subcontractor agree that no laborer/mechanic who files a complaint or inquiry concerning alleged underpayment of wages or benefits shall be discharged by the employer or in any other manner be discriminated against by the employer for filing such complaint or inquiry.

#### Payrolls & Basic Payroll Records.

The contractor and each subcontractor shall prepare payroll reports in accordance with the "General Guidelines" instructions furnished by the Labor Compliance Office of the City of San Antonio such payroll submittals shall contain the name and address of each such employee, his correct labor classification, rate of pay, daily and weekly number of hours worked, any deductions made, and actual basic hourly and fringe benefits paid. The contractor shall submit payroll records each week, and no later than seven (7) working days following completion of the workweek being processed, to the Labor Compliance Office, City of San Antonio. These payroll records shall include certified copies of all payrolls of the contractor and of his subcontractors, it being understood that the contractor shall be responsible for the submission and general mathematical accuracy of payrolls from all his subcontractors. Each such payroll submittal shall be on forms deemed satisfactory to the City's Labor Compliance Office and shall contain a "Weekly Statement of Compliance", as called for by the contract documents. Such payrolls will be forwarded to Capital Improvements Management Services, Labor Compliance Office, City of San Antonio, P.O. Box 839966, San Antonio, Texas 78283-3966.

This contract is subject to contract compliance tracking, and the prime contractor and any subcontractors are required to provide any noted and/or requested contract compliance-related data electronically in the Labor Compliance Electronic Certified Payrolls System. The prime contractor and all subcontractors are responsible for responding by any noted response date or due date to any instructions or request for information, and to check the City of San Antonio Labor Compliance Electronic Certified Payrolls System on a regular basis to manage contact information and contract records. The prime contractor is responsible for ensuring all subcontractors have completed all requested items and that their contact information is accurate and up-to-date. The City of San Antonio Labor Compliance Office may require additional information related to the contract to be provided electronically through the system at any time before, during, or after contract award.

Information related to contractor access of the system will be provided to a designated point of contact with each contractor upon award of the contract.

Copies of payroll submittals and basic supporting payroll records of the contractor/subcontractors accounting for all laborers/mechanics employed under the work covered by this contract shall be maintained during the course of the work and preserved for a period of three (3) years after completion of the project. The contractors/subcontractors shall maintain records which demonstrate: any contractor commitment to provide fringe benefits to employees as may be mandated by the applicable wage determination decision, that the plan or program is adjudged financially responsible by the appropriate approving authority, (i.e. U. S. Department of Labor, U.S. Department of Treasury, etc.), and that the provisions, policies, certificates, and description of benefits of the plan or program as may be periodically amended, have been clearly communicated in a timely manner and in writing, to the laborers/mechanics affected prior to their performing work on the project.

The contractor/subcontractor shall make the above records available for inspection, copying, or transcribing by authorized representatives of the City of San Antonio at reasonable times and locations forces of monitoring compliance with this contract.

All certified payrolls submitted to the Labor Compliance Office are deemed true and accurate. If upon review of the certified payrolls, wage underpayment violations are identified and noted, restitution will be calculated and penalties will be issued to the prime contractor of the project. In order to refute a wage violation, the contractor/subcontractor must provide supporting documentation to the Labor Compliance Office for review and consideration.

#### Labor Disputes.

The contractor/subcontractor shall immediately notify the Project Management Office or designated representative of any actual or impending contractor/subcontractor labor dispute which may affect, or is affecting, the schedule's of the contractor's, or any other contractor's/subcontractor's work. In addition, the contractor/subcontractor shall consider all appropriate measures to eliminate or minimize the effect of such labor disputes on the schedule, including but not limited to such measures as: promptly seeking injunctive relief if appropriate; seeking appropriate legal or equitable actions or remedies; taking such measures as establishing a reserved gate, as appropriate; if reasonably feasible, seeking other of supply or service; and any other measures that may be appropriately utilized to mitigate or eliminate the jobsite and scheduling effects of the labor dispute.

#### Complaints, Proceedings, or Testimony By Employees.

No laborers/mechanics to whom the wage, salary, or other labor standard provisions of this contract are applicable shall be or in any other manner discriminated against by the contractor/subcontractors because such employee has filed any formal inquiry or complaint or instituted, or caused to be instituted, any legal or equitable proceeding or has testified, or is about to testify, in any such proceeding under or relating to the wage and labor standards applicable under this contract.

#### Employee Interviews to Assure Wage and Labor Standard Compliance.

Contractor/subcontractors shall allow expeditious jobsite entry of City of San Antonio Labor Compliance representatives displaying and presenting proper identification credentials to the jobsite superintendent or his representative. While on the jobsite, the Labor Compliance representatives shall observe all jobsite rules and regulations concerning safety, internal security and fire prevention. Contractor/subcontractors shall allow project employees to be separately and confidentially interviewed at random for a reasonable duration by the Labor Compliance representatives to facilitate compliance determinations regarding adherence by the contractor/subcontractor to these Wage and Labor Standard Provisions.

#### "Anti-Kickback" Provision.

No person employed in the construction or repair of any City of San Antonio public work shall be induced, by any, to give up to any contractor/subcontractor or public official or employee any part of the hourly and/or fringe benefit compensation to which he is otherwise entitled.

#### "False or Deceptive Information Provision".

Any person employed by the contractor/subcontractor in the construction or repair of any City of San Antonio public work, who is proven to have knowingly and willfully falsified, concealed or covered up by any deceptive trick, scheme, or device a material fact, or made any false, fictitious or fraudulent statement or representation, or made or used any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be permanently removed from the jobsite by contractor/subcontractor. The City of San Antonio reserves the right to terminate its contract for cause as a result of serious and uncured violations of this provision.

#### Employment of Apprentices/Trainees.

Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship & Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship & Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor/subcontractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in (b) below or is not registered or otherwise employed as stated above, shall be paid the wage rate for the classification of work he actually performs. The contractor/subcontractor is required to furnish to the Labor Compliance Office of the City of San Antonio, a copy of the certification, along with the payroll record that the employee is first listed on. The wage rate paid apprentices shall be not less than the specified rate in the registered program for the apprentice's level of

progress expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination decision.

Trainees will be permitted to work at less than the predetermined rate for the work performed when they are employed pursuant to an individually registered program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen shall not be greater than that permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress. Any employee listed on the payroll at a trainee wage rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the wage rate determined by the classification of work he actually performs. The contractor/subcontractor is required to furnish a copy of the trainee program certification, registration of employee-trainees, ratios and wage rates prescribed in the program, along with the payroll record that the employee is first listed on, to the Labor Compliance Office of the City of San Antonio. In the event the Employment and Training Administration withdraws approval of a training program, the contractor/subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved by the Employment and Training Administration.

Paragraphs above shall not operate to exclude training programs approved by the OFCCP, United States Department of Labor and as adopted by the Associated General Contractors (AGC) of Texas, Highway, Heavy, Utilities and Industrial Branch. Guidelines for these training programs shall be the same as those established for federally funded projects. This sub-paragraph shall not apply to those portions of a project deemed to be building construction.

The Ratio to Apprentice to Journeyman for this project shall be the same as the ratio permitted under the plan approved by the Employment and Training Administration, Bureau of Apprenticeship and Training, U.S. Department of Labor, by Craft. A copy of the allowable Ratios is included with the applicable Wage Determination Decision in the specifications for this project.

When "full investigation" as called for in, and as construed under, Texas Government Code Section 2258, evidences a violation of the Apprentice or Trainee to Journeyman ratios effective for contractor/subcontractor employees working on this contract, the City of San Antonio, in addition to such other rights as may be afforded it under state and/or federal law and/or other sections of its contract, shall withhold from the contractor, out of any payments (interim progress and/or final) due the contractor, the liquidated damages sum of seventy-five dollars (\$75.00) for each calendar day, or portion thereof, for each certified Apprentice or Trainee employee assigned to a Journeyman that exceeds the maximum allowable Apprentice/ Trainee to Journeyman ratio stipulated for any work done under this contract, whether by the contractor himself or by any subcontractor working under him.

#### Jobsite Conditions.

Contractors/subcontractors shall not allow any person employed for the project to work in surroundings or under construction conditions which are unsanitary, unhealthy, hazardous, or dangerous as governed by industry standards and appropriate local, state and federal statutes, ordinances, and regulatory guidelines.

#### Employment Of Certain Persons Prohibited.

The contractor/subcontractor shall knowingly only employ persons of appropriate ages commensurate with the degree of required skill, strength, maturity and judgment associated with the activity to be engaged in, but not less than the age of fourteen (14) years, as governed by the Child Labor Law found at Chapter 51 of the Texas Labor Code "Child Labor" Texas Department of Labor and Standards rulings and interpretations associated with that statute. It is hereby noted that in some circumstances generally governed by this section, a federal statute (see: Fair Labor Standards Act, 29 USCS Section 212; Volume 6A of the Bureau of National Affairs Wage Hour Manual at Paragraph 96.1; "Child Labor Requirements in Nonagricultural Occupations" WH Publication 1330, July 1978 as may be amended), could pre-empt the Texas Statute and therefore be the controlling law on this subject. The contractor/subcontractor should seek clarification from state and federal agencies and legal counsel when hiring adolescent employees for particular job classifications.

Prohibited persons not to be employed are also those persons who, at the time of employment for this contract, are serving sentence in a penal or correctional institution except that prior approval by the Director of Capital Improvements Management Services is required to employ any person participating in a supervised work release or furlough program that is sanctioned by appropriate state or federal correctional agencies.

The Contractor/subcontractors shall be responsible for compliance with the provisions of the "Immigration Reform and Control Act of 1986" Public Law 99-603, and any related State enabling or implementing statutes, especially as they in combination apply to the unlawful employment of aliens and unfair immigration-related employment practices affecting this contract.

#### Provisions to Be Included In Subcontracts.

The contractor shall cause these Wage and Labor Standard Provisions, or reasonably similar contextual adaptations hereof, and any other appropriate state and federal labor provisions, to be inserted in all subcontracts relative to the work to bind subcontractors to the same Wage and Labor Standards as contained in these terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors or sub-subcontractors and to give the contractor similar, if not greater, general contractual authority over the subcontractor or subcontractors as the City of San Antonio may exercise over the contractor.

#### Contractor's Responsibility.

The City of San Antonio will hold the prime contractor responsible for ensuring that his subcontractors comply with the Wage and Labor Standards Provisions.

#### Workers' Compensation.

##### Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 006 - GENERAL TERMS & CONDITIONS

Statutory Requirements. Exceptions to the following provisions and exhibits by Respondent and/or their agent will lead to automatic disqualification of Respondent's proposal from consideration.

### Sections:

Venue, Jurisdiction and Arbitration  
Intellectual Property  
Undisclosed Features  
Ownership and Licenses  
Certifications  
Restrictions on Communication  
Acceptance Criteria (if required)

### Exhibits:

Insurance Requirements  
Indemnification Requirements

Venue, Jurisdiction and Arbitration. For any dispute or claim arising under the award of a contract for this proposal, venue shall be in Bexar County, Texas, and the laws of the State of Texas shall apply. The City will not contractually agree to engage in binding arbitration and will not contractually agree to relinquish its right to a trial by jury.

Intellectual Property. If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, trademarks, trade secrets, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware or any other intellectual property infringe upon any United States or International patent, copyright or trademark, Respondent will immediately:

Either:

Obtain, at Respondent's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, both the programs and hardware or any other intellectual property as the case may be, or,

Alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

Reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Respondent further agrees to:

Assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent, copyright, trademark or any other intellectual property rights arising from the use and/or sale of the equipment or software under this Agreement,

Assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and Indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,

The Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,

The liability claimed shall not have arisen out of the City's negligent act or omission, and

The City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

Undisclosed Features. Respondent warrants that the code and software provided to the City of San Antonio under this agreement does not contain any undisclosed features or functions that would impair or might impair the CITY'S use of the equipment, code or software. Specifically, but without limiting the previous representation, Respondent warrants there is no "Trojan Horse," lock, "time bomb," backdoor or similar routine. This Agreement shall not now nor will it hereafter be subject to the self-help provisions of the Uniform Computer Information Transactions Act or any other law. Respondent specifically disclaims any unilateral self-help remedies.

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

#### Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this 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 the City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, the City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by the City as a result thereof. In addition, Vendor may be removed from the City's list of eligible 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 the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

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

#### Invoicing and Payment.

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

#### Information Required On Invoice.

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

#### Payment by City.

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

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

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

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

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

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

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

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

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

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

#### INDEMNIFICATION.

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

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

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

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic.

Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

#### Records Retention.

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

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder,

Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

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

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

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

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

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

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

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

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

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

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

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

007 - SIGNATURE PAGE

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

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

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

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

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

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

Offeror Information

Please Print or Type

Vendor ID No.	<u>10021488</u>
Signer's Name	<u>Michael Saxon</u>
Name of Business	<u>Intertech Security</u>
Street Address	<u>10634 Gulfdale St. Suite 2</u>
City, State, Zip Code	<u>San Antonio, TX 78206</u>
Email Address	<u>msaxon@intertechsecurity.com</u>
Telephone No.	<u>210-305-5130</u>
Fax No.	<u>210-855-4094</u>
City's Solicitation No.	<u>RFO 6100005079</u>



\_\_\_\_\_  
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

RFO ATTACHMENT A

Local Preference Program (LPP) Ordinance

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio (City) to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, by Ordinance No. 2013-03-21-0167, effective for solicitations issued after May 1, 2013.

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

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

PRICE SCHEDULE WITH NO PREVAILING WAGE RATES

<u>ITEM I</u>	<u>TYPE OF SERVICE</u>	<u>EST ANNUAL QTY</u>	<u>UNIT PRICING</u>	<u>EXTENDED COST</u>
1.	Program Manager – Standard rate	1,040 hrs.	\$ <u>150.00</u> per hour	\$ <u>156,000.00</u>
	Program Manager – Overtime Rate	100 hrs.	\$ <u>225.00</u> per hour	\$ <u>22,500.00</u>
2.	Project Manager – Standard rate	2,080 hrs.	\$ <u>125.00</u> per hour	\$ <u>260,000.00</u>
	Project Manager – Overtime Rate	100 hrs.	\$ <u>187.50</u> per hour	\$ <u>18,750.00</u>
3.	Lead Technician Labor – Standard rate	2,080 hrs.	\$ <u>95.00</u> per hour	\$ <u>197,600.00</u>
	Lead Technician Labor – Overtime Rate	100 hrs.	\$ <u>142.50</u> per hour	\$ <u>14,250.00</u>
4.	Technician Labor – Standard rate	8,320 hrs.	\$ <u>85.00</u> per hour	\$ <u>707,200.00</u>
	Technician Labor – Overtime Rate	80 hrs.	\$ <u>127.50</u> per hour	\$ <u>10,200.00</u>
5.	Applications Engineer – Standard rate	1,040 hrs.	\$ <u>125.00</u> per hour	\$ <u>130,000.00</u>
	Applications Engineer – Overtime Rate	100 hrs.	\$ <u>187.50</u> per hour	\$ <u>18,750.00</u>

PRICE SCHEDULE WITH PREVAILING WAGE RATES

<u>ITEM II</u>	<u>TYPE OF SERVICE</u>	<u>EST ANNUAL QTY</u>	<u>UNIT PRICING</u>	<u>EXTENDED COST</u>
1.	Program Manager – Standard rate	1,040 hrs.	\$ <u>150.00</u> per hour	\$ <u>156,000.00</u>
	Program Manager – Overtime Rate	100 hrs.	\$ <u>225.00</u> per hour	\$ <u>22,500.00</u>
2.	Project Manager – Standard rate	2,080 hrs.	\$ <u>125.00</u> per hour	\$ <u>260,000.00</u>
	Project Manager – Overtime Rate	100 hrs.	\$ <u>187.50</u> per hour	\$ <u>18,750.00</u>

3.	Lead Technician Labor – Standard rate	2,080 hrs.	\$ <u>95.00</u> per hour	\$ <u>197,600.00</u>
	Lead Technician Labor – Overtime Rate	100 hrs.	\$ <u>142.50</u> per hour	\$ <u>14,250.00</u>
4.	Technician Labor – Standard rate	8,320 hrs.	\$ <u>85.00</u> per hour	\$ <u>707,200.00</u>
	Technician Labor – Overtime Rate	80 hrs.	\$ <u>127.50</u> per hour	\$ <u>10,200.00</u>
5.	Applications Engineer – Standard rate	1040 hrs.	\$ <u>125.00</u> per hour	\$ <u>130,000.00</u>
	Applications Engineer – Overtime Rate	100 hrs.	\$ <u>187.50</u> per hour	\$ <u>18,750.00</u>

**ITEM III Materials by Manufacturer**

**A. AIPHONE:**

Percent of mark -up offered 10 %

Product Identification (Manufacturer) AI

Type of Price Schedule (dealer, jobber, etc.) Jobber

Price Schedule Number D9463-000

Date of Price Schedule 10/01/2014

Price schedule column on which discount is based (i.e. distributor, Net, wholesale, etc.) Vendor Price

**B. ALTRONIX:**

Percent of mark -up offered 10 %

Product Identification (Manufacturer) AX

Type of Price Schedule (dealer, jobber, etc.) Jobber

Price Schedule Number D9463-000

Date of Price Schedule 10/01/2014

Price schedule column on which discount is based (i.e. distributor, Net, wholesale, etc.) Vendor Price

**C. AXIS:**

Percent of mark -up offered 10 %

Product Identification (Manufacturer) Z4

Type of Price Schedule (dealer, jobber, etc.) Jobber

Price Schedule Number D9463-000

Date of Price Schedule 10/01/2014

Price schedule column on which discount is based (i.e. distributor,  
Net, wholesale, etc.) Vendor Price

**D. BOSCH:**

Percent of mark -up offered 10 %

Product Identification (Manufacturer) BOSCH

Type of Price Schedule (dealer, jobber, etc.) Dealer

Price Schedule Number IFAS Column 6 Price List 6-1-14

Date of Price Schedule 6/14

Price schedule column on which discount is based (i.e. distributor,  
Net, wholesale, etc.) Column 6

**E. DIGI-TRAC:**

Percent of mark -up offered 10 %

Product Identification (Manufacturer) Identiv

Type of Price Schedule (dealer, jobber, etc.) Dealer

Price Schedule Number 2013\_PL\_Nov\_PACS

Date of Price Schedule 11/2013

Price schedule column on which discount is based (i.e. distributor,  
Net, wholesale, etc.) Dealer Price

**F. EXMS:**

Percent of mark -up offered 10 %

Product Identification (Manufacturer) Identiv

Type of Price Schedule (dealer, jobber, etc.) Dealer

Price Schedule Number 2013\_PL\_Nov\_PACS

Date of Price Schedule 11/2013

Price schedule column on which discount is based (i.e. distributor,  
Net, wholesale, etc.) Dealer price

**G. GENETEC:**

Percent of mark -up offered 10 %

Product Identification (Manufacturer) Genetec

Type of Price Schedule (dealer, jobber, etc.) Dealer

Price Schedule Number N/A

Date of Price Schedule 10/8/2014

Price schedule column on which discount is based (i.e. distributor, Net, wholesale, etc.) Price (USD)

**H. HES:**

Percent of mark -up offered 10 %

Product Identification (Manufacturer) IIES

Type of Price Schedule (dealer, jobber, etc.) Jobber

Price Schedule Number D9463-000

Date of Price Schedule 10/13/2014

Price schedule column on which discount is based (i.e. distributor, Net, wholesale, etc.) Vendor Price

**I. HID:**

Percent of mark -up offered 10 %

Product Identification (Manufacturer) HID

Type of Price Schedule (dealer, jobber, etc.) Jobber

Price Schedule Number D9463-000

Date of Price Schedule 10/13/2014

Price schedule column on which discount is based (i.e. distributor, Net, wholesale, etc.) Vendor Price

**J. HIRSCH:**

Percent of mark -up offered 10 %

Product Identification (Manufacturer) Identiv

Type of Price Schedule (dealer, jobber, etc.) Dealer

Price Schedule Number 2013\_PL\_Nov\_PACS

Date of Price Schedule 11/2013

Price schedule column on which discount is based (i.e. distributor, Net, wholesale, etc.) Dealer price

**K. MAGI-CARD:**

Percent of mark -up offered 10 %

Product Identification (Manufacturer) Identiv

Type of Price Schedule (dealer, jobber, etc.) Dealer

Price Schedule Number 2013\_PL\_Nov\_PACS  
 Date of Price Schedule 11/2013  
 Price schedule column on which discount is based (i.e. distributor,  
 Net, wholesale, etc.) Dealer Price

**L. MYER:**

Percent of mark -up offered 10 %  
 Product Identification (Manufacturer) Mier  
 Type of Price Schedule (dealer, jobber, etc.) Jobber  
 Price Schedule Number D9463-000  
 Date of Price Schedule 10/13/2014  
 Price schedule column on which discount is based (i.e. distributor,  
 Net, wholesale, etc.) Vendor Price

**M. SECURITIRON:**

Percent of mark -up offered 10 %  
 Product Identification (Manufacturer) SN  
 Type of Price Schedule (dealer, jobber, etc.) Jobber  
 Price Schedule Number D9463-000  
 Date of Price Schedule 10/13/2014  
 Price schedule column on which discount is based (i.e. distributor,  
 Net, wholesale, etc.) Vendor price

**N. VELOCITY:**

Percent of mark -up offered 10 %  
 Product Identification (Manufacturer) Identiv  
 Type of Price Schedule (dealer, jobber, etc.) Dealer  
 Price Schedule Number 2013 PL Nov PACS  
 Date of Price Schedule 11/2013  
 Price schedule column on which discount is based (i.e. distributor,  
 Net, wholesale, etc.) Dealer Price

**Specified Items:** are for overall bid evaluation purposes only and represent the most commonly used items. Vendor must provide unit price before mark up, % mark up, mark up offered in Price Schedule, unit price after mark up, and price list information and date.

Item	Part Number and Description	
1	M8N2 - DIGI*TRAC MODEL 8N2 - 8 DOOR - 115VAC	
	Estimated Annual Usage Each (A)	35
	Unit Price Before Mark up	\$2,165.00
	% Mark up	10%
	Unit Price After Mark up (B)	\$2,381.50
	Price List Information and Date	11/13
	Extended Price (A x B)	\$83,352.50
2	PVC-C - PVC CARD, BLANK, CREDIT CARD SIZE	
	Estimated Annual Usage Each (A)	4000
	Unit Price Before Mark up	\$2.90
	% Mark up	10%
	Unit Price After Mark up (B)	\$3.19
	Price List Information and Date	10/13/2014
	Extended Price (A x B)	\$12,760.00
3	SMA-BASE-1Y - VIDEO MGMT SOFTWARE-GENETEC SOFTWARE SUPPORT 1Y	
	Estimated Annual Usage Each (A)	24
	Unit Price Before Mark up	\$260.00
	% Mark up	10%
	Unit Price After Mark up (B)	\$286.00
	Price List Information and Date	10/8/2014
	Extended Price (A x B)	\$6864.00
4	BW104 - MOUNTING BOX-MISC	
	Estimated Annual Usage Each (A)	280
	Unit Price Before Mark up	\$20.50
	% Mark up	10%
	Unit Price After Mark up (B)	\$22.55
	Price List Information and Date	10/13/2014
	Extended Price (A x B)	\$6314.00
5	AL600ULACM - ALTRONIX POWER SUPPLY - 115VAC	
	Estimated Annual Usage Each (A)	35
	Unit Price Before Mark up	\$197.99
	% Mark up	10%
	Unit Price After Mark up (B)	217.79
	Price List Information and Date	10/13/2014
	Extended Price (A x B)	\$7622.65
6	CR-ICRP40PIV - CARD READER - HID ICLASS/PROX/PIV - WS	
	Estimated Annual Usage Each (A)	280
	Unit Price Before Mark up	\$139.48
	% Mark up	10%

	Unit Price After Mark up (B)	\$153.43
	Price List Information and Date	10/13/2014
	Extended Price (A x B)	\$42,960.40
7	0285-004 - AXIS NETWORK CAMERA - M3014	
	Estimated Annual Usage Each (A)	200
	Unit Price Before Mark up	\$254.99
	% Mark up	10%
	Unit Price After Mark up (B)	\$280.49
	Price List Information and Date	10/13/2014
	Extended Price (A x B)	\$56098.00
8	D9412GV4-C - BOSCH W/ TRANS, D8103 STD ENCL, LOCK/KEY	
	Estimated Annual Usage Each (A)	12
	Unit Price Before Mark up	\$329.60
	% Mark up	10%
	Unit Price After Mark up (B)	\$362.66
	Price List Information and Date	11/13
	Extended Price (A x B)	\$4351.92
9	IDP-MP4OLHS - ID PRINT - MAGICARD PRIMA4 OVERLAY LAMHS	
	Estimated Annual Usage Each (A)	4000
	Unit Price Before Mark up	\$390.00
	% Mark up	10%
	Unit Price After Mark up (B)	\$429.00
	Price List Information and Date	11/13
	Extended Price (A x B)	\$1716.00
10	EXMS - EXIT CONTROL MOTION SENSOR	
	Estimated Annual Usage Each (A)	280
	Unit Price Before Mark up	\$130.00
	% Mark up	10%
	Unit Price After Mark up (B)	\$143.00
	Price List Information and Date	11/13
	Extended Price (A x B)	\$40,040.00
11	9600 - ELECTRIC STRIKE	
	Estimated Annual Usage Each (A)	280
	Unit Price Before Mark up	\$229.99
	% Mark up	10%
	Unit Price After Mark up (B)	\$252.99
	Price List Information and Date	10/13/2014
	Extended Price (A x B)	\$70,837.20

12	IS-MV - AIPHONE VIDEO MASTER STATION	
	Estimated Annual Usage Each (A)	6
	Unit Price Before Mark up	\$391.99
	% Mark up	10%
	Unit Price After Mark up (B)	\$431.19
	Price List Information and Date	10/13/2014
	Extended Price (A x B)	\$2587.14

Please complete the following:

Prompt Payment Discount: 2 % 10 days. (If no discount is offered, Net 30 will apply.)

Delivery shall be made within 7-14 calendar days after receipt of order.

**City shall pay no other fees or expenses, unless expressly provided for herein.**

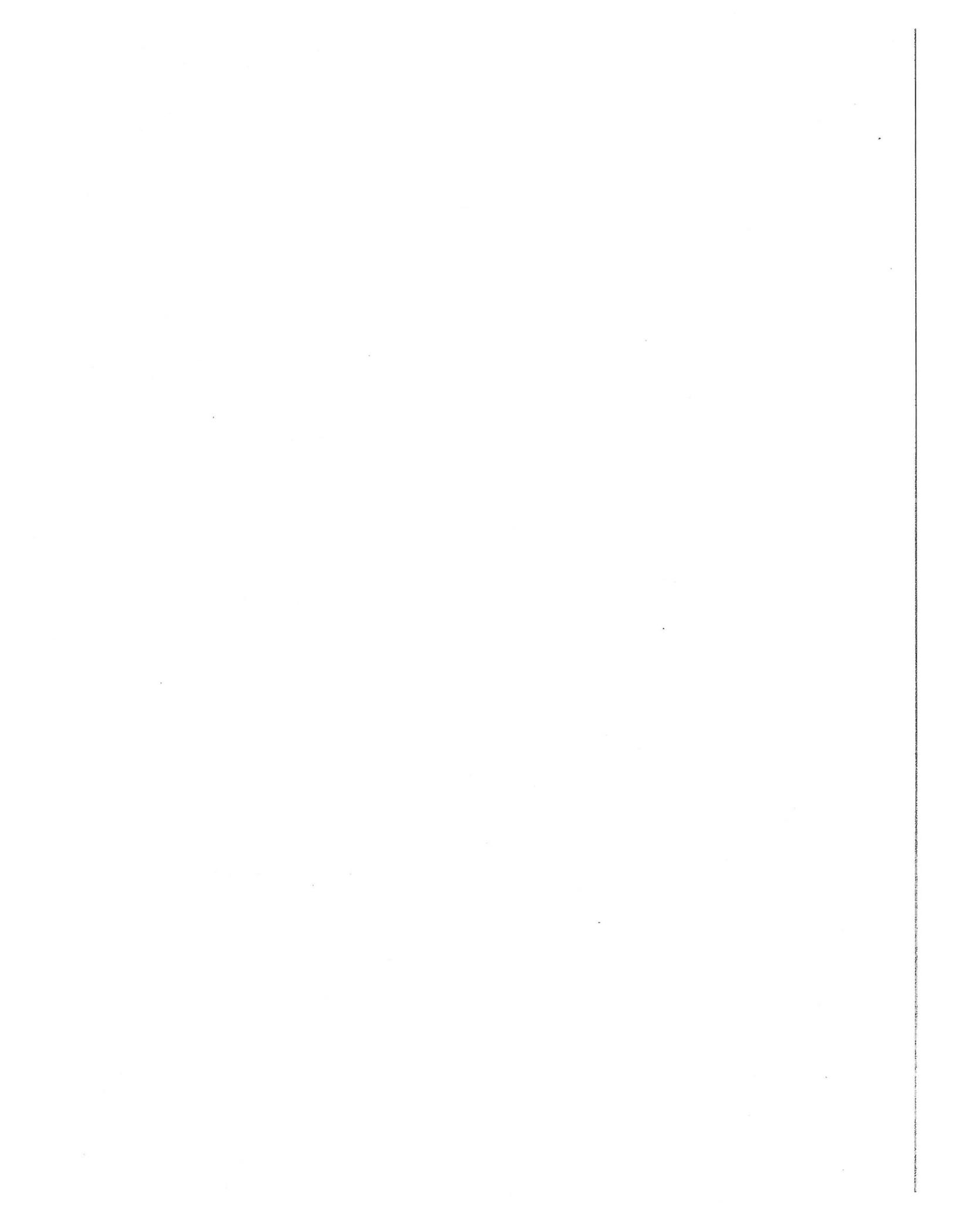
Contractor shall provide the City with a 24 hour contact phone number:

Telephone Number: (866) 558-4487 Global Security operations center (GSOC)

Cell Phone Number: ( ) \_\_\_\_\_

Pager Phone Number: ( ) \_\_\_\_\_

General Manager Phone Number: ( 832 ) 776-9106



## Attachment - B

### SBEDA Ordinance Compliance Provisions (Posted as a separate attachment)

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

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements. In the absence of a waiver granted by the SBO, failure of a Prime Contractor to commit in its response, through fully-documented and signed SBO-promulgated Subcontractor/Supplier Utilization Plan form, to satisfying the SBE subcontracting goal shall render its response NON-RESPONSIVE.

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

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

#### B. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2010-06-17-0531 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development (EDD) website page and is also available in hard copy form upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of this Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

#### C. Definitions

**Affirmative Procurement Initiatives (API)** – Refers to various Small Business Enterprise, Minority Business Enterprise, and/or Women Business Enterprise ("S/M/WBE") Program tools and Solicitation Incentives that are used to encourage greater Prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE program tools, see Section III. D. of Attachment A to the SBEDA Ordinance.)

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

**Centralized Vendor Registration System (CVR)** – a mandatory electronic system wherein the City requires all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting

solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

**Commercially Useful Function** – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed. The use of S/M/WBE firms by CONTRACTOR to perform such "pass-through" or "conduit" functions that are not commercially useful shall be viewed by the CITY as fraudulent if CONTRACTOR attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE subcontractor or joint venture partner towards attainment of S/M/WBE utilization goals, and the CONTRACTOR and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

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

**Good Faith Efforts** – documentation of the CONTRACTOR's or Respondent's intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation within a solicitation response reflecting the Respondent's commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SBE or M/WBE subcontract opportunities on the City of San Antonio website; solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office's directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.) The appropriate form and content of CONTRACTOR's Good Faith Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.

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

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

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

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

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

**M/WBE Directory** – a listing of minority- and women-owned businesses that have been certified for participation in the City’s M/WBE Program APIs.

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

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

African-Americans: Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian, or West Indian.

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

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

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

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

**Payment** – dollars actually paid to CONTRACTORS and/or Subcontractors and vendors for CITY contracted goods and/or services.

**Points** – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, and Other Services contracts (e.g., up to 10 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

**Prime Contractor** – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City. For purposes of this agreement, this term refers to the CONTRACTOR.

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

**Respondent** – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City. For purposes of this agreement, CONTRACTOR is the Respondent.

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

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

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

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

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

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

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

**Small Business Office Manager** – the Assistant Director of the EDD of the CITY that is responsible for the management of the SBO and ultimately responsible for oversight, tracking, monitoring, administration, implementation and reporting of the S/M/WBE Program. The SBO Manager is also responsible for enforcement of contractor and vendor compliance with contract participation requirements, and ensuring that overall Program goals and objectives are met.

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

**Subcontractor** – any vendor or contractor that is providing goods or services to a Prime Contractor or CONTRACTOR in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of each binding agreement between the CONTRACTOR and its subcontractors shall be submitted to the CITY prior to execution of this contract agreement and any contract modification agreement.

**Suspension** – the temporary stoppage of the SBE or M/WBE firm's beneficial participation in the CITY's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7 of Attachment A to the SBEDA Ordinance, or the temporary stoppage of CONTRACTOR's and/or S/M/WBE firm's performance and payment under CITY contracts due to the CITY's imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

**Subcontractor/Supplier Utilization Plan** – a binding part of this contract agreement which states the CONTRACTOR's commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee.

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

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

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

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

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

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

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

**MWBE Subcontracting Program.** In accordance with SBEDA Ordinance Section III, D. 8. (d), this contract is being awarded pursuant to the MWBE Subcontracting Program. CONTRACTOR agrees to subcontract at least *eleven percent (11%)* of its prime contract value to certified MWBE firms headquartered or have a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA). The Subcontractor / Supplier Utilization Plan that CONTRACTOR submitted to CITY with its response for this contract (or, as appropriate, that it agrees to submit during the price proposal negotiation phase of this contract), and that contains the names of the certified MWBE Subcontractors to be used by CONTRACTOR on this contract, the respective percentages of the total prime contract dollar value to be awarded and performed by each MWBE Subcontractor, and documentation including a description of each MWBE Subcontractor's scope of work and confirmation of each MWBE Subcontractor's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Agreement. In the absence of a waiver granted by the SBO, the failure of CONTRACTOR to attain this subcontracting goal for MWBE firm participation in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and grounds for termination of the contract with the CITY, and may result in debarment from performing future CITY contracts, withholding of payment for retainage equal to the dollar amount of the underutilization below the agreed upon MWBE subcontracting goals, and/or shall be subject to any other remedies available under the terms of this Agreement for violations of the SBEDA Ordinance, or under any other law.

**Subcontractor Diversity;** The City of San Antonio strongly encourages each bidder to be as inclusive as possible, and to reach out to all segments of the MWBE community in its efforts to exercise good faith in achieving the MWBE subcontracting goal of 11% that have been established for this contract. While the relative availability of ready, willing, and able firms within various ethnic and gender categories will vary significantly from contract to contract based upon the particular trades that are involved, overall in the San Antonio Other Services industry, as reflected in the City's Centralized Vendor Registration system for the month of September 2014, African-American owned firms represent approximately 2.16% of available subcontractors, Hispanic-American firms represent approximately 10.60%, Asian-American firms represent approximately 0.87%, Native American firms represent approximately 0.16%, and Women-owned firms represent approximately 4.51% of available other services industry subcontractors.

#### F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III, C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

#### G. Prompt Payment

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

#### H. Violations, Sanctions and Penalties

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

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

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

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

**ATTACHMENT – C  
NON-DISCRIMINATION ORDINANCE LANGUAGE**

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

**ATTACHMENT - D**

**VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE LANGUAGE AND FORM**

**Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance**

Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation.

For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form attached to this solicitation.

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

**VETERAN-OWNED SMALL BUSINESS PROGRAM TRACKING FORM  
(Posted as a separate attachment)**

**ATTACHMENT - E**

**SUPPLEMENTAL INFORMATION RELATED TO  
THE STATE OF TEXAS CONFLICT OF INTEREST REQUIREMENT  
(Posted as a separate attachment)**

The Instructions to Bidders section of this document provides information pertaining to a requirement to file the State of Texas Conflict of Interest Questionnaire (Form CIQ) required by Chapter 176 of the Texas Local Government Code. The Form CIQ is available from the Texas Ethics Commission at:

<http://www.ethics.state.tx.us/forms/CIQ.pdf>

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

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

**Attachment - F**

**Qualifying Proposal Scenarios (Estimate)**

Respondents will be required to provide a proposal estimates for the following scenarios to determine their capability to perform the requested list of services.

**Scenario 1- D9 Branch Libraries**

(Posted as a separate attachment)

**Scenario 2 - Plaza De Armas**

(Posted as a separate attachment)

**Attachment - G**

**Local Preference Program Identification Form**

(Posted as a separate attachment)

**Attachment 1**

**Prevailing Wages: Building Decision TX140002 pub 03 07 2014**

(Posted as a separate attachment)

**Attachment 2**

**Heavy Highway Decision TX140016 pub 01 03 2014**

(Posted as a separate attachment)

**Attachment 3**

**City of San Antonio Physical Security System Infrastructure Guidelines**

(Posted as a separate attachment)

**Attachment 4**

**City of San Antonio Structured Cabling Infrastructure Guidelines**

(Posted as a separate attachment)



**INTERTECH  
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*Performance*

14-2166SA

D9 Library

City of San Antonio

Oct 14, 2014

INTERTECH SECURITY LLC

2198 West Almeda Boulevard

Houston, TX 77090

p 832.286.4080 f 832.201.4079

intertechsecurity.com

## Table of Contents

Executive Summary .....	3
Investment .....	4
Systems Overview .....	5
Access Control System – Scope of Work .....	5
Video System – Scope of Work .....	6
Cabling, Integration and Commissioning .....	7
System Components .....	8
Standard Warranty .....	10
Notes and Assumptions .....	11
Summary of Monitoring & Signature Service Plan Acceptance .....	12
Attachment A: Extended Service Agreement .....	13

City of San Antonio  
ATTN: Derek Rabey  
401 S. Frio  
San Antonio, TX 78206

Dear Mr. Rabey:

Thank you for the opportunity to participate in this project. Intertech Security is dedicated to ensuring a successful outcome to each project. Our goal is to earn your complete confidence and satisfaction.

Sincerely,



Michael Saxon  
General Manager

### **Executive Summary**

---

City of San Antonio has requested a proposal from Intertech Security to design and install a security solution inclusive of access control and video surveillance at D9 Library, 2515 E. Evans Rd., San Antonio TX. This solution has been designed to address the concerns and issues recently discussed.

Unless otherwise indicated or specified, Intertech Security will supply all equipment required for this solution. Additionally, Intertech Security will install, program, and test all field devices, head-end equipment, and software. A detailed list of specific system components is provided below. A list of primary components is also included along with Intertech Security's specific scope of services for this project.

Please call if you have questions or require further clarification of this proposal. Prices quoted are good for 30 days from date of this proposal. In order to schedule this project for completion, please sign the bottom of the last page of this proposal and return it to me at your earliest convenience.

Thank you for the opportunity to be of service. We look forward to working with you.

## Investment

---

TOTAL INVESTMENT

\$ 28,236.06

**EXTENDED SERVICE AGREEMENT, (see attached ESA summary)**

Price Includes

- Bill Of Materials as indicated
- Miscellaneous material and supplies required to install Bill of Materials
- Shipping and Freight
- Engineering Labor
- Installation Labor
- Project Management Labor
- Training as included in Scope of Work

All equipment is covered by the standard manufacturer's warranty\* which the client may optionally upgrade to one of Intertech Security's Signature Service Plans. All installation labor is warranted for 12 months after job completion which the client may optionally upgrade to one of Intertech Security's Signature Service Plans. (Warranty provisions do not apply to existing systems and equipment; \*new equipment is warranted by the manufacturer or, if the manufacturer coverage is less than 12 months, by Intertech Security for the balance of 12 months from job completion.)

This proposal does not include tax. Intertech Security requires a copy of Tax Exempt Certificate to provide services on a tax-exempt basis.

**PROGRESS PAYMENT SCHEDULE:** Unless otherwise noted by Intertech Security, progress invoices will be submitted in monthly draws, with an initial progress invoice for mobilization and/or equipment, to be delivered upon execution of contract. Progress invoices will be determined by a percentage of completion as of the final day of that month.

**PAYMENT TERMS:** All invoices are due net upon receipt unless otherwise noted by Intertech Security. Upon receipt of payment for the initial progress invoice and a signed purchase order, a Project Manager will contact the client to schedule the project. **Work on site will not begin until the initial progress payment is received.** Intertech Security reserves the right to charge interest for any invoice over 45 days old. The interest rate charged will be the full amount allowed by law.

**CONFIDENTIALITY:** THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL PROPERTY OF INTERTECH SECURITY AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE, WITHOUT THE PRIOR WRITTEN CONSENT OF INTERTECH SECURITY. TITLE IN AND TO THIS DOCUMENT AND ALL INFORMATION CONTAINED HEREIN REMAINS AT ALL TIMES IN INTERTECH SECURITY.

Client \_\_\_\_\_

Intertech \_\_\_\_\_

## **Systems Overview**

---

This proposal is for the installation of access control and video surveillance as per City of San Antonio Physical Security System Infrastructure Guideline, Structured Cabling Infrastructure Guideline and drawings dated 4/2014

### **Access Control System – Scope of Work**

---

#### **1. Head End Equipment – Description of core security control equipment required**

- a. Intertech Security will program and configure new access control hardware using the clients existing access control management software.
- b. Intertech Security shall program all system & door set up information.
- c. Intertech Security will furnish and install System Controller, all Reader Interfaces, and all associated enclosures, power supplies, battery backup, etc, as required to provide a fully operational access control system.

#### **2. Field Devices – Description of security protection devices required**

- a. Intertech Security will provide and install the following security protection devices as per drawings.
- b. Intertech Security will interface to all electronic door hardware, electronic hinges, and EPTs that are provided by the Div. 8 contractor as per drawings.
- c. All door and frame preparations to accept the components for the access control system shall be performed by others prior to installation.
- d. All electrified automatic door operators and associated equipment and power supplies will be furnished and installed by others. Electronic / signal interconnections between the access control system and the automatic door operators will be performed by the supplier or installer of the door equipment.

#### **3. Communications/Connectivity – Description of required communications**

- a. Communication between the access control panels and the access control management software shall be IP based and communicate over the client's existing network infrastructure.
- b. Dedicated IP address with jack located next to or inside the intelligent controller to be provided by Intertech security.
- c. The client shall also be responsible for ensuring that an open network communications path (across switch ports / subnets / VLANs / firewalls, etc.) be established and maintained between the access control server and intelligent controllers.
- d. Any required Wide Area Network Connectivity (either private, or Internet based) will be provided by the client.

## **Video System – Scope of Work**

---

- 1. Head End Equipment – Description of core security control equipment required**
  - a. Intertech Security will install an IP video server provided by the customer and software to manage 8 cameras.
  - b. The online recording storage for the digital recording system will vary according to the number of cameras connected, the frame rate selected for each camera, the resolution/quality/compression selected for each camera, amount of activity within the scene, and the amount of storage space available.
  - c. The DVR/NVR will be mounted in a rack provided by Client.
  - d. The DVR/NVR will be powered by a UPS provided by Client.
  - e. Intertech Security shall program camera and digital video set up information.
- 2. Field Devices – Description of security protection devices required**
  - a. Intertech Security will furnish and install fixed interior cameras and or P/T/Z cameras as per drawings
  - b. The proposed video system assumes there is adequate and constant lighting available at each camera location. Should the existing lighting conditions not be sufficient to provide for video recording or display, the Client shall provide additional lighting or make modifications to the site environment to improve the site's lighting conditions as required.
  - c. Cameras shall be mounted on secure structures provided by the client. Where secure structures do not exist, mounting poles will be provided by Client.
- 3. Communications/Connectivity – Description of required communications**

**Video Systems - IP**

  - a. Communication between the IP cameras and the video management storage server shall communicate over the existing client's network infrastructure.
  - b. Network connectivity will be provided by Client.
  - c. Local Area Network (LAN) equipment will be provided by Client.
  - d. Wide Area Network (WAN) equipment (Router) for external communication will be provided by Client.
  - e. Install and provisioning of network firewall will be provided by Client.
  - f. The network equipment rack and/or shelf space for the network equipment will be provided by Client.
  - g. Uninterrupted Power to the networking equipment will be provided by Client.
  - h. Provisioning of static, public/routable, subnet mask, gateway (IP addresses) for all IP based equipment will be provided by Client.
  - i. Any Virtual LAN (V-LAN) support, configuration and support is required and will be provided by Client.

## **Cabling, Integration and Commissioning**

---

1. **Cabling – Description of cable infrastructure requirements**
  - a. Intertech security to install all cable from control equipment location to device locations
  - b. Conduit/raceway if required for this project and shall be provided by Div. 26 contractor.
  - c. Conduit, raceway, and junction boxes will be supplied and installed by Div. 26 contractor.
  - d. Conduit will run from each field device to a junction box above each door in areas that have either drop or open ceilings.
  - e. All devices are to be home run to the main control systems.
  
2. **Testing**
  - a. Intertech Security shall test system components per Intertech Security standard testing procedure.
  - b. The client is required to participate in final testing as part of the punch list / signoff procedure.
  
3. **Documentation Deliverables**
  - a. Floor plans (as-built)
  - b. Risers (as-built)
  - c. Panel terminations (as-built)
  - d. Manuals
  
4. **Special Considerations**
  - a. Access to work areas
  - b. All work shall be conducted during normal business hours. 8-5PM, Monday through Friday.
  - c. Special Training / Safety Equipment
  - d. Lift to be provided by Intertech Security. All work areas requiring a lift shall be clear from obstacles prior to installation.
  
5. **Client Responsibilities**
  - a. Client will be responsible to provide the following information:
    - i. Access Control Door Schedule
    - ii. Existing system configuration files and special configurations
    - iii. Electronic site maps in CAD format, .dwg.
    - iv. Card holder data
    - v. Access Level data
    - vi. IP addresses for each controller location
    - vii. DVR/NVR/Camera/Intrusion Panel IP addresses
  
  - b. Client will be responsible for the following hardware and system support
    - i. Network configuration and support
    - ii. Power as required
  
  - c. All fire drops to be provided by client, and located at either the door or panel location specified by Intertech Security.
  
  - d. If required, all fire rated backboards and painting of backboards will be by others.
  
  - e. AC Power for Access Control System should be backed up via generator as the batteries supplied with the system are a temporary source of power.
  
  - f. Client is responsible for providing adequate space for equipment, which might include a recessed enclosure.

Client to provide dedicated 120 VAC, network connection(s), network address(es), and firewall rule(s) where required. Refer to 'Notes and Assumptions' in this proposal for additional considerations to the scope of services provided herein.

**System Components**

Manuf.	Qty	Model	Description	Unit Cost	Equip Markup %	Unit Selling	Total Selling
			Access Control				
ALTRONIX	1	AL600ULACM	24VDC 6A LOCK POWER SUPPLY/CONTROLLER WITH 8-FUSED OUTPUTS, FIRE DISCONNECT	\$ 197.99	10.00%	\$ 217.79	\$ 217.79
HID	4	920PTNNEK0000	iClass R40 Multi-Tech Card reader, Prox, black (Gray=change K to G)	\$ 139.48	10.00%	\$ 153.43	\$ 613.71
Hirsch	1	M8N2	Digitrac 8 door controller	\$2,165.00	10.00%	\$2,381.50	\$ 2,381.50
Hirsch	1	MEB/CB64	Memory Expansion Board - Code 64K - B	\$ 207.50	10.00%	\$ 228.25	\$ 228.25
Hirsch	4	MRIB	Match Reader interface board	\$ 95.00	10.00%	\$ 104.50	\$ 418.00
Hirsch	4	DTLM2	Digitrac line Modules 2	\$ 7.25	10.00%	\$ 7.98	\$ 31.90
Hirsch	4	EXMS	Exit Control Motion Sensor	\$ 130.00	10.00%	\$ 143.00	\$ 572.00
Hoffman	1	F66G48WK	6 X 6 X 48" Screw cover wireway	\$ 38.49	10.00%	\$ 42.34	\$ 42.34
Hoffman	1	F66G72WK	6 X 6 X 72" Screw cover wireway	\$ 48.37	10.00%	\$ 53.21	\$ 53.21
Hoffman	2	F66GCP	6 X 6 End Cap	\$ 3.95	10.00%	\$ 4.35	\$ 8.69
Mier	4	BW3000	CAMLOCK FOR SPLICE BOX	\$ 4.39	10.00%	\$ 4.83	\$ 19.32
Mier	4	BW104	12X9X4-1/2 INSTRUMENT BOX	\$ 20.50	10.00%	\$ 22.55	\$ 90.20
Intertech Security	4	0	Interface to Locking Hardware (provide y DIV 8 Contractor)	\$ -	10.00%	\$ -	\$ -
Molex	4	0	Terminal blocks	\$ 16.95	10.00%	\$ 18.65	\$ 74.58
			CCTV				
AXIS	5	0346-001	M3204-V Fixed dome with discreet and vandal-resistant casing. Varifocal 2.8-10 mm lens with fixed iris. Multiple, individually configurable H.264 and Motion JPEG streams; max HDTV 720p or 1 MP resolution at 30 fps. Video motion detection and active tampering alarm, Power over Ethernet, Midspan not included.	\$ 393.47	10.00%	\$ 432.82	\$ 2,164.09
			P3364-VE 12MM, DAY/NIGHT FIXED, 280x960* (approx. 1.3 MP) to 160x90 *1400x1050 (1.4 MP) scaled resolution available via VAPIX®, IP66- and NEMA 4X-rated, IK10 impact-resistant aluminum casing with integrated dehumidifying membrane. Power ;Class 3; max 12.1 W. -40 °F to 131 °F,				

			Edge storage: SD/SDHC memory card slot (card not included).				
AXIS	3	5504-821	AXIS T91D61 Wall Mount 1.5" NPS	\$ 61.99	10.00%	\$ 68.19	\$ 204.57
AXIS	3	5502-321	AXIS P33-VE Series Pendant Kit With AXIS P33-VE Series PENDANT KIT it is possible to mount the AXIS P3343-VE, AXIS P3344-VE, AXIS P3346-VE AXIS P3363-VE and AXIS P3364-VE, AXIS P3367-VE, AXIS P3384-VE Fixed Dome Network Cameras on AXIS T91A Brackets or on standard 1.5" NPT threaded brackets. White	\$ 34.00	10.00%	\$ 37.40	\$ 112.20
GENETEC	1	SMA-Base-S	SMA with a 1 year term	\$ 260.00	10.00%	\$ 286.00	\$ 286.00
GENETEC	8	SMA-CAM-S-1Y	SMA Standard Camera - 1 year	\$ 11.70	10.00%	\$ 12.87	\$ 102.96
GENETEC	1	Om-S-Base	Omnicast Standard software which includes: Up to 50 Camera archiver support, 1 Gateway, 5 client/user connections, Maps/Procedures, Audio Support, Web pack, 1 Virtual Matrix, Camera Sequences, 1 Keyboard connection, Alarm Management Module, Time Zone Support, NO Camera Licenses	\$ 383.50	10.00%	\$ 421.85	\$ 421.85
GENETEC	8	Om-S-1C	1 camera connection	\$ 97.50	10.00%	\$ 107.25	\$ 858.00
GENETEC	1	Om-E-1FED	Federation Directory	\$ 149.50	10.00%	\$ 164.45	\$ 164.45
GENETEC	8	Om-E-1FEC	Federation Camera	\$ 14.95	10.00%	\$ 16.45	\$ 131.56
			Intrusion				
Sentrol	4	1076D	1" RECESSED STEEL DOOR / DPDT	\$ 12.50	10.00%	\$ 13.75	\$ 55.00
			Cable				
WINDY CITY	500	4461030-S500	SMART CABLE - ACCESS CONTROL - 22/8 SHIELDED, 22/4, 22/2, 18/4 PLENUM	\$ 349.00	10.00%	\$ 0.77	\$ 383.90
			0				\$ 9,636.06

	Product Category (NIGP)	Hours	Unit	Cumulative
Installation Labor Hours (Security System Technician 1)	99050	160	\$85.00	\$13,600.00
Project Manager Hours	99050	24	\$125.00	\$3,000.00
Engineering Hours	99050	16	\$125.00	\$2,000.00
TOTAL				\$18,600.00

## Standard Warranty

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<u>PARTS:</u>	All parts will be repaired or replaced at Intertech Security's option for one-year from project completion, in accord with the terms, conditions and costs contained herein.
<u>LABOR:</u>	Labor is warranted for one-year from project completion. All labor to correct routine, non-emergency service problems is provided only during Intertech Security normal working hours, excluding holidays.
<u>EMERGENCY SERVICE:</u>	Emergency Charge is 1.5 times the service rate per hour in affect at the time of service for calls after Intertech Security working hours (calls after 2:00 pm may be considered after hours if same day service is required). Intertech Security recognized holidays are charged at 2 times the service rate per hour in affect at the time of service.
<u>EXCLUDED HARDWARE:</u>	Any equipment connected to the system not specifically associated with access control, VIDEO SURVEILLANCE or intrusion detection.
<u>SOFTWARE:</u>	Software is warranted to perform and operate in accordance with published specifications at the time of sale. In the event of a program defect, the sole obligation of Intertech Security shall be to make available all published modifications that correct program problems which are published within one (1) year from date of purchase, provided Purchaser has returned the Registration Form delivered with the software package.

Purchaser will be required to pay such labor charges as are scheduled by Intertech Security during the balance of the warranty period on a time and materials basis. The warranty will not apply to any product or installation which has been misused, abused, or altered.

THE ONLY WARRANTY PROVIDED INTERTECH SECURITY IS THE LIMITED WARRANTY STATED ABOVE WHICH SHALL NOT EXTEND BEYOND THE PERIOD STATED ABOVE. INTERTECH SECURITY MAKES NO OTHER WARRANTIES, EXPRESSED, IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO RESPONSIBILITY IS ASSUMED FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF INTERTECH SECURITY'S SYSTEM SALES AND ENGINEERING PERSONNEL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE WARRANTY PERIOD WILL COMMENCE WHEN CLIENT HAS BENEFICIAL USE OF THE SYSTEM, OR COMPLETION OF SYSTEM INSTALLATION, WHICHEVER OCCURS FIRST.

INTERTECH MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEMS IT INSTALLS OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEMS AND SERVICES ARE DESIGNED TO DETECT.

Note that for your convenience, Intertech Security offers Signature Service Plans which can provide:

- Shorter Telephone Response Times, reducing the standard 60 minute telephone response to 30 or 15 minutes;
- Faster On-site Arrival Times, reducing the standard next business day to 8 hours or 4 hours;
- Replacement Parts Coverage, upgrading the standard manufacturer repair to replacement availability or locally stocked replacement availability;
- Extension of coverage from business hours to 24/7;
- Priority in scheduling consistent with service plan level;
- Discounts on non-covered service calls consistent with service plan level;
- Preventive Maintenance;
- Availability of telephone technical support and other benefits consistent with service plan level.

*In the absence of an optional Signature Service Plan, the 1-year Standard Warranty above applies.*

## Notes and Assumptions

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### GENERAL

- A. All installation labor, final connections, and testing shall be performed during normal business hours of Monday through Friday 8:00 AM to 5:00 PM.
- B. It's assumed that all existing electronic equipment that will be re-used is in good working condition and fully adjusted for proper operation by others. Any equipment requiring repairs or adjustments for proper functionality will be considered to be out of the scope of the contract (unless specifically included in the proposal Intertech Security) and will be billed to client at pricing consistent with this proposal.
- C. All 120VAC electrical requirements to Intertech Security equipment shall be provided and installed by others to Intertech Security specified locations.
- D. All LAN connections and phone lines to Intertech Security equipment shall be provided and installed by others to Intertech Security specified locations.
- E. Standard one-year warranty applies to equipment supplied by Intertech Security.
- F. Standard one-year warranty applies to labor supplied by Intertech Security.
- G. The client is required to provide a single point of contact for all project communications and decisions. Timely responses are required to meet project timelines and budgets.
- H. Supply and installation of conduit or wire mold, except where noted herein, furnished with drag lines is not included.
- I. Provision of space for and a suitable operating environment for Data Collection Panel equipment in field locations as well as, equipment at the monitoring/control location is not included and is responsibility of the client.
- J. Additional Materials and/or Work: Data for the preparation of the proposal is based on existing site conditions and/or site plans and blueprints available to Intertech Security at the time the proposal was prepared. Any changes in site conditions and/or blueprints which occur after proposal preparation that may have cost and/or operational impact will be subject to a change order which may be above or below the original proposal (contract) price.
- K. Lightning Protection: Equipment furnished and installed by Intertech Security is provided with the equipment manufacturer's standard lightning and/or transient protector. NO GUARANTEE IS PROVIDED AGAINST EQUIPMENT AND/OR SYSTEM DAMAGE DUE TO EITHER LIGHTNING AND/OR LINE POWER TRANSIENTS.

### ACCESS CONTROL

- A. It's assumed that any electronic door hardware is provided, installed, and fully adjusted for proper operation by others and will not pull over 0.5 Amps at 24VDC. Any hardware requiring more ampérage or any mechanical adjustments for proper functionality will be considered to be out of the scope of the contract and will be billed to client at pricing consistent with this proposal.
- B. The client will populate the card holder database and define/program access levels, time zones, personnel data, programming maps, alarm message definitions and instructions, and any user defined data.
- C. If applicable, Client shall provide and install a server-class PC, meeting or exceeding recommended specifications for provided Access Control Software, unless otherwise noted in the System Description.
- D. If a server-class PC is provided by Intertech Security, service and maintenance shall be provided by the PC vendor. Intertech Security is only responsible for support of the Access Control software application.
- E. Client shall provide and install workstation-class PC's for all remote view stations, as needed, unless otherwise indicated in the System Description.
- F. Fire Alarm Release at Intertech Security designated location is the responsibility of the customer and fire alarm service provider for the site.
- G. Supply and/or installation of doors, locks, hardware and other structural changes except as specifically noted herein is not included.
- H. Elevator travel cable, cab device installation, and control interface by others.

### VIDEO SYSTEM

- A. Elimination of electromagnetic interference or RFI interference which may hinder operation of system is responsibility of customer.
- B. Current and future lighting requirements are the responsibility of the customer and are not included.
- C. Appropriate furniture or shelving of equipment is not included unless otherwise noted in the System Description.

### INTRUSION ALARM AND MONITORING

- A. A separate monitoring agreement and account information is required for all monitoring services.
- B. Phone line installation, activation, and extension of demarcation to Intertech Security specified location(s) is the responsibility of the client.

### FIRE ALARM

- A. System design changes required to comply with governmental authorities; Fire Marshal, etc. are not included. Such changes may result in a contract price increase.
- B. Permits, Engineering Fees, Licensing, or AHJ system testing are not included unless otherwise noted in the System Description.

## Summary of Monitoring & Signature Service Plan Acceptance

The following services are available for the monitoring of intrusion, fire and panic alarms, video surveillance, reporting, extended warranty, preventive maintenance, and related services (\*services not checked below have been declined):

**Provided\* Services Offered**

- |  |   |
|--|---|
| <input type="checkbox"/> Commercial Agreement          | Commercial Agreement for this job attached.<br>(Does not apply when ESA or SSA selected)  |
| <input type="checkbox"/> Master Agreement              | Master Agreement attached.  |
| <input type="checkbox"/> Existing Master Agreement     | Existing Master Agreement is on file.   |
| <input type="checkbox"/> Monitoring Services           | Monitoring Agreement and Schedule A attached  |
| <input type="checkbox"/> Monitoring Test Period        | Alarms will not be actioned during testing period if AUTHORIZED _____   |
| <input type="checkbox"/> Cellular/Satellite Backup*    | This service provides connectivity to the monitoring center<br>in the event that the landline is damaged or defective.*<br>*Appropriate equipment required. |
| <input type="checkbox"/> Extended Service Agreement    | One of Intertech Security's Signature Service Plans selected and<br>Exhibit A to Master Agreement attached.   |
| <input type="checkbox"/> Premium                       |   |
| <input type="checkbox"/> Plus                          |   |
| <input type="checkbox"/> Standard                      |   |
| <input type="checkbox"/> 1 Year Agreement              |   |
| <input type="checkbox"/> 2 Year Agreement              |   |
| <input type="checkbox"/> 3 Year Agreement              |   |
| <input type="checkbox"/> 4 Year Agreement              |   |
| <input type="checkbox"/> 5 Year Agreement              |   |
| <input type="checkbox"/> Software Support Agreement    | Provides software vendor maintenance;<br>Exhibit B to Master Agreement attached.  |
| <input type="checkbox"/> Remote Video Service          | Remote Video Service Agreement attached.  |
| <input type="checkbox"/> Remote Access Control Service | Remote Access Control Agreement attached.   |

### Client's Authorized Signature of Acceptance

Signature \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

### Intertech Security Authorized Signature of Acceptance

Signature \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

Attachment A: Extended Service Agreement

<b>Job Name: D9 Library</b>	<b>Job Number: 14-2166SA</b>
-----------------------------	------------------------------

	Premium	Plus	Standard	1st year Warranty	Block of Hours	Time and Materials
Guaranteed telephone response	15 minutes	30 minutes	60 minutes	60 minutes	60 minutes	-
Guaranteed arrival time	within 4 hours	8 hours	Next Business Day	-	-	-
Parts coverage	Y stocked locally	Y	Y	Y	N	N
Labor coverage	Y	Y	Y	Y	Y	N
Hours covered	24/7/365	24/7/365	8-5, M-F	8-5, M-F	8-5, M-F	8-5, M-F
Scheduling priority code	1	2	3	3	4	5
Preventive maintenance coverage	One visit Security/year	One visit Security/year	N	N	-	-
Technical Phone Support	Y	Y	N	N		
Service Review Meeting	Quarterly	Annually	Annually	N		
Security Assessment	Y	N	N	N		
Technology Roadmap Review	Y	N	N	N		
System Administrator Training	8 hours per year	N	N	N		
Discounted Service Rates	20%	15%	10%		Based on Block size	
Named Support Team	Y	N	N	N		
System Integration Package (SIP)	Y	Y	N	N		

	Year 1	Year 2	Year 3	Total (3 years)	Year 4	Year 5	Total (5 years)	Service(s) Agreed to:
	\$1,723.94	\$1,896.33	\$2,085.97	\$5,706.24	\$2,294.56	\$2,524.02	\$10,524.82	ESA CCTV
	\$1,551.54	\$1,706.70	\$1,877.37	\$5,135.61	\$2,065.11	\$2,271.62	\$9,472.33	ESA Access
	\$1,086.08	\$1,194.69	\$1,314.16	\$3,594.93	\$1,445.57	\$1,590.13	\$6,030.63	ESA Intrusion
								ESA Fire
								ESA Nurse Call
								SSA



**INTERTECH  
SECURITY**

Secure your world

*With Integrated*

*Solutions that*

*Reduce Risk*

*and Improve*

*Operational*

*Performance*

**14-2041SA**

**Plaza De Armas**

**City of San Antonio**

**Oct 14, 2014**

INTERTECH SECURITY LLC

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Houston, TX 77090

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## Table of Contents

Executive Summary .....	3
Investment .....	4
Systems Overview .....	5
Access Control System – Scope of Work .....	5
Video System – Scope of Work .....	6
Cabling, Integration and Commissioning .....	7
System Components .....	8
Standard Warranty .....	10
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ATTN: Derek Rabey  
401 S. Frio  
San Antonio, TX 78206

Dear Mr. Rabey:

Thank you for the opportunity to participate in this project. Intertech Security is dedicated to ensuring a successful outcome to each project. Our goal is to earn your complete confidence and satisfaction.

Sincerely,



Michael Saxon  
General Manager

### Executive Summary

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City of San Antonio has requested a proposal from Intertech Security to design and install a security solution inclusive of access control and video surveillance at Plaza De Armas, 115 Plaza De Armas, San Antonio TX. This solution has been designed to address the concerns and issues recently discussed.

Unless otherwise indicated or specified, Intertech Security will supply all equipment required for this solution. Additionally, Intertech Security will install, program, and test all field devices, head-end equipment, and software. A detailed list of specific system components is provided below. A list of primary components is also included along with Intertech Security's specific scope of services for this project.

Please call if you have questions or require further clarification of this proposal. Prices quoted are good for 30 days from date of this proposal. In order to schedule this project for completion, please sign the bottom of the last page of this proposal and return it to me at your earliest convenience.

Thank you for the opportunity to be of service. We look forward to working with you.

**Investment**

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**TOTAL INVESTMENT**

**\$ 115,382.00**

**EXTENDED SERVICE AGREEMENT, (see attached ESA summary)**

Price Includes

- Bill Of Materials as indicated
- Miscellaneous material and supplies required to install Bill of Materials
- Shipping and Freight
- Engineering Labor
- Installation Labor
- Project Management Labor
- Training as included in Scope of Work

All equipment is covered by the standard manufacturer's warranty\* which the client may optionally upgrade to one of Intertech Security's Signature Service Plans. All installation labor is warranted for 12 months after job completion which the client may optionally upgrade to one of Intertech Security's Signature Service Plans. (Warranty provisions do not apply to existing systems and equipment; \*new equipment is warranted by the manufacturer or, if the manufacturer coverage is less than 12 months, by Intertech Security for the balance of 12 months from job completion.)

This proposal does not include tax. Intertech Security requires a copy of Tax Exempt Certificate to provide services on a tax-exempt basis.

**PROGRESS PAYMENT SCHEDULE:** Unless otherwise noted by Intertech Security, progress invoices will be submitted in monthly draws, with an initial progress invoice for mobilization and/or equipment, to be delivered upon execution of contract. Progress invoices will be determined by a percentage of completion as of the final day of that month.

**PAYMENT TERMS:** All invoices are due net upon receipt unless otherwise noted by Intertech Security. Upon receipt of payment for the initial progress invoice and a signed purchase order, a Project Manager will contact the client to schedule the project. **Work on site will not begin until the initial progress payment is received.** Intertech Security reserves the right to charge interest for any invoice over 45 days old. The interest rate charged will be the full amount allowed by law.

**CONFIDENTIALITY:** THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL PROPERTY OF INTERTECH SECURITY AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE, WITHOUT THE PRIOR WRITTEN CONSENT OF INTERTECH SECURITY. TITLE IN AND TO THIS DOCUMENT AND ALL INFORMATION CONTAINED HEREIN REMAINS AT ALL TIMES IN INTERTECH SECURITY.

Client \_\_\_\_\_

Intertech \_\_\_\_\_

## **Systems Overview**

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This proposal is for the installation of access control and video surveillance as per City of San Antonio Physical Security System Infrastructure Guideline, Structured Cabling Infrastructure Guideline and drawings dated 5/13/2014

### **Access Control System – Scope of Work**

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1. **Head End Equipment – Description of core security control equipment required**
  - a. Intertech Security will program and configure new access control hardware using the clients existing access control management software.
  - b. Intertech Security shall program all system & door set up information.
  - c. Intertech Security will furnish and install System Controller, all Reader Interfaces, and all associated enclosures, power supplies, battery backup, etc, as required to provide a fully operational access control system.
  
2. **Field Devices – Description of security protection devices required**
  - a. Intertech Security will provide and install the following security protection devices as per drawings.
  - b. Intertech Security will interface to all electronic door hardware, electronic hinges, and EPTs that are provided by the Div. 8 contractor as per drawings.
  - c. All door and frame preparations to accept the components for the access control system shall be performed by others prior to installation.
  - d. All electrified automatic door operators and associated equipment and power supplies will be furnished and installed by others. Electronic / signal interconnections between the access control system and the automatic door operators will be performed by the supplier or installer of the door equipment.
  
3. **Communications/Connectivity – Description of required communications**
  - a. Communication between the access control panels and the access control management software shall be IP based and communicate over the client's existing network infrastructure.
  - b. Dedicated IP address with jack located next to or inside the intelligent controller to be provided by Client and or Div 27 contractor.
  - c. The client shall also be responsible for ensuring that an open network communications path (across switch ports / subnets / VLANs / firewalls, etc.) be established and maintained between the access control server and intelligent controllers.
  - d. Any required Wide Area Network Connectivity (either private, or Internet based) will be provided by the client.

## Video System – Scope of Work

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1. **Head End Equipment – Description of core security control equipment required**
  - a. Intertech Security will install an IP video server provided by the customer and software to manage 29 cameras.
  - b. The online recording storage for the digital recording system will vary according to the number of cameras connected, the frame rate selected for each camera, the resolution/quality/compression selected for each camera, amount of activity within the scene, and the amount of storage space available.
  - c. The DVR/NVR will be mounted in a rack provided by Client.
  - d. The DVR/NVR will be powered by a UPS provided by Client.
  - e. Intertech Security shall program camera and digital video set up information.
2. **Field Devices – Description of security protection devices required**
  - a. Intertech Security will furnish and install fixed interior cameras and or P/T/Z cameras as per drawings
  - b. The proposed video system assumes there is adequate and constant lighting available at each camera location. Should the existing lighting conditions not be sufficient to provide for video recording or display, the Client shall provide additional lighting or make modifications to the site environment to improve the site's lighting conditions as required.
  - c. Cameras shall be mounted on secure structures provided by the client. Where secure structures do not exist, mounting poles will be provided by Client.
3. **Communications/Connectivity – Description of required communications**

**Video Systems - IP**

  - a. Communication between the IP cameras and the video management storage server shall communicate over the existing client's network infrastructure.
  - b. Network connectivity will be provided by Client.
  - c. Local Area Network (LAN) equipment will be provided by Client.
  - d. Wide Area Network (WAN) equipment (Router) for external communication will be provided by Client.
  - e. Install and provisioning of network firewall will be provided by Client.
  - f. The network equipment rack and/or shelf space for the network equipment will be provided by Client.
  - g. Uninterrupted Power to the networking equipment will be provided by Client.
  - h. Provisioning of static, public/routable, subnet mask, gateway (IP addresses) for all IP based equipment will be provided by Client.
  - i. Any Virtual LAN (V-LAN) support, configuration and support is required and will be provided by Client.

## Cabling, Integration and Commissioning

1. **Cabling – Description of cable infrastructure requirements**
  - a. Div. 27 contractor to install all cable from control equipment location to device locations
  - b. Conduit/raceway if required for this project and shall be provided by Div. 26 contractor.
  - c. Conduit, raceway, and junction boxes will be supplied and installed by Div. 26 contractor.
  - d. Conduit will run from each field device to a junction box above each door in areas that have either drop or open ceilings.
  - e. All devices are to be home run to the main control systems.
2. **Testing**
  - a. Intertech Security shall test system components per Intertech Security standard testing procedure.
  - b. The client is required to participate in final testing as part of the punch list / signoff procedure.
3. **Documentation Deliverables**
  - a. Floor plans (as-built)
  - b. Risers (as-built)
  - c. Panel terminations (as-built)
  - d. Manuals
4. **Special Considerations**
  - a. Access to work areas
  - b. All work shall be conducted during normal business hours. 8-5PM, Monday through Friday.
  - c. Special Training / Safety Equipment
  - d. Lift to be provided by Intertech Security. All work areas requiring a lift shall be clear from obstacles prior to installation.
5. **Client Responsibilities**
  - a. Client will be responsible to provide the following information:
    - i. Access Control Door Schedule
    - ii. Existing system configuration files and special configurations
    - iii. Electronic site maps in CAD format, .dwg.
    - iv. Card holder data
    - v. Access Level data
    - vi. IP addresses for each controller location
    - vii. DVR/NVR/Camera/Intrusion Panel IP addresses
  - b. Client will be responsible for the following hardware and system support
    - i. Network configuration and support
    - ii. Power as required
  - c. All fire drops to be provided by client, and located at either the door or panel location specified by Intertech Security.
  - d. If required, all fire rated backboards and painting of backboards will be by others.
  - e. AC Power for Access Control System should be backed up via generator as the batteries supplied with the system are a temporary source of power.
  - f. Client is responsible for providing adequate space for equipment, which might include a recessed enclosure.

Client to provide dedicated 120 VAC, network connection(s), network address(es), and firewall rule(s) where required. Refer to 'Notes and Assumptions' in this proposal for additional considerations to the scope of services provided herein.

**System Components**

Manuf.	Qty	Model	Description	Unit Cost	Equip Mark up	Unit Selling	Total Selling
			Access Control				
ALTRONIX	3	AL600ULACM	24VDC 6A LOCK POWER SUPPLY/CONTROLLER WITH 8-FUSED OUTPUTS, FIRE DISCONNECT	\$ 197.99	10%	\$ 217.79	\$ 653.37
HID	24	920PTNNEK0000	iClass R40 Multi-Tech Card reader, Prox, black (Gray=change K to G)	\$ 139.48	10%	\$ 153.43	\$ 3,682.27
Hirsch	3	M8N2	Digitrac 8 door controller	\$2,165.00	10%	\$2,381.50	\$ 7,144.50
Hirsch	3	MEB/CB64	Memory Expansion Board - Code 64K - B	\$ 207.50	10%	\$ 228.25	\$ 684.75
Hirsch	1	AEB8	Alarm Expansion Board - 8 inputs	\$ 207.50	10%	\$ 228.25	\$ 228.25
Hirsch	24	MRIB	Match Reader interface board	\$ 95.00	10%	\$ 104.50	\$ 2,508.00
Hirsch	31	DTLM2	Digitrac line Modules 2	\$ 7.25	10%	\$ 7.98	\$ 247.23
Hirsch	31	EXMS	Exit Control Motion Sensor	\$ 130.00	10%	\$ 143.00	\$ 4,433.00
Hirsch	6	EPB5E	Exit Control Pushbutton, Round Red	\$ 55.00	10%	\$ 60.50	\$ 363.00
Hoffman	1	F66G48WK	6 X 6 X 48" Screw cover wireway	\$ 38.49	10%	\$ 42.34	\$ 42.34
Hoffman	1	F66G72WK	6 X 6 X 72" Screw cover wireway	\$ 48.37	10%	\$ 53.21	\$ 53.21
Hoffman	2	F66GCP	6 X 6 End Cap	\$ 3.95	10%	\$ 4.35	\$ 8.69
Mier	31	BW3000	GAMLOCK FOR SPLICE BOX	\$ 4.39	10%	\$ 4.83	\$ 149.70
Mier	31	BW104	12X9X4-1/2 INSTRUMENT BOX	\$ 20.50	10%	\$ 22.55	\$ 699.05
Intertech Security	24	0	Interface to Locking Hardware (provide y DIV 8 Contractor)	\$ -	10%	\$ -	\$ -
Molex	31	0	Terminal blocks	\$ 16.95	10%	\$ 18.65	\$ 578.00
			CCTV				
AXIS	17	0346-001	M3204-V Fixed dome with discreet and vandal-resistant casing. Varifocal 2.8-10 mm lens with fixed iris. Multiple, individually configurable H.264 and Motion JPEG streams; max HDTV 720p or 1 MP resolution at 30 fps. Video motion detection and active tampering alarm. Power over Ethernet. Midspan not included.	\$ 393.47	10%	\$ 432.82	\$ 7,357.89
AXIS	12	0484-001	P3364-VE 12MM, DAY/NIGHT FIXED, 280x960* (approx. 1.3 MP) to 160x90 *1400x1050 (1.4 MP) scaled resolution available via VAPIX®, IP66- and NEMA 4X-rated, IK10 impact-resistant aluminum casing with integrated dehumidifying membrane. Power ;Class 3; max 12.1 W. -40 °F to 131 °F, Edge storage: SD/SDHC memory card slot (card not	\$ 656.99	10%	\$ 722.69	\$ 8,672.27

			included).				
AXIS	12	5504-821	AXIS T91D61 Wall Mount 1.5" NPS	\$ 61.99	10%	\$ 68.19	\$ 818.27
			AXIS P33-VE Series Pendant Kit With AXIS P33-VE Series PENDANT KIT it is possible to mount the AXIS P3343-VE, AXIS P3344-VE, AXIS P3346-VE AXIS P3363-VE and AXIS P3364-VE, AXIS P3367-VE, AXIS P3384-VE Fixed Dome Network Cameras on AXIS T91A Brackets or on standard 1.5" NPT threaded brackets. White		10%		
AXIS	12	5502-321		\$ 34.00		\$ 37.40	\$ 448.80
GENETEC	1	SMA-Base-S	SMA with a 1 year term	\$ 260.00	10%	\$ 286.00	\$ 286.00
GENETEC	29	SMA-CAM-S- 1Y	SMA Standard Camera - 1 year	\$ 11.70	10%	\$ 12.87	\$ 373.23
			Omnicast Standard software which includes: Up to 50 Camera archiver support, 1 Gateway, 5 client/user connections, Maps/Procedures, Audio Support, Web pack, 1 Virtual Matrix, Camera Sequences, 1 Keyboard connection, Alarm Management Module, Time Zone Support, NO Camera Licenses	\$ 383.50	10%	\$ 421.85	\$ 421.85
GENETEC	1	Om-S-Base					
GENETEC	29	Om-S-1C	1 camera connection	\$ 97.50	10%	\$ 107.25	\$ 3,110.25
GENETEC	1	Om-E-1FED	Federation Directory	\$ 149.50	10%	\$ 164.45	\$ 164.45
GENETEC	29	Om-E-1FEC	Federation Camera	\$ 14.95	10%	\$ 16.45	\$ 476.91
			Intrusion				
Sentrol	41	1076D	1" RECESSED STEEL DOOR / DPDT	\$ 12.50	10%	\$ 13.75	\$ 563.75
			Cable				
American Datalink	1100	184SP (1000')	18/4 STR CL2P Plenum OAS	\$ 217.59	10%	\$ 0.44	\$ 478.70
American Datalink	500	186SP (1000')	18/6 SHIELDED PLENUM	\$ 315.90	10%	\$ 0.69	\$ 347.49
						TOTAL	\$44,995.19

	Product Category (NIGP)	Hours	Unit	Cumulative
Installation Labor Hours (Security System Technician 1)	99050	660	\$85.00	\$56,100.00
Project Manager Hours	99050	82	\$125.00	\$10,250.00
Engineering Hours	99050	32	\$125.00	\$4,000.00
TOTAL				\$70,350.00

## Standard Warranty

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<b><u>PARTS:</u></b>	All parts will be repaired or replaced at Intertech Security's option for one-year from project completion, in accord with the terms, conditions and costs contained herein.
<b><u>LABOR:</u></b>	Labor is warranted for one-year from project completion. All labor to correct routine, non-emergency service problems is provided only during Intertech Security normal working hours, excluding holidays.
<b><u>EMERGENCY SERVICE:</u></b>	Emergency Charge is 1.5 times the service rate per hour in affect at the time of service for calls after Intertech Security working hours (calls after 2:00 pm may be considered after hours if same day service is required). Intertech Security recognized holidays are charged at 2 times the service rate per hour in affect at the time of service.
<b><u>EXCLUDED HARDWARE:</u></b>	Any equipment connected to the system not specifically associated with access control, VIDEO SURVEILLANCE or intrusion detection.
<b><u>SOFTWARE:</u></b>	Software is warranted to perform and operate in accordance with published specifications at the time of sale. In the event of a program defect, the sole obligation of Intertech Security shall be to make available all published modifications that correct program problems which are published within one (1) year from date of purchase, provided Purchaser has returned the Registration Form delivered with the software package.

Purchaser will be required to pay such labor charges as are scheduled by Intertech Security during the balance of the warranty period on a time and materials basis. The warranty will not apply to any product or installation which has been misused, abused, or altered.

THE ONLY WARRANTY PROVIDED INTERTECH SECURITY IS THE LIMITED WARRANTY STATED ABOVE WHICH SHALL NOT EXTEND BEYOND THE PERIOD STATED ABOVE. INTERTECH SECURITY MAKES NO OTHER WARRANTIES, EXPRESSED, IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO RESPONSIBILITY IS ASSUMED FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF INTERTECH SECURITY'S SYSTEM SALES AND ENGINEERING PERSONNEL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE WARRANTY PERIOD WILL COMMENCE WHEN CLIENT HAS BENEFICIAL USE OF THE SYSTEM, OR COMPLETION OF SYSTEM INSTALLATION, WHICHEVER OCCURS FIRST.

INTERTECH MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEMS IT INSTALLS OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEMS AND SERVICES ARE DESIGNED TO DETECT.

Note that for your convenience, Intertech Security offers Signature Service Plans which can provide:

- Shorter Telephone Response Times, reducing the standard 60 minute telephone response to 30 or 15 minutes;
- Faster On-site Arrival Times, reducing the standard next business day to 8 hours or 4 hours;
- Replacement Parts Coverage, upgrading the standard manufacturer repair to replacement availability or locally stocked replacement availability;
- Extension of coverage from business hours to 24/7;
- Priority in scheduling consistent with service plan level;
- Discounts on non-covered service calls consistent with service plan level;
- Preventive Maintenance;
- Availability of telephone technical support and other benefits consistent with service plan level.

*In the absence of an optional Signature Service Plan, the 1-year Standard Warranty above applies.*

## Notes and Assumptions

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### GENERAL

- A. All installation labor, final connections, and testing shall be performed during normal business hours of Monday through Friday 8:00 AM to 5:00 PM.
- B. It's assumed that all existing electronic equipment that will be re-used is in good working condition and fully adjusted for proper operation by others. Any equipment requiring repairs or adjustments for proper functionality will be considered to be out of the scope of the contract (unless specifically included in the proposal Intertech Security) and will be billed to client at pricing consistent with this proposal.
- C. All 120VAC electrical requirements to Intertech Security equipment shall be provided and installed by others to Intertech Security specified locations.
- D. All LAN connections and phone lines to Intertech Security equipment shall be provided and installed by others to Intertech Security specified locations.
- E. Standard one-year warranty applies to equipment supplied by Intertech Security.
- F. Standard one-year warranty applies to labor supplied by Intertech Security.
- G. The client is required to provide a single point of contact for all project communications and decisions. Timely responses are required to meet project timelines and budgets.
- H. Supply and installation of conduit or wire mold, except where noted herein, furnished with drag lines is not included.
- I. Provision of space for and a suitable operating environment for Data Collection Panel equipment in field locations as well as equipment at the monitoring/control location is not included and is responsibility of the client.
- J. Additional Materials and/or Work: Data for the preparation of the proposal is based on existing site conditions and/or site plans and blueprints available to Intertech Security at the time the proposal was prepared. Any changes in site conditions and/or blueprints which occur after proposal preparation that may have cost and/or operational impact will be subject to a change order which may be above or below the original proposal (contract) price.
- K. Lightning Protection: Equipment furnished and installed by Intertech Security is provided with the equipment manufacturer's standard lightning and/or transient protection. **NO GUARANTEE IS PROVIDED AGAINST EQUIPMENT AND/OR SYSTEM DAMAGE DUE TO EITHER LIGHTNING AND/OR LINE POWER TRANSIENTS.**

### ACCESS CONTROL

- A. It's assumed that any electronic door hardware is provided, installed, and fully adjusted for proper operation by others and will not pull over 0.5 Amps at 24VDC. Any hardware requiring more amperage or any mechanical adjustments for proper functionality will be considered to be out of the scope of the contract and will be billed to client at pricing consistent with this proposal.
- B. The client will populate the card holder database and define/program access levels, time zones, personnel data, programming maps, alarm message definitions and instructions, and any user defined data.
- C. If applicable, Client shall provide and install a server-class PC, meeting or exceeding recommended specifications for provided Access Control Software, unless otherwise noted in the System Description.
- D. If a server-class PC is provided by Intertech Security, service and maintenance shall be provided by the PC vendor. Intertech Security is only responsible for support of the Access Control software application.
- E. Client shall provide and install workstation-class PC's for all remote view stations, as needed, unless otherwise indicated in the System Description.
- F. Fire Alarm Release at Intertech Security designated location is the responsibility of the customer and fire alarm service provider for the site.
- G. Supply and/or installation of doors, locks, hardware and other structural changes except as specifically noted herein is not included.
- H. Elevator travel cable, cab device installation, and control interface by others.

### VIDEO SYSTEM

- A. Elimination of electromagnetic interference or RFI interference which may hinder operation of system is responsibility of customer.
- B. Current and future lighting requirements are the responsibility of the customer and are not included.
- C. Appropriate furniture or shelving of equipment is not included unless otherwise noted in the System Description.

### INTRUSION ALARM AND MONITORING

- A. A separate monitoring agreement and account information is required for all monitoring services.
- B. Phone line installation, activation, and extension of demarcation to Intertech Security specified location(s) is the responsibility of the client.

### FIRE ALARM

- A. System design changes required to comply with governmental authorities; Fire Marshal, etc. are not included. Such changes may result in a contract price increase.
- B. Permits, Engineering Fees, Licensing, or AHJ system testing are not included unless otherwise noted in the System Description.

## Summary of Monitoring & Signature Service Plan Acceptance

The following services are available for the monitoring of intrusion, fire and panic alarms, video surveillance, reporting, extended warranty, preventive maintenance, and related services (\*services not checked below have been declined):

**Provided\*      Services Offered**

- |  |   |
|--|---|
| <input type="checkbox"/> Commercial Agreement          | Commercial Agreement for this job attached.<br>(Does not apply when ESA or SSA selected)  |
| <input type="checkbox"/> Master Agreement              | Master Agreement attached.  |
| <input type="checkbox"/> Existing Master Agreement     | Existing Master Agreement is on file.   |
| <input type="checkbox"/> Monitoring Services           | Monitoring Agreement and Schedule A attached  |
| <input type="checkbox"/> Monitoring Test Period        | Alarms will not be actioned during testing period if AUTHORIZED _____   |
| <input type="checkbox"/> Cellular/Satellite Backup*    | This service provides connectivity to the monitoring center<br>in the event that the landline is damaged or defective.*<br>*Appropriate equipment required. |
| <input type="checkbox"/> Extended Service Agreement    | One of Intertech Security's Signature Service Plans selected and<br>Exhibit A to Master Agreement attached.   |
| <input type="checkbox"/> Premium                       |   |
| <input type="checkbox"/> Plus                          |   |
| <input type="checkbox"/> Standard                      |   |
| <input type="checkbox"/> 1 Year Agreement              |   |
| <input type="checkbox"/> 2 Year Agreement              |   |
| <input type="checkbox"/> 3 Year Agreement              |   |
| <input type="checkbox"/> 4 Year Agreement              |   |
| <input type="checkbox"/> 5 Year Agreement              |   |
| <input type="checkbox"/> Software Support Agreement    | Provides software vendor maintenance;<br>Exhibit B to Master Agreement attached.  |
| <input type="checkbox"/> Remote Video Service          | Remote Video Service Agreement attached.  |
| <input type="checkbox"/> Remote Access Control Service | Remote Access Control Agreement attached.   |

### Client's Authorized Signature of Acceptance

Signature \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

### Intertech Security Authorized Signature of Acceptance

Signature \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

**Attachment A: Extended Service Agreement**

<b>Job Name: Plaza De Armas</b>				<b>Job Number: 14-2041SA</b>		
	<b>Premium</b>	<b>Plus</b>	<b>Standard</b>	<b>1st year Warranty</b>	<b>Block of Hours</b>	<b>Time and Materials</b>
Guaranteed telephone response	15 minutes	30 minutes	60 minutes	60 minutes	60 minutes	-
Guaranteed arrival time	within 4 hours	8 hours	Next Business Day	-	-	-
Parts coverage	Y stocked locally	Y	Y	Y	N	N
Labor coverage	Y	Y	Y	Y	Y	N
Hours covered	24/7/365	24/7/365	8-5, M-F	8-5, M-F	8-5, M-F	8-5, M-F
Scheduling priority code	1	2	3	3	4	5
Preventive maintenance coverage	One visit Security/year	One visit Security/year	N	N	-	-
Technical Phone Support	Y	Y	N	N		
Service Review Meeting	Quarterly	Annually	Annually	N		
Security Assessment	Y	N	N	N		
Technology Roadmap Review	Y	N	N	N		
System Administrator Training	8 hours per year	N	N	N		
Discounted Service Rates	20%	15%	10%		Based on Block size	
Named Support Team	Y	N	N	N		
System Integration Package (SIP)	Y	Y	N	N		
<b>Year 1</b>	<b>\$6,571.34</b>	<b>\$5,914.21</b>	<b>\$4,139.95</b>			<b>Services Agreed to:</b>
<b>Year 2</b>	<b>\$7,228.48</b>	<b>\$6,505.63</b>	<b>\$4,553.94</b>			<b>ESA CCTV</b>
<b>Year 3</b>	<b>\$7,951.33</b>	<b>\$7,156.19</b>	<b>\$5,009.33</b>			<b>ESA Access</b>
<b>Total (3 years)</b>	<b>\$21,751.15</b>	<b>\$19,576.03</b>	<b>\$13,703.22</b>			<b>ESA Intrusion</b>
<b>Year 4</b>	<b>\$8,746.46</b>	<b>\$7,871.81</b>	<b>\$5,510.27</b>			<b>ESA Fire</b>
<b>Year 5</b>	<b>\$9,621.10</b>	<b>\$8,658.99</b>	<b>\$6,061.30</b>			<b>ESA Nurse Call</b>
<b>Total (5 years)</b>	<b>\$40,118.71</b>	<b>\$36,106.84</b>	<b>\$25,274.79</b>			<b>SSA</b>

**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 local 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 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 local 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.

A local business (a.k.a. a City Business) is defined as a business headquartered within the incorporated San Antonio city limits OR one that meets the following conditions:

- Has an established place of business for at least one year 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 local 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.

**THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING TO BE IDENTIFIED AS A LOCAL BUSINESS**

Name of Business:	Intertech Security, LLC	
Physical Address:	10634 Gulfdale St. Suite 2	
City, State, Zip Code:	San Antonio, TX 78216	
Phone Number:	210-305-5130	
Email Address:	msaxon@intertechsecurity.com	
Is Business headquartered within the incorporated San Antonio city limits?	Yes	<input checked="" type="radio"/> No

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

(circle one)		
If the answer to the question above is "Yes", stop here. If the answer to the above question is "No", provide responses to the following questions:		
Is the business located in the incorporated San Antonio city limits? (circle one)	<input checked="" type="radio"/> Yes	No
Has the business been located in the incorporated San Antonio city limits for at least one year? (circle one)	<input checked="" type="radio"/> Yes	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="radio"/> 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="radio"/> 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)	<input checked="" type="radio"/> Yes	No

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Local 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 Local Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation and 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.

RESPONDENT'S FULL NAME:

Michael Saxon  
(Print Name) Authorized Representative of Respondent

  
(Signature) Authorized Representative of Respondent

General Manager  
Title

10/16/2014  
Date

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



## CITY OF SAN ANTONIO SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

SOLICITATION NAME: *Annual Contract for City Wide Security Systems Installation, Maintenance and Service*

RESPONDENT NAME: Intertech Security, LLC

SOLICITATION API: *Minority / Women-Owned Business Enterprise (M/WBE) Subcontracting Program*

API REQUIREMENTS: Respondents must demonstrate commitment to satisfy a twenty-five percent (11%) M/WBE subcontracting goal. Self-performance by M/WBE prime respondents does not count toward this subcontracting goal. **Commitment to meet subcontracting requirement must be demonstrated by writing the company name and SAePS vendor number of each subcontractor/supplier\*\*.** In the absence of a waiver granted by the Small Business Office, failure of a Respondent to commit to satisfying the M/WBE subcontracting goal shall render its response NON-RESPONSIVE. To qualify as an M/WBE pursuant to the SBEDA Ordinance, a vendor must also be an SBE. S/M/WBEs must be certified with the South Central Texas Regional Certification Agency and be headquartered or have Significant Business Presence in the San Antonio Metropolitan Statistical Area to receive preference points. Please be sure to indicate dollar value or percentage of the value of the contract that will be paid to the subcontractors (if any). For further clarification, please contact David Rodriguez at (210) 207-0071.

Enter Respondent's (Prime) proposed contract participation level. Leave blank for revenue generating contracts.

	PARTICIPATION DOLLAR AMOUNT	% LEVEL OF PARTICIPATION	CERTIFICATION TYPE AND NUMBER	TYPE OF WORK TO BE PERFORMED (BY NIGP CODE)
Prime: Intertech Security, LLC	\$	89 %		20482, 20488, 20491, 20495, 20710, 20747
SAePS Vendor #: 10021488			SCTRCA #:	

List ALL subcontractors/suppliers that will be utilized for the entire contract period, excluding possible extensions, renewals and/or alternates. Use additional pages if necessary.

Sub: Artcom Associates, Inc.	\$	11 %	SBE, M/WBE, HBE, DBE	20482, 20488, 20491, 20495, 20710, 20747
SAePS Vendor #: 20024971			SCTRCA #: <span style="background-color: black; color: black;">XXXXXXXXXX</span>	
Sub:	\$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	\$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	\$	%		
SAePS Vendor #:			SCTRCA #:	

\*\* Prime respondent and all subcontractors/suppliers must be registered in the City of San Antonio Electronic Procurement System (SAePS). To learn more about how to register, please call (210) 207-0118 or visit <http://www.sanantonio.gov/purchasing/saeps.aspx>.

Sub:	\$	%	
SAePS Vendor #:			SCTRCA #:
Sub:	\$	%	
SAePS Vendor #:			SCTRCA #:
Sub:	\$	%	
SAePS Vendor #:			SCTRCA #:
Sub:	\$	%	
SAePS Vendor #:			SCTRCA #:
Sub:	\$	%	
SAePS Vendor #:			SCTRCA #:
A.Total Prime Participation:	\$	89 %	A. Total base bid amount to be kept by prime.
B.Total Sub Participation:	\$	%	B. Total amount prime will pay to certified and non-certified subcontractors/suppliers
C.Total Certified Sub Participation:	\$	11 %	C. Total amount prime will pay to certified subcontractors/suppliers per the eligibility requirements stated above
D.Total Prime & Sub Participation*:	\$	100 %	D. Total prime and subcontractor(s)/supplier(s) participation must equal your base bid amount (A+B)

If a business is not certified, please call the Small Business Program Office at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.

I HEREBY AFFIRM THAT I POSSESS DOCUMENTATION FROM ALL PROPOSED SUBCONTRACTORS/SUPPLIERS CONFIRMING THEIR INTENT TO PERFORM THE SCOPE OF WORK FOR THE PRICE INDICATED ABOVE. I FURTHER AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

Print Name: Michael Saxon

Sign: 

Title: General Manager

Date: 10/16/2014

\*\*\*\*\*  
FOR CITY USE

Action Taken: Approved

Denied

ASSISTANT DIRECTOR  
ECONOMIC DEVELOPMENT DEPARTMENT

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

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**Authority.** The City of San Antonio Veteran-Owned Small Business Preference Program Ordinance 2013-12-05-0864 adopted a veteran-owned small business preference program for specific contracting categories for solicitations issued after January 15, 2014.

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

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

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

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

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

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

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

SOLICITATION NAME/NUMBER: RFO 6100005079

Name of Respondent:	Intertech Security, LLC	
Physical Address:	10634 Gulfdale St., Suite 2	
City, State, Zip Code:	San Antonio, TX 78216	
Phone Number:	210-305-5130	
Email Address:	msaxon@intertechsecurity.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="radio"/> 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="radio"/> No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Dollar Amount		

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

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

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ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on Veteran-Owned Small Business Program Tracking 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 Program Tracking Form may be investigated and I hereby give my full permission for any such investigation. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

BIDDER/RESPONDENT'S FULL NAME:

Michael Saxon

(Print Name) Authorized Representative of Bidder/Respondent



(Signature) Authorized Representative of Bidder/Respondent

General Manager

Title

10/16/2014

Date

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

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

### OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

Intertech Security

2  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

None

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each employment or business relationship with the local government officer named in this section.

4



Signature of person doing business with the governmental entity

10-16-2014

Date



**CONFLICT OF INTEREST QUESTIONNAIRE ADDENDUM FORM CIQ-A**  
**For vendor or other person doing business with local governmental entity**

Completed Conflict of Interest Questionnaires and Conflict of Interest Questionnaire Addenda are to be submitted by all individuals and/or entities who seek to do business with the City of San Antonio. Completed Forms shall be filed with the City Clerk no later than the 7th business day after the date the person/entity: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City.

A CIQ and CIQ Addendum are required to be filed for EACH solicitation submitted, and are required to be submitted together.

1 Name of person who has or is seeking to have a business relationship with the City of San Antonio.

Michael Saxon

2 Name of Company that has or is seeking to have a business relationship with the City of San Antonio.

Intertech Security, LLC

2a Business Contact information for Company listed above.

Business Address: 10634 Gulfdale St., Suite 2, San Antonio Texas 78216

Phone: 210-305-5130

Email: msaxon@intertechsecurity.com

3 Bid Name or Description of Service

ANNUAL CONTRACT FOR CITY WIDE SECURITY SYSTEMS INSTALLATION, MAINTENANCE AND SERVICE

4 Printed name of person doing business with the City of San Antonio (same as denoted on Box 4 of Form CIQ).

Michael Saxon

Completed Conflict of Interest Questionnaires and Addenda should be mailed or hand-delivered separately from the solicitation (bid) to one of the following addresses:

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

Physical Address: Office of the City Clerk  
City Hall, 2nd Floor  
100 Military Plaza  
San Antonio, TX 78205

Print Form

	% Mark up		10
	Unit Price After Mark up (B)	\$3.25	
	Price List Information and Date	10/17/14	
	Extended Price (A x B)	\$13,000.00	
3	SMA-BASE-1Y - VIDEO MGMT SOFTWARE-GENETEC SOFTWARE SUPPORT 1Y		
	Estimated Annual Usage Each (A)		24
	Unit Price Before Mark up	\$300.00	
	% Mark up		10
	Unit Price After Mark up (B)	\$330.00	
	Price List Information and Date	10/17/14	
	Extended Price (A x B)	\$7,920.00	
4	BW104 - MOUNTING BOX-MISC.		
	Estimated Annual Usage Each (A)		280
	Unit Price Before Mark up	\$21.65	
	% Mark up		10
	Unit Price After Mark up (B)	\$23.82	
	Price List Information and Date	10/17/14	
	Extended Price (A x B)	\$6,669.60	
5	AL600ULACM - ALTRONIX POWER SUPPLY - 115VAC		
	Estimated Annual Usage Each (A)		35
	Unit Price Before Mark up	\$232.16	
	% Mark up		10
	Unit Price After Mark up (B)	\$255.38	
	Price List Information and Date	10/17/14	
	Extended Price (A x B)	\$8,938.30	
6	CR-ICRP40PIV - CARD READER - HID ICLASS/PROX/PIV - WS		
	Estimated Annual Usage Each (A)		280
	Unit Price Before Mark up	\$222.50	
	% Mark up		10
	Unit Price After Mark up (B)	\$244.75	
	Price List Information and Date	10/17/14	
	Extended Price (A x B)	\$68,530.00	
7	0285-004 - AXIS NETWORK CAMERA - M3014		
	Estimated Annual Usage Each (A)		200
	Unit Price Before Mark up	\$384.22	
	% Mark up		10
	Unit Price After Mark up (B)	\$422.64	
	Price List Information and Date	10/17/14	
	Extended Price (A x B)	\$84,528.00	

8	D9412GV4-C - BOSCH W/ TRANS, D8103 STD ENCL, LOCK/KEY	
	Estimated Annual Usage Each (A)	12
	Unit Price Before Mark up	\$420.66
	% Mark up	10
	Unit Price After Mark up (B)	\$462.73
	Price List Information and Date	10/17/14
	Extended Price (A x B)	\$5,552.76
9	IDP-MP40LHS - ID PRINT - MAGICARD PRIMA4 OVERLAY LAMHS	
	Estimated Annual Usage Each (A)	4000
	Unit Price Before Mark up	\$576.99 - 1,000 per roll
	% Mark up	10
	Unit Price After Mark up (B)	\$634.69
	Price List Information and Date	10/17/14
	Extended Price (A x B)	\$2,538.76
10	EXMS - EXIT CONTROL MOTION SENSOR	
	Estimated Annual Usage Each (A)	280
	Unit Price Before Mark up	\$106.00
	% Mark up	10
	Unit Price After Mark up (B)	\$116.60
	Price List Information and Date	10/17/14
	Extended Price (A x B)	\$32,648.00
11	9600 - ELECTRIC STRIKE	
	Estimated Annual Usage Each (A)	280
	Unit Price Before Mark up	\$267.50
	% Mark up	10
	Unit Price After Mark up (B)	\$294.25
	Price List Information and Date	10/17/14
	Extended Price (A x B)	\$82,390.00
12	IS-MV - AIPHONE VIDEO MASTER STATION	
	Estimated Annual Usage Each (A)	6
	Unit Price Before Mark up	\$399.99
	% Mark up	10
	Unit Price After Mark up (B)	\$439.99
	Price List Information and Date	10/17/14
	Extended Price (A x B)	\$2,634.00

Please complete the following:

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

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

14-21 days to receive material from supplier.

City shall pay no other fees or expenses, unless expressly provided for herein.

Contractor shall provide the City with a 24 hour contact phone number:

Telephone Number: (210) 832.2483

Cell Phone Number: (210) 286.1334

Pager Phone Number: ( ) N/A

General Manager Phone Number: (972) 466-0900

**City of San Antonio Bid Tabulation**

Opened: October 17, 2014					
For: Annual Contract for City Wide Security Systems Installation, Maintenance and Service					
6100005079		LM	PHS-LOCAL	PHS-NON-LOCAL	
			Fisk Electric Company 8964 Broadway San Antonio, TX 78217 972-466-9088	Intertech Security, LLC 10634 Gulfdale St. Suite 2 San Antonio, TX 78206 210-305-5130	
Item	Description	Estimated Annual Quantity			
<b>I</b>	<b>Price Schedule with No Prevailing Wages</b>				
1	Program Manager - Standard Rate	1,040			
	Price Each		\$185.00		\$150.00
	Price Total		\$192,400.00		\$156,000.00
	Program Manager - Overtime Rate	100			
	Price Each		\$260.00		\$225.00
	Price Total		\$26,000.00		\$22,500.00
2	Project Manager - Standard Rate	2,080			
	Price Each		\$185.00		\$125.00
	Price Total		\$384,800.00		\$260,000.00
	Project Manager - Overtime Rate	100			
	Price Each		\$260.00		\$187.50
	Price Total		\$26,000.00		\$18,750.00
3	Lead Technician Labor - Standard Rate	2,080			
	Price Each		\$105.00		\$95.00
	Price Total		\$218,400.00		\$197,600.00
	Lead Technician Labor - Overtime Rate	100			
	Price Each		\$150.00		\$142.50
	Price Total		\$15,000.00		\$14,250.00
4	Technician Labor - Standard Rate	8,320			
	Price Each		\$95.00		\$85.00
	Price Total		\$790,400.00		\$707,200.00
	Technician Labor - Overtime Rate	80			
	Price Each		\$135.00		\$127.50
	Price Total		\$10,800.00		\$10,200.00
5	Applications Engineer - Standard Rate	1,040			
	Price Each		\$185.00		\$125.00
	Price Total		\$192,400.00		\$130,000.00
	Applications Engineer - Overtime Rate	100			
	Price Each		\$260.00		\$187.50
	Price Total		\$26,000.00		\$18,750.00
<b>II</b>	<b>Price Schedule with Prevailing Wages</b>				
1	Program Manager - Standard Rate	1,040			
	Price Each		\$185.00		\$150.00
	Prompt Payment Discount				
	Price Each with Prompt Payment Discount				
	Price Total				
	Percentage between lowest responsive bid and local bid:				
	Price differential				
	Local Preference award				
	Program Manager - Overtime Rate	100			
	Price Each		\$260.00		\$225.00
	Prompt Payment Discount				
	Price Each with Prompt Payment Discount				
	Price Total				
	Percentage between lowest responsive bid and local bid:				
	Price differential				
	Local Preference award				
2	Project Manager - Standard Rate	2,080			
	Price Each		\$185.00		\$125.00
	Prompt Payment Discount				
	Price Each with Prompt Payment Discount				
	Price Total				
	Percentage between lowest responsive bid and local bid:				
	Price differential				
	Local Preference award				

**City of San Antonio Bid Tabulation**

Opened: October 17, 2014			
For: Annual Contract for City Wide Security Systems Installation, Maintenance and Service			
6100005079		LM	
		<b>PHS-LOCAL</b>	<b>PHS-NON-LOCAL</b>
		Fisk Electric Company 8964 Broadway San Antonio, TX 78217 972-466-9088	Intertech Security, LLC 10634 Gulfdale St. Suite 2 San Antonio, TX 78206 210-305-5130
Item	Description	Estimated Annual Quantity	
	Project Manager - Overtime Rate Price Each Prompt Payment Discount Price Each with Prompt Payment Discount Price Total Percentage between lowest responsive bid and local bid: Price differential Local Preference award	100	\$260.00 \$187.50
3	Lead Technician Labor - Standard Rate Price Each Prompt Payment Discount Price Each with Prompt Payment Discount Price Total Percentage between lowest responsive bid and local bid: Price differential Local Preference award	2,080	\$105.00 \$95.00
	Lead Technician Labor - Overtime Rate Price Each Prompt Payment Discount Price Each with Prompt Payment Discount Price Total Percentage between lowest responsive bid and local bid: Price differential Local Preference award	100	\$150.00 \$142.50
4	Technician Labor - Standard Rate Price Each Prompt Payment Discount Price Each with Prompt Payment Discount Price Total Percentage between lowest responsive bid and local bid: Price differential Local Preference award	8,320	\$95.00 \$85.00
	Technician Labor - Overtime Rate Price Each Prompt Payment Discount Price Each with Prompt Payment Discount Price Total Percentage between lowest responsive bid and local bid: Price differential Local Preference award	80	\$135.00 \$127.50
5	Applications Engineer - Standard Rate Price Each Prompt Payment Discount Price Each with Prompt Payment Discount Price Total Percentage between lowest responsive bid and local bid: Price differential Local Preference award	1,040	\$185.00 \$125.00
	Applications Engineer - Overtime Rate Price Each Prompt Payment Discount Price Each with Prompt Payment Discount Price Total Percentage between lowest responsive bid and local bid: Price differential Local Preference award	100	\$260.00 \$187.50
III	<b>Materials by Manufacturer</b>		
A.	<b>AIPHONE:</b> Percent of markup offered Product Identification (Manufacturer) Types of Price Schedule (dealer, jobber, etc.) Price Schedule Number Date of Price Schedule Price schedule column on which discount is based (i.e. distributor, Net, wholesale, etc.)		10% 10% A/ Jobber N/A D9463-000 10/01/2014 10/10/14 Distributor Vendor Price

**City of San Antonio Bid Tabulation**

Opened: October 17, 2014			
For: Annual Contract for City Wide Security Systems Installation, Maintenance and Service			
6100005079		LM	
		<b>PHS-LOCAL</b>	<b>PHS-NON-LOCAL</b>
		Fisk Electric Company 8964 Broadway San Antonio, TX 78217 972-466-9088	Intertech Security, LLC 10634 Gulfdale St. Suite 2 San Antonio, TX 78206 210-305-5130
Item	Description	Estimated Annual Quantity	
B.	<b>ALTRONIX:</b> Percent of markup offered Product Identification (Manufacturer) Types of Price Schedule (dealer, jobber, etc.) Price Schedule Number Date of Price Schedule Price schedule column on which discount is based (i.e. distributor, Net, wholesale, etc.)		10% Altronix Subcontractor/Supplier N/A 10/10/14 Subcontractor/Supplier 10% AX Jobber D9463-000 10/01/2014 Vendor Price
C.	<b>AXIS:</b> Percent of markup offered Product Identification (Manufacturer) Types of Price Schedule (dealer, jobber, etc.) Price Schedule Number Date of Price Schedule Price schedule column on which discount is based (i.e. distributor, Net, wholesale, etc.)		10% Axis Jobber N/A 10/10/14 Distributor 10% Z4 Jobber D9463-000 10/01/2014 Vendor Price
D.	<b>BOSCH:</b> Percent of markup offered Product Identification (Manufacturer) Types of Price Schedule (dealer, jobber, etc.) Price Schedule Number Date of Price Schedule Price schedule column on which discount is based (i.e. distributor, Net, wholesale, etc.)		10% Bosch Dealer N/A 4/10/14 Dealer 10% BOSCH Dealer IFAS Column 6 Price List 6-1-14 6/14 Column 6
E.	<b>DIGI-TRAC:</b> Percent of markup offered Product Identification (Manufacturer) Types of Price Schedule (dealer, jobber, etc.) Price Schedule Number Date of Price Schedule Price schedule column on which discount is based (i.e. distributor, Net, wholesale, etc.)		10% Hirsch Dealer N/A 11/2013 Dealer 10% Identiv Dealer 2013_PL_Nov_PACS 11/2013 Dealer Price
F.	<b>EXMS:</b> Percent of markup offered Product Identification (Manufacturer) Types of Price Schedule (dealer, jobber, etc.) Price Schedule Number Date of Price Schedule Price schedule column on which discount is based (i.e. distributor, Net, wholesale, etc.)		10% Securitron Jobber N/A 10/10/14 Distributor 10% Identiv Dealer 2013_PL_Nov_PACS 11/2013 Dealer Price
G.	<b>GENETEC:</b> Percent of markup offered Product Identification (Manufacturer) Types of Price Schedule (dealer, jobber, etc.) Price Schedule Number Date of Price Schedule Price schedule column on which discount is based (i.e. distributor, Net, wholesale, etc.)		10% Genetec Dealer N/A 3/10/14 Dealer 10% Genetec Dealer N/A 10/8/2014 Price (USD)
H.	<b>HES:</b> Percent of markup offered Product Identification (Manufacturer) Types of Price Schedule (dealer, jobber, etc.) Price Schedule Number Date of Price Schedule Price schedule column on which discount is based (i.e. distributor, Net, wholesale, etc.)		10% ASSA ABLOY Subcontractor/Supplier N/A 10/10/14 Subcontractor/Supplier 10% HES Jobber D9463-000 10/13/2014 Vendor Price
I.	<b>HID:</b> Percent of markup offered Product Identification (Manufacturer) Types of Price Schedule (dealer, jobber, etc.) Price Schedule Number Date of Price Schedule Price schedule column on which discount is based (i.e. distributor, Net, wholesale, etc.)		10% HID Dealer N/A 10/10/14 Dealer 10% HID Jobber D9463-000 10/13/14 Vendor Price

**City of San Antonio Bid Tabulation**

Opened: October 17, 2014			
For: Annual Contract for City Wide Security Systems Installation, Maintenance and Service			
6100005079		LM	
		<b>PHS-LOCAL</b>	<b>PHS-NON-LOCAL</b>
		Fisk Electric Company 8964 Broadway San Antonio, TX 78217 972-466-9088	Intertech Security, LLC 10634 Guifdale St. Suite 2 San Antonio, TX 78206 210-305-5130
Item	Description	Estimated Annual Quantity	
J.	<b>HIRSCH:</b> Percent of markup offered Product Identification (Manufacturer) Types of Price Schedule (dealer, jobber, etc.) Price Schedule Number Date of Price Schedule Price schedule column on which discount is based (i.e. distributor, Net, wholesale, etc.)		10% Hirsch Dealer N/A 11/2013 Dealer
			10% Identiv Dealer 2013_PL_Nov_PACS 11/2013 Dealer Price
K.	<b>MAGI-CARD:</b> Percent of markup offered Product Identification (Manufacturer) Types of Price Schedule (dealer, jobber, etc.) Price Schedule Number Date of Price Schedule Price schedule column on which discount is based (i.e. distributor, Net, wholesale, etc.)		10% Magi-Card Jobber N/A 10/10/14 Distributor
			10% Identiv Dealer 2013_PL_Nov_PACS 11/2013 Dealer Price
L.	<b>MYER:</b> Percent of markup offered Product Identification (Manufacturer) Types of Price Schedule (dealer, jobber, etc.) Price Schedule Number Date of Price Schedule Price schedule column on which discount is based (i.e. distributor, Net, wholesale, etc.)		10% Mier Products Subcontractor/Supplier N/A 10/10/14 Subcontractor/Supplier
			10% Mier Jobber D9463-000 10/13/2014 Vendor Price
M.	<b>SECURITIRON:</b> Percent of markup offered Product Identification (Manufacturer) Types of Price Schedule (dealer, jobber, etc.) Price Schedule Number Date of Price Schedule Price schedule column on which discount is based (i.e. distributor, Net, wholesale, etc.)		10% Securition Subcontractor/Supplier N/A 10/10/14 Subcontractor/Supplier
			10% SN Jobber D9463-000 10/13/2014 Vendor Price
N.	<b>VELOCITY:</b> Percent of markup offered Product Identification (Manufacturer) Types of Price Schedule (dealer, jobber, etc.) Price Schedule Number Date of Price Schedule Price schedule column on which discount is based (i.e. distributor, Net, wholesale, etc.)  Specified Items for Bid Evaluation Only  Prompt Payment Terms  Delivery		10% Hirsch Dealer N/A 11/2013 Dealer  Net 30 14 - 21 Days
			10% Identiv Dealer 2013_PL_Nov_PACS 11/2013 Dealer Price  2%, 10 Days 7 - 14 Days
	Estimated Annual Total		\$1,500,000.00
	Estimated Annual Award		\$1,500,000.00