

ORDINANCE 2022-01-13-0006

APPROVING A CONTRACT WITH ALTERMAN, INC.,
FOR CITYWIDE VERTICAL AND HORIZONTAL MICRO
SCALE STRUCTURED CABLING SERVICES FOR THE
INFORMATION TECHNOLOGY SERVICES
DEPARTMENT AT AN ESTIMATED ANNUAL COST OF
\$620,000.00 FOR A THREE-YEAR PERIOD, WITH TWO,
ONE-YEAR RENEWAL OPTIONS. FUNDS ARE NOT
EXPENDED BY THIS ORDINANCE. FUNDING WILL BE
IDENTIFIED WHEN WORK ORDERS ARE ISSUED.

* * * * *

WHEREAS, the City released a Request for Competitive Sealed Proposals (RFCSP) for Citywide outside plant, vertical and horizontal structured cabling services for the Information Technology Services Department; and

WHEREAS, seven responses were received, of which, three firms were deemed non-responsive by the Economic Development Department for failure to meet the Small Business Economic Development Advocacy (SBEDA) subcontracting goal, one respondent did not submit a best and final response by the required deadline and was deemed non-responsive, and the remaining three were evaluated; and

WHEREAS, staff recommends Alterman, Inc., for award of this contract for the micro scale structured cabling category based on the City's standard RFCSP evaluation process; and

WHEREAS, approval of this ordinance will authorize a contract, specifically for the micro category or cabling projects inside City facilities, for an estimated annual cost of \$620,000.00 for a three-year period with two additional, one-year renewals at the City's option; and

WHEREAS, all expenditures will be in accordance with the applicable fiscal year's budget approved by City Council; **NOW THEREFORE:**

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

SECTION 1. The proposal submitted by Alterman, Inc., to provide Citywide vertical and horizontal micro scale structured cabling services for the Information Technology Services Department at an estimated annual cost of \$620,000.00, is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the score summary, contract and RFCSP is attached hereto and incorporated herein for all purposes as **Exhibit I**.

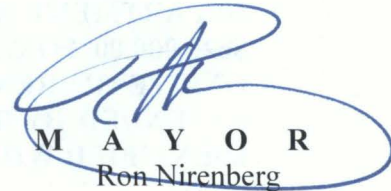
SECTION 2. Funding for this ordinance will be identified when work orders are issued. If funding for any work orders is not previously appropriated, funding will be identified and appropriated through subsequent City Council action. Payment is limited to the amounts budgeted in the

LC
01/13/22
Item No. 10

Operating and/or Capital Budget funding sources identified. All expenditures will comply with Operating and/or Capital Budgets for current and future fiscal years.

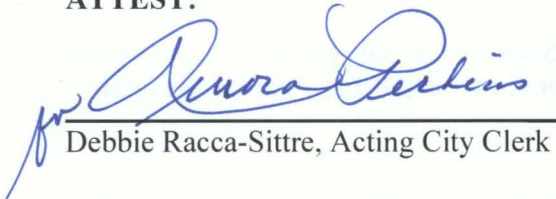
SECTION 3. This ordinance is effective immediately upon passage by eight or more affirmative votes; otherwise, it is effective on the tenth day after passage.

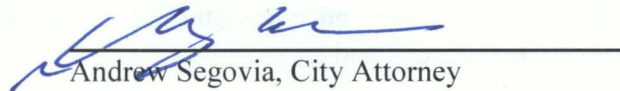
PASSED AND APPROVED this 13th day of January, 2022.


M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:


Debbie Racca-Sittre, Acting City Clerk


Andrew Segovia, City Attorney



City of San Antonio

City Council Meeting January 13, 2022

10.

2022-01-13-0006

Ordinance approving a contract with Alterman, Inc., for Citywide vertical and horizontal micro scale cabling services for the Information Technology Services Department for an estimated total cost of \$3,100,00.00 over a five-year period. Funding for this ordinance will be identified when work orders are issued. [Ben Gorzell Jr., Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]

Councilmember Rocha Garcia moved to Approve on the Consent Agenda. Councilmember Cabello Havrda seconded the motion. The motion carried by the following vote:

Aye: Nirenberg, Bravo, McKee-Rodriguez, Viagran, Rocha Garcia, Castillo, Cabello Havrda, Sandoval, Pelaez, Courage, Perry

LC
01/13/22
Item No. 10

Exhibit I

RFCSP for Citywide Outside Plant, Vertical & Horizontal Cabling RFCSP 21- 012, RFX# 6100013365 Score Summary *FINAL EVALUATION JULY 23, 2021 MICRO CATEGORY	Maximum Points	Alterman, Inc. 14703 Jones Maltsberger San Antonio, TX 78247	Artcom Associates, Inc. 7810 Fortune Drive San Antonio, TX 78250	Big State Electric, LTD 8923 Aero Street San Antonio, TX 78217
A - Experience, Background, Qualifications	30	28.00	18.33	26.00
B - Proposed Plan	30	27.67	18.17	23.00
A - B Sub-Total	60	55.67	36.50	49.00
C - Price	20	17.81	12.97	20.00
D - SBEDA - SBE Prime Contract Program	10	0.00	10.00	0.00
D - SBEDA - M/WBE Prime Contract Program	10	0.00	10.00	0.00
TOTAL SCORE	100	73.48	69.47	69.00
RANK BASED ON TOTAL SCORE		1	2	3

*One evaluation held with no interviews conducted.

RFCSP for Citywide Outside Plant, Vertical & Horizontal Cabling RFCSP 21- 012, RFX# 6100013365 Score Summary *FINAL EVALUATION JULY 23, 2021 MACRO CATEGORY	Maximum Points	Artcom Associates, Inc. 7810 Fortune Drive San Antonio, TX 78250	Big State Electric, LTD 8923 Aero Street San Antonio, TX 78217	Alterman, Inc. 14703 Jones Maltsberger San Antonio, TX 78247
A - Experience, Background, Qualifications	30	18.33	26.00	28.00
B - Proposed Plan	30	18.17	23.00	27.67
A - B Sub-Total	60	36.50	49.00	55.67
C - Price	20	15.03	20.00	8.78
D - Small Business Economic Development Advocacy Program - SBE Prime Contract Program	10	10.00	0.00	0.00
D - Small Business Economic Development Advocacy Program - M/WBE Prime Contract Program	10	10.00	0.00	0.00
TOTAL SCORE	100	71.53	69.00	64.45
RANK BASED ON TOTAL SCORE		1	2	3

*One evaluation held with no interviews conducted.

**INTEGRATION AGREEMENT
FOR
CITYWIDE VERTICAL & HORIZONTAL
MICRO SCALE STRUCTURED CABLING**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")
NO. 6100013365**

This Agreement is entered into by and between the **City of San Antonio**, Texas, a home-rule municipal corporation ("City") acting by and through its Director of Finance or said Director's designee ("Director"), pursuant to Ordinance No. _____ passed and approved on the _____ day of _____, 20____, and **Alterman, Inc.** ("Alterman" or "Vendor"). City and Vendor may be referred to herein collectively as the "Parties".

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

**ARTICLE I
CONTRACT DOCUMENTS**

The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below:

- a. This Integration Agreement;
- b. City's RFCSP No. 6100013365, including all exhibits, attachments and addendums thereto (**Exhibit A**);
- c. Vendor's Best and Final Offer (BAFO) Price Schedule for the Micro Scale Structured Cabling Category (**Exhibit B**); and
- d. Vendor's Proposal in response to RFCSP No. 6100013365 (**Exhibit C**).

**ARTICLE II
TERM**

- 2.1 Contract Term. After approval by the San Antonio City Council, this contract shall begin upon execution by all parties. Unless sooner terminated in accordance with the provisions of this Agreement, this contract shall continue in full force and effect for a three (3) year period.
- 2.2 Renewals. At City's option, this contract may be renewed under the same terms and conditions for two (2) additional, one (1) year periods. Renewals shall be in writing and

signed by the Director, without additional City Council approval, subject to and contingent upon appropriation of funding therefore.

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

ARTICLE III **BAFO PRICE SCHEDULE**

Per Hour Unit Pricing. Hourly Unit Pricing is inclusive of all labor, fees, expenses, time, materials, supplies, equipment, necessary tools, test equipment, testing, transportation to and from job sites, and possible outside services (i.e. subcontractor) necessary to complete each project, except as otherwise noted.

ARTICLE IV **NOTICE**

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City of San Antonio
Information Technology Services
Department
P.O. Box 839966
San Antonio, Texas 78283-3966

If intended for Vendor, to:

Alterman, Inc.
14703 Jones Maltsberger
San Antonio, Texas 78247

With copy to:

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

ARTICLE V

INVOICING AND PAYMENT

In RFCSP Section 014, General Terms & Conditions, Payment by City, the last paragraph is revised to read as follows: 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.

ARTICLE VI

STATE PROHIBITIONS ON CONTRACTS

- 6.1 This Article 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.

- 6.2 "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.

- 6.3 Prohibition on Contracts with Companies Boycotting Certain Energy Companies. In accordance with SB 13, effective September 1, 2021, 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 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.

- 6.4 Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries. In accordance with SB 19, effective September 1, 2021, 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 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

ARTICLE VII

EXECUTION IN COUNTERPART

This Agreement and any amendments thereto may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. In the event that any signature is delivered by facsimile transmission or by email delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

ARTICLE VIII

AUTOPEN OR ELECTRONIC SIGNATURE

This Agreement and any amendments hereto may be signed by autopen or electronic signature (e.g., DocuSign or similar electronic signature technology) and may be transmitted by electronic means. Copies of this Agreement and any amendments hereto that are so executed and delivered have the same force and effect as if executed with handwritten signatures and physically delivered.

ARTICLE IX

ENTIRE AGREEMENT

This Agreement, together with its 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 Agreement shall be deemed to exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

EXECUTED and **AGREED** to as of the dates indicated below.

CITY OF SAN ANTONIO

ALTERMAN, INC.

Name: Norbert Dziuk



Name: Mark Westover

Title: Assistant Finance Director

Title: Director Of Technologies

Date: _____

Date: 12/22/2021

Approved as to Form:

Assistant City Attorney



INFORMATION TECHNOLOGY SERVICES DEPARTMENT

REQUEST FOR COMPETITIVE SEALED PROPOSAL

("RFCSP")

for

**Citywide Outside Plant, Vertical & Horizontal Cabling
(RFCSP 21-012, 6100013365)**

**Release Date: 11/20/2020
Proposals Due: 01/29/2021**

This solicitation has been identified as High-Profile.

PROHIBITED CAMPAIGN CONTRIBUTIONS

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

- (1) Any individual seeking a high-profile contract;
- (2) Any owner, officer, officer of board, and executive committee member of an entity seeking a high-profile contract, excluding board officers and executive committee members of 501 (c)(3), 501(c)(4) and 501 (c)(6) non-profit organizations not created or controlled by the City whose board service is done strictly as a volunteer with no financial compensation and no economic gain from the non-profit entity;
- (3) The legal signatory of the high-profile contract;
- (4) Any attorney, lobbyist or consultant hired or retained to assist the individual or entity in seeking a high-profile contract;
- (5) Subcontractors hired or retained to provide services under the high-profile contract; and
- (6) Any first-degree member of the household of any person listed in (1), (2), (3) or (5) of this subsection.

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

****For this solicitation, the first-day contributions are prohibited is Friday December 8, 2020.***

The first day contributions may be made is the 31st day after the contract is awarded at a City Council "A" Session.

RESTRICTIONS ON COMMUNICATIONS

In accordance with §2-61 of the City Code, Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFCSP or proposal from the time the RFCSP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an "A" session; and 2) City employees from the time the RFCSP has been released until the contract is awarded.

Restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFCSP and/or proposal submitted by Respondent.

Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

For additional information, see the section of this RFCSP entitled "Restrictions on Communication".

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Respondent's Proposal must contain the following documents. These forms can be found as attachments to this RFCSP or web links, as indicated.		
Attachment A, Part 1	General Information Form	55
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003 BACKGROUND

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

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

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

004 SCOPE OF SERVICES

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

- **Micro Scale Structured Cabling**
- **Macro Scale Structured Cabling**

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

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

4.1 MICRO SCALE STRUCTURED CABLING CATEGORY

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

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

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

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

4.1.5 Fiber Optic Cable Termination - Termination/materials of OFCG, OFNG, OFCP, OFNP, OFCR, OFNR, OPGW or any other fiber optic cable. This includes all of the following activities: installation of fiber cable into splice tray/Fiber LIU, installation of connectors to fiber cable.

testing/documentation of fiber cable, labeling of all cables and associated hardware, etc. City typically installs 48 SM cables for riser environments.

- 4.1.6 Miscellaneous Labor - This category will include some of the following activities but not limited to: relocate/install equipment, transport of assorted items to various COSA facilities, testing of copper/fiber facilities with test tools (cable tester, fiber light-source meters, OTDR), installation of communications cabinets/racks/ladder trays, relocate furniture , etc.
- 4.1.7 Design Services - Designing communications infrastructures for various facilities to include MDF/IDF build outs, exterior/interior utility pathways, cable installation details, wall/rack elevations, etc. All designs to be in accordance with all current communication's best practices and COSA communications standards. RCDD design, verification and stamp required on all design work. Awarded contractor shall have an RCDD full time on staff.
- 4.1.8 Project Management - Providing Communications Project Management for various communications projects and provide project inspections as required by COSA ITSD. This will include project tracking, project updates to owner, contractor management, attending project meetings, review of project documentation, etc.

4.2 MICRO SCALE STRUCTURED CABLING MINIMUM REQUIREMENTS

- 4.2.1 Respondent must be able to perform routine station cabling and less complex projects.
- 4.2.2 Respondent must be able to perform inside and/or outside plant work.
- 4.2.3 Respondent must be able to install copper/fiber optic cable.
- 4.2.4 Respondent must be able to perform splicing, terminating, cross-connecting, testing and documentation as identified in the City of San Antonio Cable Standards.
- 4.2.5 Respondent must be able to install Category 5E, 6 and 6A Panduit Structured cabling systems.
- 4.2.6 Respondent must be able to perform certification testing and provide testing documentation.
- 4.2.7 Respondent must be able to provide design services as identified: Designing communications infrastructures for various facilities to include MDF/IDF build outs, exterior/interior utility pathways, cable installation details, wall/rack elevations, etc. All designs must be in accordance with all current communication best practices and COSA communications standards. RCDD design, verification and stamp required on all design work.
- 4.2.8 Respondent must be able to provide project management services as identified: Providing Communications Project Management for various communications projects and provide project inspections as required by COSA ITSD. This will include project tracking, project updates to owner, contractor management, attending project meetings, review of project documentation, etc.
- 4.2.9 Respondent must be able to provide staff/vehicles for miscellaneous activities such as equipment installation, copper/fiber cable testing and other telecommunication's activities

MACRO SCALE STRUCTURED CABLING CATEGORY

- 4.2.10 Macro Scale Structured Cabling Projects – The following definitions terms and definitions are descriptive of Macro Scale Structured Cabling Projects:
- 4.2.11 Cable Installation - Installation of CAT 5E, CAT 6, CAT 6A or most recent version of plenum communications cables

- 4.2.12 Fiber Pulling - Installation of OFCG, OFNG, OFCP, OFNP, OFCR, OFNR or any other indoor rated fiber optic cable inside administrative buildings to include various raceways and riser environment.
- 4.2.13 Fiber Optic Cable Installation - Installation/materials of OFCG, OFNG, OFCP, OFNP, OFCR, OFNR or any other indoor rated fiber optic cable inside administrative buildings to include various raceways and riser environment. COSA typically installs 48 SM cables for riser environments.
- 4.2.14 Cable Terminating - Termination/material of high cable pair CAT 5E, CAT 6, Cat 6A or most recent version of plenum/riser communications cables into patch panels.
- 4.2.15 Fiber Optic Cable Termination - Termination/materials of OFCG, OFNG, OFCP, OFNP, OFCR, OFNR, OPGW or any other fiber optic cable. This includes all of the following activities: installation of fiber cable into splice tray/Fiber LIU, installation of connectors to fiber cable, testing/documentation of fiber cable, labeling of all cables and associated hardware, etc. COSA typically installs 48 SM cables for riser environments.
- 4.2.16 Soil-Dirt Trenching - Trenching of standard soils conditions to include the following: Excavation/restoration of trench to include all conduit, innerduct, conduit spacers, pull-tape, making tape, back-fill materials, sand-base and restoration of trench area back to original site conditions, all required ROW permitting, security, etc.
- 4.2.17 Asphalt Trenching - Trenching of standard asphalt covered areas to include the following: Excavation/restoration of trench to include all conduit, innerduct, conduit spacers, pull-tape, marking tape, back-fill materials, sand-base and restoration of trench area back to original site conditions, all required ROW permitting, security, etc.
- 4.2.18 Concrete Trenching - Trenching of standard concrete covered areas to include the following: Excavation/restoration of trench to include all conduit, innerduct, conduit spacers, pull-tape, making tape, back-fill materials, sand-base and restoration of trench area back to original site conditions, all required ROW permitting, security, etc.
- 4.2.19 Rock Trenching - Trenching of standard soil conditions with high concentrations of native rock areas to include the following: Excavation/restoration of trench to include all conduit, innerduct, conduit spacers, pull-tape, making tape, back-fill materials, sand-base and restoration of trench area back to original site conditions, all required ROW permitting, security, etc.
- 4.2.20 Normal Soil Directional Boring - Boring of standard soil conditions to include the following: Excavation/restoration of bore area to include all conduit, innerduct, pull-tape, marking tape, back-fill materials and restoration of trench area back to original site conditions, all required ROW permitting, security, etc.
- 4.2.21 Rock Directional Boring - Boring of standard soil conditions with high concentrations of native rock areas to include the following: Excavation/restoration of bore area to include all conduit, innerduct, pull-tape, making tape, back-fill materials and restoration of trench area back to original site conditions, all required ROW permitting, security, etc.
- 4.2.22 Underground Cabling - Installation of copper and/or fiber communications cables into underground pathways to include all cable supports, replacement pull-lines, Permanente labeling, etc.
- 4.2.23 Miscellaneous Labor - This category will include some of the following activities but not limited to: relocate/install equipment, transport of assorted items to various COSA facilities, testing of copper/fiber facilities with test tools (cable tester, fiber light-source meters, OTDR), installation of communications cabinets/racks/ladder trays, relocate furniture, etc.

- 4.2.24 Design Services - Designing communications infrastructures for various facilities to include MDF/IDF build outs, exterior/interior utility pathways, cable installation details, wall/rack elevations, etc. All designs to be in accordance with all current communication codes and standards best practices and COSA communications standards. RCDD design, verification and stamp required on all design work.
- 4.2.24 Project Management - Providing Communications Project Management for various communications projects and provide project inspections as required by COSA ITSD. This will include project tracking, project updates to owner, contractor management, attending project meetings, review of project documentation, etc.

4.2.25 Macro Scale Structured Cabling Minimum Requirements

- 4.2.26 Respondent must be able to perform complex underground and aerial projects, routine station cabling as well as smaller less complex projects.
- 4.2.27 Respondent must be able to perform both inside and outside plant work.
- 4.2.28 Respondent must be able to install both fiber and copper cable.
- 4.2.29 Respondent must be able to perform splicing, terminating, cross-connecting, testing and documentation as identified in the City of San Antonio Cable Standards.
- 4.2.30 Respondent must be able to install Category 5E, 6 and 6A Panduit Structured cabling systems.
- 4.2.31 Respondent must be able to perform certification testing and provide testing documentation.
- 4.2.32 Respondent must be able to provide design services as identified: Designing communications infrastructures for various facilities to include MDF/IDF build outs, exterior/interior utility pathways, cable installation details, wall/rack elevations, etc. All designs must be in accordance with all current communications' best practices and COSA communications standards. RCDD design, verification and stamp required on all design work.
- 4.2.33 Respondent must be able to provide project management services as identified: Providing Communications Project Management for various communications projects and provide project inspections as required by COSA ITSD. This will include project tracking, project updates to owner, contractor management, attending project meetings, review of project documentation, etc.
- 4.2.34 Respondent must be able to provide staff/vehicles for miscellaneous activities such as equipment installation, copper/fiber cable testing and other telecommunication's activities.

4.3 STRUCTURED CABLING SERVICE CATEGORIES AND DEFINITIONS

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

- 4.3.1 Cable/Fiber Pulling – Pulling Definition: The gathering of materials, placement and properly supporting and securing material according to EIA/TIA and City of San Antonio Structured Cabling guidelines. Dressing in of wires in data/fiber racks and properly sealing fire wall or floors that were penetrated, clean up and returning site to original condition.
- 4.3.2 95% of pulling requirements are twisted pair cable
- 4.3.3 Cable Terminating:
- 4.3.4 Terminating 4 pair CAT 5E/6/6A unshielded twisted pair, T568B wiring cable, label and test

- 4.3.5 Terminating Definitions: Installing jacks in patch panel or in office locations
- 4.3.6 Terminating a Multi conductor cable in a patch panel. Testing wire with a certified CAT 5E/6 tester and providing results in a PDF and native tester format. Labeling both ends of cable with label schema provided in the City of San Antonio Structured Cabling guidelines.
- 4.3.7 Test Definition: Category 5E/6/6A unshielded twisted pair, T568B wiring Wire Testing
The following tests shall be performed on all installed Category 5E/6 wire runs:
- Testing shall be end-to-end, patch panel to jack patch cables (where applicable)
 - Length Test: All four pairs are to be documented
 - Any NEXT Limit: 27.1db or greater @ 100 MHz
 - Attenuation. Limit 24.0 dB or less @ 100 MHz
 - Wire Map (test must include open pairs, shorts and crossed pairs)
 - Auto Test. (If Auto-test is employed it must encompass all tests listed previously)
 - Test results must be presented in a Microsoft Excel spreadsheet, Version 5.0 or higher format, detailing cable location (building, IDF, MDF, etc.) and all requested test data for each cable run.
- 4.3.8 5% of pulling requirements are fiber
- 4.3.9 Fiber Terminations:
- 4.3.10 Terminating Definitions: The fiber preparation and terminating of ST, SC, LC and any other specified connectors as deemed necessary by the City of San Antonio. Testing with certified equipment (Power source/light meters and OTDR) and providing all test results to the City of San Antonio in PDF and native testing format. Labeling both ends of the fiber with provided by the City. (Test equipment supplied by contractor)
- 4.3.11 Splicing: Is required whenever a fiber is damaged or new installation requires this service. Fusion splicing is required for interconnections. The contractor shall furnish all equipment/materials necessary to perform the splicing and testing upon completion of splice of fiber optic cable.
- 4.3.12 Trenching and Directional Boring
- 4.3.13 Trenching Definition: Obtaining permits hire security personnel, provide the necessary signage or safety precautions as required by the permit. Excavation of earth and/or other material to the prescribed work/plans/specification, placing the conduit in the ground and securing all connections. Providing any flowable fill required by the construction work/plans/specification, back fill as required and replace any asphalt or concrete to restore the area to its original condition or as set forth in the permit.
- 4.3.14 Directional Boring Definition: Obtaining any permits, hire security people, provide the necessary signage or safety warning as required by the permit. Set up and perform the boring task as required, pull in the conduit and remove all waste material. Provide any flow able fill, asphalt, concrete or fill material as required. The proper disposal of excess material will be the contractor's responsibility.
- 4.3.15 Miscellaneous Labor
- 4.3.16 Labor Definitions: Work other than specified in this contract. Equipment transport, moving furniture, painting and hanging plywood, etc. as it pertains to communications projects.

- 4.3.17 Materials: Respondent shall indicate a materials percentage increase or mark-up as part of the response to this RFCSP. Awarded vendors will be required to submit job estimates with a materials manifest from and quotation from their supplier. Job estimates will be subject to City review and approval prior to work commencing. All material percentage increases or mark-ups must match or be less than the percentage increase identified in Attachment B – Price Schedule. All subsequent invoices and payment requests will include a final materials manifest that will follow the same protocol.

4.4 GENERAL SPECIFICATIONS:

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

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

- 4.4.1 Site survey by a Registered Communications Distribution Designer (RCDD), or designate, to review the project site, the work environment and conditions, and to outline the scope of work. The vendor shall provide a local RCDD who will ultimately be responsible for the design and the management of cable projects. The RCDD must have sufficient experience in communications projects to be able to lend technical support to the field forces during the installation, warranty period, and during any extended warranty period or maintenance contracts. The RCDD must be available within twenty-four (24) hours of any City of San Antonio request. At a minimum, the RCDD must be Panduit certified since over ninety percent (90%) of the City of San Antonio existing cable is of that particular manufacturer;
- 4.4.2 All horizontal station cabling between the telecommunications distribution room and the workstation outlets as required;
- 4.4.3 All copper and fiber optic backbone cables between telecommunications rooms for building riser systems and facilities between buildings, underground or overhead, wall fields, data racks and distribution panels as required;
- 4.4.4 All equipment racks/cabinets, backboards, outlets, patch panels/cords, cable management and hardware in order to support the telecommunications system as required;
- 4.4.5 All terminations, cross connects and patching of all fiber optic and copper cables as required;
- 4.4.6 Preparation and submission of 'scope of work' documentation, samples, shop drawings, plans, testing reports, "as-built" drawings, and cabling documentation as required and described herein the City of San Antonio Structured Cabling guidelines.

4.5 STRUCTURED CABLING STANDARD REQUIREMENTS

- 4.5.1 The Contractor shall provide all labor and materials called for in the specifications in accordance with the conditions of the contract. This includes all incidentals such as equipment, hardware, services, hoisting, scaffolding, supports, tools, supervision, consumable items, etc., necessary to

provide a complete cabling system as described herein. In no case shall Contractor use City of San Antonio tools or equipment.

- 4.5.2 It is the intent of these specifications to provide a complete workable telecommunications cabling system ready for the City of San Antonio use. Nevertheless, the Contractor shall be responsible for all items normally required to deliver a complete telecommunications cabling system despite not being specifically depicted in the specifications.
- 4.5.3 Installations shall be as indicated in the applicable sections of these specifications and shall be in compliance with all applicable industry standards. Requirements and details stated in the specifications shall govern if they differ from submitted plans and shop drawings.
- 4.5.4 Contractor will be contacted by ITSD Communication's staff on as "as-needed" basis. Installation locations as well as work to be performed will be specifically identified by ITSD Communications staff. If there is a conflict between the terms of this contract and the work being identified then the terms of this contract shall control. Any work being performed without authorization from ITSD Communications staff prior "approval" of execution of work will be contractor's expense.
- 4.5.5 The Contractor shall be responsible for the delivery of any and all requests for information, plans, shop drawings, submittals, samples and/or any other required deliverables through the City of San Antonio or its representative. The cost of these items shall be in accordance with Attachment B – Price Schedule and included in the price quotes submitted to the City of San Antonio.

4.6 STRUCTURED CABLING TECHNICAL REQUIREMENTS:

- 4.6.1 The City has communication services in approximately over 400 properties, some of which may contain asbestos. A certified person in asbestos identification is required whenever asbestos is suspected at a job location and this person shall notify the City immediately whenever asbestos is detected. There will be NO ABATEMENT of suspected asbestos by the contractor. If City must issue a Stop Work Order due to asbestos, contractor shall only invoice City for work actually performed. TDH Certification (Asbestos) requirements can be met by a sub-contractor under this contract.
- 4.6.2 As-built drawings and test results must be furnished upon completion of all jobs. All as-built drawings shall consist of floor plans with pathways and location of outlets clearly identified. All utility construction projects require engineered as-built site utility plans denoting pathways, hand hole/manhole locations/profiles, conduit depths, geo-coordinates, etc. These drawings shall be furnished in both paper and in the following electronic formats: AutoCAD/Microsoft Visio 2010. The vendor will coordinate any interruption to existing communications infrastructure with ITSD management. Any interruptions shall be minimized and performed after-hours, on weekends and/or holidays unless otherwise requested at the sole discretion of the City.
- 4.6.3 The City has standardized on Panduit Structured Cable system. Technicians who terminate UTP and/or fiber optic cable must be Panduit certified. Panduit Certifications (PCI) are required to be included with this bid. Contractor must provide a list of technicians who will be assigned to perform work on the City account for work orders and trouble tickets.
- 4.6.4 Installations performed by the successful respondent must be guaranteed for a minimum period of one year and defects must be corrected within 24 hours upon notification to vendor.
- 4.6.5 Contractor will be required to clean work area and properly store all tools and materials daily. All ceiling tiles that were removed during the day must be replaced. The City will **NOT** be liable for lost or damaged tools.
- 4.6.7 Regarding installation activity that is potentially disruptive (running cable, drilling, etc.) to administrative activity, the Contractor will notify the City of San Antonio's Information

Technology Services staff or designee of potential disruption prior to beginning work 3 days in advance.

- 4.6.8 The City of San Antonio may elect also to implement other changes of its own accord. Upon request, the Contractor shall research all reported physical installation, performance problems and/or errors and correct them to the City of San Antonio's satisfaction. If the problem or error resulted from design changes made by the City of San Antonio, the charge for correction shall be computed using the rates for standard T & M (Time & Materials) charges as requested in this RFCSP.
- 4.6.9 The City reserves the right, and its sole discretion, to require Contractor to remove and replace any employee of the Contractor or of any sub-contractor.
- 4.6.10 Provide emergency cable repair service that may require a same day or next day response, at the discretion of the City of San Antonio.
- 4.6.11 The Contractor shall designate in writing to the City of San Antonio a full-time local Project Manager (PM)/Project Manager Alternate (PMA) as the contacts for design, job coordination, additions, changes, etc., who shall be reachable at all times, 24 hours a day, 7 days a week, during the performance of the work.
- 4.6.12 All invoices must have a Purchase Order number and reference the assigned Information Technology Service Department CRQ service or incident number. Invoices shall be inclusive of approved payment request manifest with detailed mark up costs and supportive information of work performed and final supplier invoice to substantiate time and materials costs.

4.7 APPLICABLE CODE AND CITY SAFETY REQUIREMENTS

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

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

4.8 DISCOVERY AND REPORTING OF ASBESTOS

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

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

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

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

4.9 CRIMINAL BACKGROUND CHECKS:

4.9.1 Contractor is responsible for assessing risk and maintaining effective background check policy and procedures for all employees, staff and subcontractors responsible for performing services under this contract. Contractor shall retain all employee records, including any criminal background checks, for the retention period stated in section 014, General Terms and Conditions.

4.9.2 Contractor is responsible for any costs incurred in conducting criminal background checks.

4.9.3 Criminal Justice Information Services (CJIS). Contractor will be providing services under this contract for facilities with access to Criminal Justice Information Services (CJIS). Persons with any of the criminal histories shown below are not allowed unescorted access to CJIS Facilities. Since City staff have their own responsibilities, Contractor's employees providing services to CJIS facilities must pass this criminal background check to provide services in these facilities.

1. Felony conviction – permanent disqualifier
2. Felony deferred adjudication – permanent disqualifier
3. Class A misdemeanor conviction - permanent disqualifier
4. Class A misdemeanor deferred adjudication - permanent disqualifier
5. Class B misdemeanor conviction – disqualifier for 10 years
6. Class B misdemeanor deferred adjudication - disqualifier for 10 years
7. Open arrest for any criminal offense (felony or misdemeanor) – disqualifier until disposition
8. Family violence conviction - permanent disqualifier.

4.9.4 CJIS Facilities. CJIS Facilities within this contract are: Emergency Dispatch Center (PSAP), Emergency Operations Center (EOC), Frank Wing Building (Municipal Courts), Police Training Academy, Public Safety Headquarters (PSHQ), San Antonio Airport Police, and SAPD Property & Evidence Facility.

4.9.5 Security Addendum for Criminal Justice Information Services (CJIS). Contractor will be required to provide services to City departments that perform criminal justice services. Criminal Justice Agencies, such as the San Antonio Police Department, are required to comply with the security requirements managed by the Federal Bureau of Investigations (FBI) and state agencies, such as

the Texas Department of Public Safety. The federal Criminal Justice Information Services Security Policy (Policy) applies to every individual, contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity with access to, or who operate in support of, criminal justice services and information. Agency shall comply with the Policy and shall execute the CJIS Security Addendum attached to this agreement. Contractor's employees or agents who are subject to the Policy will be required to sign a Contractor Employee Certification and be finger printed. All costs associated with compliance with the CJIS Policy shall be borne by Contractor. Contractor shall comply with any changes made to the security requirements by law.

Contractor shall ensure its employees make an appearance at the ID Unit at SAPD Headquarters at 315 S. Santa Rosa, San Antonio, Texas to fill out and submit a Fingerprint Application Form to initiate a background check. Contractor shall ensure Contractor's employees pass a criminal background check and complete CJIS Level 1 Training prior to starting work at CJIS Facilities under this contract.

- 4.9.6 All provisions herein regarding criminal background checks shall apply to all subcontractors assigned to work hereunder.
- 4.9.7 CJIS Compliance on background checks. Some of locations will require that contracted staff has be "CJIS" compliant for access. Compliance information will need to be acquired from City of San Antonio ITSD Security Office.
- 4.9.8 Any work for the San Antonio International Airport requires contracted staff to obtain San Antonio International Airport "contractor" badges for any work to be performed at SAIA locations and obtain City of San Antonio "contractor" ID badges for the City of San Antonio badging office.

005 SCHEDULE OF EVENTS

Following is a list of **projected dates/times** with respect to this RFCSP:

RFCSP Release	Friday, 11/20/2020
Pre-Submittal Conference	Wednesday, 12/2/2020 at 10:00 AM. Central Time
Final Questions Accepted	Wednesday, 01/13/2021 at 2:00 PM. Central Time
Proposal Due	Friday, 01/29/2021 at 2:00 PM. Central Time

006 PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference is scheduled at **10:00 A.M, Central Time, on December 2, 2020** and will be via Webex only. Respondents are encouraged to prepare and submit their questions in writing 3 calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. Pre-Submittal Conference participation is optional, but highly encouraged.

Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Conference Bridge: 1-415-655-0001

Access Code: 133 891 6032

Password: f3JdFBAG9A3

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

007 PROPOSAL REQUIREMENTS

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

Submission of Proposals. Respondents **MUST** submit proposals electronically.

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

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

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

EXPERIENCE, BACKGROUND AND QUALIFICATIONS. Use the Form found in this RFCSP as Attachment A, Part Two.

PROPOSED PLAN. Prepare and submit the Proposal based on the requirements stated in the RFCSP and include as Attachment A, Part Three.

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

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

<http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>

Instructions for completing the Contracts Disclosure form:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. All respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
 - a. names of the agency board members,
 - b. list of positions they hold as board members, and
 - c. names and titles of officers of the organization.
3. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

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

REQUIREMENTS TRACEABILITY MATRIX. Complete and submit the Requirements Traceability Matrix as Attachment E. – NOT REQUIRED

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

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

***VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP).** Pursuant to Ordinance No. 2013-12-05-0864, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation. For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form attached to this solicitation. Complete, sign and submit the Veteran-Owned Small Business Program Tracking Form found in this RFCSP as Attachment F.

***SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN.** Complete, sign and submit the Subcontractor/Supplier Utilization Plan Form found in this RFCSP as Attachment G.

***CERTIFICATE OF INTERESTED PARTIES (Form 1295).**

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 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. IFB 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.

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

*CJIS SECURITY ADDENDUM. Complete and submit the CJIS Security Addendum found in this RFCSP as Attachment J.

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

ADDENDA. Sign and submit addenda, if any.

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

EVALUATION CRITERIA.

City will conduct a comprehensive, fair and impartial evaluation of all submissions received in response to this RFCSP. City may appoint a selection committee to perform the evaluation. Each submission will be analyzed to determine overall responsiveness and qualifications under this RFCSP. Criteria to be evaluated will include the items listed below. In accordance with §252.042, Texas Local Government Code, the selection committee may select all, some or none of the respondents who are judged to be reasonably qualified for award of the contract for interviews. Should the City elect to conduct interviews, selection for interviews will be based on initial scoring, prior to interviewing. Interviews are not an opportunity to change a submission. If the City elects to conduct interviews, respondents may be interviewed and re-scored based upon the same criteria. City may also request information from respondents at any time prior to final approval of a selected respondent or seek best and final offers from respondents deemed reasonably qualified for award. Final approval of a selected respondent is subject to the action of the San Antonio City Council.

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

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

Proposal Evaluation Criteria A – Micro Scale Structured Cabling

Evaluation Criteria:

Experience, Background, Qualifications (30 points)

Proposed Plan (30 points)

Price (20 points)

SBE Prime Contract Program – 10 pts.

Certified SBE firms (see *Small Business Enterprise* definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime CONTRACTORS proposing at least 51% SBE participation (Prime and/or Subcontractor) will receive ten (10) evaluation criteria points, and

M/WBE Prime Contract Program – 10 pts.

Certified M/WBE firms (see *Minority/Women Business Enterprise* definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime CONTRACTORS proposing at least 51% M/WBE participation (Prime and/or Subcontractor) will receive ten (10) evaluation criteria points.

Subcontracting

*M/WBE Subcontracting Program – **Subcontract at least fifteen percent (15%)** of its prime contract value to certified M/WBE firms headquartered or have a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA).

No evaluation criteria points will be awarded to non-SBE or non-M/WBE Prime CONTRACTORS through subcontracting to certified SBE or M/WBE firms.

Proposal Evaluation Criteria B – Macro Scale Structured Cabling

Evaluation Criteria:

Experience, Background, Qualifications (30 points)

Proposed Plan (30 points)

Price (20 points)

SBE Prime Contract Program – 10 pts.

Certified SBE firms (see *Small Business Enterprise* definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime CONTRACTORS proposing at least 51% SBE participation (Prime and/or Subcontractor) will receive ten (10) evaluation criteria points, and

M/WBE Prime Contract Program – 10 pts.

Certified M/WBE firms (see *Minority/Women Business Enterprise* definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime CONTRACTORS proposing at least 51% M/WBE participation (Prime and/or Subcontractor) will receive ten (10) evaluation criteria points.

Subcontracting

*M/WBE Subcontracting Program – **Subcontract at least fifteen percent (15%)** of its prime contract value to certified M/WBE firms headquartered or have a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA).

No evaluation criteria points will be awarded to non-SBE or non-M/WBE Prime CONTRACTORS through subcontracting to certified SBE or M/WBE firms.

008 SUBMISSION OF PROPOSALS

Proposals MUST be submitted electronically through the portal.

Submission of Electronic Proposals. Submit one (1) **COMPLETE** proposal no later than **2:00 P.M., Central Time, on January 29, 2021**. All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Electronic Proposal Equals Original. 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.

Proposal Format.

Each proposal shall be typewritten, single-spaced and submitted on 8 1/2" x 11" page layout. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper, or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered. Margins shall be no less than 1" around the perimeter of each page. Websites or URLs shall not be submitted in lieu of the electronic submission through City's portal. **ELECTRONIC** proposals must include **ALL** the sections and attachments in the sequence listed in the RFP Section 007, Proposal Requirements, and **each section and attachment must be indexed as in the Table of Contents page**. For electronic submissions, each separate section should be attached as a separate file.

Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the due date for submission of proposals and submitted in the same manner as original proposal. For electronic proposals, a modified proposal will automatically replace a prior proposal submission.

City is not responsible for lost or misdirected proposals or modifications.

Forms Requiring Signatures.

Signature Page. For electronic proposals, Respondent's electronic submission constitutes a binding signature for all purposes.

All Other Documents. All other forms in this solicitation which require a signature must have a signature affixed thereto by manually signing the document. When submitting, electronically, sign the document prior to scanning it and uploading it with your submission.

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

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

Correct Legal Name. Respondents who submit proposals to this RFCSP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying

the responsible general partner and all other partners who would be associated with the contract, if any). These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the Respondent Questionnaire form found in this RFCSP as Attachment A, Part 2.

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

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

Sections:

Venue, Jurisdiction and Arbitration

Indemnification

Insurance Requirements

Firm Offer. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one-hundred and eighty days (180) following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

Travel and Related Expenses.

City of San Antonio (City) Administrative Directive (AD) 8.31 establishes uniform procedures for the processing of requests for travel authorization, advances and reimbursements, identifies travel expenses eligible for payment and establishes proper accounting for all travel-related expenses for City.

Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by City shall not exceed the amounts authorized by the current GSA Travel Regulations per diem. <http://www.gsa.gov/portal/category/100120>

Travel time may not be included as part of the amounts payable by Customer for any services rendered under the Contract. Air transportation shall be booked at the lowest available fare available at the time. Anticipated travel expenses must be pre-approved in writing by City.

The City has provided forms as examples to be used for reporting expenses for reimbursement in Exhibit 7. The City requires that receipts for expenses not covered by the per diem be attached to the reimbursement request forms for proper verification and processing. Forms Attached as Exhibit 7 are: 1) Personal Vehicle Mileage Record, and 2) Travel & Miscellaneous Expense Report. Customer may use their own forms for reporting travel expenses that provide the same information requested in the forms found in Exhibit 7.

Confidential or Proprietary Information. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order. Respondent acknowledges that exemptions to Public Information Act requests may require a brief to be submitted to the Texas Attorney General explaining why the claimed exceptions apply to the information in issue. The City shall not be obligated to submit the brief supporting those claimed exceptions. Respondent shall be responsible for submitting the brief and the documents in issue to the Texas Attorney General.

Cost of Proposal. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

Withdrawal of Proposals. Proposals may be withdrawn prior to the due date for submission. Proposals submitted electronically may be withdrawn electronically.

Proposal Opening. Proposals will be opened publicly by reading the names of the Respondents aloud online through WebEx at 2:30 on the day the proposals are due. However, in accordance with state law, the contents will not be revealed until after the contract is awarded.

Join by phone: 1-415-655-0001
Meeting number (access code): 289 671 748
Meeting password: COSA

Restrictions on Communication.

Respondents 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 RFCSP or proposals from the time the RFCSP 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 RFCSP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFCSP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the restrictions on communication with City employees include:

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

Respondents may submit written questions concerning this RFCSP to the Staff Contact Person listed below until **2:00 p.m., Central Time, on January 13, 2021**. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

Respondents and/or their agents are encouraged to contact the Small Business Office of the 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. 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.*

Respondents may contact the Vendor Support staff at (210) 207-0118 or by email at vendors@sanantonio.gov for assistance with vendor registration and submitting electronic bids.

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

Staff Contact Person:

Kristen McAvoy, Procurement Specialist III
City of San Antonio, Finance Department, Purchasing Division
Kristen.mcavoy@sanantonio.gov

Changes to RFCSP.

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

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

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 §2-52 of 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 (ii) 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 RFCSP is made in reliance thereon, that none of the above listed individuals or entities is a party to this contract.

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://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/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>

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 proposal. The Purchasing Division will not deliver the forms to the City Clerk for you.

009 AWARD OF CONTRACT AND RESERVATION OF RIGHTS

City reserves the right to award one, more than one, or no contract(s) in response to this RFCSP.

The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.

City may accept any Proposal in whole or in part. However, final selection of a Respondent is subject to City Council approval.

City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFCSP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFCSP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFCSP process.

City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award, incorporating the terms and conditions of this RFCSP. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFCSP and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot execute a contract within the time specified, City reserves the right to terminate contract discussions with the selected Respondent and commence contract discussions with another Respondent.

This RFCSP does not commit City to enter into a Contract, award any services related to this RFCSP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

If selected, Respondent will be required to comply with the (a) Venue, Jurisdiction and Arbitration, (b) Insurance and (c) Indemnification requirements established herein. If Respondent takes exception to these terms, the City will deem the Respondent non-responsive and not evaluate their proposal.

The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.

010 BONDS

This section left blank intentionally.

011 SOFTWARE ESCROW REQUIREMENT

This section left blank intentionally.

012 ACCEPTANCE CRITERIA

This section left blank intentionally.

013 SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term. This contract shall begin upon the effective date of the ordinance awarding the contract and continue in full force and effect for a three-year period.

Renewals. At City's option, this contract may be renewed under the same terms and conditions for two (2) additional, one (1) year periods. Renewals shall be in writing and signed by the Director, without additional City Council approval, subject to and contingent upon appropriation of funding therefore.

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

Temporary Contract Pending Award of Contract by City Council.

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

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

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

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

Insurance.

Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City of San Antonio Information Technology Services Department - Procurement Office, which shall be clearly labeled "Citywide Outside Plant, Vertical & Horizontal Cabling" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City of San Antonio Information Technology Services Department - Procurement Office. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

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

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

INSURANCE TYPE	LIMITS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Contractors f. Damage to property rented by you	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.
5. Professional Liability – (Claims-made basis)	\$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.
6. Umbrella or Excess Liability Coverage	\$2,000,000 per occurrence combined limit Bodily Injury (including death) and Property Damage. (per occurrence limit depends on scope of operation)

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

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

City of San Antonio
Attn: Information Technology Services Department
P.O. Box 839966
San Antonio, Texas 78283-3966

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy;
- Workers' compensation and employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City; and
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

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

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

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

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

Undisclosed Features. Contractor warrants that the code and software provided to the City of San Antonio under this agreement does not contain any undisclosed features or functions that would impair or might impair the City's use of the equipment, code or software. Specifically, but without limiting the previous representation, Contractor warrants there is no "Trojan Horse," lock, "time bomb," backdoor or similar routine. This Agreement shall not now, nor it hereafter be subject to the self-help provisions of

the Uniform Computer Information Transactions Act or any other law. Contractor specifically disclaims any unilateral self-help remedies.

Interlocal Participation.

The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this RFCSP. Such acquisition(s) shall be at the prices stated herein and shall be subject to vendor's acceptance. Entities desiring to acquire items listed in this RFCSP shall be listed on a rider attached hereto, if known at the time of issuance of the RFCSP. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this proposal.

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

In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent, partner or representative of the Entity making purchases hereunder and shall not be obligated or liable for any such order.

Entity purchase orders shall be submitted to Vendor by the Entity.

Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN CITY.

Clean Air Act & Federal Water Pollution Control Act

Clean Air Act & Federal Water Pollution Control Act - (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§1251-1387), as amended. Contractor agrees to report each violation to the City and understands that the City will, in turn, report each violation as required to the federal agency providing funds for this contract and the appropriate EPA Regional Office. (2) Contractor agrees to include these requirements in each subcontract to this contract exceeding \$150,000 financed in whole or in part with federal funds.

Suspension and Debarment

This contract is a covered transaction for purposes of 2 CFR Part 200. As such, the contractor is required to verify that neither the contractor, nor its principals, as defined at 2 CFR 180.995, are excluded or disqualified as defined at 2 CFR 180.940 and 2 CFR 180.935, respectively.

The contractor is required to comply with 2 CFR 200, Subpart C and must include the requirement to comply with 2 CFR 200, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, Contractor certifies that:

- Neither it nor its principals are presently debarred, suspended for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program;
- CONTRACTOR shall provide immediate written notice to City if, at any time during the term of this contract, including any renewals hereof, CONTRACTOR learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

The certification in this clause is a material representation of fact relied upon by City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 200, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Certification Regarding Lobbying

Respondent certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Procurement Of Recovered Materials

Contractor and its subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Incorporation of Attachments.

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

Attachment A, Part One – General Information Form
Attachment A, Part Two – Experience, Background, and Qualifications
Attachment A, Part Three – Proposed Plan
Attachment B – Price Schedule
Attachment C – Contracts Disclosure Form
Attachment D – Litigation Disclosure Form
Attachment E – Requirements Traceability Matrix – NOT REQUIRED
Attachment F – Veteran-Owned Small Business Preference Program
Attachment G – Subcontractor/Supplier Utilization Plan
Attachment H – Certificate of Interested Parties
Attachment I – Signature Page
Attachment J – CJIS Security Addendum
Attachment K – Proposal Checklist

014 General Terms & Conditions

Delivery of Goods/Services.

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

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

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

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

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

Invoicing and Payment.

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 the City. City may require modification of invoices if necessary, in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number, 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 the City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date the City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

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

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

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, 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. Unless otherwise provided in the Supplemental Terms and Conditions section of this document, all prices shown on the Price Schedule shall remain firm for the duration of the contract. Vendor's price stated on the Price Schedule shall be deemed a maximum price. Vendor may provide a lower price at any time during the contract period for reasons deemed appropriate by Vendor, such as volume discount pricing for large orders.

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

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

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

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

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

Termination.

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

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

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best 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.

City shall pay Vendor for conforming goods delivered and services provided prior to the date of termination, offset by any amounts due and owing from Vendor to City.

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

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any

acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

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

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

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

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

1. Obtain, at Respondent's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, both the programs and hardware or any other intellectual property as the case may be, or
2. Alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated; and
3. Reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Respondent further agrees to

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

assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

indemnify the City against any monetary damages and/or costs awarded in such suit; provided that

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

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

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

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

Ownership of Documents and Licenses.

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Respondent pursuant to this Contract shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government 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 and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFCSP, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Respondent, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

Records Retention.

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

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

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

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

Certifications. Respondent warrants and certifies that Respondent 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.

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.

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.

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.

Non-discrimination.

As a condition of entering into this agreement, Vendor represents and warrants that it will comply with the City's Commercial Nondiscrimination Policy, as described under Section 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 the City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

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.

Venue, Jurisdiction and Arbitration. All claims, counterclaims, disputes, and other matter in question between City and Vendor arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made to be performed in Bexar County, Texas and is governed by the laws of the State of Texas. The City will not contractually agree to engage in binding arbitration and will not contractually agree to relinquish its right to a trial by jury.

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.

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.

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.

"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.

"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.

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

Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization 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 and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on such 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, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent Vendor as a result of this contract.

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

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

015 STANDARD DEFINITIONS

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

All-or-None Bid - a request for competitive sealed proposal in which the City will award the entire contract to one respondent only.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Proposal Opening - a meeting during which proposal responses are opened publicly by reading the names of the respondents aloud online through WebEx.

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

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

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

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

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

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

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

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

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

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

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

016 RFCSP EXHIBITS

RFCSP EXHIBIT 1

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM

ATTACHED AS A SEPERATE DOCUMENT

RFCSP EXHIBIT 2

ACCEPTABLE USE OF INFORMATION TECHNOLOGY (A.D. 7.4A)

ATTACHED AS A SEPERATE DOCUMENT

RFCSP EXHIBIT 3

ACCESS CONTROL (A.D. 7.8D)

ATTACHED AS A SEPERATE DOCUMENT

RFCSP EXHIBIT 4

COSA DATA SECURITY (A.D. 7.3A)

ATTACHED AS A SEPERATE DOCUMENT

RFCSP EXHIBIT 5
COSA TECHNOLOGY STANDARDS
ATTACHED AS A SEPERATE DOCUMENT

RFCSP EXHIBIT 6
NON-CITY EMPLOYEE PROVISIONING GUIDE
ATTACHED AS A SEPERATE DOCUMENT

RFCSP EXHIBIT 7
REIMBURSEMENT REPORTS
ATTACHED AS A SEPERATE DOCUMENT

RFCSP EXHIBIT 8
COSA TESTING POLICY
ATTACHED AS A SEPERATE DOCUMENT

RFCSP EXHIBIT 9
COSA TESTING STRATEGY
ATTACHED AS A SEPERATE DOCUMENT

RFCSP EXHIBIT 10

CRIMINAL JUSTIFIED INFORMATION SERVICES SECURITY POLICY, VER 5.8

ATTACHED AS A SEPERATE DOCUMENT

017 RFCSP ATTACHMENTS

RFCSP ATTACHMENT A, PART ONE

GENERAL INFORMATION FORM

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

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

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

Social Security Number or Federal Employer Identification Number: _____

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

DUNS NUMBER: _____

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

☐ Individual or Sole Proprietorship. If checked, list Assumed Name, if any: _____

☐ Partnership

☐ Corporation. If checked, check one: ☐ For-Profit ☐ Nonprofit

Also, check one: ☐ Domestic ☐ Foreign

☐ Other. If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

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

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

Provide address of office from which this project would be managed:

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

List Related Companies:

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ____ No ____

4. Is Respondent registered with the Texas Secretary of State?

Yes ____ No ____ If "Yes", provide your registered filing number associated with your registration. The filing number is the unique 10-digit number assigned by the Secretary of State (SOS) to each business organization, name registration, or name reservation filed with the SOS.

5. Where is the Respondent's corporate headquarters located (City, State, and Physical Address)?

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

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

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

Years _____ Months _____

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

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

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

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

Years _____ Months _____

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

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

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

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

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

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

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

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

11. Previous Contracts:

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

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

- b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

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

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

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

REFERENCES

Provide three (3) reference letters from three (3) separate organizations/companies/firms, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided. In addition, *please provide the contact information below of the references you have submitted.*

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Contact Email Address: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Contact Email Address: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Contact Email Address: _____

RFCSP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

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

1. Fully describe your company and experience as it relates to the following:
 - History of company (to include number of years/months in business);
 - History of company operations over the past three years;
 - History of structured cabling service contracts, facilities or organizations, address, phone numbers, points of contact, length of contracts, and which contracts, if any, were terminated for cause or convenience.
2. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.
3. Describe length of time Respondent has performed project(s) of similar size and scope, including services in high use public buildings.
4. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
5. List resources, including total number of employees, number and location of offices, number and types of equipment available to support this project. List should include the following if relevant to Respondent: Chief Executive Officer, Chief Financial Officer, Agency Administrator, Account Manager, Project Manager, Registered Communications Distribution Designer, Field Supervisor, Technicians, Etc.
6. If Respondent is proposing as a team or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team and/or sub-contractors have worked together in the past.
7. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope. Panduit Certifications (PCI) for all technicians and sub-contractors who will terminate UTP or fiber cable. Registered Communications Distribution Designer (RCDD) certification for individual(s) assigned to this contract; may be a sub-contractor. A TDH certification from the Texas Department of Health (TDH) for at least one (1) individual with a minimum of two (2) years (preferred) working experience in the field of asbestos inspections and / or abatement projects, who will be assigned to this contract; may be a sub-contractor. All certificates must be valid, currently active and maintain active status through duration on contract.
8. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.
9. **Detailed scenarios will be utilized in the evaluation review process in order to determine a respondent's ability to deliver the requirements set forth in this RFCSP. Respondent must demonstrate proficient understanding and technical capacity with regard to structured cabling. Respondents will be evaluated in their ability to complete the tasks outlined in Attachment F – Part Three, Onsite Qualifying Plan.**

Onsite Qualifying Plan

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

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

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

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

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

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

RFCSP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items.

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

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

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

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

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

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

Written Evaluation Scenarios

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

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

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

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

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

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

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

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

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

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

ESTIMATE FORM TASK A

JOB SCOPE FOR _____

REQUESTED BY _____ DATE _____

JOB ESTIMATED BY _____

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

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

ESTIMATE FORM TASK B

JOB SCOPE FOR _____

REQUESTED BY _____ DATE _____

JOB ESTIMATED BY _____

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

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

ESTIMATE FORM TASK C

JOB SCOPE FOR _____

REQUESTED BY _____ DATE _____

JOB ESTIMATED BY _____

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

RFCSP ATTACHMENT B

PRICE SCHEDULE

MICRO PRICE SCHEDULE WITH NO PREVAILING WAGE RATES

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

Materials: (Percentage Increase from Vendor Manifest)

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

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

MICRO PRICE SCHEDULE WITH PREVAILING WAGE RATES APPLICABLE

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

Materials: (Percentage Increase from Vendor Manifest)

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

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

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

Telephone Number: () _____

Cell Phone Number: () _____

Pager Phone Number: () _____

General Manager Phone Number: () _____

MACRO PRICE SCHEDULE WITH NO PREVAILING WAGE RATES

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

<u>ITEM</u>	<u>TYPE OF SERVICE</u>	<u>EST ANNUAL QTY</u>	<u>UNIT PRICING</u>	<u>EXTENDED COST</u>
13a.	Miscellaneous Labor– Standard rate	4,200 hrs.	\$_____per hour	\$_____
13b.	Miscellaneous Labor– Overtime Rate	100 hrs.	\$_____per hour	\$_____
14a.	Design Services– Standard rate	1,100 hrs.	\$_____per hour	\$_____
14b.	Design Services – Overtime Rate	80 hrs.	\$_____per hour	\$_____
15a.	Project Management Services – Standard rate	1,100 hrs.	\$_____per hour	\$_____
15b.	Project Management Services – Overtime Rate	110 hrs.	\$_____per hour	\$_____

Materials: (Percentage Increase from Vendor Manifest)

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

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

MACRO PRICE SCHEDULE WITH PREVAILING WAGE RATES APPLICABLE

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

	rate			
12b.	Underground Cabling– Overtime Rate	200 hrs.	\$_____.__per hour	\$_____.____

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

Materials: (Percentage Increase from Vendor Manifest)

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

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

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

Telephone Number: () _____

Cell Phone Number: () _____

Pager Phone Number: () _____

General Manager Phone Number: () _____

RFCSP ATTACHMENT C

CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at
<http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>

Instructions for completing the Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. All respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
 - a. names of the agency board members,
 - b. list of positions they hold as board members, and
 - c. names and titles of officers of the organization.
3. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

RFCSP ATTACHMENT D

LITIGATION DISCLOSURE FORM

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

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

Yes ____ No ____

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

Yes ____ No ____

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

Yes ____ No ____

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

RFCSP ATTACHMENT E
REQUIREMENTS TRACEABILITY MATRIX
NOT REQUIRED FOR THIS SOLICITATION

RFCSP ATTACHMENT F

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM TRACKING FORM

Posted as a separate document, if applicable.

RFCSP ATTACHMENT G

SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

Posted as a separate document, if applicable.

RFCSP ATTACHMENT H

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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/filinginfo/1295>

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 RFCSP number shown on the cover page of this solicitation (e.g. IFB 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.

RFCSP ATTACHMENT I

SIGNATURE PAGE

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at:

<http://www.sanantonio.gov/purchasing/> or the direct link at:

<http://www.sanantonio.gov/purchasing/saeps.aspx>

By submitting a proposal Respondent represents that:

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

IF AWARDED A CONTRACT IN RESPONSE TO THIS RFCSP, RESPONDENT CERTIFIES THAT IT IS ABLE AND WILLING TO COMPLY WITH THE (A) VENUE, JURISDICTION AND ARBITRATION, (B) INSURANCE AND (C) INDEMNIFICATION REQUIREMENTS SET OUT IN THE TERMS & CONDITIONS OF THIS AGREEMENT. A FAILURE TO COMPLY WITH THE (A) VENUE, JURISDICTION AND ARBITRATION, (B) INSURANCE AND (C) INDEMNIFICATION REQUIREMENTS OF THIS RFCSP WILL RESULT IN REJECTION OF THE PROPOSAL. RESPONDENT UNDERSTANDS AND AGREES THAT THE TERMS CONTAINED IN THIS RFCSP ARE PART OF THE FINAL CONTRACT AND PREVAIL OVER ANY CONFLICTING TERMS IN ANY DOCUMENT FURNISHED BY RESPONDENT, EVEN IF NOT EXPRESSLY PROVIDED IN THE BODY OF THE CONTRACT.

If awarded a contract in response to this RFCSP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the Respondent Questionnaire form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S)he is authorized to submit this proposal on behalf of the entity.

By submitting a proposal Respondent acknowledges that:

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions. I acknowledge that the contract to be awarded pursuant to this RFCSP has been designated a "high-profile" contract. I have read and understand the provisions regarding high profile contracts that appear on the cover page of this RFCSP.

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

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

Email Address: _____

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

Email Address: _____

When submitting your proposal electronically, through City's portal, Co-Respondent must also log in using Co-Respondent's log-on ID and password, and submit a letter indicating that Co-Respondent is a party to Respondent's proposal and agrees to these representations and those made in Respondent's proposal. While Co-Respondent does not have to submit a copy of Respondent's proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

Email Address: _____

RFCSP ATTACHMENT J
CJIS SECURITY ADDENDUM
ATTACHED AS A SEPARATE DOCUMENT.

RFCSP ATTACHMENT K

PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Executive Summary	
Table of Contents	
General Information Form RFCSP Attachment A, Part One	
Experience, Background and Qualifications RFCSP Attachment A, Part Two	
Proposed Plan RFCSP Attachment A, Part Three	
Price Schedule RFCSP Attachment B	
*Contracts Disclosure Form RFCSP Attachment C	
Litigation Disclosure Form RFCSP Attachment D	
Requirements Traceability Matrix RFCSP Attachment E	NOT REQUIRED
*Veteran-Owned Small Business Preference Program Tracking Form RFCSP Attachment F	
*Subcontractor/Supplier Utilization Plan Form RFCSP Attachment G	
*Certificate of Interested Parties (Form 1295) RFCSP Attachment H	
Proof of Insurability Insurance Provider's Letter Copy of Current Certificate of Insurance	
Financial Information	
*Signature Page RFCSP Attachment I	
*CJIS Security Addendum RFCSP Attachment J	
Proposal Checklist RFCSP Attachment K	
One COMPLETE ELECTRONIC COPY	

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