

CITY OF SAN ANTONIO
Finance Department – Purchasing Division



FORMAL REQUEST FOR OFFER ("RFO") NO.: 6100018968

FIRE SUPPRESSION SYSTEM REPLACEMENT AT TOWER OF THE AMERICAS

DATE ISSUED: MARCH 14, 2025.

RESPONSES MUST BE RECEIVED NO LATER THAN:

10:00 A.M., CENTRAL TIME, MARCH 18, 2025.

Responses may be submitted by any of the following means:

Electronic submission through the Portal

Electronic submission by e-mail

Bid Bond: Yes Performance Bond: Yes Payment Bond: Yes Other: None

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: No DBE / ACDBE Requirements: No

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

Pre-Submittal Conference: NO

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Finance Department
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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

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

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

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by email, provide a cover letter with the offer, indicating it is a modified offer and that the original offer is being withdrawn.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

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

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

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

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

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

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

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

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

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

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

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

Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before calendar 4 days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

Respondents and/or their agents are encouraged to contact the Small Business Office of the 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 required SBEDA forms if applicable. The point of contact may be reached by telephone at (210) 207-3922 or by e-mail at SBEDAdocs@sanantonio.gov. This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.

Pre-Submittal Conference.

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

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

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

Changes to RFO.

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

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

Preparation of Offers.

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

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

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

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

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

Rejection of Offers.

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

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

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

The offer is conditional; or

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

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

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

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

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

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

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

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

Prompt Payment Discount.

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

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

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

Prohibited Financial Interest.

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in the Code of Ethics, from having a direct or indirect financial interest in any contract with City. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- A City officer or employee; his or her spouse, sibling, parent, child, or other family member within the first degree of consanguinity or affinity.
- An entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10% or more of the voting stock or shares of the entity, or 10% or more of the fair market value of the entity; or
- An entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

By submitting a proposal, Respondent warrants and certifies, and a contract awarded pursuant to this RFO is made in reliance thereon, that it, its officers, employees, and agents are neither officers nor employees of the City.

Unfair Advancement of Private Interests. Pricing and discounts contained in this contract are for use by City departments conducting City business. City employees may not use their positions to obtain special treatment or prices that are not available to the general public.

Conflict of Interest

State of Texas Conflict of Interest Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under §176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

<https://www.ethics.state.tx.us/forms/conflict/>

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

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

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

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

Do not include these forms with your sealed bid. The Purchasing Division will not deliver the forms to the City Clerk for you.

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Chapter 46 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Print and sign your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g. RFO 6100001234, RFO 6100001234 or RFCSP 6100001234).

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the "Business entity".)

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

"Intermediary," for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person's participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.0 SCOPE:

The City of San Antonio (City) is soliciting offers for furnishing all necessary labor and material for the replacement of the fire pump, jockey pump, controllers and associated piping and valves for the Tower of Americas fire suppression system for the Center City Development & Operations Department (CCDO).

Description of Job Site: 600 Hemisfair Way San Antonio Texas 78205. South Pump room at the base of the Tower of Americas.

4.1 DEFINITIONS:

For the purpose of the RFO, the following definitions shall apply in addition to Section 008 – Standard Definitions:

City Designated Departmental Representative (CDDR): The facilities maintenance manager or coordinator for each Department.

Holidays: Holidays are defined as City recognized holidays as published on the City's web site at www.sanantonio.gov.

ID Badges: Identification badges.

4.2 REFERENCES:

The publications listed below form a part of this scope of work to the extent referenced. The publications are referred to within the text by the basic designation only. Use the most recent publication. Compliance with the most recent publications in effect is required unless otherwise indicated.

National Fire Protection Association (NFPA)	
NFPA 13	Standard for the Installation of Sprinkler Systems
NFPA 14	Standard for the Installation of Standpipe and Hose System
NFPA 15	Standard for Water Spray Fixed Systems for Fire Protection
NFPA 20	Standard for the Installation of Stationary Pumps for Fire Protection
NFPA 25	Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems
NFPA 70	National Electrical Code
NFPA 70B	Recommended Practice for Electrical Equipment Maintenance
NFPA 70 E	Standard for Electrical Safety in Workplace
NFPA 72	National Fire Alarm Code®
NFPA 101	Life Safety Code
NFPA 110	Standard for Emergency and Standby Power Systems
NFPA 551	Guide for the Evaluation of Fire Risk Assessments
NFPA 1962	Standard for the Inspection, Care, and Use of Fire Hose, Couplings, and Nozzles and Service Testing of Fire Hose
American National Standards Institute (ANSI)	
ANSI S1.4a	Specification for Sound Level Meters
State of Texas	
Chapter 6003	Texas Insurance Code, Fire Protection Sprinkler System Service and Installation
Manufacturer's Information	
Manufacturer's documentation	Manufacturer's O&M documentation

4.3 MATERIAL:

4.3.1 Materials provided shall be in current production, as offered to commercial trades, and shall be of top quality, used, shopworn, demonstrator, prototype, reconditioned or discontinued materials **are not** acceptable.

4.3.2 Any materials or parts used in complying with the contract are to be equal to or better than original equipment parts and meet the manufacturers' requirements.

4.4 SITE INSPECTIONS:

Contractor shall familiarize themselves with the site, prior to bidding, and be held to have examined the same and be satisfied as to the extent of the work and as to the conditions under which they will be obligated to perform the work or that, will in any manner affect the work under this procurement.

4.5 CONTRACT COMPLETION DATE:

Work shall be completed within 180 calendar days after vendor receipt of Purchase Order.

4.6 SCOPE OF REQUIRED SERVICES:

The Contractor shall perform the following:

- 4.6.1 Supply engineer drawings for the replacements of fire pump, jockey pump, controllers and associated piping and valves.
- 4.6.2 Secure any permits needed to perform the replacement of fire suppression system.
- 4.6.3 Replace existing fire pump, with certified FM and UL fire pump that meets IS 15301 fire code.
- 4.6.4 Replace existing Jockey pump, with NFPA 25 standards for new Jockey pump.
- 4.6.5 Replace all piping and valves from alarm valve to underground supply line.
- 4.6.6 Install new sensing lines to monitor water pressure for fire and Jockey pumps, to include drains.
- 4.6.7 Disconnect fire alarm and reconnect fire alarm when fire suppression system is complete.
- 4.6.8 Supply all materials, tools, equipment, and labor necessary to perform the job. The City of San Antonio **will not** provide any equipment nor personnel to assist.
- 4.6.9 Vendor is responsible for properly securing the work area and must provide commercial grade safety materials, caution tape, and traffic cones at minimum.
- 4.6.10 Work must be performed between the hours of 7:00 am to 4:00 Monday through Friday, excluding designated City of San Antonio Holidays.
- 4.6.11 A final inspection and walkthrough will be conducted with the Contractor and the CCDO Designee to ensure all work has been completed and is up to City of San Antonio standards. Final job completion will be approved by the City of San Antonio, CCDO, and Fire Department Designees.

4.7 CONTRACTOR GENERAL REQUIREMENTS:

- 4.7.1 Only licensed Level III shall be allowed to perform the requirements of the solicitation (See PROOF OF LICENSING AND CAPABILITY).
- 4.7.2 Perform and complete all work required. Contractor shall diligently perform the work to completion within the time set forth in the approved RFO. The period of performance shall include allowance for mobilization, holidays,

weekend days, normal inclement weather, and cleanup; therefore, claims for delay based upon said elements shall not be allowed.

- 4.7.3 Ensure contractor personnel are in compliance with the service requirements of this specification. Failure to comply with City service requirements may result in the cancellation of the purchase order.
- 4.7.4 Contractor shall be responsible for complying with all Federal, State, County, and City laws, codes, and ordinances applicable to the performance of any work resulting from this RFO.
 - 4.7.4.1 Contractor shall adhere to all applicable Federal, State, County, and local environmental laws, codes, and ordinances. Ignorance on the part of the Contractor will in no way relieve the Contractor from responsibility.
 - 4.7.4.2 The Contractor shall perform all work safely and follow required safety standards to include but not be limited to OSHA, NFPA, and Federal, State, and City codes.
 - 4.7.4.2.1 Contractor shall provide all necessary safety barriers at the job site(s) during the execution of work to alert building occupants of potential hazards.
 - 4.7.4.2.2 Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, and flagmen, as required for each job. Proposed traffic control methods must be submitted to the City for approval prior to the commencement of work.
- 4.7.5 Provide all labor, materials, miscellaneous parts, equipment, tools, transportation and methods of communication, and if required, additional miscellaneous services necessary to meet requirements of the specified services throughout the term of the purchase order.
 - 4.7.5.1 The Contractor shall deliver, store, and handle all materials in a manner that shall prevent damage to the system or related components.
 - 4.7.5.2 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, equipment, or work arising from acts of theft, vandalism, malicious mischief or other causes.
- 4.7.6 Thoroughly examine and become familiar with the Tower of the Americas facility where services are to be performed, prior to commencing work, to ensure the service can be completed in an orderly and safe manner.
- 4.7.7 Contractor shall be responsible for obtaining all required permits applicable to performance of this solicitation. Contractor shall include all such costs within its RFO. Contractor is also to ensure any work requiring a separate license is performed under the applicable license as required under local or state law.
- 4.7.8 Ensure all equipment and tools are well maintained, calibrated and in proper working order before use in the performance of this service.
- 4.7.9 Cover the furnishings and floor areas located below the equipment to be replaced with tarps or plastic sheeting prior to commencing work.
- 4.7.10 Contractor must at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the work, Contractor must remove from the premises all rubbish, tools, scaffolding, equipment, and materials not the property of City. Upon completing the Work, Contractor must leave the site in a clean and orderly condition satisfactory to City. Final cleanup is part of the Work, and Contractor is responsible for all construction refuse disposal containers and their removal from the site.
 - 4.7.10.1 No debris shall be dumped and left about the tower or surrounding areas.
 - 4.7.10.2 Contractor shall not use City waste disposal containers.
- 4.7.11 Contractor shall properly dispose of all debris, old materials, and trash resulting from the specified work in an approved landfill. Contractor shall be responsible for the disposal of all waste to include universal and hazardous materials resulting from the work. Handling and transporting of all waste materials shall be performed in accordance

with safety and environmental regulations. Contractor shall meet all Federal, State, and Local regulations for the disposal of the waste.

- 4.7.12 Contractor must confine its operations (including storage of materials) to areas authorized or approved by the City.
- 4.7.13 Contractor shall take all necessary precautions to ensure that no damage shall result from operations to private or public property. All damages must be reported, repaired or replaced by Contractor at no cost to City.
- 4.7.14 The Contractor shall hold all proper and current licenses and bonds.
- 4.7.15 Contractor shall notify the City representative once the work is complete and ready for its intended use.

4.8 PROOF OF LICENSING AND CAPABILITY:

- 4.8.1 The Contractor shall provide a full-time supervisor and properly certified, trained, and skilled service technicians to perform the work required herein. The certified, trained, and skilled service technicians shall have a minimum of five (5) years' experience with the respective fire suppression systems and the supporting equipment as required by the manufacturer. In addition to the minimum years of experience, the Contractor shall provide documentation that the supervisor and service technicians meet the certification and qualification requirements listed in NFPA standards to include but not be limited to: NFPA 25, NFPA 13, NFPA 70, NFPA 72, Texas Department of Insurance (State Fire Marshal's Office) and other code as applicable.
- 4.8.2 The Contractor shall submit proof of license, insurance, and commercial experience for technicians and helpers upon award and whenever requested by the City of San Antonio. Licenses include, but are not limited to:
 - 4.8.2.1 Sprinkler Certificate of Registration (SCR)
 - 4.8.2.2 Responsible Managing Employee-General License (RME-G) on staff
 - 4.8.2.3 Responsible Managing Employee-General Inspector (RME-I) on staff
- 4.8.3 The Contractor shall furnish, upon the request of the City of San Antonio, a statement to the effect that he/she has available under his/her direct employment and supervision the necessary organization and facilities, located within the City of San Antonio, to properly fulfill all the services and conditions required under these specifications, and the personnel trained and certified in this type of equipment shall be employed under this agreement.
- 4.8.4 Contractor shall furnish, upon request of the City of San Antonio, evidence satisfactory to the City of San Antonio specifically stating that the management of the firm has satisfactorily perform the work required herein. In addition, the contractor shall have experience on the system component type/brand and manufacturer to the degree included in these specifications.
- 4.8.5 Service personnel should be capable of performing the following:
 - 4.8.5.1 Demonstrate a thorough understanding of the requirements contained in NFPA 25, *Water-Based Fire Protection Systems*, and the electrical requirements contained in NFPA 70, *National Electrical Code*.
 - 4.8.5.2 Demonstrate a thorough understanding of basic job site safety laws and requirements.
 - 4.8.5.3 Apply accurate troubleshooting techniques, and consistently determine and resolve the deficiency contributing to trouble conditions on the fire suppression system.
 - 4.8.5.4 Demonstrate a thorough understanding of equipment specific requirements, such as programming, application, and interconnectivity of system components.
 - 4.8.5.5 Reading and interpreting fire suppression systems design documentation and manufacturer's inspection, testing, and maintenance recommendations.
 - 4.8.5.6 Properly using tools and test equipment required for testing and maintenance of fire suppression systems and their components.

4.8.5.7 Properly applying the test methods required by NFPA 25, *Water-Based Fire Protection Systems*.

4.8.5.8 Demonstrate a thorough understanding of the equipment selection, placement, and installation requirements of the Codes and manufacturer's published documentation.

4.8.6 Contractor personnel shall be qualified and experienced in the specific arrangement and operation of a suppression system(s) and a releasing function(s) and shall be cognizant of the hazards associated with inadvertent system discharge.

4.8.7 The Contractor shall provide information on continuing education for their personnel.

4.9 DELIVERY OF SERVICES:

4.9.1 The Contractor shall remove, repair, and replace defective fire suppression systems components as required by RFO.

4.9.2 The Contractor shall test and calibrate repaired items if applicable.

4.9.3 The Contractor shall secure the fire alarm and suppression systems. Fire suppression systems shall be secured from inadvertent actuation, including disconnection of releasing solenoids or electric actuators, closing of valves, other actions, or combinations thereof, for the specific system, for the duration of the fire suppression system testing.

4.9.4 The Contractor shall return the fire alarm and suppression systems to normal operation after completing the work. Fire suppression systems and releasing components shall be returned to their functional operating condition upon completion of system repairs.

4.9.5 The Contractor shall perform reacceptance testing to verify the proper operation of added or replaced devices, appliances, and emergency control function devices, control equipment, and so forth.

4.9.6 Contractor shall notify the CDDR, Facility representative and/or designee of any condition that impairs the continued safe use of the equipment covered under the scope of this contract, including, but not limited to: conditions which may cause injury; conditions which may cause damage to the equipment; conditions which may be hazardous; and conditions that require the system to be replaced (i.e. manufacturer's notices for re-call etc.).

4.9.7 The Contractor shall install the service tags as required by State and City codes, regulations and ordinances.

4.10 GENERAL WORK REQUIREMENTS:

4.10.1 The Contractor shall furnish all labor, equipment, materials, and supplies required to comply with existing NFPA and code requirements to include but not be limited to the items in "SCOPE OF REQUIRED SERVICES".

4.10.2 The Contractor shall perform all work in strict compliance with the requirements of the National Fire Protection Association, manufacturer's requirements, and all applicable federal, state, and local laws and regulations.

4.10.3 Lay out the work using acceptable practices before starting any activities.

4.10.4 Time shall be based on actual time spent on the job site. Travel charges to the job site will NOT be allowed. Mileage and travel time to and from the job site is not reimbursable under this contract. Mileage and travel costs shall be included in the bid price.

4.10.5 Additional work on this contract can only be performed 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.

4.10.6 Before ordering any materials or performing any work, the Contractor shall verify all required parts and shall be responsible for correctness of the same. No exchange or compensation shall be allowed. The Contractor shall notify the CCDO representative prior to ordering or replacing any parts.

- 4.10.7 Parts and workmanship shall be those as recommended by the manufacturer of the equipment, professional trade standards, and applicable codes and standards.
- 4.10.8 Contractor shall ensure its staff including the supervisor and the service representatives or service technicians meet and follow all City of San Antonio security and other standards.

Contractor shall be responsible for the conduct and performance of the Contractor's employees including any subcontractors.

- 4.10.9 Bid prices shall reflect all associated costs including, but not limited to, parking, materials and labor hours.
- 4.10.10 Forfeiture of any required license or certification during the term of this contract shall be cause for immediate cancellation of this contract.
- 4.10.11 The work in this RFO shall be performed while the facilities are occupied or unoccupied, therefore, the Contractor shall provide the services in a manner which does not impact or interfere with occupants' daily responsibilities.

4.11 SUBMITALS

- 4.11.1 Contractor shall submit invoices in accordance with Section 006 – General Terms & Conditions and Attachment B – Working with COSA – Keys to faster payments. In addition to requirements in Section 006, the following documentation shall be attached to each invoice to validate charges:

4.11.1.1 Proof of City Permit Fees Paid (if applicable)

4.11.1.2 Proof of final inspection.

4.11.1.3 Duplicate invoice shall also be forwarded directly to CDDR with a copy of the e-mail to account payable or mail information.

- 4.11.2 Contractor shall provide invoices to CDDR within 5 calendar days after completion of the replacement service.
- 4.11.3 Contractor shall provide notification of deficiency and/or impairment of any fire suppression systems in writing within 24 hours.
- 4.11.4 Contractor shall provide all Warranty documents to the CDDR within 5 calendar days after the completion of the services.

4.12 WORK HOURS

- 4.12.1 Normal Working Hours: Normal working hours are defined as Monday – Friday, 8:00 AM to 5:00 PM, exclusive of City observed Holidays.

4.13 BUILDING RESTRICTIONS

- 4.13.1 ACCESS: The contractor shall make prior arrangements with the designated COSA representative for access to the building(s) for performance of the service and obtain temporary access badges, if necessary.

4.13.1.1 IDENTIFICATION. Contractor's and/or subcontractors' personnel shall present a professional appearance and be readily identifiable to City staff when called out, to perform work under this contract. Contractor shall have the following:

4.13.1.1.1 Contractor Vehicle(s) Logo

4.13.1.1.2 Contractor Uniforms or Company Logo Apparel. Contractor's personnel shall present a neat appearance and be easily recognizable as a contractor employee. This shall be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate badges which contain the company's name and employee's name. Contractor's uniforms shall be clean, unstained, well-fitting, and in good order. Shoes shall be sturdy construction and shall

cover the foot to meet any required sanitation and safety requirements. Open-toed shoes, sneakers, sandals, and heels higher than two inches shall not be worn.

4.13.1.2 ID Badges. Contractor's employees and subcontractors performing work under this contract shall wear ID Badges at all times while performing work under this contract. Badge content must be approved by City. As a minimum, badges will contain name of Contractor and name of contractor performing the work (if different).

4.13.1.2.1 The Contractor shall obtain an identification badge from the Security Office prior to performing any work.

4.13.1.2.2 All associated fees for background checks and ID badges shall be at the Contractor's expense.

4.13.2 PARKING: The contractor shall make arrangements with the designated City representative prior to off-loading tools and equipment at the job site. The contractor shall park only in spaces assigned by the designated City representative.

4.13.2.1 Contractor shall park only in designated parking spaces. Contractor shall park vehicle and equipment legally and pay all associated costs for parking if applicable. The City will not be responsible for any violations, fines, or tickets incurred by the Contractor.

4.13.3 RESTROOMS: Restrooms shall not be used for washing of tools and equipment.

4.13.4 SECURITY: The contractor shall provide a list of all contractor personnel or subcontractors at each job site and comply with all security measures required by the City.

4.14 WARRANTY:

4.14.1 Contractor shall warrant that work performed conforms to the RFO requirements and is free of any defect in equipment, material, or workmanship performed by Contractor or any of its subcontractors or suppliers at any tier. All work provided by Contractor shall be warranted for a minimum period of 1 year from the date of final acceptance of the work.

4.14.2 Performance Warranty: Work performed under the RFO shall meet all applicable standards and codes. 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 1 year after completion of work. The warranty period shall commence upon date of acceptance by the City.

4.14.3 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 one (1) year and shall cover 100 percent parts, labor and shipping. The warranty period shall commence upon date of acceptance by the City. If the manufacturer's standard warranty period exceeds one (1) year, then the warranty period hereunder shall be the length of the manufacturer's warranty. Contractor shall be ultimately responsible for the warranty. Contractor shall provide the Facilities Management or designee with all manufacturers' warranty documents upon completion of service prior to leaving the job site.

4.14.4 All work performed by Contractor under the terms of this contract shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Contractor, which is not satisfactory to Director. City shall have the right to terminate this Contract, in accordance with Article VII. Termination, in whole or in part, should Contractor's work not be satisfactory to Director; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

4.15 UNSATISFACTORY PERFORMANCE:

4.15.1 Unsatisfactory performance may result in a negative vendor performance report or cancellation of the purchase order or both. City may consider the following performance by the vendor as unsatisfactory performance. An unsatisfactory performance determination includes, but is not limited to:

- 4.15.1.1 "Call Back" to correct the RFO items.
- 4.15.1.2 Contractor personnel assigned not having the skill or knowledge to diagnose the problem or perform the repair or both.
- 4.15.1.3 Contractor not providing submittals as required by the RFO.
- 4.15.1.4 Contractor not completing the work as required by the RFO.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

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

Warranty.

Prior to the expiration of the specified warranty period provided for in the Contract Documents, City or Design Consultant shall make a detailed inspection of the Work and shall advise Contractor and Contractor's Surety of the items that require correction. City or Design Consultant shall make a subsequent inspection and, if the corrections have been properly performed, City shall issue a letter of release on the maintenance obligations to Contractor. If, for any reason, Contractor has not made the required corrections before the expiration of the warranty period, the warranty provisions as provided for in the Contract Documents shall remain in effect until the corrections have properly been performed and a letter of release from City to Contractor is issued.

Rejection of Disclaimers of Warranties & Limitations of Liability.

ANY TERM OR CONDITION IN EXHIBIT I, OR 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.

Force Majeure.

Should performance of any obligation created under this Agreement become illegal or impossible by reason of fire, flood, storm, epidemic, pandemic, or other national or regional emergency, act of God, governmental authority, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or any other cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected, then the performance of the specific provision is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides reasonable notice of the event of force majeure and exercises all reasonable diligence to remove the cause of force majeure.

INSURANCE

Prior to the commencement of any work under this contract, Contractor must provide a completed Certificate(s) of Insurance to Building and Equipment Services Department. The certificate must be:

- clearly labeled with the name of the contract in the Description of Operations block;
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance); and
- properly endorsed and have the agent's signature, and phone number.

Certificates may be mailed or sent via email, directly from the insurer's authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Equipment Services Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing this RFO, Contractor certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for this contract.

The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted doing 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. If the Contractor claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: Premises/Operations Products/Completed Operations Personal/ Advertising Injury Explosion, Collapse, Underground Property Hazard Liability Contractual Liability *Independent Contractors	For Bodily Injury and Property Damage of: \$1,000,000 per occurrence \$2,000,000 general aggregate, or its equivalent in umbrella liability coverage must include per project aggregate.
4. Business Automobile Liability: Owned/leased vehicles. Non-owned vehicles Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of: \$1,000,000 per occurrence
5. Umbrella Liability Coverage	\$2,000,000 per occurrence combined limit Bodily Injury (including death) and Property Damage.
6. Builder's Risk – Applicable for this contract (Departments may adjust the BR limits for Task Orders and Job Orders but not less than \$1M.)	All Risk Policy written on an occurrence basis for 100% replacement cost during construction phase of any new or existing structure.
8. Environmental Insurance - Contractor's Pollution Liability (Claims-made coverage)	\$1,000,000 per occurrence \$2,000,000 general aggregate for claims associated with hazardous materials, to include spills and mitigation.
*If Applicable	

Contractor must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of Contractor and provide a certificate of insurance and endorsement that names Contractor and CITY as additional insureds. Contractor shall provide CITY with subcontractor certificates and endorsements before the subcontractor starts work.

If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. Contractor must comply with such requests within 10 days by submitting the requested insurance documents to the CITY at the following address:

City of San Antonio
Attn: Building and Equipment Services Department
P.O. Box 839966
San Antonio, Texas 78283-3966

Contractor's insurance policies must contain or be endorsed to contain the following provisions:

- Name CITY and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.

- Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.
- Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and
- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

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

In addition to any other remedies CITY may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order Contractor to stop work and/or withhold any payment(s) which become due to Contractor under this Agreement until Contractor demonstrates compliance with requirements.

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

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

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

Contractor and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

Bid Bond

Bid/proposal shall be accompanied by an original Bid/Proposal Bond issued by a corporate surety company licensed to conduct business in the State of Texas, for the stated solicitation and in the amount of not less than five percent (5%) of the total amount of the bid/proposal, payable without recourse to the order of the City of San Antonio, Texas. The Bid/Proposal Bond must be signed by the Bidder/Respondent, surety company, and witnesses. Failure to submit the Bid/Proposal Bond with the required signatures will deem the Bidder/Respondent's bid/proposal non-responsive. The forms of security submitted by Bidder/Respondent shall serve as a guarantee, if awarded, Bidder/Respondent promptly will execute Performance and Payment Bonds on provided City forms. Bidder/Respondent acknowledges, accepts and agrees City shall not accept Performance and/or Payment Bonds not provided to City on a City-provided form.

Payment Bond.

Upon City Council approval of contract award, the selected Respondent shall furnish City with payment bond. Contractor shall provide a payment bond as security for all persons supplying labor and material in the performance of this contract. Said bond shall be executed by a corporate surety acceptable to City, licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the full amount of the contract price. If this is an annual contract with estimated quantities, the bond shall be in the amount of the estimated contract price for a one-year period. Said bond must be in a form acceptable to City. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253 and the Texas Property Code, chapter 53. This bond must be executed and delivered to City prior to commencement of work under this contract.

Performance Bond.

Upon City Council approval of contract award, the selected Respondent shall furnish City with performance bond. Contractor shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United State Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the full amount of the contract price. If this is an annual contract with estimated quantities, the bond shall be in the amount of the estimated contract price for a one-year period. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract.

Prevailing Wage Rates:

Wage & Labor Standard Provisions & Prevailing Wage Rates: The selected Respondent shall comply with City Ordinance Number 2008-11-20-1045, concerning Wage and Hour Labor Standard Provisions for City of San Antonio Construction Projects (amending City Ordinance Number 71312). This is a public works Contract and Chapter 2258 of the Texas Government Code requires that not less than the prevailing wage rate for work of a similar character in this locality shall be paid to all laborers, workmen and mechanics employed in the construction of this Project. This prevailing wage requirement includes overtime regulations. Respondent shall refer to the General Wage Decision Number TX20250231 03/14/2025, attached hereto, incorporated by reference herein and labeled as "Exhibit B".

Incorporation of Attachments and Exhibits.

Each of the attachments and exhibits 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 – Building Wage Decision TX20250231 (03/14/2025)

Attachment C – Local Preference Program (LPP) Identification Tracking Form

Attachment D – Veteran-Owned Small Business Preference Program (VOSBPP) Tracking Form

Attachment E – Heat Illness Prevention Ordinance

Exhibit # 1 – Vendor Quote

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order prior to incurring any costs for which City may be liable.

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

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

Invoicing and Payment.

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

accounts.payable@sanantonio.gov.

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

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

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

Information Required on Invoice.

All invoices must be in a form and content approved by City. City may require modification of invoices if necessary, to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number, Vendor name, Vendor dba name, address, remit address for payment, unique invoice number,

and invoice date (of issue by Vendor). 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.

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 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.

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

Termination.

Termination-Breach. Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to 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 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 effort attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

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

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

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

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

Records Retention.

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

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

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

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

S.B. 943 – Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Vendor acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this RFO and any resulting contract. Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

By submitting an offer, Offeror warrants and certifies, and a contract awarded pursuant to this RFO is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous offer or contract. City hereby relies on Vendor's certification, and if found to be false, City may reject the offer or terminate the Contract for material breach.

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

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

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

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

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

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

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

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

Attorney's Fees. The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

State Prohibitions on Contracts:

This section only applies to a contract that:

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

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

Prohibition on Contracts with Companies Boycotting Israel.

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

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

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

Prohibition on Contracts with Companies Boycotting Certain Energy Companies.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

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

Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not have a

practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach

Contracts with Companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations Prohibited.

Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on said list during the course of its contract with City, City may terminate the Contract for material breach.

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

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

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

007 - SIGNATURE PAGE

By submitting an offer, Offeror represents that:

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

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

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

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

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

Offeror Information

Please Print or Type

Vendor ID No. __V1029866__

Signer's Name ____CARLOS KRALY____

Name of Business __AUTOMATIC FIRE PROTECTION__

Street Address __18745 GOLL STREET SUITE 101__

City, State, Zip Code __SAN ANTONIO, TEXAS 78266__

Email Address __GVILLANUEVA@AUTOMATICFIREPROTECTION.COM__

Telephone No. __210-653-2121__

Fax No. __210-653-2124__

City's Solicitation No. 6100018968 Fire Suppression System Replacement at Tower of The Americas



Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

Director - the Director of City's Finance Department- Purchasing Division, or Director's designee.

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT A
PRICE SCHEDULE

Item No.	Item Description	Total Price
1	Fire Suppression System Replacement at Tower of The Americas Project	\$ 630,000.00

PROMPT PAYMENT DISCOUNT:

Prompt Payment Discount: _____% _____days. (If no discount is offered, Net 30 will apply.)

ACCOUNT REPRESENTATIVE INFORMATION

Vendor shall list the preferred service contact method and contact information.

Services shall be coordinated via: (check all that apply)

Name: GUS VILLANUEVA

Title: SALES AND SERVICE

Phone: 210-653-2121 Fax: 210-653-2124

Email: GVILLANUEVA@AUTOMATICFIREPROTECTION.COM

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	03/07/2025
2	03/14/2025

ASBE0087-014 06/03/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation).....	\$ 29.50	8.79

* BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 33.17	24.92

ELEC0060-003 01/01/2024

	Rates	Fringes
ELECTRICIAN (Communication Technician Only).....	\$ 33.50	18%+5.45

ELEC0060-004 01/01/2024

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring).....	\$ 33.50	18%+5.45

* ELEV0081-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 51.11	38.435+a+b

FOOTNOTES:

a. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

b. Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

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Building Job Classification Definitions Can Be Found At -

<https://www.sanantonio.gov/PublicWorks/Current-Vendor-Resources/Labor-Compliance>

ENGI0450-002 04/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Cranes.....	\$ 39.47	10.39

IRON0066-013 06/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 26.75	7.53

IRON0084-011 06/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 28.26	8.13

PLUM0142-009 07/01/2024

	Rates	Fringes
HVAC MECHANIC (Electrical Temperature Control Installation & Unit Installation Only).....	\$ 36.87	11.48
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 36.87	11.48
Including HVAC Pipe Installation		
PLUMBER.....	\$ 36.87	11.48
Excludes HVAC Pipe Installation		

SFTX0669-002 01/01/2025

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 36.15	24.47

SHEE0067-004 07/03/2024

	Rates	Fringes
Sheet metal worker		
Excludes HVAC Duct Installation.....	\$ 32.24	15.89
HVAC Duct Installation Only.	\$ 32.24	15.89

**SUCOSA 1/5/2024

	Rates	Fringes
GLAZIER.....	\$ 12.59	0.87

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Building Job Classification Definitions Can Be Found At -

<https://www.sanantonio.gov/PublicWorks/Current-Vendor-Resources/Labor-Compliance>

* SUTX2014-006 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 22.15	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 17.83	0.00
CARPENTER (Form Work Only).....	\$ 13.63 **	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 16.86 **	4.17
CAULKER.....	\$ 15.00 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 22.27	5.30
DRYWALL FINISHER/TAPER.....	\$ 13.81 **	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 15.18 **	0.00
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 20.39	3.04
IRONWORKER, REINFORCING.....	\$ 12.27 **	0.00
LABORER: Common or General.....	\$ 10.75 **	0.00
LABORER: Mason Tender - Brick...	\$ 11.88 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.00 **	0.00
LABORER: Pipelayer.....	\$ 11.00 **	0.00
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
LABORER: Landscape and Irrigation.....	\$ 8.00 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.98 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 14.00 **	0.00

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OPERATOR: Bulldozer.....	\$ 14.00 **	0.00
OPERATOR: Drill.....	\$ 14.50 **	0.00
OPERATOR: Forklift.....	\$ 12.50 **	0.00
OPERATOR: Grader/Blade.....	\$ 23.00	5.07
OPERATOR: Loader.....	\$ 12.79 **	0.00
OPERATOR: Mechanic.....	\$ 18.75	5.12
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03 **	0.00
OPERATOR: Roller.....	\$ 12.00 **	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping.....	\$ 13.07 **	0.00
ROOFER.....	\$ 12.00 **	0.00
TILE FINISHER.....	\$ 11.32 **	0.00
TILE SETTER.....	\$ 14.94 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$17.75) or 13658
(\$13.30). Please see the Note at the top of the wage
determination for more information. Please also note that the
minimum wage requirements of Executive Order 14026 are not
currently being enforced as to any contract or subcontract to
which the states of Texas, Louisiana, or Mississippi, including
their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the

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Building Job Classification Definitions Can Be Found At -
<https://www.sanantonio.gov/PublicWorks/Current-Vendor-Resources/Labor-Compliance>

Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

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Building Job Classification Definitions Can Be Found At -

<https://www.sanantonio.gov/PublicWorks/Current-Vendor-Resources/Labor-Compliance>

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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Building Job Classification Definitions Can Be Found At -

<https://www.sanantonio.gov/PublicWorks/Current-Vendor-Resources/Labor-Compliance>

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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Building Job Classification Definitions Can Be Found At -
<https://www.sanantonio.gov/PublicWorks/Current-Vendor-Resources/Labor-Compliance>

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION