

AN ORDINANCE 2014 - 02 - 20 - 0094

**ACCEPTING THE BID FROM INTERPOOL, INC. TO PROVIDE THE PARKS AND RECREATION DEPARTMENT WITH UPGRADES TO THE POOL FILTRATION SYSTEM AT MONTERREY PARK, ROOSEVELT PARK AND DELLVIEW PARK MUNICIPAL SWIMMING POOLS FOR A TOTAL COST OF \$291,250.00, FUNDED FROM THE PARKS AND RECREATION DEPARTMENT GENERAL FUND OPERATING BUDGET.**

\* \* \* \* \*

**WHEREAS**, a bid was submitted to provide the Parks and Recreation Department with upgrades to the pool filtration systems at Monterrey Park, Roosevelt Park and Dellview Park municipal swimming pools; and

**WHEREAS**, the bid was submitted by Interpool, Inc. for a total cost of \$291,250.00; **NOW THEREFORE**:

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

**SECTION 1.** The bid submitted by Interpool, Inc. to provide the Parks and Recreation Department with upgrades to the pool filtration systems at Monterrey Park, Roosevelt Park and Dellview Park municipal swimming pools for a total cost of \$291,250.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. The bid tabulation sheet and contract are attached hereto and incorporated herein for all purposes as **Exhibit I**.

**SECTION 2.** Funding in the amount of \$148,583.00 for this ordinance is available in Fund 11001000, Cost Center 2615020001 and General Ledger 5204050, as part of the Fiscal Year 2013 Carry Forward.

**SECTION 3.** Funding in the amount of \$142,667.00 for this ordinance is available in Fund 11001000, Cost Center 2615020001 and General Ledger 5204050, as part of the Fiscal Year 2014 Budget.

**SECTION 4.** Payment not to exceed the budgeted amount of \$291,250.00 is authorized to Interpool, Inc., and should be encumbered with a purchase order.

**SECTION 5.** 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 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 6.** This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage hereof.

**PASSED AND APPROVED** this 20<sup>th</sup> day of February, 2014.

  
M A Y O R  
Julián Castro

**ATTEST:**

**APPROVED AS TO FORM:**

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

  
\_\_\_\_\_  
Robert F. Greenblum, City Attorney

<b>Agenda Item:</b>	5 ( in consent vote: 4, 5, 7, 8, 9, 11, 12, 12A, 12B, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 )
<b>Date:</b>	02/20/2014
<b>Time:</b>	09 23 29 AM
<b>Vote Type:</b>	Motion to Approve
<b>Description:</b>	An Ordinance accepting the bid from Interpool, Inc to provide the Parks and Recreation Department with upgrades to the pool filtration system at Monterrey Park, Roosevelt Park and Dellview Park municipal swimming pools for a total cost of \$291,250 00, funded from the Parks and Recreation Department General Fund operating budget [Ben Gorzell, Chief Financial Officer, Troy Elliott, Director, Finance]
<b>Result:</b>	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x			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 Bid Tabulation**

Opened		January 13, 2014	
For		Pool Filtration Upgrades at Monterrey, Roosevelt, and Dellview Swimming Pools	
6100003382		JG	Interpool Inc P O Box 680125 San Antonio, TX 78268 210-521-4197
Item	Site Location	Quantity	
1	Upgrade Pool Filtration System - Dellview Price each	1	\$98,250 00
2	Upgrade Pool Filtration System - Monterrey Price each	1	\$94,850 00
3	Upgrade Pool Filtration System - Roosevelt Price each	1	\$98,150 00
	Payment Terms		2%, 10 Days
	Total		\$291,250 00
<b>Total Award</b>			<b>\$291,250.00</b>



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

**FORMAL INVITATION FOR BID ("IFB") NO.: 6100003382**

**POOL FILTERATION UPGRADES AT MONTERREY, ROOSEVELT, AND  
DELLVIEW SWIMMING POOLS**

**Date Issued: DECEMBER 13, 2013**

**ORIGINAL**

**BIDS MUST BE RECEIVED NO LATER THAN:  
2:00 PM JANUARY 10, 2014**

Bids may be submitted by any of the following means:

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

Address for hard copy responses:

**Physical Address:**  
City Clerk's Office  
100 Military Plaza  
2<sup>nd</sup> Floor, City Hall  
San Antonio, Texas 78205

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

For Hard Copy Submissions, Mark Envelope

"POOL FILTERATION UPGRADES AT MONTERREY, ROOSEVELT, AND DELLVIEW SWIMMING  
POOLS"

Bid Due Date: 2:00 p.m., JANUARY 10, 2014

Bid No.: 6100003382

Bidder's Name and Address

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NOT APPLICABLE      DBE / ACDBE Requirements: NO

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

Pre-Submittal Conference \* YES

\* If YES, the Pre-Submittal conference will be held on DECEMBER 19, 2013 at 9:00 AM at RON DARNER PARKS&REC OPERATIONS HEADQUARTERS; 5800 OLD HWY 90 WEST; SAN ANTONIO, TX 78227

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

Email: JENNIFER.GATES@SANANTONIO.GOV

SBEDA Contact Information: EDSON ZAVALA, 210-207-3962, EDSON.ZAVALA@SANANTONIO.GOV

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## 003 - INSTRUCTIONS FOR BIDDERS

### Submission of Bids.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

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

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

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

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

### Pre-Submittal Conference.

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

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

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

### Changes to IFB.

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

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

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

#### Preparation of Bids.

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

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

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

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

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

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

#### Description of Supplies.

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

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

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

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

#### Estimated Quantities for Annual Contracts.

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

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

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

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

**Interlocal Participation.**

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

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

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

**Rejection of Bids.**

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

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

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

The bid is conditional; or

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

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

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

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

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

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

**Evaluation and Award of Contract.**

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

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

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

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

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

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

#### Inspection of Facilities/Equipment.

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

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

#### Prompt Payment Discount.

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

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

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

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

#### Bid Protest Procedures.

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

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

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

Prohibited Financial Interest. The Charter of the City of San Antonio and 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 bids, 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." Bidder should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed bid. The Purchasing Division will not deliver the form to the City Clerk for you.

## 004 - SPECIFICATIONS / SCOPE OF SERVICES

1. **SCOPE:** The City of San Antonio is soliciting bids for the purchase and installation of upgraded swimming pool filtration systems at the Dellview Swimming Pool, Monterrey Swimming Pool, and Roosevelt Swimming Pool in accordance with the specifications listed herein.
2. **GENERAL CONDITIONS:** The following general conditions will apply to all items within this bid unless specifically excluded within any item.
  - 2.1 **Worksite Addresses:**
    1. **Dellview Park**  
507 Basswood  
San Antonio, TX 78213
    2. **Monterrey Park**  
5909 W. Commerce  
San Antonio, TX 78237
    3. **Roosevelt Park**  
331 Roosevelt  
San Antonio, TX 78210
  - 2.2 **Projects must be completed on or by April 18, 2014:**
  - 2.3 **Installation shall be completed Monday – Friday, 8:00 am – 5:00 pm. Installation may also occur during the weekend when approved by the Parks and Recreation Department representative.**
  - 2.4 **There will be a pre-submittal conference to be held on December 19, 2013 at 9:00 AM. The conference will take place in the Pecan Conference Room # 075 at the Ronald R. Damer Parks and Recreation Operations Headquarters (located behind Nelson Wolff Stadium); 5800 Old Highway 90 West; San Antonio, TX 78227. The conference will be followed by a tour of one of the worksites so that bidders may be familiarized with the anticipated scope of service.**
  - 2.5 **All material, equipment, labor, and training costs must be included in the total price.**

### 2.6 General Requirements:

The contractor shall supply all labor, materials, equipment, permits, for the proper execution and completion of the work; and shall construct in the best and most workmanlike manner complete installation and everything incidental thereto, as stated in the specifications.

Contractor shall provide full time supervision and properly skilled craftsman to perform the work required under this bid invitation. Unless specified to the contrary, all material used shall be new and of the best kind and grades and all workmanship shall be up to the best recognized standards known to the various trades.

**Installation Schedule:** The contractor must complete installation by April 18, 2014. Dellview. Installation schedule shall be coordinated with the Parks and Recreation Department or authorized representative(s). Contractor's employees, trucks, apparatus, etc. shall be under escort by badged, authorized representative(s). Security requirements dictate that contractor's equipment must be easily identified by a company logo.

### 2.7 City Responsibilities:

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

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

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

### 2.8. Contractor Responsibilities:

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

**Uniform and ID Badges:** Ensure that all contractor personnel, including any subcontractors, wear uniforms and an ID Badge at all times. At the City's request, the contractor may be requested to conduct employee background checks, to the extent allowable by law, including, at a minimum, references and prior employment histories to the extent necessary to verify representations made by said employees relative to their employment in the preceding five years.

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

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

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

**3. QUANTITY and DESCRIPTION of Item Purchases:**

ITEM	QUANTITY	DESCRIPTION
1	1 Each	UPGRADE POOL FILTRATION SYSTEM - Dellview
2	1 Each	UPGRADE POOL FILTRATION SYSTEM - Monterrey
3	1 Each	UPGRADE POOL FILTRATION SYSTEM - Roosevelt

**4. SPECIFICATIONS**

**Items 1 and 2 – SWIMMING POOL FILTER SYSTEM UPGRADE: DELLVIEW SWIMMING POOL AND MONTERREY SWIMMING POOL**

**SCOPE OF WORK: Pump room**

1. Remove all existing piping and valves in pump room.
2. Remove existing pump.
3. Install all new PVC piping and valves in pump room and connect to existing piping at flanges.
4. Install one (1) new 10 hp Pentair BRONZE "C" series pump and strainer or City-approved equal.
5. Core necessary holes to bring suction, return, and backwash lines to correct locations and connect.

**SCOPE OF WORK: Existing filter**

1. Remove all media from existing filter.
2. Modify existing filter to convert existing filter into a balanced tank.
3. Core necessary holes between filter cells and surge pit.
4. Install 6" concrete slab with access covered with a 2' X 4' fiberglass grating over existing filter to include all necessary beams and accesses to surge pit.
  - A. All reinforcing steel in slab will be ½" on 12" centers.
  - B. Beams will be 12" wide.
  - C. Concrete will be 3000 psi

**SCOPE OF WORK: New filter installation**

1. Furnish and install two 71" fiberglass filters with 6" connections and a single 6" PVC four valve manifold.
2. Connect filters to pressure, return, and backwash lines located in pump room.

3. Install correct media in filters.
4. Perform start-up and one-time, on-site training for new filter system at pool location.

**SCOPE OF WORK: Pool returns piping**

1. Saw cut concrete decking along both long axis of pool and remove all necessary concrete.
2. Trench around pool to allow for the insertion of new PVC pipe.
3. Install new pipe in trench and bed in a minimum of 6" of sand
4. Core holes in wall of pool to allow for installation of the necessary number of return inlets to be installed.
5. Seal around all penetrations in the pool wall.
6. Drill and dowel existing concrete to allow for insertion of ½" steel reinforcing to be installed on 12" centers.
7. Pour and finish deck using 3000 psi concrete.

**GENERAL REQUIREMENTS:**

1. Contractor will perform all necessary clean-up.
2. All work will meet the Texas State Department of Health's requirement for public swimming pools.
3. All materials will be NSF certified and approved for use in swimming pools
4. Price must include all labor, material, and clean up.
5. Vendor is responsible for permits, bonding, water pipes, electrical wiring, landscaping, or gas lines.

**SWIMMING POOL FILTRATION, RECIRCULATION, CONTROL AND CHEMICAL EQUIPMENT**

**PART 1 - GENERAL**

**1.01 – DESCRIPTION OF WORK**

- A. Provide all swimming pool filtration/recirculation equipment, and necessary work to completely install the specified equipment as indicated below and specified herein, including:
1. Assembly and installation
  2. Piping and valves
  3. Filter system with all required components
  4. System accessories
  5. Start-up service

**1.02 – ALTERNATES**

**A. SUBSTITUTIONS**

1. No substitutions will be considered unless the specified product becomes unavailable due to no fault of the Contractor and is approved by an authorized representative of the Parks and Recreation Department.

**1.03 – QUALITY ASSURANCE**

- A. Due to the specialized nature of the specified work and products, all bidders shall be required to have a minimum of 5 years of operating history.
- B. The owner requires that filters bear the National Sanitation Foundation (NSF) seal for Standard #50. This NSF listing is required by the owner regardless of local health department regulations.
- C. The specified filter system shall have had an NSF listing for at least 2 years prior to the project bid date.

**1.04 – GUARANTEE**

- A. The "EQUIPMENT SUPPLIER" shall guarantee that the equipment to be furnished is of the correct capacity, that the various parts are designed to operate correctly and in conjunction with each other, that if the installation is made in accordance with his drawings and operated in accordance with his instructions, the system will perform the prescribed functions correctly, the water entering the pool will be clear, bright, free from suspended matter visible to the unaided eye, and will be sanitary to the satisfaction of all authorities having jurisdiction.

**PART 2 - PRODUCTS**

**2.01 – FILTER SYSTEM**

**A. FILTER SYSTEM REQUIREMENTS**

1. The system shall be supplied complete by the manufacturer and shall include: internals, face piping and valves, gauge panel, air relief connection, bottom drain connection.

2. System shall be fabricated and fully assembled at the manufacturer's plant for pressure testing and dimensional verification. Filters being manufactured by outside sources will not be acceptable. System shall be knocked down for shipping purposes in subassemblies for minimum field assembly. Underdrain manifold shall be factory installed and shipped in place, including lateral piping. Filters shipping lateral piping for installation in the field will not be accepted.

#### **B. FILTER SYSTEM CAPACITY**

1. The filter system shall consist of 2 filter tanks with a total effective area of 54.96 square feet. Filtration rate shall not exceed 20 gallons per minute per square foot of filter area in order to turn over a capacity of 198,000 gallons within a 6 hour turnover period.

#### **C. FILTER TANK**

1. The filter tank shall be not less than 71" in diameter, suitable for 58 psi working pressure and hydrostatically tested to 75 psi. Tank shall also be cycle tested as well as shell tested. Filter shell shall be constructed of high quality fiberglass materials.
2. Drain out system shall consist of a PVC and polypropylene coupling mounted to the bottom head. An integrally mounted relief connection will be provided. A 3" bottom sand port shall be provided for ease of dumping media. Filters not having media dump will not be accepted.
3. Access to the tank shall be provided by a Dual Yoke Elliptical manhole 11" x 16" in size. Manhole seat shall be complete with one piece 1/4" gasket and positioned so that manhole cover, when pressurized, seats gasket.
4. Each filter tank shall be equipped with the necessary flanges and connections for the internal and external piping.
5. The filter tank shall be filament wound with continuous strand fiberglass roving and polyester resins containing pigments and UV stabilizers.
6. The filter tank shall have a full 36" media bed depth to ensure quality filtration. Filters utilizing shallower bed depths will not be accepted.

#### **D. FILTER PIPING - INTERNAL**

1. The lower internal distribution system shall be a horizontal header/lateral arrangement. The header shall be of 235 psi rated PVC construction, capped on one end and flanged on the other end. Two lower headers are required. Systems not equipped with two lower headers will not be acceptable. Lateral connections shall be spaced no more than 3-1/2" on the centers and shall be 1" FPT connections.
2. Laterals shall consist of 1" molded polypropylene plastic and shall have the capability of 360 degree filtration and backwash through the lateral. Systems using PVC slotted laterals, providing only 180 degrees of filtration and backwash shall not be accepted. Molded openings shall be designed to retain all media particles as small as .45 mm particle size.
3. The upper distributor shall consist of 235 psi rated PVC with Engineered diffusers.
4. All hardware in wetted areas shall be stainless steel or nonmetallic.

#### **E. FILTER PIPING - EXTERNAL (FACE)**

1. External face piping shall be of Schedule 40 PVC pipe and fittings. Flanges shall be located so as to allow for easy dismantling of face piping. All fittings shall be solvent cemented.
2. Piping shall be drilled and tapped where necessary to accommodate pressure reading for the gauge panel.
3. Valves shall be PVC wafer butterfly type. All bolts and nuts shall be corrosion resistant zinc plated steel with plated washers to be used when secured to PVC flanges.

#### **F. FILTER MEDIA**

1. Filter media shall be a carefully selected grade of hard, uniformly graded silica material. Media shall be naturally rounded particles of silica or milled, angularly shaped particles of silica quartz. Sand shall have a particle size between .45 mm and .55 mm.(#20). Uniformity coefficient shall not exceed 1.53. Specific gravity to be not less than 2.5 with pH of 7.0.

2. Filter shall contain a minimum bed depth of 36". Support media of 1/8" x 1/4", particle size shall be used on the inside of the bottom head to the elevation where the filter media commences. Systems which do not provide a minimum of 36" of bed depth as noted will not be acceptable.
3. Bottom Layer of support media shall be placed according to manufacturer's installation manual to avoid damage to the underdrain system and leveled before the addition of the upper layer of filter media. Concrete underfill is not recommended.
4. All media shall be delivered and stored in 100 Lb. bags for ease of handling and elimination of possible contamination.
5. Each grade of media shall be placed in the tank and leveled before placing of next appropriate grade of media.

#### 2.02 – WARRANTIES

- A. Filter tanks shall include a prorated ten (10) year warranty. Laterals shall carry a lifetime warranty Piping, valves and accessories shall carry three (3) year warranty.
- B. Unless otherwise specified, workmanship is to be guaranteed first class and carry a one (1) year warranty.

#### 3.01 – INSTALLATION

- A. The installation contractor shall assemble and install all filtration system equipment, accessories and piping in accordance with the intent of these Specifications and as indicated on the Drawings and Shop Drawings of the Equipment Manufacturer and as recommended by the Equipment Manufacturer.

#### 3.02 – PIPING AND VALVES

- A. Contractor shall furnish and install new piping beginning at the pump suction line, pump discharge to filter, filter effluent, and filter backwash to waste.
- B. In addition to the material hereinafter indicated to be furnished by the "EQUIPMENT SUPPLIER", the Contractor shall furnish all other material and parts necessary to complete the installation
- C. All pipe and fittings shall be Schedule 40 PVC except for 6 feet on both the influent and effluent lines of the heater (when required) which shall be copper. Connections between copper and PVC shall be flanged.
- D. Piping arrangement shall be in accordance with equipment manufacturer's recommendations.

#### 3.03 – START UP AND ENGINEERING SERVICES

- A. An authorized factory representative of the "EQUIPMENT SUPPLIER" shall provide the supervisory services of an installation engineer for at least one day to fully instruct designated City personnel in the operation, care and maintenance of the entire purifying, sterilizing and re-circulating system. Suppliers using installing contractor shall not be acceptable.
- B. Vendor technician shall have repair facilities within San Antonio city limits from the pool site(s) and shall be available to service the equipment if required by Owner.

### Item 3 – SWIMMING POOL FILTER SYSTEM UPGRADE: ROOSEVELT SWIMMING POOL

#### SCOPE OF WORK: Pump room

1. Remove all existing filter, piping, and valves in pump room.
2. Remove storage container.
3. Install all new PVC piping and valves in pump room and connect to existing piping at flanges.
4. Install two (2) new 15 hp Pentair BRONZE "C" series pump and strainer or City-approved equal.
5. Re-locate existing breaker panel and related equipment

#### SCOPE OF WORK: New filter installation

1. Furnish and install dual fiberglass filters with 6" connections and a single 8" PVC, four-valve manifold with rinse mode connections.
2. Connect filters to pressure, return, and backwash lines located in pump room.
3. Install correct media in filters.
4. Perform start-up and one-time, on-site training for new filter system at pool location.

#### GENERAL REQUIREMENTS.

1. All work will meet the Texas State Department of Health's requirement for public swimming pool.
2. All materials will be NSF certified and approved for use in swimming pools.
3. Price includes all labor, material, and clean up.
4. Vendor is responsible for permits, bonding, water pipes, electrical wiring, landscaping, or gas lines.

## **SWIMMING POOL FILTRATION, RECIRCULATION, CONTROL AND CHEMICAL EQUIPMENT**

### **PART 1 - GENERAL**

#### **1.01 – DESCRIPTION OF WORK**

- A. Provide all swimming pool filtration/recirculation equipment, and necessary work to completely install the specified equipment as indicated below and specified herein, including:
1. Assembly and installation
  2. Piping and valves
  3. Filter system with all required components
  4. System accessories
  5. Start-up service

#### **1.02 – ALTERNATES**

##### **A. SUBSTITUTIONS**

1. No substitutions will be considered unless the specified product becomes unavailable due to no fault of the Contractor and is approved by an authorized representative of the Parks and Recreation Department.

#### **1.03 – QUALITY ASSURANCE**

- A. Due to the specialized nature of the specified work and products, all bidders shall be required to have a minimum of 5 years of operating history.
- B. The owner requires that filters bear the National Sanitation Foundation (NSF) seal for Standard #50. This NSF listing is required by the owner regardless of local health department regulations.
- C. The specified filter system shall have had an NSF listing for at least 2 years prior to the project bid date

#### **1.04 – GUARANTEE**

- A. The "EQUIPMENT SUPPLIER" shall guarantee that the equipment to be furnished is of the correct capacity, that the various parts are designed to operate correctly and in conjunction with each other, that if the installation is made in accordance with his drawings and operated in accordance with his instructions, the system will perform the prescribed functions correctly, the water entering the pool will be clear, bright, free from suspended matter visible to the unaided eye, and will be sanitary to the satisfaction of all authorities having jurisdiction.

### **PART 2 - PRODUCTS**

#### **2.01 – FILTER SYSTEM**

##### **A. FILTER SYSTEM REQUIREMENTS**

1. The system shall be supplied complete by the manufacturer and shall include: internals, face piping and valves, gauge panel, air relief connection, bottom drain connection.
2. System shall be fabricated and fully assembled at the manufacturer's plant for pressure testing and dimensional verification. Filters being manufactured by outside sources will not be acceptable. System shall be knocked down for shipping purposes in subassemblies for minimum field assembly. Underdrain manifold shall be factory installed and shipped in place, including lateral piping. Filters shipping lateral piping for installation in the field will not be accepted.

##### **B. FILTER SYSTEM CAPACITY**

1. The filter system shall consist of 2 filter tanks with a total effective area of 54.68 square feet. Filtration rate shall not exceed 15 gallons per square foot of filter area in order to turn over a capacity of 420,000 gallons within a 6 hour turnover period.

##### **C. FILTER TANK**

1. The filter tank shall be not less than 71" in diameter, suitable for 58 psi working pressure and hydrostatically tested to 75 psi. Tank shall also be cycle tested as well as shell tested. Filter shell shall be constructed of high quality fiberglass materials.

2. Drain out system shall consist of a PVC and polypropylene coupling mounted to the bottom head. An integrally mounted relief connection will be provided. A 3" bottom sand port shall be provided for ease of dumping media. Filters not having media dump will not be accepted.
3. Access to the tank shall be provided by a Dual Yoke Elliptical manhole 11" x 16" in size. Manhole seat shall be complete with one piece 1/4" gasket and positioned so that manhole cover, when pressurized, seats gasket.
4. Each filter tank shall be equipped with the necessary flanges and connections for the internal and external piping.
5. The filter tank shall be filament wound with continuous strand fiberglass roving and polyester resins containing pigments and UV stabilizers.
6. The filter tank shall have a full 36" media bed depth to ensure quality filtration. Filters utilizing shallower bed depths will not be accepted.

#### D. FILTER PIPING - INTERNAL

1. The lower internal distribution system shall be a horizontal header/lateral arrangement. The header shall be of 235 psi rated PVC construction, capped on one end and flanged on the other end. Two lower headers are required. Systems not equipped with two lower headers will not be acceptable. Lateral connections shall be spaced no more than 3-1/2" on the centers and shall be 1" FPT connections.
2. Laterals shall consist of 1" molded polypropylene plastic and shall have the capability of 360 degree filtration and backwash through the lateral. Systems using PVC slotted laterals, providing only 180 degrees of filtration and backwash shall not be accepted. Molded openings shall be designed to retain all media particles as small as .45 mm particle size.
3. The upper distributor shall consist of 235 psi rated PVC with Engineered diffusers.
4. All hardware in wetted areas shall be stainless steel or nonmetallic.

#### E. FILTER PIPING - EXTERNAL (FACE)

1. External face piping shall be of Schedule 40 PVC pipe and fittings. Flanges shall be located so as to allow for easy dismantling of face piping. All fittings shall be solvent cemented.
2. Piping shall be drilled and tapped where necessary to accommodate pressure reading for the gauge panel.
3. Valves shall be PVC wafer butterfly type. All bolts and nuts shall be corrosion resistant zinc plated steel with plated washers to be used when secured to PVC flanges.

#### F. FILTER MEDIA

1. Filter media shall be a carefully selected grade of hard, uniformly graded silica material. Media shall be naturally rounded particles of silica or milled, angularly shaped particles of silica quartz. Sand shall have a particle size between .45 mm and .55 mm. (#20). Uniformity coefficient shall not exceed 1.53. Specific gravity to be not less than 2.5 with pH of 7.0.
2. Filter shall contain a minimum bed depth of 36". Support media of 1/8" x 1/4", particle size shall be used on the inside of the bottom head to the elevation where the filter media commences. Systems which do not provide a minimum of 36" of bed depth as noted will not be acceptable.
3. Bottom Layer of support media shall be placed according to manufacturer's installation manual to avoid damage to the underdrain system and leveled before the addition of the upper layer of filter media. Concrete underfill is not recommended.
4. All media shall be delivered and stored in 100 Lb. bags for ease of handling and elimination of possible contamination.
5. Each grade of media shall be placed in the tank and leveled before placing of next appropriate grade of media.

#### 2.02 – WARRANTIES

- A. Filter tanks shall include a prorated ten (10) year warranty. Laterals shall carry a lifetime warranty. Piping, valves and accessories shall carry three (3) year warranty.

B. Unless otherwise specified, workmanship is to be guaranteed first class and carry a one (1) year warranty.

**3.01 – INSTALLATION**

A. The installation contractor shall assemble and install all filtration system equipment, accessories and piping in accordance with the intent of these Specifications and as indicated on the Drawings and Shop Drawings of the Equipment Manufacturer and as recommended by the Equipment Manufacturer.

**3.02 – PIPING AND VALVES**

A. Contractor shall furnish and install new piping beginning at the pump suction line, pump discharge to filter, filter effluent, and filter backwash to waste.

B. In addition to the material hereinafter indicated to be furnished by the "EQUIPMENT SUPPLIER", the Contractor shall furnish all other material and parts necessary to complete the installation.

C. All pipe and fittings shall be Schedule 40 PVC except for 6 feet on both the influent and effluent lines of the heater (when required) which shall be copper. Connections between copper and PVC shall be flanged.

D. Piping arrangement shall be in accordance with equipment manufacturer's recommendations.

**3.03 – START UP AND ENGINEERING SERVICES**

A. An authorized factory representative of the "EQUIPMENT SUPPLIER" shall provide the supervisory services of an installation engineer for at least one day to fully instruct designated personnel in the operation, care and maintenance of the entire purifying, sterilizing and re-circulating system. Suppliers using installing contractor shall not be acceptable.

B. Vendor technician shall have repair facilities within San Antonio city limits from the pool site(s) and shall be available to service the equipment if required by Owner.

**005 - SUPPLEMENTAL TERMS & CONDITIONS**

Original Contract Term.

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

Insurance.

Prior to the commencement of any work under this Agreement, Bidder 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 "Pool Filtration Upgrades at Monterrey, Roosevelt and Delview Swimming Pools" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department – Purchasing Division. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

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

A Bidder's financial integrity is of interest to the City; therefore, subject to Bidder's right to maintain reasonable deductibles in such amounts as are approved by the City, Bidder shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension here of, at Bidder'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 \$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  \$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

Bidder agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Bidder herein, and provide a certificate of insurance and endorsement that names the Bidder and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's

Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Bidder 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. Bidder 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

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

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

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

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

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

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Bidder shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Bidder'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 the City may have upon Bidder's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Bidder to stop work hereunder, and/ or withhold any payment(s) which become due to Bidder hereunder until Bidder demonstrates compliance with the requirements hereof.

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

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

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

Bidder 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:

Attachment A – Local Preference Program Identification Form  
Attachment B – Price Schedule  
Attachment C – SBEDA Language  
Attachment D – Utilization Plan  
Attachment E – Non-Discrimination Language  
Attachment F – Prevailing Wages Information

## PREVAILING WAGE RATE AND LABOR STANDARD PROVISIONS

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, are expressly made a part of this contract. In accordance therewith, a schedule of the general prevailing rate of per diem wages in this locality for each craft or type of worker needed to perform this contract shall be obtained from the City's Labor Compliance Office and included in the project bid package and plans & specifications prior to the bidding of the Project and such schedule shall become a part hereof. Contractor 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 Rates.

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. F.

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. Other wise, it shall be Contractor's responsibility to obtain the necessary information.

City of San Antonio  
Capital Improvements Management Services Department  
Labor Compliance Office  
114 W. Commerce, 9th Floor  
San Antonio, Texas 78205  
Attention: Thomas Nixon  
Phone: (210) 207-8774 / Fax: (210) 207-5859  
Cell. (210) 215-7033

### 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 contract information and contract records. The prime contractor is responsible for ensuring all subcontractors have completed all requested items and that their contract 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 for 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: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

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

### **Delivery of Goods/Services.**

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

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

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

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

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

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

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

### **Invoicing and Payment**

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

### **Information Required On Invoice.**

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

quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

#### Payment by City.

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

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

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

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

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

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

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

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

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

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

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

#### Termination.

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

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

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

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

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

#### **INDEMNIFICATION.**

**VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, 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 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.

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

007 - SIGNATURE PAGE

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

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

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

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

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

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

Bidder Information

Please Print or Type

Vendor ID No.

U1015335

Signer's Name

Gabriel Garcia

Name of Business

Interpool Inc.

Street Address

PO Box 600125

City, State, Zip Code

San Antonio TX 78218

Email Address

interpool@gmail.com

Telephone No.

202 521 4197

Fax No.

202 521 9144

City's Solicitation No.

RFx 6100003087



Signature of Person Authorized to Sign Bid

## 008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**009 - ATTACHMENTS**

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

The City of San Antonio Local Preference Program, adopted by Ordinance 2013-03-21-0167, implemented a local preference program 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. 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:	Interpool Inc.	
Physical Address:	P.O. Box 680185	
City, State, Zip Code:	San Antonio TX 78268	
Phone Number:	210 521 4197	
Email Address:	interpoolsa@gmail.com	
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No

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

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:

Gabriel Garner  
(Print Name) Authorized Representative of Respondent

Gil C  
(Signature) Authorized Representative of Respondent

COS  
Title

1/6/14  
Date

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

# ORIGINAL

## 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

ITEM	SITE LOCATION	QUANTITY (per each)	PRICE (per each)
1	UPGRADE POOL FILTRATION SYSTEM - Dellview	1	\$ 98,250 <sup>00</sup>
2	UPGRADE POOL FILTRATION SYSTEM - Monterrey	1	\$ 94,850 <sup>00</sup>
3	UPGRADE POOL FILTRATION SYSTEM - Roosevelt	1	\$ 98,150 <sup>00</sup>
Total Bid Price			\$ 291,250 <sup>00</sup>

Prompt Payment Discount: 2 % 10 days. (If no discount is offered, Net 30 will apply.)



ORIGINAL

**City of San Antonio**

**ADDENDUM I**

**SUBJECT:** Pool Filtration Upgrades at Monterrey, Roosevelt, and Delview Swimming Pools, Formal Invitation for Bid, (IFB 6100003382), Scheduled to Open: January 10, 2014; Date of Issue: December 13, 2013

**FROM:** Paul J. Calapa, Procurement Administrator

**DATE:** January 6, 2014

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

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

**1. THE SUBMISSION DATE IS HEREBY EXTENDED TO JANUARY 13, 2014; 2:00PM LOCAL TIME.**

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

On December 19, 2013, the City of San Antonio hosted a Pre-Submittal Conference to provide information and clarification for the Pool Filtration Upgrades at Monterrey, Roosevelt, and Delview Swimming Pools. Below is a list of questions that were asked at the pre-submittal conference. The City's official response to questions asked is as follows:

Question 1: Who is responsible for obtaining the permits necessary for the proper execution and completion of the work?

Response: Refer to Section 004 - Specifications / Scope of Services, Section 2.6 General Requirements.

Question 2: Is it possible for the awarded contractor to receive payment when work is completed per site?

Response: The awarded contractor may submit invoicing upon completion of each work site and the City will process payment upon the City inspection and approval of each completed work site.

Question 3: Is bonding required for this project?

Response: No, bonding is not required for this project.

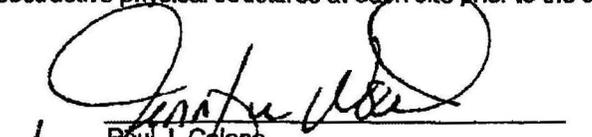
Question 4: Would the department be interested in alternate pumps?

Response: The pump specifications are listed in Section 004 - Specifications / Scope of Services with the notation of 'or City-approved equal'. The City shall be the sole judge of equality and suitability of comparable items.

Question 5: Will any obstructive physical structures such as diving boards be removed prior to the start of work at each site?

Response: Yes, the department will remove obstructive physical structures at each site prior to the start of work by the awarded contractor.

  
Interpact Inc.  
PC/jg

  
Paul J. Calapa  
Procurement Administrator  
Finance Department - Procurement Division