LOC/fpr
4/16/15
Item No. 7

AN ORDINANCE 2015-04-16-0302

ACCEPTING THE OFFER FROM MULDER FIRE PROTECTION, INC. TO PROVIDE FIRE SPRINKLER INSPECTIONS AND MAINTENANCE FOR THE ALAMODOME FOR AN ESTIMATED ANNUAL COST OF $77,000.00.

* * * * *

WHEREAS, an offer was submitted by Mulder Fire Protection, Inc. to provide the City of San Antonio with fire sprinkler inspections and maintenance for the Alamodome for an estimated annual cost of $77,000.00; and

WHEREAS, the Texas Local Government Code indicates that competitive bidding is not required under section 252.022(a)(2), which provides for a procurement necessary to protect the public health or safety; **NOW THEREFORE:**

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

SECTION 1. The offer submitted by Mulder Fire Protection, Inc. to provide the City of San Antonio with fire sprinkler inspections and maintenance at the Alamodome for an estimated annual cost of $77,000.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the contract is attached hereto and incorporated herein for all purposes as **Exhibit I.**

SECTION 2. Amounts will be encumbered upon issuance of purchase orders, and payment is authorized to Mulder Fire Protection, Inc. All expenditures will be in accordance with the Fiscal Year 2015 and subsequent budgets that fall within the term period of this contract approved by City Council.

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

PASSED and APPROVED this 16th day of April, 2015.

Ivy R. Taylor

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**7 (in consent vote: 5, 6, 7, 8, 9, 10, 11, 13, 15, 16, 17, 18, 19, 21, 22)**
Date:	04/16/2015
Time:	10:54:33 AM
Vote Type:	Motion to Approve
Description:	An Ordinance accepting the offer from Mulder Fire Protection, Inc. to provide fire sprinkler inspections and maintenance for the Alamodome for an estimated annual cost of $77,000.00. [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			x	
Cris Medina	District 7	x					
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

EXHIBIT I

CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

FORMAL INVITATION FOR BID ("IFB") NO.: 6100005157

ANNUAL CONTRACT FOR FIRE SPRINKLER INSPECTIONS AND MAINTENANCE FOR ALAMODOME

ORIGINAL

Date Issued: OCTOBER 21, 2014

BIDS MUST BE RECEIVED **NO LATER** THAN:
2:00 PM CT November 7, 2014

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

Address for hard copy responses:

Physical Address:
City Clerk's Office
100 Military Plaza
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

"A/C FOR FIRE SPRINKLER INSPECTIONS AND MAINTENANCE FOR ALAMODOME"

Bid Due Date: 2:00 p.m. CT, NOVEMBER 7, 2014

Bid No.: 6100005157

Bidder's Name and Address

Bid Bond: No Performance Bond: No Payment Bond: No Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: N/A DBE / ACDBE Requirements:

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

Pre-Submittal Conference * YES

* If YES, the Pre-Submittal conference will be held on OCTOBER 28, 2014 at 9:00 AM CT at ALAMODOME, MEETING ROOM M, 100 MONTANA, SAN ANTONIO, TEXAS 78203

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

SBEDA Contact Information: Diane E. Nicho, 210-207-8088, diane.nicho@sanantonio.gov

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003 - INSTRUCTIONS FOR BIDDERS

Submission of Bids.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

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

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

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

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

Pre-Submittal Conference.

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

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

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

Changes to IFB.

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

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

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

Preparation of Bids.

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

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

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

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

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

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

Description of Supplies.

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

Interlocal Participation.

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

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

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

Rejection of Bids.

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

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

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

The bid is conditional; or

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

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

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

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

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

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

Evaluation and Award of Contract.

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

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

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

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

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

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

Inspection of Facilities/Equipment.

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

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

Prompt Payment Discount.

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

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

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

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

Bid Protest Procedures.

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

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

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

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

Conflict of Interest. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205." Bidder should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed bid. The Purchasing Division will not deliver the form to the City Clerk for you.

004 - SPECIFICATIONS / SCOPE OF SERVICES

SCOPE: The City of San Antonio is soliciting bids for Fire Sprinkler System Inspections and Maintenance at the Alamodome, a facility of the Convention and Sports Facilities Department (CSF), in accordance with the specifications listed herein.

Fire extinguisher and Ansul suppression system inspections and maintenance are NOT included in this Invitation for Bid.

ITEM 1:

A. ANNUAL FIRE SPRINKLER INSPECTIONS

Frequency: Annually
Inspection Due Date: July 10 each year of contract

Visual Inspection – Annual Inspection:

a. Call security and / or Fire Department to report location of test. (These contact numbers are listed in Attachment B – Contractor Site Rules.)

b. Inspect main valve for proper signage, trimming, retard valves for proper gauges; spare sprinkler head cabinet with heads and wrench.

c. Inspect sprinkler heads for proper temperature, installation, proper condition, free of rust, paint, damage, obstruction, and spacing for proper coverage.

d. Inspect hangers and bracing for proper installation, damage, rust/corrosion, spacing, size and type.

e. Inspect piping and fittings for proper size, overloading, too many sprinkler heads on one line, rust, corrosion, and proper coverage.

f. Inspect for proper stock storage, obstruction to any part of system, articles hanging on sprinkler system, unprotected areas and general condition of sprinkler system and components.

g. Inspect system exterior for obstruction, corrosion, proper temperature rating, and correct spacing.

h. "Dry trip" dry-pipe alarm valves and pre-action valves (when temperature is less than 40 degrees).

i. Test water flow alarms, mechanical only. Electrical flow alarms/tampers, operation can be verified with the assistance of customer provided personnel, unless contractor is concurrently performing inspection of Fire Alarm System. Facility representative will verify alarm signals at the building fire alarm panel.

j. Flow test 2" main drains.

k. Exercise all post indicator valves and lubricate.

l. Clean strainer on system – including water motor gong.

m. Check air compressor – oil, belts, condensation drains.

n. Record flow pressures for "static" and "residual".

o. Inspect pressure relief valve for proper operation.

p. Inspect check valves for proper seal and operation.

q. Inspect water motor gong for proper operation.

r. Flow inspector's test connection at each wet system location and record response time in seconds.

s. Inspect fire department connections – ground and roof.

t. Exercise sectional valves, gate, and OS & Y valves.

u. Lubricate all system valves.

v. Inspect fire hydrant control valves.

Wet Pipe and Alarm Valves –Annual Inspection:

a. Call security and / or Fire Department to report location of test. (These contact numbers are listed in Attachment B – Contractor Site Rules.)

b. Record top and bottom pressure on sprinkler system before activating.

c. Look for drain leaks, main, auxiliary and bell lines before activating.

d. Test system with a 2" drain valve: record static and residual pressures.

e. Test system with inspector's test valve, recording flow pressure and timing alarm. Flush main sprinkler until water is clean.

f. Test alarm through inspector's test. Time delay on alarm is relative to false alarms or no alarms; therefore, timing of this test is vital to all alarms connected to the sprinkler system.

g. Test alarms through inspector's by-pass valve.

h. Test and lube all main system control and section valves for proper operation.

i. Test and lube fire department connection. The connection must be visible, free of obstruction and spin or turn freely. Caps must be in place.

Wet Standpipes with Fire Hose – Annual Inspection:

a. Inspect and visually check fire hose for age, cuts, abrasions, mildew, and general misuse.

b. Inspect and operate nozzles, check for gaskets.

c. Inspect and operate control valves, each floor.

d. Inspect and flush standpipe system.

e. Inspect for proper racking in cabinet.

f. Inspect for proper pressure reducing device.

g. Inspect for proper accessibility and fire hose identification signs.

h. Inspect all fire hoses as required, including refolding and putting hose back in its proper place and inspecting connections. Refold hose in a different hose fold.

Dry Pipe & Valve Systems – Annual Inspection:

a. Call security and / or Fire Department to report location of test. (These contact numbers are listed in Attachment B – Contractor Site Rules.)

b. Record top and bottom pressure on sprinkler system before activating.

c. Facility representative will verify alarm signals at the building fire alarm panel.

d. Look for drain leaks, main, auxiliary and bell lines before activating.

e. Test system with a 2" drain valve: record static and residual pressures.

f. Test and lube all main system control and section valves for proper operation.

g. Ensure the fire department connection is visible, free of obstructions, and spin or turn freely. Caps must be in place.

h. Thoroughly clean valve inside and reset.

i. Restore air in valve; open main water control valve and leave in "Normal" operating position.

j. Contractor will visually inspect the air compressor and verify operation of the compressor and drain any condensation from tank mounted air compressors.

k. Record flow for static, system air pressure, trip point, air pressure, trip time in minutes to seconds.

B. Annual Fire Pump Flow Test:

a. Perform an annual inspection on each of the four fire pumps. A written Inspection Report must be completed on each system, recording test results and discrepancies and shall include the inspection location and detailed descriptions of discrepancies found.

b. Complete an annual test on each of the four fire pumps at the Alamodome to include Fire Pump flow tests annually. Coordination with the Fire Marshall will determine whether an internal or external flow test will be performed at the Alamodome.

c. Contractor will test annually through test header or internally.

d. Contractor will perform visual inspections of the fire pump appurtenances to be performed at each flow interval (no flow, 100% and 150%) during annual inspection.

e. Contractor will record electric motor voltage, pump speed rpm, flow rates and pilot readings during annual inspection.

f. Contractor will check the drainage of the packing glands prior to the start of the test and after the test & adjust annually.

C. Annual Fire Line Backflow Preventer Inspection:

a. Perform annual backflow inspection on each of the <u>five (5)</u> fire backflow devices.

I. Model FEBCO 805YDC, Serial #B14180, Size: 10", Location: NW Fire Room – Field Quad D

II. Model FEBCO 805YDC, Serial #B14179, Size: 10", Location: NE Fire Room – Field Quad A

III. Model WILKINS 305A, Serial #U14151, Size: 6", Location: Warehouse – Lot A

IV. Model WATTS 709 DC, Serial #126506, Size: 3", Location: Boiler Room – Lot A

V. Model WATTS 10, Serial #07567, Size: 1 1/2", Location: Generator Building – Lot A

b. Upon completion of the inspection, documentation will be forwarded by Contractor to SAWS and the Facility Contact for the Alamodome stating that the backflow preventer has been tested and inspected in accordance with manufacturer's recommendation.

ITEM 2:

A. OTHER THAN ANNUAL INSPECTIONS

Frequency: 3 quarterly inspections following the Annual Inspection
Inspection Due Dates:

a. January each year of contract
b. April each year of contract
c. October each year of contract

General Inspection – Other than Annual Inspection:

a. Flow inspector's test connection at each location and record response time in seconds.

b. Inspect fire department connections – ground and roof.

c. Exercise sectional valves, gate, and OS & Y valves.

d. Lubricate all system valves.

e. Test water flow alarms, mechanical only. (Clarification: Electrical flow alarms/tampers, operation can be verified with the assistance of customer provided personnel, unless contractor is concurrently performing inspection of Fire Alarm System.) Facility representative will verify alarm signals at the building fire alarm panel.

f. Exercise all post indicator valves and lubricate.

g. Inspect water motor gong for proper operation.

h. Inspect main valve for proper signage, trimming, retard valves for proper gauges; spare sprinkler head cabinet with heads and wrench.

i. Flow test 2" main drains.

j. Clean strainer on system – including water motor gong.

Wet Pipe and Alarm Valves – Other than Annual Inspection:

a. Call security and / or Fire Department to report location of test. (These contact numbers are listed in Attachment B – Contractor Site Rules.)

b. Record top and bottom pressure on sprinkler system before activating.

c. Look for drain leaks, main, auxiliary and bell lines before activating.

d. Test system with a 2" drain valve: record static and residual pressures.

e. Test system with inspector's test valve, recording flow pressure and timing alarm. Flush main sprinkler until water is clean.

f. Test alarm through inspector's test. Time delay on alarm is relative to false alarms or no alarms; therefore, timing of this test is vital to all alarms connected to the sprinkler system.

g. Test alarms through inspector's by-pass valve.

h. Test and lube all main system control and section valves for proper operation.

i. Test and lube fire department connection. The connection must be visible, free of obstruction and spin or turn freely. Caps must be in place.

Wet Standpipes with Fire Hose – Other than Annual Inspection:

a. Inspect and operate control valves, each floor

Dry Pipe & Valve Systems – Other than Annual Inspections:

a. Call security and / or Fire Department to report location of test. (These contact numbers are listed in Attachment B – Contractor Site Rules.)

b. Record top and bottom pressure on sprinkler system before activating.

c. Facility representative will verify alarm signals at the building fire alarm panel.

d. Look for drain leaks, main, auxiliary and bell lines before activating.

e. Ensure the fire department connection is visible, free of obstructions, and spin or turn freely. Caps must be in place.

ITEM 3:

A. WEEKLY INSPECTIONS

Frequency: Weekly
Inspection Due Date: Once per week each week of the contract

Fire Pump Run Sequence Test (Churn Test)

Perform weekly fire pump run sequence test (churn test) for automatic start, run and shut down procedure test. Weekly test should be confined to the pump room; entire system shall not be pressurized.

ITEM 4:

A. 5-YEAR INTERNAL VALVE INSPECTION

Frequency: Once - This inspection is only required in the first year of the contract
Inspection Due Date: January 2015

a. Alarm valves and their associated strainers, filters, restriction orifices, and diaphragm chambers shall be inspected internally every 5 years unless tests indicate a greater frequency is necessary.

b. Valves shall be inspected internally to verify that all components operate correctly, move freely, and are in good condition.

c. An internal inspection of valves that can be reset without removal of a faceplate shall be permitted to be conducted every 5 years.

d. Strainers, filters, restricted orifices, and diaphragm chambers shall be inspected internally every 5 years unless tests indicate a greater frequency is necessary.

Due to the accessibility of piping and mains, if foreign material or excessive corrosion is found at alarm valves a pipe inspection will be required and a quote will be presented to the Facility Contact for each system with these deficiencies.

ITEM 5: SERVICE CONTRACT REQUIREMENTS

A. **Hourly Labor Rate I** – Hourly rate for Regular working hours repairs, from 8:00 A.M. to 5:00 P.M., Monday through Friday. Hourly rates shall be provided for Journeyman, Apprentice, and Helper.

B. **Hourly Labor Rate II** – Hourly rate for After Hours/Overtime repairs, before 8:00 A.M. or after 5:00 P.M., or on weekends or holidays. Hourly rates shall be provided for Journeyman, Apprentice, and Helper.

C. **Parts** – Bids for parts and supplies shall be submitted on a percentage above vendor cost. Evidence of said costs shall be submitted with invoice, for each repair or service call. Proof of costs shall be printed, properly identified and dated as to issuance and effectiveness.

D. Selected contractor to repair valves, sprinkler heads, pipes, or any other devices directly related to the fire protection system that are found to need attention as a result of the inspection. A quote will be provided to the Facility Contact and a Purchase Order must be obtained prior to any work being performed.

E. Fire pumps to be kept in working order. Any and all recommended repairs that are identified by the Contractor must be presented to the Facility Contact in writing in the form of a quote that separates labor and material costs. Travel, gasoline, shipping, and other charges shall be included in the price and cannot be invoiced as separate line items.

F. Regular and after hours/overtime hourly rates are to be established in the Price Schedule and selected Contractor must have a multiple man crew available to perform maintenance and inspections. Every effort should be made to make repairs during regular working hours but Contractor must be available to provide 24 hour service as may be required by the facilities. The hourly rate quoted shall include full compensation for labor, equipment use, travel time, and any other cost to the Contractor other than parts. Hours are counted from the time Contractor's staff arrives at the work location until they leave the work location.

6. DEFINITIONS

A. "Fire Alarm Technician" means a licensed individual designated by a registered firm to:

   a. Inspect and certify that each fire alarm or detection system as installed meets the standards provide by law; or
   b. Perform or directly supervise the servicing or maintaining of a previously installed fire alarm device or system and certify that service or maintenance.

B. "Maintenance" means the maintenance of a fire alarm device or a fire detection device in a condition of repair that provides performance as originally designed or intended.

C. "Registered Firm" means an individual or organization that holds a registration certificate.

D. "Service" or "Servicing" means inspection, maintenance, repair, or testing of a fire alarm device or a fire detection device.

7. GENERAL REQUIREMENTS:

A. Contractor must furnish an inspection report for the facility to the Facility Contact for a signature verifying that service was performed and checked by him. A copy of this report shall be left with the Facility Contact. Each standpipe system will require a tag and shall be dated when inspection was last performed. The previous year's tag shall not be reused.

B. A facility representative will verify alarm signals at the buildings fire alarm panels for all required inspections.

C. Additional work on this contract can only be done with prior City approval. The City, however reserves the right to solicit bids from other companies on repair work that is not specifically included in the scope of this contract.

D. Contractor shall be aware that work performed and materials and parts supplied under this service agreement will be reviewed and monitored by the Facility Contact. Parts, maintenance procedures and workmanship will be in accordance with manufacturer recommendations of the equipment and professional trade standards.

E. Time shall be based on actual time spent on the job site. Travel charges to the job site will NOT be allowed or reimbursed as separate charges.

F. Contractor shall check in with Security and the Facility Contact each day and upon arrival at the facility to report work areas and /or locations of tests to be performed.

G. All necessary safety cones and barriers at the job site(s) during the execution of work to alert building occupants of potential hazards shall be provided by the Contractor. Scissor lifts, man-lifts or any other equipment necessary to perform the job are to be provided and paid for by the successful Contractor.

H. Upon completion of inspections and the submittal of inspection reports to the Facility Contact, an estimate for additional services shall be submitted to the Facility Contact. A purchase order must be obtained by Contractor prior to any additional work being done under this contract. If the repair is required in order to pass an inspection, Contractor shall make repair so as to pass inspection and Contractor will not be allowed to charge the facility for re-inspection.

I. Contractor shall be responsible for the conduct and performance of the Contractor's employees. At all City facilities and/or work locations, Contractor's personnel must be properly uniformed and shall show a valid ID with an identifying company name/logo.

J. Contractor shall follow Contractor Site Rules attached as Attachment B.

K. Contractor shall park only in parking spaces designated by the Facility contact. The City will not be responsible for any violations, fines, or tickets incurred by the Contractor.

L. It shall be the Contractor's responsibility for storage of any materials and the City will not be responsible for loss or damage to materials, tools, appliances, or work arising from acts of theft, vandalism, malicious mischief or other causes.

M. If awarded this contract, Contractor shall provide a company contact and phone numbers for Regular Working Hours and After Hours (24/7) use by the City for all inquiries and requests for emergency services from the City. Contractor shall have a **manned** 24 hour service call number.

8. PERFORMANCE WARRANTY:

Work performed shall meet all applicable standards and codes. The contractor shall guarantee all work against any defects in workmanship; and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of one year after completion of work. The warranty period shall commence upon date of acceptance by the City.

9. MATERIAL WARRANTY:

Materials provided shall be in current production, as offered to commercial trade, and shall be of quality material. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MATERIALS ARE NOT ACCEPTABLE. Materials shall be warranted against material defects and defects in workmanship for a period of not less than 12 months and shall cover 100 percent parts and labor. The warranty period shall commence upon date of acceptance by the City. If the manufacturer's standard warranty period exceeds 12 months, then the standard warranty period shall be in effect. The contractor shall be ultimately responsible for the warranty. The contractor shall provide the designated City representative with all manufacturers' warranty documents upon completion of service prior to leaving the job site.

10. PROOF OF CERTIFICATION:

A. Contractor shall submit certifications listed below with bid response and present commercial experience for technicians and helpers.

SCR - Sprinkler Certificate of Registration - General
RME-G - Responsible Managing Employee - General License
RME-I - Responsible Managing Employee – General Inspector

B. Contractor must be registered in accordance with Section 6002.151 of the Texas Insurance Code.

11. INSPECTION & TEST PROCEDURE REQUIREMENTS

A. All inspections and maintenance services performed at the Alamodome shall be completed in accordance with the following codes and requirements:

a. NFPA 013, 025 (sprinkler), and 014 (standpipe)
b. NFPA Inspection Manual
c. National Fire Codes
d. Local and State Fire Codes

12. SYSTEM LOCATIONS AND LOCATION DESCRIPTIONS FOR ALAMODOME

The following table lists locations that are required to be inspected and maintained in accordance with the specifications defined herein.

LEVEL	SYSTEM #		DESCRIPTION/LOCATION	# OF VALVES	OPERATOR
Field	1	FL	Escalator Media Rooms (under 101)	1	24" CHAIN
	2	FL	Low Rise Storage (under 108)	1	24" CHAIN
	3	FL	Chiller Room (under 116)	1	24" CHAIN
	4	FL	Telecommunications Office (under 119)	1	24" CHAIN
	5	FL	Electrical Room Quad B Dry (off SE tunnel)	1	24" CHAIN
	6/7	FL	Break Room (behind south wall) (under 122	1	24" CHAIN
	8	FL	Quad C - next to ARA warehouse (closet door) (under 131	1	24" CHAIN
	9	FL	Field Level West 50 yd. line (under 134)	1	24" CHAIN
	NE	FL	Mechanical Room Fire Pumps (under 105)	10	24" CHAIN
	NW	FL	Mechanical Room Fire Pumps (under 141)	10	24" CHAIN
	Boiler Room	FL	Dry System (outside SE)	2	24" CHAIN
	Generator Rm.	FL	Dry System (outside SW)	1	24" CHAIN
Plaza	1	PEL	Section 144 Eastside of escalator/storage	1	24" CHAIN
	2	PEL	Section 107 Inside concession stand electrical room	1	24" CHAIN
	3	PEL	Section 117 Inside concession stand electrical room	1	24" CHAIN
	4	PEL	Section 123 Inside custodial storage room	1	24" CHAIN
	5	PEL	Section 129 Inside concession stand electrical room	1	24" CHAIN
	6	PEL	Section 139 Inside concession stand electrical room	1	24" CHAIN
Mezzanine	1	ML	North Control Booth (outside N. Elevator Lobby)	1	24" CHAIN
	2	ML	"E" NE Area Electrical room	1	24" CHAIN
	3	ML	"E" SE Area Electrical room	1	24" CHAIN
	4	ML	Admin Office Closet (SE)	1	24" CHAIN
	5	ML	Next to Alamobowl storage (Elect. closet Quad D)	1	24" CHAIN
Club	1	CL	Section 242 Store room in corner behind office	1	24" CHAIN
	2	CL	Section 207 Inside concession stand electrical room	1	24" CHAIN
	3	CL	Section 217 Inside concession stand electrical room	1	24" CHAIN
	4	CL	Section 220 Store room in corner behind restroom	1	24" CHAIN
	5	CL	Section 229 Inside concession stand electrical room	1	24" CHAIN
	6	CL	Section 238 Inside concession stand electrical room	1	24" CHAIN
Upper Concourse	1	UCL	Section 303 Utility closet	1	24" CHAIN
	2	UCL	Section 309 Inside concession stand	1	24" CHAIN
	3	UCL	Section 317 Utility closet	1	24" CHAIN
	4	UCL	Section 327 Inside utility closet	1	24" CHAIN
	5	UCL	Section 333 Inside electrical room	1	24" CHAIN

	6	UCL	Section 340 Inside concession stand electrical room	1	24" CHAIN
Upper Seating in Stadium	1	USL	NE Section # 302	1	24" CHAIN
	2	USL	NE Section # 310	1	24" CHAIN
	3	USL	SE Section # 315	1	24" CHAIN
	4	USL	SE Section # 323	1	24" CHAIN
	5	USL	SW Section # 326	1	24" CHAIN
	6	USL	SW Section # 334	1	24" CHAIN
	7	USL	NW Section # 339	1	24" CHAIN
	8	USL	NW Section # 342	1	24" CHAIN
Mechanical Mezzanine	West 50 yd. Landing	MML	Stand Pipes (stairs)	2	24" CHAIN
	1	MML	NE Section # 302	1	24" CHAIN
	2	MML	NE Section # 312	1	24" CHAIN
	3	MML	SW Section # 326	1	24" CHAIN
	4	MML	NW Section # 335	1	24" CHAIN
	East 50 yd. Landing	MML	Stand Pipes (stairs)	2	24" CHAIN
Outside Systems	Warehouse	standalone	Stand Pipe in Outside Bldg – NE Corner of Warehouse	1	1 VALVE
Boiler Room	Lot A	standalone	Stand Pipe off Outside Fire Line not Pumps	1	24" CHAIN
Generator Bldg.	Lot A	standalone	Stand Pipe off Outside Fire Line not Pumps	1	24" CHAIN

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or JANUARY 1, 2015, whichever is later. This contract shall begin upon the date specified in the award letter, if it does not exceed $50,000. This contract shall terminate on DECEMBER 31, 2017.

Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for TWO additional ONE 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.

Temporary Contract Pending Award of Contract by City Council

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

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

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

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

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.

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

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

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

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

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

Insurance.

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

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

C. A Vendor's financial integrity is of interest to the City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by the City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, 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 $500,000/$500,000/$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations *b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage e. $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

D. 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 the Vendor and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

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

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

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

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

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

G. 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.

H. In addition to any other remedies the 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, the 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.

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

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

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

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 – Price Schedule
Attachment B - Contractor Site Rules
Attachment C – Supplemental Information Related to the State of Texas Conflict of Interest Requirement
Attachment D – Veteran-Owned Small Business (VOSB) Preference Program Tracking Form
Attachment E – Local Preference Program (LPP) Ordinance
Attachment F – Non-Discrimination Language
Attachment G - Small Business Economic Development Advocacy (SBEDA) Program Forms
Attachment H – References
Attachment I – Veteran-Owned Small Business Preference Program (VOSB) Ordinance
Attachment J - Small Business Economic Development Advocacy (SBEDA) Program
Attachment K – Redacted Pre-Submittal Conference Sign-In Sheet

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

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

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

Invoicing and Payment.

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

Information Required On Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable

stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

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

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

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

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

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

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

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

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

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

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

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

Termination.

Termination-Breach. Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without

further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

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

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

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

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

INDEMNIFICATION.

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

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

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

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

Records Retention.

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

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

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

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

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

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

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

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

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

and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

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

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

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

ORIGINAL

007 - SIGNATURE PAGE

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

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

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

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

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

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

Bidder Information
Please Print or Type

Vendor ID No.	V10124016
Signer's Name	Edward Mulder
Name of Business	Mulder Fire Protection, Inc.
Street Address	5807 La Colonia
City, State, Zip Code	San Antonio, Tx 78218
Email Address	mfp.fire@yahoo.com
Telephone No.	(210) 661-4257
Fax No.	(210) 659-1418
City's Solicitation No.	6100005157

Edward Mulder
Signature of Person Authorized to Sign Bid

008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS

ATTACMENT A

PRICE SCHEDULE

(Posted as Separate Document)

Attachment A
Price Schedule

Local Preference Program (LPP) Ordinance

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio (City) to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, effective for solicitations issued after May 1, 2013.

This solicitation is subject to the Local Preference Program. For more information on the program, refer to the Local Preference Program Identification Form attached to this solicitation.

In order to receive consideration the Local Bidder must complete and return the attached Local Preference Identification Form.

Item	Description	Estimated Annual Quantity	Year 1	Year 2	Year 3	Year 4	Year 5
ITEM 1:	ANNUAL INSPECTIONS						
1A.	Annual Fire Sprinkler Inspections	1					
	Price per each		$3,500.00	$3,500.00	$3,500.00	$3,500.00	$3,500.00
	Total Price		$3,500.00	$3,500.00	$3,500.00	$3,500.00	$3,500.00
1B.	Annual Fire Pump Flow Test						
1B.I.	Internal Fire Pump Flow Test	1					
	Price per each		$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00
	Total Price		$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00
1B.II.	External Fire Pump Flow Test	1					
	Price per each		$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00
	Total Price		$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00
1C.	Annual Fire Line Backflow Preventer Inspection						
1C.I.	Model FEBCO 805YDC, Serial #B14180, Size: 10", Location: NW Fire Room – Field Quad D	1					
	Price per each		$175.00	$175.00	$175.00	$175.00	$175.00
	Total Price		$175.00	$175.00	$175.00	$175.00	$175.00
1C.II.	Model FEBCO 805YDC, Serial #B14179, Size: 10", Location: NE Fire Room – Field Quad A	1					
	Price per each		$175.00	$175.00	$175.00	$175.00	$175.00
	Total Price		$175.00	$175.00	$175.00	$175.00	$175.00
1C.III.	Model WILKINS 305A, Serial #U14151, Size: 6", Location: Warehouse – Lot A	1					
	Price per each		$125.00	$125.00	$125.00	$125.00	$125.00
	Total Price		$125.00	$125.00	$125.00	$125.00	$125.00
1C.IV.	Model WATTS 709 DC, Serial #126506, Size: 3", Location: Boiler Room – Lot A	1					
	Price per each		$100.00	$100.00	$100.00	$100.00	$100.00
	Total Price		$100.00	$100.00	$100.00	$100.00	$100.00
1C.V.	Model WATTS 10, Serial #07567, Size: 1 1/2", Location: Generator Building – Lot A	1					
	Price per each		$100.00	$100.00	$100.00	$100.00	$100.00
	Total Price		$100.00	$100.00	$100.00	$100.00	$100.00

Attachment A
Price Schedule

Item	Description	Estimated Annual Quantity	Year 1	Year 2	Year 3	Year 4	Year 5
ITEM 2:	OTHER THAN ANNUAL INSPECTIONS						
2A.	Other than Annual Inspections	3					
	Price per each		$3,500.00	$3,500.00	$3,500.00	$3,500.00	$3,500.00
	Total Price		$10,500.00	$10,500.00	$10,500.00	$10,500.00	$10,500.00
ITEM 3:	WEEKLY INSPECTIONS						
3A.	Weekly Fire Pump Run Sequence Test	52					
	Price per each		$175.00	$175.00	$175.00	$175.00	$175.00
	Total Price		$9,100.00	$9,100.00	$9,100.00	$9,100.00	$9,100.00
ITEM 4:	5-YEAR INTERNAL VALVE INSPECTION						
4A.	5-Year Internal Valve Inspection (year 1 only)	1					
	Price per each		$5,200.00				
	Total Price		$5,200.00				
ITEM 5:							
5A.	Hourly Labor Rate I - Regular Working Hours						
5A.I.	Journeyman	80					
	Price per each per hour		$85.00	$85.00	$85.00	$85.00	$85.00
	Total Price		$6,800.00	$6,800.00	$6,800.00	$6,800.00	$6,800.00
5A.II.	Apprentice	80					
	Price per each per hour		$60.00	$60.00	$60.00	$60.00	$60.00
	Total Price		$4,800.00	$4,800.00	$4,800.00	$4,800.00	$4,800.00
5A.III.	Helper	80					
	Price per each per hour		$40.00	$40.00	$40.00	$40.00	$40.00
	Total Price		$3,200.00	$3,200.00	$3,200.00	$3,200.00	$3,200.00
5B.	Hourly Labor Rate II - After Hours/Overtime						
5B.I.	Journeyman	20					
	Price per each per hour		$100.00	$100.00	$100.00	$100.00	$100.00
	Total Price		$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00
5B.II.	Apprentice	20					
	Price per each per hour		$80.00	$80.00	$80.00	$80.00	$80.00
	Total Price		$1,600.00	$1,600.00	$1,600.00	$1,600.00	$1,600.00
5B.III.	Helper	20					
	Price per each per hour		$60.00	$60.00	$60.00	$60.00	$60.00
	Total Price		$1,200.00	$1,200.00	$1,200.00	$1,200.00	$1,200.00

5C. Parts - Bids for parts and supplies shall be submitted on a percentage above vendor cost. Evidence of said costs shall be submitted with invoice, for each repair or service call. Proof of costs shall be printed, properly identified and dated as to issuance and effectiveness: 15 % Above Cost

Attachment A
Price Schedule

Item	Description	Estimated Annual Quantity	Year 1	Year 2	Year 3	Year 4	Year 5

Payment Terms: Prompt Payment Discount 0 % in 0 Net 30 days (If no discount is offered, Net 30 will apply.)

ATTACHMENT B

CONTRACTOR SITE RULES

CITY OF SAN ANTONIO
ALAMODOME

CONTRACTOR SITE RULES

Contractor Parking
Parking is available for company vehicles in designated parking areas upon availability. Contractors arriving on site must have prior approval and parking permits. Temporary parking Passes may be requested from the Maintenance Manager. Parking in fire lanes and other areas marked "No Parking" may result in vehicles being towed.

Deliveries
All deliveries for contractors, including those likely to cause an obstruction, must be discussed with the Maintenance Manager. Designated times and locations may be assigned.

Diesel and Fossil Fueled Powered Vehicles and Equipment
Infiltration of diesel fumes into the building environment is a health and safety concern for staff, and visitors. Contractors must not operate diesel and fossil-fueled powered equipment and vehicles where fumes may be drawn into HVAC systems or naturally penetrate indoor spaces. Security will actively respond to these concerns and has the authority to shut down offending equipment.

Elevators
Service and or passenger elevators may be made available at certain times for transferring of materials with the agreement of the Maintenance Manager. Should fire occur or fire alarm sound, do not use the elevator.

Fire Alarm
Contractors shall be familiar with the ALAMODOME emergency procedures, especially the Fire Alarm procedure.
Remove persons from immediate danger and notify staff in immediate area.
Sound alarm as necessary at alarm pull station.
Extinguish fire if this can be done without jeopardizing personal safety.

First Aid
Contractors shall provide first aid services on the work site for their workers and sub trades. Contractors must have a person trained in first aid available at all times the Contractor is performing work and maintain a first aid station or stations, as per the Occupational Health and Safety Act and regulations for Construction Projects.

Harassment / Inappropriate Language / Horseplay

Contractors are advised that offensive language (e.g. swearing) and offensive behavior including harassment and horseplay are not acceptable. Contractor staff must perform their roles in a manner consistent with the ALAMODOME Mission, Vision, and Values.

Hazardous and Controlled Products
Contractors or their sub trades will not bring any hazardous and/or controlled products to project site without providing, in advance for the approval by the Maintenance Manager, Material Safety Data Sheets for the products. Hazardous and controlled products must be stored in accordance with good practice and as may be required under the COSA Fire Code. All Contractor staff must be trained in Hazardous Waste Operations on Emergency Response and be able to produce a record of training, upon request by the Department Facility Coordinator.

Housekeeping and Waste Management

At all times, the work site shall be kept clean from dust, debris, and trash. The Contractor is responsible for removal of construction debris and trash generated by Contractor work and sub trades from the worksite. ALAMODOME debris containers may not be used unless specified otherwise by the Maintenance Manager. All wastes generated by the contractor and sub trades must be handled and disposed of in accordance with provincial and municipal regulations. Recycling of materials is strongly encouraged.

Hygiene Facilities
Only facilities located at the southwest field level tunnel are permissible. Public facilities are not to be used at any time.

Identification
All Contractors will have an identity badge or company logo work shirts whenever on premises.

Meals and Breaks
Contractors shall advise their employees and sub trades the location for breaks and eating meals. Breaks are not are not allowed in public areas.

Noise and Vibration
Contractors and sub trades shall ensure that noise and vibration is kept to a minimum at all times. Equipment that generates high levels of noise or excessive vibration should be adequately damped, and/or silenced and/or soundproofed. Any activities that are expected to produce significant noise and/or vibration shall be approved by the Maintenance Manager and conducted during the times and locations specified.

Penetration of Walls, Floors, and Ceilings There is to be no access to, or alteration of the facility's infrastructure without appropriate approval from a designated authorizing department. Contractors and/or sub trades that require approval must obtain this from the Project Leader.

Personal Protective Equipment
Contractors are responsible for assessing all work activities and supplying their personnel and sub trades with the appropriate personal protective equipment (PPE), required to perform the work safely. PPE includes safety boots, safety glasses, hard hats, work gloves, outer clothing, respiratory protection equipment, fall arrest equipment, and any other PPE required by regulation or best practice. Contractor's employees and sub trades required to use PPE will be instructed in the proper care, use, and records of training available for review by the Department Facility Coordinator, as may be required.

Site Access and Egress (external)
Access routes into the ALAMODOME will either be specified (with a site plan) or agreed at the preliminary site meeting with the Maintenance Manager. Fire lanes are not to be blocked.

Site Access and Egress (internal)
Access sites within buildings at the ALAMODOME will be specified or agreed at the preliminary site meeting with the Maintenance Manager .

Smoking
ALAMODOME has Designated Smoking Areas (DSA) that must be used by all persons wishing to smoke. This policy is enforced by security. Contractors should ensure that cigarette disposal containers are used to keep grounds, parking lots, and roadways free of cigarette butts.

Tools and Equipment
Equipment and tools are not to be left unsupervised. The term equipment includes items such as scaffolding, ladders, guardrails, and barricades. All tools and equipment used on ALAMODOME facilities must be in good working order and be suitable for the intended use. Electrical equipment must be OSHA approved and all cords and connection cables inspected before and during use. Any equipment with damaged cords or plugs must not be used. Ladders and equipment used for working at heights must not be placed in any area where there is a potential for impact with other persons or equipment. Tools and equipment may not be borrowed from the ALAMODOME.

Unloading and Storage Areas (Temporary Hoarding)
Unloading areas may be allocated in certain locations in agreement with the Maintenance Manager. Storage areas will be designated in a similar way.

Warning Signs, Barricades, and Lighting

Contractors are responsible for the procurement and maintenance of all warning signs, barricades, and temporary lighting, as is appropriate for the nature of the job, and as may be required/requested by the Maintenance Manager. Warning signs shall be compliant with "Signs and Symbols for the Workplace", OSHA regulations, or as may be approved by the Project Leader

1. Contractors must stay within authorised areas, and must not enter any other areas without permission and/or being accompanied by authorised ALAMODOME Maintenance staff.

2. Men at Work and other applicable warning signage must be displayed at all times.

3. It is the Contractor's responsibility to provide adequate barriers to prevent entry into work areas by Dome Staff, attendees and visitors. Work in circulation areas must be adequately cordoned off. This is to be agreed with ALAMODOME Maintenance Management.

4. Contractors must ensure that all work areas are fully cleaned on completion, within the allotted timescale
   Failure to do so will result in the deduction of expenses incurred by the ALAMODOME from the use of internal/external resources.

Fire fighting extinguishers located around the Dome premises may be used by contractor's and supplier's employees or other persons for emergencies only. Such equipment must not be used for any other purposes.

1. IN CASE OF FIRE

Fire alarm systems throughout the ALAMODOME are operated by pull station method; please ensure your employees understand this. The alarms will be a distinctive audible warning.

The alarm will automatically, result in the Fire Brigade arriving at the scene of the alarm, together with a Security Officer.

The Security Officer should be informed of the exact location and type of fire as soon after sounding the alarm as possible.

At the sound of the alarm, as described above, the building and workplace should be evacuated immediately without question and all Contractor's or Supplier's employees should assemble at the nearest assembly point. No one should re-enter the building until permission has been given from the Department Facility Coordinator.

2. BEFORE COMMENCEMENT OF WORK

The ALAMODOME must give permission before you commence working on site.
When first coming on site the Contractor or supplier should establish contact with the ALAMODOME representative in charge of the work or project. A **hot work permit** authorization form must be issued if applicable.

Ensure that the Dome representative is informed in advance of any materials or goods, which may be delivered to our premises prior to your employees commencing work. Such goods and materials are accepted and stored at your own risk and should be clearly marked as being for (the name of the firm and its representative)

3. DRAINS AND SEWERS

No chemical substances, oils, solvents or other obnoxious substances are to be poured into, or allowed to enter the Dome drains and sewers.
Accidental discharge should be reported to Dome Maintenance.

4. EQUIPMENT BROUGHT ON SITE

All equipment used by a Contractor or Supplier must comply with appropriate safety and electrical legislation.
Equipment left on site shall be kept in a safe and secure manner and at the risk of the Contractor or Supplier
All electrical equipment shall be of 110V or less. Exceptions on a case by case basis.

5. ACCIDENTS

Accidents which occur on Dome premises and result in an employee of the Contractor or Supplier being away from work for more than three days must be reported as required by existing regulations and additionally to the Dome representative in charge of the work or project who will arrange for the reporting of such accidents to CSEF Security.

The City reserves the right to investigate all accidents or serious incidents that occur on its premises and expects full co-operation from the Contractor or Supplier and their employees in the investigation of causes of such occurrences and in the interest of preventing similar occurrences.

6. ACCESS EQUIPMENT

All contractors should bring any access equipment with them that they require for the work. Suitable risk assessments should be available as required by the Work at Height regulations 2005. No contractor should use stepladders of stepladders found on site.

7. GENERAL

These rules imply that ALAMODOME all Contractor's or Supplier's employees or other persons on Dome premises must be adequately qualified or trained to perform their work in safety to themselves and others.

The rules are not to be taken as a complete list in compliance with any or all statutory regulations or requirements and you are reminded that you have a responsibility under the OSHA Act to ensure your operations are at all times carried out in accordance with the latest legislation and current codes of practice.
Return all keys daily. Secure area upon departure and turn lights back to where they were at arrival or off if the space is vacant.
Your employees must understand that it is a breach of law to remove, deface, paint over, or otherwise interfere with any equipment; instructions or warning notices provided by the ALAMODOME for the protection of other persons and any accidental incident of such a nature should be reported to the Representative.

Contact telephone numbers:

Maintenance Manager	207-3671
Security	207-3680
Fire Marshall	207-3695

Declaration

I declare that I have fully read and understand this document. I agree to comply with the Rules and acquaint all persons employed by the Company (including sub-contracted staff) with these Safety Rules

Legible

Signed	Edward Mulder
Date	11-6-14
Name (Block Capitals)	EDWARD MULDER
Position (Block Capitals)	PRESIDENT
Company Name (Block Capitals)	MULDER FIRE PROTECTION, INC

- No pets
- No drugs
- No radios
- No alcohol
- No children
- No smoking
- Hard hats required
- Work boots required
- No shorts or tank tops
- Trash to be cleaned up daily
- No spouses (or significant others)
- Subcontractor to provide dumpster for personal use
- Subcontractor to have binders with safety program and MSDS paperwork at jobsite
- Subcontractor to provide storage on project for material
- Subcontractor to have representative present at jobsite for entire length of project
- Subcontractor to provide insurance for material stored at jobsite
- Report to Building Representative when arriving at job and when leaving job