LOC
4/30/15
Item No. 6

AN ORDINANCE 2015-04-30-0332

ACCEPTING THE PROPOSAL FROM PRESIDIO NETWORKED SOLUTIONS GROUP, LLC. TO PROVIDE THE INFRASTRUCTURE DIVISION OF THE INFORMATION TECHNOLOGY SERVICES DEPARTMENT WITH A CONTRACT FOR STRUCTURED CABLING SERVICES FOR AN ESTIMATED ANNUAL COST OF $3,000,000.00 WITH FUNDING SOURCES INCLUDING, BUT NOT LIMITED TO, CAPITAL FUNDS, OPERATING BUDGETS, AND GRANTS AUTHORIZED BY CITY COUNCIL.

* * * *

WHEREAS, the City released Request for Competitive Sealed Proposals (RFCSP) to provide the City with structured cabling services; and

WHEREAS, one response was received and evaluated; and

WHEREAS, staff recommends Presidio Networked Solutions Group, LLC. for award of this contract; **NOW THEREFORE:**

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

SECTION 1. The proposal submitted by Presidio Networked Solutions Group, LLC. to provide the City with structured cabling services is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. Copies of the score summary, RFCSP, signature page and price schedule are attached hereto and incorporated herein for all purposes as **Exhibit I**. A copy of the full proposal may be inspected in the offices of the Purchasing Division of the Finance Department.

SECTION 2. Costs of this contract will be encumbered upon issuance of purchase orders, and payment is authorized to Presidio Networked Solutions Group, LLC. All expenditures will be in accordance with the Fiscal Year 2015 and subsequent budgets that fall within the term period of this contract approved by City Council. The estimated annual cost of this contract is $3,000,000.00.

SECTION 3. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

PASSED AND APPROVED this 30th day of April, 2015.

Ivy R. Taylor

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City

Agenda Item:	**6 (in consent vote: 6, 7, 8, 9, 11, 12, 13, 14, 15A, 15B, 16A, 16B, 16C, 16D, 17, 18, 19A, 19B, 20, 21, 22, 24, 25, 26, 27, 28, 29, 30)**
Date:	04/30/2015
Time:	11:00:22 AM
Vote Type:	Motion to Approve
Description:	An Ordinance accepting the proposal from Presidio Networked Solutions Group, LLC., to provide the Infrastructure Division of the Information Technology Services Department, with a contract for structured cabling services for an estimated annual cost of $3,000,000.00 with funding sources including but not limited to, capital funds, operating budgets, and grants authorized by City Council. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1		x				
Alan Warrick	District 2		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			x	

6100004143 RFCSP Annual Contract for Structured Cabling Score Summary	Consensus	Presidio Networked Solutions Group, LLC. 777 E. Sonterra Blvd., Suite 300 San Antonio, TX 78258
A - Proposal		Yes
B - Experience, Background, & Qualifications		Yes
A - B SUB-TOTAL		**Yes**
C - Price Schedule		Yes
D - SBEDA - SBE/ESBE Prime Contract Program		0.00
C - D SUB-TOTAL		**0.00**
TOTAL SCORE		**Yes**
RANK BASED ON TOTAL SCORE		**Yes**

EXHIBIT I

CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")
NO.: 6100004143

ANNUAL CONTRACT FOR STRUCTURED CABLING
RFCSP 14-028

Date Issued: May 23, 2014

PROPOSALS MUST BE RECEIVED NO LATER THAN:
2:00 PM CT July_ 11, 2014

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

Address for hard copy responses:

Physical Address:
City Clerk's Office
100 Military Plaza
2nd 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

"ANNUAL CONTRACT FOR STRUCTURED CABLING"

Proposal Due Date: 2:00 p.m. CT, July 11, 2014

RFCSP No.: 6100004143

Respondent's Name and Address

Proposal Bond: YES Performance Bond: YES Payment Bond: YES Other: NO

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: YES DBE / ACDBE Requirements: NO

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

Pre-Submittal Conference * YES
* If YES, the Pre-Submittal Conference will be held on MAY 30, 2014 at 9:00 A.M. AT RIVERVIEW TOWERS, 111 SOLEDAD, SUITE 1100, SAN ANTONIO, TX 78205

Staff Contact Person: JORGE GARCIA, PROCUREMENT MANAGER, P.O. Box 839966, San Antonio, TX 78283-3966.
Email: JORGE.GARCIA@SANANTONIO.GOV

SBEDA Contact Information: Edson Zavala, 210-207-3900, Edson.Zavala@sanantonio.gov

This solicitation has been identified as High-Profile.

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

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

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

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003 - INSTRUCTIONS FOR RESPONDENTS

PART A

Submission of Proposals.

Submission of Hard Copy Proposals. Submit one original signed in ink, 10 hard copies and one copy of the of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal enclosed in a sealed envelope addressed to the City Clerk at the address and by the due date provided on the Cover Page. The name and address of Respondent, the due date for submission of proposals, RFCSP number and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

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

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

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

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

Respondents must sign the Signature Page on hard copy proposals and return the RFCSP document to City. For electronic proposals, Respondent's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes. Respondents are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Respondent's being held liable for the submission.

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

Alternate Proposals. Alternate proposals may be allowed at the sole discretion of City.

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

Electronic Alternate Proposals. All alternate proposals submitted electronically are recorded with original proposals when submitted electronically.

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

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

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

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

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

Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page on or before Tuesday, June 10, 2014 at 2:00 p.m. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

Respondents and/or their agents are encouraged to contact the Small Business Office of the 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 RFCSP after the proposal due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). 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. Respondents and/or their agents may contact Ms. Brice at any time prior to the due date for submission of proposals. Contacting her or her office regarding this RFCSP after the proposal due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

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

Pre-Submittal Conference.

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

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.

A Cisco Meeting Place teleconference number has been set up for this Pre-Submittal Conference. Toll-Free access is available by calling 855-850-2672. Local access is available by calling 210-207-8000. The Meeting ID number is 0098.

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

Changes to RFCSP.

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

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

Preparation of Proposals.

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

Proposal Format. Each proposal shall be typewritten, single spaced on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder or other securely bound fashion. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed two-sided. Margins shall be no less than 1" around the perimeter of each page. A proposal response to the RFCSP General Information Form may not exceed 20 pages in length. Websites or URLs shall not be submitted in lieu of the printed proposal or electronic submission through City's portal. Each proposal must include the sections and attachments in the sequence listed in the RFCSP Instructions to Respondents Part B - Submission Requirements, and each section and attachment must be indexed and, for hard copy submission, divided by tabs and indexed in a Table of Contents page. For electronic submissions, whether through the portal, or on a CD, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the submission or may negatively affect scoring.

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

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

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

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

Description of Supplies.

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

Interlocal Participation.

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

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

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

Rejection of Proposals.

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

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

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

The proposal is conditional; or

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

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

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

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

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

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

Evaluation and Award of Contract.

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

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

A written award of acceptance (manifested by a City Ordinance) and Purchase Order furnished to Respondent results in a binding contract without further action by either party. 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 proposals when future usages are unable to be determined.

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

Inspection of Facilities/Equipment.

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

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

Prompt Payment Discount.

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

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

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

Prohibited Financial Interest.

The Charter of the City of San Antonio and 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 proposals, 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. 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." Respondent should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your proposal. The Purchasing Division will not deliver the form to the City Clerk for you.

PART B

SUBMISSION REQUIREMENTS

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

If submitting a hard copy proposal, submit one original, signed in ink, 10 copies, and one copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal. Each of the items listed below must be labeled with the heading indicated below as a separate file on the CD.

If submitting electronically through City's portal, scan and upload these documents with your proposal. Each of the items listed below must be uploaded as a separate attachment, labeled with the heading indicated below.

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

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

EXPERIENCE, BACKGROUND & QUALIFICATIONS. Use the Form found in this RFCSP as Attachment A, Part Two. **Respondent must submit individual responses to the Experience, Background and Qualifications Section for Micro Scale Structured Cabling and Macro Scale Structured Cabling respectively. Responses to each category will be evaluated on their responsiveness to the unique category requirements.**

PROPOSED PLAN. Use the Form found in this RFCSP as Attachment A, Part Three. **Respondent must submit individual responses to the Proposed Plan Section for Micro Scale Structured Cabling and Macro Scale Structured Cabling respectively. Responses to each category will be evaluated on their responsiveness to the unique category requirements.**

PRICING SCHEDULE. Use the Pricing Schedule that is found in this RFCSP as Attachment B.

CONTRACTS DISCLOSURE FORM. Use the Form in RFCSP Attachment C which is posted separately or Respondent may download a copy at:

https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf

Instructions for completing the Contracts Disclosure form:
Download form and complete all fields. All fields must be completed prior to submitting the form.
Click on the "Print" button and place the copy in your proposal as indicated in the Proposal Checklist.

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

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

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM TRACKING FORM (VOSBPP TRACKING FORM) - Complete, sign and submit VOSBPP Identification Form found in this RFCSP as Attachment F.

SUPPLEMENTAL INFORMATION RELATED TO THE STATE OF TEXAS CONFLICT OF INTEREST REQUIREMENT. If submitting a hard copy proposal, Respondent must complete, sign and submit the Supplemental Information Related to the State of Texas Conflict of Interest Requirement found in this RFCSP as Attachment G.

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

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

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

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

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

EVALUATION CRITERIA (A) MICRO SCALE

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

Respondents must submit an individual response to the Experience, Background and Qualifications Section for Micro Scale Structured Cabling and Macro Scale Structured Cabling respectively. Responses to each category will be evaluated on their responsiveness to the unique category requirements.

Respondents must submit an individual response to the Proposed Plan Section for Micro Scale Structured Cabling and Macro Scale Structured Cabling respectively. Responses to each category will be evaluated on their responsiveness to the unique category requirements.

Proposal Evaluation Criteria A – Micro Scale Structured Cabling

Evaluation Criteria:

Experience, Background, Qualifications (30points)

Proposed Plan (30 points)

Price (20 points)

SBE Prime Contract Program – 20 pts
Certified SBE firms headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime Contractors proposing at least 51% SBE participation (prime and/or subcontractor) will receive twenty (20) evaluation criteria percentage points.

No evaluation criteria percentage Points will be awarded to non-SBE Prime Contractors through subcontracting to certified SBE firms.

Subcontracting
*M/WBE Subcontracting Program – **Subcontract at least twenty-four percent (24%)** of its prime contract value to certified M/WBE firms headquartered or have a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA).

***No evaluation criteria percentage points will be awarded for subcontracting goals. However, failure to meet these requirements will deem your proposal unresponsive.**

EVALUATION CRITERIA (B) MACRO SCALE

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

Proposal Evaluation Criteria B – Macro Scale Structured Cabling

Evaluation Criteria:

Experience, Background, Qualifications (30points)

Proposed Plan (30 points)

Price (20 points)

SBE Prime Contract Program – 20 pts
Certified SBE firms headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime Contractors proposing at least 51% SBE participation (prime and/or subcontractor) will receive twenty (20) evaluation criteria percentage points.

No evaluation criteria percentage Points will be awarded to non-SBE Prime Contractors through subcontracting to certified SBE firms.

Subcontracting
*M/WBE Subcontracting Program – **Subcontract at least twenty-four percent (24%)** of its prime contract value to certified M/WBE firms headquartered or have a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA).

***No evaluation criteria percentage points will be awarded for subcontracting goals. However, failure to meet these requirements will deem your proposal unresponsive.**

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 **BACKGROUND:**

The City of San Antonio is soliciting proposals for cable/fiber pulling, installation service primarily for the following: Installation of CAT 5E/CAT 6 communications cabling, 25 pair copper cabling, multimode and single mode indoor/outdoor fiber facilities, telecommunications grounding/bonding, installation of underground telecommunications infrastructure, telecommunications design/project management services. This is a time and material contract and contractor will be responsible for all time and material, necessary tools, test equipment, testing, and transport to and from job sites except as noted.

The City provides communication services to approximately 12,000 city employees located in over four hundred facilities throughout San Antonio, Texas, some of which may contain asbestos. A certified person in asbestos identification is required whenever asbestos is suspected at a job location and this person shall notify the City immediately whenever asbestos is detected. There will be NO ABATEMENT of suspected asbestos by the contractor.

Resulting contracts will be for time and material. Job estimates will be required prior to work orders being issued by the City for all work covered in this contract. In addition there will be a completion-of-job inspection by a representative of the City to verify completion of work at the job site.

4.2 **INTENT / CATEGORICAL AWARD**:

It is the intent of the City of San Antonio to award a contract for each of the following categories:

Micro Scale Structured Cabling Category

Macro Scale Structured Cabling Category

Respondents must submit an individual response to the Experience, Background and Qualifications Section for Micro Scale Structured Cabling and Macro Scale Structured Cabling respectively. Responses to each category will be evaluated on their responsiveness to the unique category requirements.

Respondents must submit an individual response to the Proposed Plan Section for Micro Scale Structured Cabling and Macro Scale Structured Cabling respectively. Responses to each category will be evaluated on their responsiveness to the unique category requirements.

4.2.1 Micro Scale Structured Cabling Projects – The following definitions terms and definitions are descriptive of Micro Scale Structured Cabling Projects:

4.2.1.1 Cable Installation - Installation of CAT 5E, CAT 6 or most recent version of plenum communications cables

4.2.1.2 Fiber Optic Cable Installation - Installation/materials of OFCG,OFNG,OFCP,OFNP,OFCR,OFNR,OPGW or any other indoor rated fiber optic cable inside administrative buildings to include various raceways and riser environment. COSA typically installs 48 SM cables for riser environments.

4.2.1.3 Cable Terminating - Termination/material of high cable pair CAT 5E, CAT 6 or most recent version of plenum/riser communications cables into patch panels.

4.2.1.4 Fiber Optic Cable Termination - Termination/materials of OFCG,OFNG,OFCP,OFNP,OFCR,OFNR,OPGW or any other fiber optic cable. This includes all of the following activities: installation of fiber cable into splice tray/Fiber LIU, installation of connectors to fiber cable, testing/documentation of fiber cable, labeling of all cables and associated hardware, etc. COSA typically installs 48 SM cables for riser environments

4.2.1.5 Miscellaneous Labor - This category will include some of the following activities but not limited to: relocate/install equipment, transport of assorted items to various COSA facilities, testing of copper/fiber facilities with test tools (cable tester, fiber light-source meters, OTDR), installation of communications cabinets/racks/ladder trays, relocate furniture , etc.

4.2.1.6 Design Services - Designing communications infrastructures for various facilities to include MDF/IDF build outs, exterior/interior utility pathways, cable installation details, wall/rack elevations, etc. All designs to be in accordance with all

current communications best practices and COSA communications standards. RCDD design, verification and stamp required on all design work.

4.2.1.7 Project Management - Providing Communications Project Management for various communications projects and provide project inspections as required by COSA ITSD. This will include project tracking, project updates to owner, contractor management, attending project meetings, review of project documentation, etc.

4.2.2. Micro Scale Structured Cabling Minimum Requirements

4.2.2.1 Respondent must be able to perform routine station cabling and less complex projects.

4.2.2.2 Respondent must be able to perform inside and/or outside plant work.

4.2.2.3 Respondent must be able to install copper/fiber optic cable.

4.2.2.4 Respondent must be able to perform splicing, terminating, cross-connecting, testing and documentation as identified in the City of San Antonio Cable Standards.

4.2.2.5 Respondent must be able to install Category 5E and 6 Panduit Structured cabling systems.

4.2.2.6 Respondent must be able to perform testing and documentation.

4.2.2.7 Respondent must be able to provide design services as identified: Designing communications infrastructures for various facilities to include MDF/IDF build outs, exterior/interior utility pathways, cable installation details, wall/rack elevations, etc. All designs to be in accordance with all current communications best practices and COSA communications standards. RCDD design, verification and stamp required on all design work.

4.2.2.8 Respondent must be able to provide project management services as identified: Providing Communications Project Management for various communications projects and provide project inspections as required by COSA ITSD. This will include project tracking, project updates to owner, contractor management, attending project meetings, review of project documentation, etc.

4.2.2.9 Respondent must be able to provide staff/vehicles for miscellaneous actives such as equipment installation, copper/fiber cable testing and other telecommunication's activities

4.2.3 Macro Scale Structured Cabling Projects – The following definitions terms and definitions are descriptive of Macro Scale Structured Cabling Projects:

4.2.3.1 Cable Installation - Installation of CAT 5E, CAT 6 or most recent version of plenum communications cables

4.2.3.2 Fiber Pulling - Installation of OFCG,OFNG,OFCP,OFNP,OFCR,OFNR or any other indoor rated fiber optic cable inside administrative buildings to include various raceways and riser environment.

4.2.3.3 Fiber Optic Cable Installation - Installation/materials of OFCG,OFNG,OFCP,OFNP,OFCR,OFNR or any other indoor rated fiber optic cable inside administrative buildings to include various raceways and riser environment. COSA typically installs 48 SM cables for riser environments.

4.2.3.4 Cable Terminating - Termination/material of high cable pair CAT 5E, CAT 6 or most recent version of plenum/riser communications cables into patch panels.

4.2.3.5 Fiber Optic Cable Termination - Termination/materials of OFCG,OFNG,OFCP,OFNP,OFCR,OFNR,OPGW or any other fiber optic cable. This includes all of the following activities: installation of fiber cable into splice tray/Fiber LIU, installation of connectors to fiber cable, testing/documentation of fiber cable, labeling of all cables and associated hardware, etc. COSA typically installs 48 SM cables for riser environments

4.2.3.6 Soil-Dirt Trenching - Trenching of standard soils conditions to include the following: Excavation/restoration of trench to include all conduit, innerduct, conduit spacers, pull-tape, making tape, back-fill materials, sand-base and restoration of trench area back to original site conditions, all required ROW permitting, security, etc.

4.2.3.7 Asphalt Trenching - Trenching of standard asphalt covered areas to include the following: Excavation/restoration of trench to include all conduit, innerduct, conduit spacers, pull-tape, making tape, back-fill materials, sand-base and restoration of trench area back to original site conditions, all required ROW permitting, security, etc.

4.2.3.8 Concrete Trenching - Trenching of standard concrete covered areas to include the following: Excavation/restoration of trench to include all conduit, innerduct, conduit spacers, pull-tape, making tape, back-fill materials, sand-base and restoration of trench area back to original site conditions, all required ROW permitting, security, etc.

4.2.3.9 Rock Trenching - Trenching of standard soil conditions with high concentrations of native rock areas to include the following: Excavation/restoration of trench to include all conduit, innerduct, conduit spacers, pull-tape, making tape, back-fill materials, sand-base and restoration of trench area back to original site conditions, all required ROW permitting, security, etc.

4.2.3.10 Normal Soil Directional Boring - Boring of standard soil conditions to include the following: Excavation/restoration of bore area to include all conduit, innerduct, pull-tape, making tape, back-fill materials and restoration of trench area back to original site conditions, all required ROW permitting, security, etc.

4.2.3.11 Rock Directional Boring - Boring of standard soil conditions with high concentrations of native rock areas to include the following: Excavation/restoration of bore area to include all conduit, innerduct, pull-tape, making tape, back-fill materials and restoration of trench area back to original site conditions, all required ROW permitting, security, etc.

4.2.3.12 Underground Cabling - Installation of copper and/or fiber communications cables into underground pathways to include all cable supports, replacement pull-lines, labeling, , etc.

4.2.3.14 Miscellaneous Labor - This category will include some of the following activities but not limited to: relocate/install equipment, transport of assorted items to various COSA facilities, testing of copper/fiber facilities with test tools (cable tester, fiber light-source meters, OTDR), installation of communications cabinets/racks/ladder trays, relocate furniture , etc.

4.2.3.15 Design Services - Designing communications infrastructures for various facilities to include MDF/IDF build outs, exterior/interior utility pathways, cable installation details, wall/rack elevations, etc. All designs to be in accordance with all current communications best practices and COSA communications standards. RCDD design, verification and stamp required on all design work.

4.2.3.16 Project Management - Providing Communications Project Management for various communications projects and provide project inspections as required by COSA ITSD. This will include project tracking, project updates to owner, contractor management, attending project meetings, review of project documentation, etc.

4.2.4 **Macro Scale Structured Cabling Minimum Requirements**

4.2.4.1 Respondent must be able to perform complex underground and aerial projects, routine station cabling as well as smaller less complex projects.

4.2.4.2 Respondent must be able to perform both inside and outside plant work.

4.2.4.3 Respondent must be able to install both fiber and copper cable.

4.2.4.4 Respondent must be able to perform splicing, terminating, cross-connecting, testing and documentation as identified in the City of San Antonio Cable Standards.

4.2.4.5 Respondent must be able to install Category 5E and 6 Panduit Structured cabling systems.

4.2.4.6 Respondent must be able to perform testing and documentation.

4.2.4.7 Respondent must be able to provide design services as identified: Designing communications infrastructures for various facilities to include MDF/IDF build outs, exterior/interior utility pathways, cable installation details, wall/rack elevations, etc. All designs to be in accordance with all current communications best practices and COSA communications standards. RCDD design, verification and stamp required on all design work.

4.2.4.8 Respondent must be able to provide project management services as identified: Providing Communications Project Management for various communications projects and provide project inspections as required by COSA ITSD. This will include project tracking, project updates to owner, contractor management, attending project meetings, review of project documentation, etc.

4.2.4.9 Respondent must be able to provide staff/vehicles for miscellaneous actives such as equipment installation, copper/fiber cable testing and other telecommunication's activities.

4.3 **STRUCTURED CABLING SERVICE CATEGORIES AND DEFINITIONS**

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

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

4.3.1.1 95% of pulling requirements are twisted pair cable

4.3.1.2 **Cable Terminating:**

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

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

4.3.1.2.3 Terminating a Multi conductor cable in a patch panel. Testing wire with a certified CAT 5E/6 tester and providing results in a PDF and native tester format. Labeling both ends of cable with label schema provided in the City of San Antonio Structured Cabling guidelines.

4.3.1.2.4 Test Definition: Category 5E/6 unshielded twisted pair, T568B wiring Wire Testing

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

Testing shall be end-to-end, patch panel to jack patch cables (where applicable)
Length Test: All four pairs are to be documented
Any NEXT Limit: 27.1db or greater @ 100 MHz
Attenuation. Limit 24.0 dB or less @ 100 MHz
Wire Map (test must include open pairs, shorts and crossed pairs)
Auto Test. (If Auto-test is employed it must encompass all tests listed previously)
Test results must be presented in a Microsoft Excel spreadsheet, Version 5.0 or higher format, detailing cable location (building, IDF, MDF, etc.) and all requested test data for each cable run.

4.3.1.3 5% of pulling requirements are fiber

4.3.1.4 **Fiber Terminations:**

4.3.1.4.1 Terminating Definitions: The fiber preparation and terminating of ST,SC,LC and any other specified connectors as deemed necessary by the City of San Antonio. Testing with certified equipment (Power source/light meters and OTDR) and providing all test results to the City of San Antonio in PDF and native testing format. Labeling both ends of the fiber with provided by the City. (Test equipment supplied by contractor)

4.3.1.4.2 Splicing: Is required whenever a fiber is damaged or new installation requires this service. Fusion splicing is required for interconnections. The contractor shall furnish all equipment/materials necessary to perform the splicing and testing upon completion of splice of fiber optic cable.

4.3.1.5 **Trenching and Directional Boring**

4.3.1.5.1 Trenching Definition: Obtaining permits hire security personnel, provide the necessary signage or safety precautions as required by the permit. Excavation of earth and/or other material to the prescribed work/plans/specification, placing the conduit in the ground and securing all connections. Providing any flowable fill required by the construction work/plans/specification, back fill as required and replace any asphalt or concrete to restore the area to its original condition or as set forth in the permit.

4.3.1.5.2 Directional Boring Definition: Obtaining any permits, hire security people, provide the necessary signage or safety warning as required by the permit. Set up and perform the boring task as required, pull in the conduit and remove all waste material. Provide any flow able fill, asphalt, concrete or fill material as required. The proper disposal of excess material will be the contractor's responsibility.

4.3.1.6 **Miscellaneous Labor**

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

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

4.4 **GENERAL SPECIFICATIONS:**

Prospective vendors must demonstrate ability to purchase, install, modify and service telecommunications cable. A full range of cable installation services is required. Services to the City will include cable infrastructure design and technology consultation. Telecommunications cable will consist primarily of inside horizontal station cable, fiber optic vertical backbone-data cable, underground communication pathways, outdoor rated fiber optic cable. There will be some need for outside installation and repair of copper, fiber backbone and distribution cable. This contract applies to all existing City of San Antonio owned and leased facilities and may apply to facility renovations, multi-phase projects and new facilities.

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

4.4.1 Site survey by a Registered Communications Distribution Designer (RCDD), or designate, to review the project site, the work environment and conditions, and to outline the scope of work. The vendor shall provide a local RCDD who will ultimately be responsible for the design and the management of cable projects. The RCDD must have sufficient experience in communications projects to be able to lend adequate technical support to the field forces during the installation, warranty period, and during any extended warranty period or maintenance contracts. The RCDD must be available within twenty-four (24) hours of any City of San Antonio request. At a minimum, the RCDD must be Panduit certified since over ninety percent (90%) of the City of San Antonio existing cable is of that particular manufacturer;

4.4.2 All horizontal station cabling between the telecommunications distribution room and the workstation outlets as required;

4.4.3 All copper and fiber optic backbone cables between telecommunications rooms for building riser systems and facilities between buildings, underground or overhead, wall fields, data racks and distribution panels as required;

4.4.4 All equipment racks/cabinets, backboards, outlets, patch panels/cords, cable management and hardware in order to support the telecommunications system as required;

4.4.5 All terminations, cross connects and patching of all fiber optic and copper cables as required;

4.4.6 Preparation and submission of 'scope of work' documentation, samples, shop drawings, plans, testing reports, "as-built" drawings, and cabling documentation as required and described herein the City of San Antonio Structured Cabling guidelines.

4.5 **STRUCTURED CABLING STANDARD REQUIREMENTS**

4.5.1 The Contractor shall provide all labor and materials called for in the specifications in accordance with the conditions of the contract. This includes all incidentals such as equipment, hardware, services, hoisting, scaffolding, supports, tools, supervision, consumable items, etc., necessary to provide a complete cabling system as described herein. In no case shall Contractor use City of San Antonio tools or equipment.

4.5.2 It is the intent of these specifications to provide a complete workable telecommunications cabling system ready for the City of San Antonio use. Nevertheless, the Contractor shall be responsible for all items normally required to deliver a complete telecommunications cabling system despite not being specifically depicted in the specifications.

4.5.3 Installations shall be as indicated in the applicable sections of these specifications and shall be in compliance with all applicable industry standards. Requirements and details stated in the specifications shall govern if they differ from submitted plans and shop drawings.

4.5.4 Contractor will be contacted by ITSD Communication's staff on as "as-needed" basis. Installation locations as well as work to be performed will be specifically identified by ITSD Communications staff. If there is a conflict between the terms of

this contract and the work being identified then the terms of this contract shall control. Any work being performed without authorization from ITSD Communications staff prior "approval" of execution of work will be a contractor's expense.

4.5.5 The Contractor shall be responsible for the delivery of any and all requests for information, plans, shop drawings, submittals, samples and/or any other required deliverables through the City of San Antonio or its representative. The cost of these items shall be included in price quotes submitted to the City of San Antonio.

4.6 STRUCTURED CABLING TECHNICAL REQUIREMENTS:

4.6.1 The City has communication services in approximately over 400 properties, some of which may contain asbestos. A certified person in asbestos identification is required whenever asbestos is suspected at a job location and this person shall notify the City immediately whenever asbestos is detected. There will be NO ABATEMENT of suspected asbestos by the contractor. If City must issue a stop Work Order due to asbestos, contractor shall only invoice City for work actually performed. TDH Certification (Asbestos) requirements can be met by a sub-contractor under this contract.

4.6.2 As-built drawings and test results are to be furnished upon completion of all jobs. All as-built drawings shall consist of floor plans with pathways and location of outlets clearly identified. All utility construction projects require engineered as-built site utility plans denoting pathways, hand hole/manhole locations/profiles, conduit depths, geo-coordinates, etc. These drawings are to be furnished in both paper and in the following electronic formats (AutoCAD/Microsoft Visio 2010). The vendor will coordinate any interruption to existing communications infrastructure with ITSD management. Any interruptions are to be minimized and performed after-hours, on week-ends and/or holidays unless requested at the sole discretion of the City.

4.6.3 The City has standardized on Panduit Structured Cable system. Technicians who terminate UTP and/or fiber optic cable must be Panduit certified. Panduit Certifications (PCI) are required to be included with this bid. Contractor must provide a list of technicians who will be assigned to perform work on the City account for work orders and trouble tickets.

4.6.4 Installations performed by the successful respondent must be guaranteed for a minimum period of one year and defects must be corrected within 24 hours upon notification to vendor.

4.6.5 Contractor will be required to clean work area and properly store all tools and materials daily. All ceiling tiles that were removed during the day will be replaced. The City will **NOT** be liable for lost or damaged tools.

4.6.6 The Contractor will coordinate any interruption to existing communications systems with the City of San Antonio Information Technology Services staff. Any interruptions are to be minimized and performed after-hours, on week-ends and/or holidays unless requested at the sole discretion of the City.

4.6.7 Regarding installation activity that is potentially disruptive (running cable, drilling, etc) to administrative activity, the Contractor will notify the City of San Antonio's Information Technology Services staff or designee of potential disruption prior to beginning work 3 days in advance.

4.6.8 The City of San Antonio may elect also to implement other changes of its own accord. Upon request, the Contractor shall research all reported physical installation, performance problems and/or errors and correct them to the City of San Antonio's satisfaction. If the problem or error resulted from design changes made by the City of San Antonio, the charge for correction shall be computed using the rates for standard T & M (Time & Material) charges as requested in this RFCSP.

4.6.9 The City reserves the right, and its sole discretion, to remove and replace any employee of the Contractor or of any sub-contractor.

4.6.10 Provide emergency cable repair service that may require a same day or next day response, at the discretion of the City of San Antonio.

4.6.11 The Contractor shall designate in writing to the City of San Antonio a full-time local Project Manager (PM)/Project Manager Alternate (PMA) as the contacts for design, job coordination, additions, changes, etc., who shall be reachable at all times, 24 hours a day, 7 days a week, during the performance of the work.

4.6.12 All invoices must be presented in hard copy and must refer to the assigned Information Technology Service Department CRQ service or incident number. All invoices must have the Purchase Order number shown thereon and provide support detail information of work performed.

4.7 APPLICABLE CODE AND CITY SAFETY REQUIREMENTS

4.7.1 Respondent shall comply with all applicable governmental regulations and with all known Federal, State, City, and other applicable codes and ordinances. The Contractor shall be responsible for all fees, duties, licenses, etc., which may be required to perform work as part of any contract which may arise as a result of this RFCSP.

4.7.2 All articles or parts of articles of the National Electric Code, Article 800, Communications Circuit not so amended, modified or supplemented by these Technical Requirements, shall remain in full force and effect. Should any discrepancy become apparent between the National Electric Code and these Technical Requirements, the Contractor shall notify the City of San Antonio, in writing, and the City of San Antonio will interpret and decide such matters in accordance with the provisions of the National Electric Code.

4.7.3 Grounding and Bonding as required by the City of San Antonio Structured Cabling guidelines, exhibit 4.

4.7.4 Fire stopping as required by code and indicated in the specifications of relevant project.

4.7.5 All work to be in compliance with the current applicable codes including, but not limited to, Telecommunications Industry Association / Electronic Industries Alliance (TIA/EIA) Building Telecommunications Wiring and the City of San Antonio Infrastructure Cabling Specifications, exhibit 4.

4.7.6 Standards to include TIA/EIA-568-B, TSB-67, TSB-72, TSB75, EIA/TIA-569, EIA/TIA-570, EIA/TIA-606, EIA/TIE-607, ANSI/NECA/BICI 568-2001, and the BICSI Telecommunications Distribution Methods.

4.7.7 Respondent must detail a Quality Assurance / Quality Control plan that can be put in place to meet the requirements of this RFCSP and maintain the integrity of City communications infrastructure.

4.7.8 Respondent must provide the City with a detailed safety plan.

4.8 Discovery and Reporting of Asbestos

4.8.1 Respondent must employ or have on contract an individual with a minimum of two years working experience in the field of asbestos inspections and/or abatement projects.

4.8.2 A TDH certificate **must** be supplied with the proposal response. Contractor must have an individual licensed by the Texas Department of Health (TDH) as an Asbestos Contractor/Supervisor, competent person, in accordance with 25 TAC 295.41 on staff or on contract available to inspect the working area for potential asbestos material.

4.8.3 In the case where an employee of the contractor expects or determines the exposure of possible asbestos, the employee must notify the contractor's licensed TDH person, stop work and vacate the work area immediately.

4.8.4 It should be noted that if suspected asbestos containing building material (ACBM) may be impacted by the contractor and an alternate route can be taken to prevent the disturbance, the alternate route shall be taken to avoid any possible disturbance of the suspected or identified ACBM. If a case arises, it will be brought to the attention of a City representative working in conjunction with the contractor to make a judgment on whether the re-routing of the cable is most cost effective.

4.9 **CRIMINAL BACKGROUND CHECKS:**

4.9.1 Successful Respondent shall perform complete criminal background checks each year on all employees assigned to perform under this contract, and shall not employ, and if already employed, not utilize said persons to perform under this contract, any employee who has been charged with, served deferred adjudication or probation for, or been convicted of a crime in this or any other state or under federal law, other than minor traffic offenses.

4.9.2 Successful Respondent agrees to provide a copy of the criminal background checks it performs under these requirements to City within 20 days of the start of this contract. Successful Respondent shall conduct criminal background checks on all new employees it hires during the contract term and any renewals, and shall provide City with a copy of the criminal background check, all prior to assigning new employees to work under this contract.

4.9.3 In the event Successful Respondent fails to provide the criminal background checks as required herein, or in the event the information obtained gives the City reason to believe further inquiry is warranted, Successful Respondent agrees to allow the City to perform a complete criminal background checks on each employee assigned to this contract, and shall not assign any employee who has been charged with, served deferred adjudication or probation for, or been convicted of a crime in this or any other state or under federal law, other than minor traffic offenses, to work hereunder.

4.9.4 Successful Respondent shall conduct background checks on all employees assigned to this contract on a annual basis throughout the contract term and any renewals, and shall provide City with a copy of the background checks within 10 days thereafter.

4.9.5 Successful Respondent shall obtain a Consent and Release Authorization good for one year from the date of its signing to permit the City to perform complete background checks on all employees assigned to this contract, and shall obtain new Consent and Release Authorizations each year during the contract term.

4.9.6 All provisions herein regarding criminal background checks shall apply to all subcontractors assigned to work hereunder.

4.9.7 CJIS Compliance on background checks. Some of locations will require that contracted staff has be "CJIS" compliant for access. Compliance information will need to be acquired from City of San Antonio ITSD Security Office.

4.9.8 Any work for the San Antonio International Airport requires contracted staff to obtain San Antonio International Airport "contractor" badges for any work to be performed at SAIA locations and obtain City of San Antonio "contractor" ID badges for the City of San Antonio badging office.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or SEPTEMBER 1, 2014, whichever is later. This contract shall terminate on SEPTEMBER 30, 2017.

Renewals.

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

Temporary Short Term Extensions.

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

Internal / External Catalog.

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

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

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

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

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

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

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

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

Catalog Updates.

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

Insurance.

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

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

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

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory Limits $500,000/$500,000/$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you g. Explosion, Collapse, Underground (XCU)	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. $100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Incorporation of Attachments.

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

Attachment A – Part One – Respondent Questionnaire
Attachment A – Part Two – Experience, Background and Qualifications
Attachment A – Part Three – Proposed Plan
Attachment B – Price Schedule
Attachment C – Contracts Disclosure Form
Attachment D – Litigation Disclosure Form
Attachment E – Small Business Economic Development Advocacy (SBEDA) Program
Attachment F- Veteran-Owned Small Business Preference Program Tracking Form
Attachment G - Supplemental Information Related to the State of Texas Conflict of Interest Requirement
Attachment H – Insurance Certificate
Attachment I – Financial Information
Attachment J – Proposal Checklist
Attachment 1- Small Business Economic Development Advocacy (SBEDA) Program Form
Attachment 2 – Prevailing Wages General Decision Number: TX140002 03/07/2014 TX2
Attachment 3- General Decision Number: TX140016 01/03/2014 TX16
Attachment 4 - City of San Antonio Physical Security System Infrastructure Guidelines
Attachment 5 - Building Telecommunications Wiring and the City of San Antonio Infrastructure Cabling Guidelines

Bonds and Prevailing Wage Rates for Projects

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

Bid Bond.

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

For hard copy bids, the bid bond must accompany the bid. For electronic submissions, Bidder must provide the original bid bond to the City Clerk prior to bid opening in accordance with the instructions for hard copy submissions.

Performance Bond.

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

Payment Bond.

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

Prevailing Wage Rates.

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

Prevailing Wage

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

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

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

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

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

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

General Statement.

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

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

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

Labor Compliance Office Responsibilities.

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

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

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

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

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

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

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

Claims & Disputes Pertaining to Wage Rates.

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

Breach of Wage and Labor Standard Provisions.

The City of San Antonio reserves the right to terminate its contract for cause if the contractor/subcontractors shall for cause if the contractor/subcontractors shall knowingly and continuously breach, without timely restitution or cure, any of these governing Wage and Labor Standard Provisions. A knowing and unremedied proven violation of these Wage and Labor Standard Provisions may also be grounds for debarment of the contractor/subcontractor from future City of San Antonio contracts for lack of responsibility, as determined by the City of San Antonio. Recurrent violations, whether remedied or not, will be considered by the Director of Capital Improvements Management Services Department when assessing the responsibility history of a potential contractor/subcontractor prior to competitive award of future Project Management Office projects. The general remedies stated in this paragraph 4. above, are not exhaustive and not cumulative for the City reserves legal and contractual rights to other specific remedies outlined herein below and in other parts of this contract and as are allowed by applicable City of San Antonio ordinances, state and federal statutes.

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

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

Minimum Wage.

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

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

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

Overtime Compensation Non-Federally Funded Projects.

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

Payment of Cash Equivalent Fringe Benefits.

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

Work Conducted On Holidays-Non-Federally Funded Projects.

If a laborer/mechanic is employed in the normal course and scope of his or her work on the jobsite on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and Martin Luther King, Jr. Day, or the calendar days observed as such in any given year, work performed shall be paid for at no less than one and one half (1 l/2) times the regular minimum hourly base pay regardless of the total number of the laborer/mechanic has accumulated during the pay period.

Underpayment Of Wages Or Salaries.

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

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

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

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

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

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

Notice to Laborers/Mechanics.

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

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

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

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

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

Payrolls & Basic Payroll Records.

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

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

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

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

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

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

Labor Disputes.

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

measures that may be appropriately utilized to mitigate or eliminate the jobsite and scheduling effects of the labor dispute.

Complaints, Proceedings, or Testimony By Employees.

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

Employee Interviews to Assure Wage and Labor Standard Compliance.

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

"Anti-Kickback" Provision.

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

"False or Deceptive Information Provision".

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

Employment of Apprentices/Trainees.

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

Trainees will be permitted to work at less than the predetermined rate for the work performed when they are employed pursuant to an individually registered program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen shall not be greater than that permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress. Any employee listed on the payroll at a trainee wage rate who is not registered and

participating in a training plan approved by the Employment and Training Administration shall be paid not less than the wage rate determined by the classification of work he actually performs. The contractor/subcontractor is required to furnish a copy of the trainee program certification, registration of employee-trainees, ratios and wage rates prescribed in the program, along with the payroll record that the employee is first listed on, to the Labor Compliance Office of the City of San Antonio. In the event the Employment and Training Administration withdraws approval of a training program, the contractor/subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved by the Employment and Training Administration.

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

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

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

Jobsite Conditions.

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

Employment Of Certain Persons Prohibited.

The contractor/subcontractor shall knowingly only employ persons of appropriate ages commensurate with the degree of required skill, strength, maturity and judgment associated with the activity to be engaged in, but not less than the age of fourteen (14) years, as governed by the Child Labor Law found at Chapter 51 of the Texas Labor Code "Child Labor" Texas Department of Labor and Standards rulings and interpretations associated with that statute. It is hereby noted that in some circumstances generally governed by this section, a federal statute (see: Fair Labor Standards Act, 29 USCS Section 212; Volume 6A of the Bureau of National Affairs Wage Hour Manual at Paragraph 96:I; "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 Proposal Equals Original. If Vendor is submitting an electronic proposal, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

Delivery of Goods/Services.

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

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

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

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

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not 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 RFCSP, unless otherwise specified in the Specifications/Scope of Services section of this RFCSP. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

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

Invoicing and Payment.

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

Information Required On Invoice.

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

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

Payment by City.

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

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

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

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

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

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 $50,000; 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, the City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

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

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

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

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

INDEMNIFICATION.

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

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

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

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

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

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to the City at their respective offices, at all reasonable times and as often as City may deem

necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

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

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

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

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

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

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

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

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

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

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

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

007 - SIGNATURE PAGE

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

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

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

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

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

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

Respondent Information
Please Print or Type

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

_____
Signature of Person Authorized to Sign Proposal

008 - STANDARD DEFINITION

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

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

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

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

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

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

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

Director – the Director of City's 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.

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

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

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

Payment Bond - a particular form of security provided by the 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 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 respondents to ask questions about the proposed contract and particularly, the contract specifications.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS

RFCSP ATTACHMENT A, PART ONE

GENERAL INFORMATION

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

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

Principal Address: _____

City: _____State: _____Zip Code: _____

Telephone No._____ Fax No:_____

Website address:_____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

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

___Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____
___ Partnership
___Corporation If checked, check one: ___For-Profit ___ Nonprofit
Also, check one: ___Domestic ___Foreign
___Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____
Job Title: _____

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

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

_____
_____
_____

Provide address of office from which this project would be managed:
City: _____State: _____Zip Code: _____

Telephone No._____ Fax No: _____

Annual Revenue: $_____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

_____
_____
_____

List Related Companies:

_____
_____
_____

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

Name: _____ Title: _____

Address: _____

City: _____State: _____Zip Code: _____

Telephone No._____ Fax No: _____

Email: _____

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

Yes ___ No ___

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

Yes ___ No ___ If "Yes", list authorizations/licenses.

_____

_____

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

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

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

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

Years _____ Months_____

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

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

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

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

Years _____ Months_____

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

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

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

   _____

   _____

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

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

   _____

   _____

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

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

   _____

   _____

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

    _____

    _____

11. **Previous Contracts:**

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

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

       _____

       _____

    b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?
       Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

       _____

       _____

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

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

_____

_____

REFERENCES

Provide three (3) references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

_____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

_____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

_____

RFCSP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

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

1. Fully describe your company and experience as it relates to the following:
   History of company (to include number of years/months in business);
   History of company operations over the past three years;
   History of structured cabling service contracts, facilities or organizations, address, phone numbers, points of contact, length of contracts, and which contracts, if any, were terminated for cause or convenience.

2. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.

3. Describe length of time Respondent has performed project(s) of similar size and scope, including services in high use public buildings.

4. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.

5. List resources, including total number of employees, number and location of offices, number and types of equipment available to support this project. List should include the following if relevant to Respondent: Chief Executive Officer, Chief Financial Officer, Agency Administrator, Account Manager, Project Manager, Registered Communications Distribution Designer, Field Supervisor, Technicians, Etc.

6. If Respondent is proposing as a team or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team and/or sub-contractors have worked together in the past.

7. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope. Panduit Certifications (PCI) for all technicians and sub-contractors who will terminate UTP or fiber cable. Registered Communications Distribution Designer (RCDD) certification for individual(s) assigned to this contract; may be a sub-contractor. A TDH certification from the Texas Department of Health (TDH) for at least one (1) individual with a minimum of two (2) years (preferred) working experience in the field of asbestos inspections and / or abatement projects, who will be assigned to this contract; may be a sub-contractor. All certificates must be valid, currently active and maintain active status through duration on contract.

8. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

9. **Detailed scenarios will be utilized in the evaluation review process in order to determine a respondent's ability to deliver the requirements set forth in this RFCSP. Respondent must demonstrate proficient understanding and technical capacity with regard to structured cabling. Respondents will be evaluated in their ability to complete the tasks outlined in Attachment F – Part Three, Onsite Qualifying Plan.**

Onsite Qualifying Plan

Respondents will be required to perform the following scenarios to determine their capability to perform the requested list of services. These scenarios will be conducted in a City owned facility with a date and time to be scheduled by ITSD after opening.

All materials will be provided by the respondent based on specifications for scenarios identified below. Respondents will be responsible for providing all test equipment necessary to perform the required tasks. In all cases, EIA/TIA wiring standards will be used. EIA/TIA wiring standards and consistency with Section 004 of the RFCSP will be evaluated. Each respondent will be provided a block of 2 hours to perform all tasks.

These scenarios will be used in the evaluation review process, Experience, Background, Qualifications section, to determine a respondent's ability to deliver the requirements set forth in this RFCSP.

Scenario A - Run and test one 25 Pair category 5 plenum rated cable with one end in an existing MDF RJ45 patch panel system (simulated) and the other end in a 6 position surface mount RJ45 jack. Provide printed test results for all 6 jacks.

Scenario B - Run a 6 strand single mode fiber cable terminating ends on LC connectors at both ends. LIU are in place on both ends. Provide printed test results on all strands.

Scenario C - Using the above fiber scenario the 6 strand fiber will be severed. This test will be to restore the fiber back to working condition using fusion splices to include splice cases and all associated hardware. Provide printed test results.

RFCSP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items.

1. Structured Cabling Services Plan – Prepare and submit narrative responses to address the following items. Responses should be limited to a total of 50 pages. Respondent should describe how their firm will meet the City's communication infrastructure requirements in accordance with all criteria listed in Section 004. Respondent should include information such as capacity to provide all of the services required per category: Micro Scale Structured Cabling and Macro Scale Structured Cabling. Respondent should address the availability of materials, stocking supplies and equipment. Indicate what the timeframes are necessary for Respondent to be able to mobilize for each category respectively.

2. Staffing Plan – Describe Respondent Staffing Plan for providing Structured Cabling Services to the City of San Antonio. Respondent should provide an organizational chart showing plan to staff for the contract. For each position reflected on the organizational chart, provide the following information for individual(s) assigned to each position.

3. Quality Assurance/Quality Control (QA/QC) Plan – Describe Respondent current QA/QC Plan to include procedures and personnel utilized for quality control, problem resolution, self –assessment, interaction with City, and control of subcontractors' performance, if any. Explain how your current procedures meet the needs of your current customers. Detail should be provided with ability to comply with all service in accordance with all industry codes and standards defined in the RFCSP.

4. Safety Plan – Describe how Respondent will implement a Safety Plan for the Contract. Vendor should notate any safety awards earned during the administration of other, similar type and sized contracts.

5. Additional Information - Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

6. **Written evaluation scenarios will be utilized in the evaluation review process in order to determine a respondent's ability to deliver the requirements set forth in this RFCSP. Respondent must demonstrate proficient understanding and technical capacity with regard to structured cabling. Respondents will be evaluated in their ability to formulate a job quotation and synopsize the project or provide a statement of work.**

Written Evaluation Scenarios

Respondents are required to give an estimate and detailed synopsis or statement of work (SOW) for the three jobs listed below.

Estimates will be used in the evaluation review process, <u>Proposed Plan</u> section, to determine their accuracy in producing an estimate. All scenarios should be evaluated and quoted at standard labor rates.

Respondent may be required to demonstrate their ability to meet these estimates in some or all instances.

Micro Scale - Task A - Installation of (12) CAT 6 CABLES through a 9' ceiling and terminate both ends of cable on CAT 6 appropriate termination hardware. Please provide an estimate on the installation of these cables and any project management activities.

Respondent is to complete Estimate Form Task A. Synopsis or SOW must be clearly identified and attached as part of the response to the Proposed Plan.

Micro Scale - Task B - Installation of (1) 48 strand single mode fiber optic cable from MDF to third floor IDF. Each pathway
is clear through existing riser conduits and is an estimated length of 150'. Both the MDF and IDF have existing communications cabinets and ladder raceways in place. Please provide an estimate on the installation of these cables and any project management activities.

Respondent is to complete Estimate Form Task B. Synopsis or SOW must be clearly identified and attached as part of the response to the Proposed Plan.

Macro Scale - Task C - Design and installation of underground duct bank consisting of (2) 4" PVC conduits and a depth of 36" in standard soil conditions with a total overall length of 800'. The preferred method on construction is trenching but an alternate pricing proposal for boring has also been requested. There will be the placement of hand-holes at the beginning, 400' and 800' points and the hand-holes needs to be composite material construction with the following dimensions 36"x24"x24". Each hand-hole needs to include all associated hardware.

Respondent is to complete Estimate Form Task C. Synopsis or SOW must be clearly identified and attached as part of the response to the Proposed Plan.

Attachment A, Part Three – Written Evaluation Scenario (Estimate)

ESTIMATE FORM TASK A

JOB SCOPE FOR _____

REQUESTED BY _____ DATE _____

JOB ESTIMATED BY _____

ITEM	DESCRIPTION	EST. UNITS STANDARD	RATE IN DOLLARS STANDARD	EST. UNITS OVERTIME	RATE IN DOLLARS OVERTIME	EXTENDED TOTAL IN DOLLARS
1	(Specify)					
2	(Specify)					
3	(Specify)					
4	(Specify)					
5	(Specify)					
6	(Specify)					
7	(Specify)					
8	(Specify)					
9	(Specify)					
10	(Specify)					
11						
12	(Specify)					
13	(Specify)					
14	(Specify)					
15	(Specify)					
16	(Specify)					
TOTAL TIME ESTIMATE (LABOR)						

Attachment A, Part Three – Written Evaluation Scenario (Estimate)

ESTIMATE FORM TASK B

JOB SCOPE FOR _____

REQUESTED BY _____ DATE _____

JOB ESTIMATED BY _____

ITEM	DESCRIPTION	EST. UNITS STANDARD	RATE IN DOLLARS STANDARD	EST. UNITS OVERTIME	RATE IN DOLLARS OVERTIME	EXTENDED TOTAL IN DOLLARS
1	(Specify)					
2	(Specify)					
3	(Specify)					
4	(Specify)					
5	(Specify)					
6	(Specify)					
7	(Specify)					
8	(Specify)					
9	(Specify)					
10	(Specify)					
11						
12	(Specify)					
13	(Specify)					
14	(Specify)					
15	(Specify)					
16	(Specify)					
TOTAL TIME ESTIMATE (LABOR)						

Attachment A, Part Three – Written Evaluation Scenario (Estimate)

ESTIMATE FORM TASK C

JOB SCOPE FOR _____

REQUESTED BY _____ DATE _____

JOB ESTIMATED BY _____

ITEM	DESCRIPTION	EST. UNITS STANDARD	RATE IN DOLLARS STANDARD	EST. UNITS OVERTIME	RATE IN DOLLARS OVERTIME	EXTENDED TOTAL IN DOLLARS
1	(Specify)					
2	(Specify)					
3	(Specify)					
4	(Specify)					
5	(Specify)					
6	(Specify)					
7	(Specify)					
8	(Specify)					
9	(Specify)					
10	(Specify)					
11						
12	(Specify)					
13	(Specify)					
14	(Specify)					
15	(Specify)					
16	(Specify)					
TOTAL TIME ESTIMATE (LABOR)						

RFCSP ATTACHMENT B
MICRO PRICE SCHEDULE WITH NO PREVAILING WAGE RATES

Services: (see Exhibit 4 for description of services)

ITEM	TYPE OF SERVICE	EST ANNUAL QTY	UNIT PRICING	EXTENDED COST
1.	Cable Installation – Standard rate	5000 cables	$_____.__per cable	$_____._____
	Cable Installation – Overtime rate	500 cables	$_____.__per cable	$_____._____
2.	Fiber Optic Cable Installation – Standard rate	25 cables	$_____.__per cable	$_____._____
	Fiber Optic Cable Installation – Overtime rate	25 cables	$_____.__per cable	$_____._____
3.	Cable Installation – Standard rate	5000 cables	$_____.__per cable	$_____._____
	Cable Installation – Overtime rate	500 cables	$_____.__per cable	$_____._____
4.	Fiber Optic Cable Termination – Standard rate	25 cables	$_____.__per hour	$_____._____
	Fiber Optic Cable Termination – Overtime Rate	25 cables	$_____.__per hour	$_____._____
5.	Miscellaneous Labor– Standard rate	4,200 hrs.	$_____.__per hour	$_____._____
	Miscellaneous Labor– Overtime Rate	100 hrs.	$_____.__per hour	$_____._____
6.	Design Services– Standard rate	1,100 hrs.	$_____.__per hour	$_____._____
	Design Services – Overtime Rate	80 hrs.	$_____.__per hour	$_____._____
7.	Project Management Services – Standard rate	1,100 hrs.	$_____.__per hour	$_____._____
8.	Project Management Services – Overtime Rate	110 hrs.	$_____.__per hour	$_____._____

Materials: (Percentage Increase from Vendor Manifest)

9. Percentage Increase or Mark-Up for Materials _____ %

City shall pay no other fees or expenses, unless expressly provided for herein.

MICRO PRICE SCHEDULE WITH PREVAILING WAGE RATES APPLICABLE

Services: (see Exhibit 4 for description of services)

ITEM	TYPE OF SERVICE	EST ANNUAL QTY	UNIT PRICING	EXTENDED COST
1.	Cable Installation – Standard rate	5000 cables	$_____.__per cable	$_____._____
	Cable Installation – Overtime rate	500 cables	$_____.__per cable	$_____._____
2.	Fiber Optic Cable Installation – Standard rate	25 cables	$_____.__per cable	$_____._____
	Fiber Optic Cable Installation – Overtime rate	25 cables	$_____.__per cable	$_____._____
3.	Cable Installation – Standard rate	5000 cables	$_____.__per cable	$_____._____
	Cable Installation – Overtime rate	500 cables	$_____.__per cable	$_____._____
4.	Fiber Optic Cable Termination – Standard rate	25 cables	$_____.__per hour	$_____._____
	Fiber Optic Cable Termination – Overtime Rate	25 cables	$_____.__per hour	$_____._____
5.	Miscellaneous Labor– Standard rate	4,200 hrs.	$_____.__per hour	$_____._____
	Miscellaneous Labor– Overtime Rate	100 hrs.	$_____.__per hour	$_____._____
6.	Design Services– Standard rate	1,100 hrs.	$_____.__per hour	$_____._____
	Design Services – Overtime Rate	80 hrs.	$_____.__per hour	$_____._____
7.	Project Management Services – Standard rate	1,100 hrs.	$_____.__per hour	$_____._____
8.	Project Management Services – Overtime Rate	110 hrs.	$_____.__per hour	$_____._____

Materials: (Percentage Increase from Vendor Manifest)

9. Percentage Increase or Mark-Up for Materials _____ %

City shall pay no other fees or expenses, unless expressly provided for herein.

Contractor shall provide the City with a 24 hour contact phone number:

Telephone Number: ( ) _____

Cell Phone Number: ( ) _____

Pager Phone Number: ( ) _____

General Manager Phone Number: ( ) _____

MACRO PRICE SCHEDULE WITH NO PREVAILING WAGE RATES

Services: (see Exhibit 4 for description of services)

ITEM	TYPE OF SERVICE	EST ANNUAL QTY	UNIT PRICING	EXTENDED COST
1.	Cable Installation – Standard rate	5000 cables	$_____.__per cable	$_____._____
	Cable Installation – Overtime rate	500 cables	$_____.__per cable	$_____._____
2.	Fiber Optic Cable Installation – Standard rate	25 cables	$_____.__per cable	$_____._____
	Fiber Optic Cable Installation – Overtime rate	25 cables	$_____.__per cable	$_____._____
3.	Cable Installation – Standard rate	5000 cables	$_____.__per cable	$_____._____
	Cable Installation – Overtime rate	500 cables	$_____.__per cable	$_____._____
4.	Fiber Optic Cable Termination – Standard rate	25 cables	$_____.__per hour	$_____._____
	Fiber Optic Cable Termination – Overtime Rate	25 cables	$_____.__per hour	$_____._____
5.	Soil/Dirt Trenching – Standard rate	5,000 ft.	$_____.__per foot	$_____._____
	Soil/Dirt Trenching – Overtime Rate	500 ft.	$_____.__per foot	$_____._____
6.	Asphalt Trenching – Standard rate	2,500 ft.	$_____.__per foot	$_____._____
	Asphalt Trenching– Overtime Rate	250 ft.	$_____.__per foot	$_____._____
7.	Concrete Trenching – Standard rate	2,500 ft.	$_____.__per foot	$_____._____
	Concrete Trenching– Overtime Rate	250 ft.	$_____.__per foot	$_____._____
8.	Rock Trenching – Standard rate	2,500 ft.	$_____.__per foot	$_____._____
	Rock Trenching– Overtime Rate	250 ft.	$_____.__per foot	$_____._____
9.	Normal Soil Directional Boring– Standard rate	2,500 ft.	$_____.__per foot	$_____._____
	Normal Soil Directional Boring– Overtime Rate	250 ft.	$_____.__per foot	$_____._____
10.	Rock Directional Boring– Standard rate	2,500 ft.	$_____.__per foot	$_____._____
	Rock Directional Boring – Overtime Rate	250 ft.	$_____.__per foot	$_____._____
11.	Aerial Cabling– Standard rate	1,000 hrs.	$_____.__per hour	$_____._____
	Aerial Cabling– Overtime Rate	200 hrs.	$_____.__per hour	$_____._____
12.	Underground Cabling– Standard rate	1,000 hrs.	$_____.__per hour	$_____._____
	Underground Cabling– Overtime Rate	200 hrs.	$_____.__per hour	$_____._____

ITEM	TYPE OF SERVICE	EST ANNUAL QTY	UNIT PRICING	EXTENDED COST
13.	Miscellaneous Labor– Standard rate	4,200 hrs.	$_____.__per hour	$_____._____
	Miscellaneous Labor– Overtime Rate	100 hrs.	$_____.__per hour	$_____._____
14.	Design Services– Standard rate	1,100 hrs.	$_____.__per hour	$_____._____
	Design Services – Overtime Rate	80 hrs.	$_____.__per hour	$_____._____
15.	Project Management Services – Standard rate	1,100 hrs.	$_____.__per hour	$_____._____
16.	Project Management Services – Overtime Rate	110 hrs.	$_____.__per hour	$_____._____

Materials: (Percentage Increase from Vendor Manifest)

17. Percentage Increase or Mark-Up for Materials _____ %

City shall pay no other fees or expenses, unless expressly provided for herein.

MACRO PRICE SCHEDULE WITH PREVAILING WAGE RATES APPLICABLE

Services: (see Exhibit 4 for description of services)

ITEM	TYPE OF SERVICE	EST ANNUAL QTY	UNIT PRICING	EXTENDED COST
1.	Cable Installation – Standard rate	5000 cables	$_____.__per cable	$_____._____
	Cable Installation – Overtime rate	500 cables	$_____.__per cable	$_____._____
2.	Fiber Optic Cable Installation – Standard rate	25 cables	$_____.__per cable	$_____._____
	Fiber Optic Cable Installation – Overtime rate	25 cables	$_____.__per cable	$_____._____
3.	Cable Installation – Standard rate	5000 cables	$_____.__per cable	$_____._____
	Cable Installation – Overtime rate	500 cables	$_____.__per cable	$_____._____
4.	Fiber Optic Cable Termination – Standard rate	25 cables	$_____.__per hour	$_____._____
	Fiber Optic Cable Termination – Overtime Rate	25 cables	$_____.__per hour	$_____._____
5.	Soil/Dirt Trenching – Standard rate	5,000 ft.	$_____.__per foot	$_____._____
	Soil/Dirt Trenching – Overtime Rate	500 ft.	$_____.__per foot	$_____._____
6.	Asphalt Trenching – Standard rate	2,500 ft.	$_____.__per foot	$_____._____
	Asphalt Trenching– Overtime Rate	250 ft.	$_____.__per foot	$_____._____
7.	Concrete Trenching – Standard rate	2,500 ft.	$_____.__per foot	$_____._____
	Concrete Trenching– Overtime Rate	250 ft.	$_____.__per foot	$_____._____
8.	Rock Trenching – Standard rate	2,500 ft.	$_____.__per foot	$_____._____
	Rock Trenching– Overtime Rate	250 ft.	$_____.__per foot	$_____._____
9.	Normal Soil Directional Boring– Standard rate	2,500 ft.	$_____.__per foot	$_____._____
	Normal Soil Directional Boring– Overtime Rate	250 ft.	$_____.__per foot	$_____._____
10.	Rock Directional Boring– Standard rate	2,500 ft.	$_____.__per foot	$_____._____
	Rock Directional Boring – Overtime Rate	250 ft.	$_____.__per foot	$_____._____
11.	Aerial Cabling– Standard rate	1,000 hrs.	$_____.__per hour	$_____._____
	Aerial Cabling– Overtime Rate	200 hrs.	$_____.__per hour	$_____._____
12.	Underground Cabling– Standard rate	1,000 hrs.	$_____.__per hour	$_____._____
	Underground Cabling– Overtime Rate	200 hrs.	$_____.__per hour	$_____._____

ITEM	TYPE OF SERVICE	EST ANNUAL QTY	UNIT PRICING	EXTENDED COST
13.	Miscellaneous Labor– Standard rate	4,200 hrs.	$_____.__per hour	$_____._____
	Miscellaneous Labor– Overtime Rate	100 hrs.	$_____.__per hour	$_____._____
14.	Design Services– Standard rate	1,100 hrs.	$_____.__per hour	$_____._____
	Design Services – Overtime Rate	80 hrs.	$_____.__per hour	$_____._____
15.	Project Management Services – Standard rate	1,100 hrs.	$_____.__per hour	$_____._____
16.	Project Management Services – Overtime Rate	110 hrs.	$_____.__per hour	$_____._____

Materials: (Percentage Increase from Vendor Manifest)

17. Percentage Increase or Mark-Up for Materials _____ %

City shall pay no other fees or expenses, unless expressly provided for herein.

Contractor shall provide the City with a 24 hour contact phone number:

Telephone Number: ( ) _____

Cell Phone Number: ( ) _____

Pager Phone Number: ( ) _____

General Manager Phone Number: ( ) _____

RFCSP ATTACHMENT C

CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at

https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf

Instructions for completing the Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

RFCSP ATTACHMENT D

LITIGATION DISCLOSURE FORM

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

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

RFCSP ATTACHMENT E

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM

A. Solicitation Response and Contract Requirements and Commitment

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

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

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

B. SBEDA Program

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

C. Definitions

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

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

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

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

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

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

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

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

subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. SBEDA Program Compliance – General Provisions

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

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its Subcontractors with this term;

2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its Subcontractors or suppliers;

3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;

4. CONTRACTOR shall immediately notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.

5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.

6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.

7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

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

E. SBEDA Program Compliance – Affirmative Procurement Initiatives

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

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

MWBE Subcontracting Program. In accordance with SBEDA Ordinance Section III. D. 8. (d), this contract is being awarded pursuant to the M/WBE Subcontracting Program. CONTRACTOR agrees to subcontract at least ***twenty-four percent (24%)*** of its prime contract value to certified M/WBE firms headquartered or have a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA). The Subcontractor / Supplier Utilization Plan that CONTRACTOR submitted to CITY with its response for this contract (or, as appropriate, that it agrees to submit during the price proposal negotiation phase of this contract), and that contains the names of the certified M/WBE Subcontractors to be used by CONTRACTOR on this contract, the respective percentages of the total prime contract dollar value to be awarded and performed by each M/WBE Subcontractor, and documentation including a description of each M/WBE Subcontractor's scope of work and confirmation of each M/WBE Subcontractor's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Agreement. In the absence of a waiver granted by the SBO, the failure of CONTRACTOR to attain this subcontracting goal for M/WBE firm participation in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and grounds for termination of the contract with the CITY, and may result in debarment from performing future CITY contracts, withholding of payment for retainage equal to the dollar amount of the underutilization below the agreed upon M/WBE subcontracting goals, and/or shall be subject to any other remedies available under the terms of this Agreement for violations of the SBEDA Ordinance, or under any other law.

F. Commercial Nondiscrimination Policy Compliance

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

G. Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone

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

H. Violations, Sanctions and Penalties

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

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;

2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;

3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;

4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and

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

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

1. Suspension of contract;

2. Withholding of funds;

3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;

4. Refusal to accept a response or proposal; and

5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

RFCSP ATTACHMENT F

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

Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance

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

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

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

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

ATTACHMENT - G

SUPPLEMENTAL INFORMATION RELATED TO THE STATE OF TEXAS CONFLICT OF INTEREST REQUIREMENT

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

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

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

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

ATTACHMENT - H

INSURANCE CERTIFICATE

(Information required to be submitted with proposal)

ATTACHMENT – I

FINANCIAL INFORMATION

(Information required to be submitted with proposal)

RFCSP ATTACHMENT J

PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFCSP Attachment A, Part One	
Experience, Background & Qualifications RFCSP Attachment A, Part Two	
Proposed Plan RFCSP Attachment A, Part Three	
Pricing Schedule RFCSP Attachment B	
Contracts Disclosure form RFCSP Attachment C	
Litigation Disclosure RFCSP Attachment D	
* SBEDA Form RFCSP Attachment E; and Associated Certificates, if applicable	
Veteran-Owned Small Business Preference Program (VOSBPP) Form RFCSP Attachment F	
Supplemental Information Related to the State of Texas Conflict of Interest Requirement RFCSP Attachment G	
Proof of Insurability Insurance Provider's Letter Copy of Current Certificate of Insurance, Attachment H	
Financial Information Attachment I	
* Signature Page (only required for a hard copy submission) RFCSP Section 007.	
Proposal Checklist RFCSP Attachment J	
One (1) Original, 10 copies and one (1) CD of entire proposal in PDF format if submitting in hard copy.	

*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.

RFCSP ATTACHMENT 1

Small Business Economic Development Advocacy (SBEDA) Program

(Posted as separate document)

ATTACHMENT 2

Prevailing Wages General Decision Number: TX140002 03/07/2014
(Posted as separate document)

ATTACHMENT 3

General Decision Number: TX140016 01/03/2014 TX16
(Posted as separate document)

ATTACHMENT 4

City of San Antonio Physical Security System Infrastructure Guidelines
(Posted as separate document)

ATTACHMENT 5

Building Telecommunications Wiring and the City of San Antonio Infrastructure Cabling Guidelines
(Posted as separate document)

City of San Antonio

ADDENDUM I

SUBJECT: Request for Competitive Sealed Proposals (RFCSP), Annual Contract for Structured Cabling (RFCSP 14-028, RFx 6100004143), Scheduled to Close: Thursday, June 23, 2014; Date of Issue: May 23, 2014

FROM: Paul J. Calapa
Procurement Administrator

DATE: June 17, 2014

THIS NOTICE SHALL SERVE AS ADDENDUM NO. I - TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSALS

THE ABOVE MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSALS IS HEREBY AMENDED AS FOLLOWS:

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 011, RESTRICTIONS OF COMMUNICATION:

Question 1: Is the City willing to require bonds per P.O. rather than in the amount of the estimated contract price for one year? Since an awarded vendor could be issued some, all or no work under the contract.
For example, if PO#1 is $5,000 and PO #2 is $10,000, then no bonds would be required. But if PO #3 were $100,000 both a performance and payment bond would be required for that job.

Response: The City requires bonds in an annual amount that will be determined at the beginning of each 12 month contract period.

Question 2: Can the City post the May 30th pre-submittal conference sign in sheet?

Response: A redacted document is attached to this Addendum.

Question 3: Is there an estimated cost or budget set for the project?

Response: This is a Request for Competitive Sealed Proposals to establish an annual contract. Annual contract amounts are not defined at this time.

Paul J. Calapa
Procurement Administrator
Finance Department – Purchasing Division

PC/rg

City of San Antonio/*Finance Department*
Request for Competitive Sealed Proposal
Annual Contract for Structured Cabling RFCSP 14-028, 6100004143

Pre-Submittal Conference Sign-in Sheet

Please leave a business card.

Date: 05/30/2014 **Time: 1:00 pm**

(Please PRINT neatly.)

NAME	COMPANY	ADDRESS	PHONE & FAX
Pete Perales	Presidio	[redacted]	[redacted]
Mike Mitchell	COSA - IBD		
Kenneth Ballagers	IES Commercial		
René Valero	HTS Voice & Data		[redacted]
Edson de Zach	COSA - EAA - SBO		

City of San Antonio

ADDENDUM II

SUBJECT: Request for Competitive Sealed Proposals (RFCSP), Annual Contract for Structured Cabling (RFCSP 14-028, RFx 6100004143), Scheduled to Close: Thursday, June 23, 2014; Date of Issue: May 23, 2014

FROM: Paul J. Calapa
Procurement Administrator

DATE: June 20, 2014

THIS NOTICE SHALL SERVE AS ADDENDUM NO. II - TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSALS

THE ABOVE MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSALS IS HEREBY AMENDED AS FOLLOWS:

THE SUBMISSION DEADLINE HAS BEEN CHANGED TO: WEDNESDAY, JULY 2, 2014 AT 2:00 P.M. CENTRAL TIME.

Paul J. Calapa
Procurement Administrator
Finance Department – Purchasing Division

PC/jg

City of San Antonio

ADDENDUM III

SUBJECT: Request for Competitive Sealed Proposals (RFCSP), Annual Contract for Structured Cabling (RFCSP 14-028, RFx 6100004143), Scheduled to Close: Wednesday, July 2, 2014; Date of Issue: May 23, 2014

FROM: Paul Calapa
Procurement Administrator

DATE: July 3, 2014

THIS NOTICE SHALL SERVE AS ADDENDUM NO. III - TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSALS

THE ABOVE MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSALS IS HEREBY AMENDED AS FOLLOWS:

THE SUBMISSION DEADLINE HAS BEEN CHANGED TO: FRIDAY, JULY 11, 2014 AT 2:00 P.M. CENTRAL TIME.

No hard copy bids were received prior to the original submission deadline. Any electronic bids that may have been received at this point are not visible to the City within SAePS and remain sealed. As such, there has been no bid opening. Bid opening will take place on the new submission deadline stated above.

Paul Calapa
Procurement Administrator
Finance Department – Purchasing Division

WF/nd

5 Attachment B - Pricing Schedule

Use the Pricing Schedule that is found in this RFCSP as Attachment B.

Presidio Response:

Presidio acknowledges and has included Pricing Schedules for both Micro and Macro Scale projects.

RFCSP ATTACHMENT B
MICRO PRICE SCHEDULE WITH NO PREVAILING WAGE RATES

Services: (see Exhibit 4 for description of services)

ITEM	TYPE OF SERVICE	EST ANNUAL QTY	UNIT PRICING	EXTENDED COST
1.	Cable Installation – Standard rate	5000 cables	$ 92.50 per cable	$ 462,500.00
	Cable Installation – Overtime rate	500 cables	$ 132.00 per cable	$ 66,000.00
2.	Fiber Optic Cable Installation – Standard rate	25 cables	$ 575.00 per cable	$ 14,375.00
	Fiber Optic Cable Installation – Overtime rate	25 cables	$ 825.00 per cable	$ 20,625.00
3.	Cable Installation – Standard rate	5000 cables	$ 92.50 per cable	$ 462,500.00
	Cable Installation – Overtime rate	500 cables	$ 132.00 per cable	$ 66,000.00
4.	Fiber Optic Cable Termination – Standard rate	25 cables	$ 57.50 per hour	$ 1,437.50
	Fiber Optic Cable Termination – Overtime Rate	25 cables	$ 79.50 per hour	$ 1,987.50
5.	Miscellaneous Labor– Standard rate	4,200 hrs.	$ 44.00 per hour	$ 184,800.00
	Miscellaneous Labor– Overtime Rate	100 hrs.	$ 60.00 per hour	$ 6,000.00
6.	Design Services– Standard rate	1,100 hrs.	$ 150.00 per hour	$ 165,000.00
	Design Services – Overtime Rate	80 hrs.	$ 165.00 per hour	$ 13,200.00
7.	Project Management Services – Standard rate	1,100 hrs.	$ 100.00 per hour	$ 110,000.00
8.	Project Management Services – Overtime Rate	110 hrs.	$ 125.00 per hour	$ 13,750.00

Materials: (Percentage Increase from Vendor Manifest)

9. Percentage Increase or Mark-Up for Materials 12 %

City shall pay no other fees or expenses, unless expressly provided for herein.

MICRO PRICE SCHEDULE WITH PREVAILING WAGE RATES APPLICABLE

Services: (see Exhibit 4 for description of services)

ITEM	TYPE OF SERVICE	EST ANNUAL QTY	UNIT PRICING	EXTENDED COST
1.	Cable Installation – Standard rate	5000 cables	$ 102.50 per cable	$ 512,500.00
	Cable Installation – Overtime rate	500 cables	$ 144.00 per cable	$ 72,000.00
2.	Fiber Optic Cable Installation – Standard rate	25 cables	$ 580.00 per cable	$ 14,500.00
	Fiber Optic Cable Installation – Overtime rate	25 cables	$ 885.00 per cable	$ 22,125.00
3.	Cable Installation – Standard rate	5000 cables	$ 102.50 per cable	$ 512,500.00
	Cable Installation – Overtime rate	500 cables	$ 144.00 per cable	$ 72,000.00
4.	Fiber Optic Cable Termination – Standard rate	25 cables	$ 62.25 per hour	$ 1,556.25
	Fiber Optic Cable Termination – Overtime Rate	25 cables	$ 85.50 per hour	$ 2,137.50
5.	Miscellaneous Labor– Standard rate	4,200 hrs.	$ 46.00 per hour	$ 193,200.00
	Miscellaneous Labor– Overtime Rate	100 hrs.	$ 63.00 per hour	$ 6,300.00
6.	Design Services– Standard rate	1,100 hrs.	$ 150.00 per hour	$ 165,000.00
	Design Services – Overtime Rate	80 hrs.	$ 150.00 per hour	$ 12,000.00
7.	Project Management Services – Standard rate	1,100 hrs.	$ 100.00 per hour	$ 110,000.00
8.	Project Management Services – Overtime Rate	110 hrs.	$ 125.00 per hour	$ 13,750.00

Materials: (Percentage Increase from Vendor Manifest)

9. Percentage Increase or Mark-Up for Materials 12 %

City shall pay no other fees or expenses, unless expressly provided for herein.

Contractor shall provide the City with a 24 hour contact phone number:

Telephone Number: ( ) 210-424-3939 Pete Perales

Cell Phone Number: ( ) 210-213-6062 Pete Perales

Pager Phone Number: ( ) 210-710-6492 Rick Tanner

General Manager Phone Number: ( ) 512-795-7105 Casey Brydson

MACRO PRICE SCHEDULE WITH NO PREVAILING WAGE RATES

Services: (see Exhibit 4 for description of services)

ITEM	TYPE OF SERVICE	EST ANNUAL QTY	UNIT PRICING	EXTENDED COST
1.	Cable Installation – Standard rate	5000 cables	$ 92.50 per cable	$ 462,500.00
	Cable Installation – Overtime rate	500 cables	$ 132.00 per cable	$ 66,000.00
2.	Fiber Optic Cable Installation – Standard rate	25 cables	$ 575.00 per cable	$ 14,375.00
	Fiber Optic Cable Installation – Overtime rate	25 cables	$ 825.00 per cable	$ 20,625.00
3.	Cable Installation – Standard rate	5000 cables	$ 92.50 per cable	$ 462,500.00
	Cable Installation – Overtime rate	500 cables	$ 132.00 per cable	$ 66,00.00
4.	Fiber Optic Cable Termination – Standard rate	25 cables	$ 57.50 per hour	$ 1,437.50
	Fiber Optic Cable Termination – Overtime Rate	25 cables	$ 79.50 per hour	$ 1,987.50
5.	Soil/Dirt Trenching – Standard rate	5,000 ft.	$ 12.50 per foot	$ 62,500.00
	Soil/Dirt Trenching – Overtime Rate	500 ft.	$ 19.00 per foot	$ 9,500.00
6.	Asphalt Trenching – Standard rate	2,500 ft.	$ 29.50 per foot	$ 73,750.00
	Asphalt Trenching– Overtime Rate	250 ft.	$ 49.50 per foot	$ 12,375.00
7.	Concrete Trenching – Standard rate	2,500 ft.	$ 135.00 per foot	$ 337,500.00
	Concrete Trenching– Overtime Rate	250 ft.	$ 174.00 per foot	$ 43,500.00
8.	Rock Trenching – Standard rate	2,500 ft.	$ 62.25 per foot	$ 155,625.00
	Rock Trenching– Overtime Rate	250 ft.	$ 79.25 per foot	$ 19,812.50
9.	Normal Soil Directional Boring– Standard rate	2,500 ft.	$ 47.50 per foot	$ 118,750.00
	Normal Soil Directional Boring– Overtime Rate	250 ft.	$ 60.00 per foot	$ 150,000.00
10.	Rock Directional Boring– Standard rate	2,500 ft.	$ 135.00 per foot	$ 337,500.00
	Rock Directional Boring – Overtime Rate	250 ft.	$ 177.00 per foot	$ 44,250.00
11.	Aerial Cabling– Standard rate	1,000 hrs.	$ 242.50 per hour	$ 242,500.00
	Aerial Cabling– Overtime Rate	200 hrs.	$ 302.50 per hour	$ 60,500.00
12.	Underground Cabling– Standard rate	1,000 hrs.	$ 183.00 per hour	$ 183,000.00
	Underground Cabling– Overtime Rate	200 hrs.	$ 274.50 per hour	$ 54,900.00

ITEM	TYPE OF SERVICE	EST ANNUAL QTY	UNIT PRICING	EXTENDED COST
13.	Miscellaneous Labor– Standard rate	4,200 hrs.	$ 44.00 per hour	$ 184,800.00
	Miscellaneous Labor– Overtime Rate	100 hrs.	$ 60.00 per hour	$ 6,000.00
14.	Design Services– Standard rate	1,100 hrs.	$ 150.00 per hour	$ 165,000.00
	Design Services – Overtime Rate	80 hrs.	$ 165.00 per hour	$ 13,200.00
15.	Project Management Services – Standard rate	1,100 hrs.	$ 100.00 per hour	$ 110,000.00
16.	Project Management Services – Overtime Rate	110 hrs.	$ 125.00 per hour	$ 13,750.00

Materials: (Percentage Increase from Vendor Manifest)

17. Percentage Increase or Mark-Up for Materials 12 %

City shall pay no other fees or expenses, unless expressly provided for herein.

MACRO PRICE SCHEDULE WITH PREVAILING WAGE RATES APPLICABLE

Services: (see Exhibit 4 for description of services)

ITEM	TYPE OF SERVICE	EST ANNUAL QTY	UNIT PRICING	EXTENDED COST
1.	Cable Installation – Standard rate	5000 cables	$ 102.50 per cable	$ 512,500.00
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	Fiber Optic Cable Installation – Overtime rate	25 cables	$ 885.00 per cable	$ 22,125.00
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	Fiber Optic Cable Termination – Overtime Rate	25 cables	$ 85.50 per hour	$ 2,137.50
5.	Soil/Dirt Trenching – Standard rate	5,000 ft.	$ 13.50 per foot	$ 67,500.00
	Soil/Dirt Trenching – Overtime Rate	500 ft.	$ 20.50 per foot	$ 10,250.00
6.	Asphalt Trenching – Standard rate	2,500 ft.	$ 32.00 per foot	$ 80,000.00
	Asphalt Trenching– Overtime Rate	250 ft.	$ 54.00 per foot	$ 13,500.00
7.	Concrete Trenching – Standard rate	2,500 ft.	$ 66.00 per foot	$ 165,000.00
	Concrete Trenching– Overtime Rate	250 ft.	$ 84.00 per foot	$ 21,000.00
8.	Rock Trenching – Standard rate	2,500 ft.	$ 136.50 per foot	$ 341,250.00
	Rock Trenching– Overtime Rate	250 ft.	$ 178.00 per foot	$ 44,500.00
9.	Normal Soil Directional Boring– Standard rate	2,500 ft.	$ 51.00 per foot	$ 127,500.00
	Normal Soil Directional Boring– Overtime Rate	250 ft.	$ 63.00 per foot	$ 15,750.00
10.	Rock Directional Boring– Standard rate	2,500 ft.	$ 138.00 per foot	$ 345,000.00
	Rock Directional Boring – Overtime Rate	250 ft.	$ 182.00 per foot	$ 45,500.00
11.	Aerial Cabling– Standard rate	1,000 hrs.	$ 244.00 per hour	$ 244,000.00
	Aerial Cabling– Overtime Rate	200 hrs.	$ 304.00 per hour	$ 60,800.00
12.	Underground Cabling– Standard rate	1,000 hrs.	$ 195.00 per hour	$ 195,000.00
	Underground Cabling– Overtime Rate	200 hrs.	$ 280.00 per hour	$ 56,000.00

ITEM	TYPE OF SERVICE	EST ANNUAL QTY	UNIT PRICING	EXTENDED COST
13.	Miscellaneous Labor– Standard rate	4,200 hrs.	$ 46.00 per hour	$ 193,200.00
	Miscellaneous Labor– Overtime Rate	100 hrs.	$ 63.00 per hour	$ 6,300.00
14.	Design Services– Standard rate	1,100 hrs.	$ 150.00 per hour	$ 165,000.00
	Design Services – Overtime Rate	80 hrs.	$ 150.00 per hour	$ 12,000.00
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Materials: (Percentage Increase from Vendor Manifest)

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City shall pay no other fees or expenses, unless expressly provided for herein.

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Cell Phone Number: ( ) 210-213-5062 Pete Perales

Pager Phone Number: ( ) 210-710-6492 Rick Tanner

General Manager Phone Number: ( ) 512-795-7105 Casey Brydson

007 - SIGNATURE PAGE

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

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

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

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

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

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

Respondent Information
Please Print or Type

Vendor ID No.	1028386
Signer's Name	Stacy Hutchings, Regional Vice President
Name of Business	Presidio Networked Solutions Group, LLC
Street Address	1955 Lakeway Drive Suite 220
City, State, Zip Code	Lewisville, TX 75057
Email Address	SHutchings@Presidio.com
Telephone No.	469.549.3825
Fax No.	469.549.3973
City's Solicitation No.	6100004143

Signature of Person Authorized to Sign Proposal