

AN ORDINANCE 2011-06-23-0534

AWARDING A BID TO INET AIRPORT SYSTEMS, INC. IN THE AMOUNT OF \$1,400,100.00 FOR THE PURCHASE OF 15 PRE-CONDITIONED AIR UNIT SYSTEMS FOR NEW AND EXISTING PASSENGER BOARDING BRIDGES IN TERMINAL A AND TERMINAL B.

* * * * *

WHEREAS, one bid was submitted to provide the City of San Antonio with 15 pre-conditioned air system units; and

WHEREAS, the low bid was submitted by INET Airport Systems, Inc. for a total cost of \$1,400,100.00; **NOW THEREFORE:**

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

SECTION 1. The bid submitted by INET Airport Systems, Inc. to provide the City with 15 pre-conditioned air unit systems for a total cost of \$1,400,100.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. Attached hereto and incorporated herein for all purposes as **Exhibit I** are the bid matrix and contract.

SECTION 2. Payment in the amount not to exceed \$1,400,100.00 in SAP Fund 51099000, Airport Capital Projects, SAP Project Definition 33-00043, Passenger Boarding Bridges, is authorized to be encumbered and made payable to INET Airport Systems, Inc. for 15 pre-conditioned air unit systems.

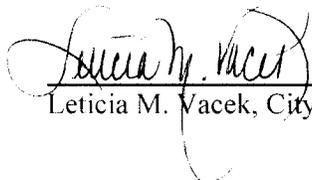
SECTION 3. The financial allocations in this Ordinance are subject to approval by the Chief Financial Officer, City of San Antonio. The Chief Financial Officer may, subject to concurrence by the City Manager, or the City Manager's designee, correct allocation to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 4. This ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.

PASSED AND APPROVED this 23rd day of June, 2011.

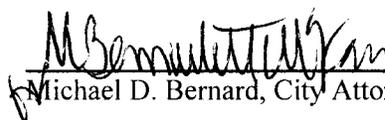

M A Y O R
Julián Castro

ATTEST:

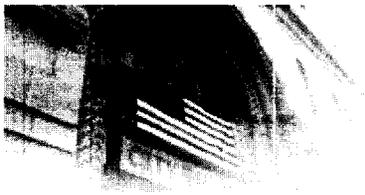


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Michael D. Bernard, City Attorney



Request for
COUNCIL
ACTION

City of San Antonio



Agenda Voting Results - 6B

Name:	6A, 6B, 6C, 7, 8, 9, 10, 11, 12, 13, 14A, 14B, 15, 18, 19, 20, 21, 22, 24, 25A, 25B, 25C, 25D, 25E, 25F, 25G, 27, 28, 29, 30A, 30B, 31, 32, 33A, 35, 36, 37, 38A, 38B, 38C, 38D, 38E, 38F, 38G, 38H, 38I, 38J, 38K, 38L, 38M, 38N, 38O, 38P, 38Q, 38R, 38S, 38T, 40, 41, 43, 44, 45, 46, 47, 49A, 49B, 49C, 49D, 50, 51, 52, 53A, 53B, 54, 55, 56A, 56B, 57						
Date:	06/23/2011						
Time:	09:57:52 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance awarding a bid to INET Airport Systems, Inc. in the amount of \$1,400,100.00 for the purchase of 15 pre-conditioned air unit systems for new and existing passenger boarding bridges in Terminal A and Terminal B.						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x				x
Ray Lopez	District 6		x			x	
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

Exhibit I

City of San Antonio Bid Tabulation

Opened: June 13, 2011 For: PreConditioned Air (PCA) Units 6100000291		TC	INET 4111 N. Palm Street Fullerton, CA 92835 714-888-2700
Item	Description	Quantity	
1	Pre-Conditioned Air (PCA) System with Pre-cool and Pre-Heat Gates A1, A2, A4, A6, A7, A8, A9, A10, A11, A12, A13, A15 A16, and B1 Price Each Price Total Make & Model Offered	14	 \$68,800.00 \$963,200.00 INET PDX15
2	Retrofit Bridges at Gates A1, A2, A8 and A9 with a Turnkey Pre-Conditioning Operation Price Each Price Total Make & Model Offered	4	 \$0.00 \$0.00 INET Bridge Precool Assy
3	PCA Unit Removal and Disposal Gates A4, A6, A7, A10, A11, A12, A13, A15 and A16 Price Each Price Total	9	 \$4,800.00 \$43,200.00
4	PCA Removal, Fixed Based Units at Gates A4, A6 and A7 Price Each Price Total	3	 \$4,800.00 \$14,400.00
5	Electrical Power Service, Upgrade to 125V Gates A1, A4, A6, A7 and A9 Price Each Price Total	5	 \$18,750.00 \$93,750.00
6	Electrical Power Service, Restoration at Gates A10, A11 and A15 Price Each Price Total	3	 \$18,750.00 \$56,250.00
7	PCA Mounting Provisions at Gates A1 and A2 Price Each Price Total	2	 \$0.00 \$0.00
8	Add Alternate Item: Pre-Conditioned Air (PCA) System with Pre-cool and Pre-Heat Gate A17 Price Each Price Total Make & Model Offered	1	 \$68,800.00 \$68,800.00 INET PDX15
9	Add Alternate Item: 400 Hz Ground Central Power Gate A17 Price Each Price Total Make & Model Offered	1	 \$18,500.00 \$18,500.00 INET SSP64-90

City of San Antonio Bid Tabulation

Opened: June 13, 2011 For: PreConditioned Air (PCA) Units 6100000291			TC INET 4111 N. Palm Street Fullerton, CA 92835 714-888-2700
Item	Description	Quantity	
10	Add Alternate Item: Mobile PCA Units, 30 Ton	1	
	Price Each		\$73,500.00
	Price Total		\$73,500.00
	Make & Model Offered		INET MD-PDX15
11	Add Alternate Item: Mobile 400 Hz Ground Power Unit	1	
	Price Each		\$68,500.00
	Price Total		\$68,500.00
	Make & Model Offered		INET MDG5-9-/28
	Payment Terms		Net 30
	Total Amount		\$1,400,100.00
	Total Award		\$1,400,100.00



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

FORMAL INVITATION FOR BID ("IFB") NO.: 6100000291

PRE-CONDITIONED AIR (PCA) UNITS

Date Issued: MAY 26, 2011

BIDS MUST BE RECEIVED NO LATER THAN:
2:00 PM JUNE 13, 2011

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

ORIGINAL

Address for hard copy responses:

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

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

For Hard Copy Submissions, Mark Envelope

"PRE-CONDITIONED AIR (PCA) UNITS"

Bid Due Date: 2:00 p.m., JUNE 13, 2011

Bid No.: 6100000291

Bidder's Name and Address

Bid Bond: YES Performance Bond: YES Payment Bond: YES Other:

See Supplemental Terms & Conditions for information on these requirements.

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

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

Pre-Submittal Conference * NO

* If YES, the Pre-Submittal conference will be held on at at

Staff Contact Person: TERRI CANAL, PROCUREMENT SPECIALIST III, P.O. Box 839966, San Antonio, TX 78283-3966.
Email: TERRI.CANAL@SANANTONIO.GOV

SBEDA Contact Information: ANGELES ABOITES, 210-207-8124, ANGELES.ABOITES@SANANTONIO.GOV

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003 - INSTRUCTIONS FOR BIDDERS

Submission of Bids.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

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

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

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

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

Pre-Submittal Conference.

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

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

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

Changes to IFB.

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

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

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

Preparation of Bids.

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

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

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

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

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

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

Description of Supplies.

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

Interlocal Participation.

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

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

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

Rejection of Bids.

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

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

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

The bid is conditional; or

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

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

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

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

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

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

Evaluation and Award of Contract.

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

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

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

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

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

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

Inspection of Facilities/Equipment.

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

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

Prompt Payment Discount.

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

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

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

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

Bid Protest Procedures.

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

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

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

Prohibited Financial Interest. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City

or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

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

004 - SPECIFICATIONS / SCOPE OF SERVICES

PERIOD OF CONTRACT: This contract shall begin upon award by the San Antonio City Council by passage of an ordinance therefore, and terminate upon completion of all services described herein.

BACKGROUND: The San Antonio International Airport (SAIA) consist of two (2) terminals with a total of twenty-four (24) gates consisting of both fixed base and bridge mounted reconditioned air (PCA) units. Of the twenty-four said gates, sixteen (16) are located in Terminal A with the remaining eight (8) located in Terminal B. Eight (8) of the Terminal A gates require electrical power service restoration. Additional items under consideration are PCA Unit and associated installation for one (1) additional gate (A17) as well as mobile units for the purpose of augmenting PCA and 400Hz equipment during down time. If the add alternate for PCA at Gate A17 is exercised, the 400Hz ground power will be required.

SCOPE:

1. The City of San Antonio, Department of Aviation (City) is soliciting bids from qualified vendors to furnish, deliver, install and remove (where applicable) fourteen (14) Pre-Conditioned Air Units (PCA) at the San Antonio International Airport. Each PCA must be specifically designed to service commercial passenger aircraft, mount to the underside of an apron-drive Passenger Boarding Bridge (PBB), and have the capability to enable bridge pre-cool and pre-heat service. Pricing submitted in response to this solicitation shall include but not limited to: all shipping, materials, equipment, labor, testing, hardware, training, warranty and appurtenances necessary for a turnkey installation.

Of the fourteen (14) PCA units, thirteen (13) PCA units will be designated for Terminal A and one (1) PCA unit will be for Terminal B. Each of the units shall provide both pre-cooling and pre-heating features. As an optional item to this bid, the City is also requesting pricing for one (1) additional PCA unit, in event a new gate is added, with both pre-cool and pre-heat features.

The following table illustrates the PCA configuration on the airfield:

TERMINAL A		New PCA Unit Required (Yes / No)	Electrical Power Increase to 125A Required (Yes / No)	Current Owner
GATE A1	Existing unused 100A disconnect switch, fused at 100A. 100A/480A circuitry to be extended from disconnect switch to PCAir unit disconnect.	Yes	No	City
GATE A2	Unused 200A (240V) disconnect switch and partial associated feeder requires removal.	Yes	No	City
GATE A3	200A disconnect switch, fused at 125A ; no disconnect switch at the PCAir Unit Combined feeder services for PCAir unit and bridge power.	No	Yes	City
GATE A4	100A disconnect switch fused at 100A Combined feeder services for PCAir unit and bridge power.	Yes	No	SWA / Jetair 30T
GATE A5	200A disconnect switch; fused at 125A; no disconnect Combined feeder services for PCAir unit and bridge power.	No	Yes	SWA
GATE A6	Combined feeder services for PCAir unit and bridge power.	Yes	No	SWA / Jetair

				30T
GATE A7	100A disconnect switch fused at 100A; Combined feeder services for PCAir unit and bridge power.	Yes	No	SWA / Jetair 30T
GATE A8	200A disconnect switch; fused at 125A; 100A disconnect switch at PCAir unit.	Yes	Yes	City
GATE A9	100A disconnect switch; fused at 70A.	Yes	No	City
GATE A10	No existing power/circuitry exist to service PCAir unit.	Yes	No	Delta
GATE A11	No existing power/circuitry exist to service PCAir unit.	Yes	No	City
GATE A12	200A disconnect switch, fused at 150A; no disconnect switch at PCAir unit.	Yes	Yes	Delta
GATE A13	200A disconnect switch, fused at 150A; no disconnect switch at PCAir unit.	Yes	Yes	Delta
GATE A14	200A disconnect switch, fused at 150A; no disconnect switch at PCAir unit.	No	Yes	Airtran
GATE A15	No existing power/circuitry exist to service PCAir unit.	Yes	No	United
GATE A16	200A disconnect switch; fused at 200A.	Yes	Yes	United
GATE A17	No existing power/circuitry exist to service PCAir unit (ADD ALTERNATE)	Yes	No	N/A
TERMINAL B				
GATE B1	Terminal B Gate 1	Yes	No	City

* SWA = Southwest Airlines

- The Contractor will be required to coordinate all aspects of the PCA replacement, to include but not limited to delivery and installation, with the Airlines, each designated PBB Contractor, as well as with designated City representatives with the Aviation Department's Properties Division and Planning and Development Division. Further, the Contractor will be required to provide updates on the project at the Aviation Department's monthly Airline Manager's Meeting.
- PCA Removal/Disposition:** As part of the turnkey project, the Contractor will include in the price schedule the cost to remove and dispose of nine (9) PCA units at Gates A4, A6, A7, A10, A11, A12, A13, A15 and A16. However, the Airlines will have the option to make their own arrangements for bridge removal. Such removal will require City's contractor to work closely with the Airline's Contractor which may dictate the terminal gates availability. The Airport does not have facilities to retain bridges being disposed of; therefore, the Contractor will insure the Airlines have arranged for bridge's disposition on the date the bridge is to be removed, or the Contractor is to be prepared to remove the bridge.
- PCA Removal:** Three (3) existing PCA units at Gates A4, A6, and A7 are fixed based units. The Contractor shall be responsible for facilitating the removal of the units, if so identified by the Airline. The removal of these units could alter the airfield concrete. As such, the Contractor is responsible for repairing each apron to its original state, even if originally removed by the Airline's Contractor.
- Electrical Power Restoration:** In conjunction with this PCA replacement, is a turnkey restoration component to replace or correct the electrical power at eight (8) gates located in Terminal A in order to properly facilitate the operation of the PCA unit.

Gates A10, A11 and A15 are to be provided the PCA power while Gates A1, A4, A6, A7 and A9 require their existing power to be upgraded in order to support 30 ton dual compressor 20 horsepower units. Electrical record drawings which show the existing terminal power supplies and the locations of the various gates in relationship to the terminal building are available for bidders to review. Bidders may request a copy of said drawings by emailing James Wingate at James.Wingate@sanantonio.gov.

Electrical power is to be delivered from the terminal disconnect feeder box to the bridge's rotunda enabling electrical power access for the PCA unit. If the add alternate for PCA for Gate A17 is exercised, the 400Hz ground power will be required.

The PCA mounting provisions and the PCAir cabling are not available at the bridges serving Gates A1 and A2. The Contractor will install the required cabling and mounting provisions. The bridges at these gates are ThyssenKrupp Airport Systems model 39/23.5-2. Placement of the mounting and cabling provisions will be confirmed before installation by the Contractor from ThyssenKrupp Airport Systems.

6. **Retrofit:** The Contractor will also be responsible for retrofitting the bridges at Gates A1, A2, A8 and A9 with a turnkey preconditioning operation. For each retrofit, the Contractor shall include the following bridge conditioning equipment, controls and provisions for the addition of bridge preconditioning equipment. The Contractor shall complete the PCA's integration for bridge conditioning equipment once the units are installed at the bridges at Gates A1 and A2, and after the units have been replaced at Gates A8 and A9. The following components are selected, but not all inclusive, to provide and retrofit preconditioning the existing PBB:
 - a. **Bridge Air Outlet:** The PBB shall provide two air cutouts in the exterior sidewall of the bridge's tunnel for connecting the bridge to the PCA unit's air hose. The cutout will be located on the bridge's right side between the lift column and stairway landing and is to be covered by the plenum. The cutout interior shall be covered and finished-out with a metal grill cover in a color to match bridge's interior.
 - b. **Bridge Air Plenum:** The plenum will be insulated and affixed onto the bridge's outer tunnel so as to receive inlet air from the PCA unit this is mounted on the underside of the bridge. The plenum color will match the bridge's exterior. The plenum's lower casing is sized so the flex hose attached to the PCA unit's damper fits onto the bottom inlet of the plenum.
 - c. **Exhaust Fan:** The PBB will have an exhaust fan to provide for a minimum 1700 CFM ventilation rate. The fan shall be located near the rotunda to exhaust air from the top of the tunnel section and designed so the exhaust fan is controlled either at the rotunda or the bridge's control console. The fan is to be supplied and installed with all required connections, input power and control interface provisions, cable and conduit on the rotunda column. The fan shall operate from 480V, 3 Phase, 3 wire power from the bridge electrical feeder. The fan, starter, and starter enclosure shall be NEMA 4 rated. The Contractor will insure the starter controls are arranged such that a remote normal open (N.O.) contact shall operate the fan. An isolated fan status contact shall be provided for monitoring the fan.
 - d. **Air Duct Hose:** The flexible and insulated air duct hose will extend from the PCA unit to the bridge's plenum. The hose shall be ribbed and hose connections will be zippered connected with velcro over the zipper to seal. The hose will be factory insulated with a minimum thermal conductance rating. Where the flexible duct joins the fixed ductwork, the Contractor will be responsible for installing the flex duct with sealer and worm screw drive adjustable bands. The flexible air duct shall be routed and supported under the bridge in such a manner as to prevent excessive drooping or sagging and to prevent interference with bridge operating mechanisms.
 - e. **Control Console Air Controls:** The Contractor shall provide a "Bridge Air ON" lighted push-button and a non-lighted "Bridge Air OFF" push-button. The push buttons shall be located on the bridge control console and wired to terminal blocks within the console. Each push-button shall provide a set of N.O. and (normal closed) N.C. contacts, and be terminated at the terminal block within the console. The ON light shall be suitable for operation at 28V AC/DC.
 - f. **Air Damper:** Bridge air damper or splitter shall be provided to divert PCA outlet air from the aircraft's air delivery hose to the bridge's air ducting. The PCA unit controller shall control the air damper. The control damper actuator shall be the electronic direct control type requiring no crane arm and linkage.
 - g. **Bridge Operation Interlock:** The Contractor will supply a set of isolated normally open or normally closed (determined by PBB manufacturer) contacts located in the PCA control cab. Said contacts are to be wired to the PBB controls in order to interlock the bridge preventing any horizontal bridge operation while the PCA is in operation. The PCA must be off in order for the bridge to resume normal operation.

h. **Bridge Preconditioning Control Wiring:** The Contractor shall insure wiring from the control console terminal block to the exhaust fan starter on the rotunda column consist of two, # 18 AWG (American Wire Gauges) minimum wire pairs for exhaust fan control. The wires shall be routed in such a manner to provide for NEC Class II wiring and terminated within the bridge control console.

i. **Exhaust Fan:** The Contractor will provide the following submittals for the bridge exhaust fan within thirty (30) days of contract award:

Complete electrical power and control diagrams of the exhaust fan system.

Control termination diagrams for interface with PCA.

Exhaust fan OEM catalog cuts.

Exhaust fan mounting details indicating, as a minimum, weather sealing provisions, mounting location, mounting details, techniques employed to minimize bridge retraction and any flexible exhaust air hoses used.

7. The Contractor will provide written confirmation stating that the preconditioning interlock provisions prevent the bridge from moving horizontally when the bridge per-cool or pre-heat is operating.

8. **Add Alternate:** In addition to the fourteen (14) PCA units, the City is considering purchasing one (1) rated 30 ton mobile air conditioning unit and one (1) rated 90Kva 400 Hz mobile ground power unit. Units are needed to augment existing 400 Hz central ground power system and bridge mounted PCA units.

GENERAL REQUIREMENTS:

The Contractor shall be responsible for the following:

1. Must prove to the City Purchasing Administrator that the Contractor is duly qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed.
2. When the Contractor cannot abide by terms and conditions in fulfilling the contract, the Contractor must supply service or supplies from other sources at the contract price. If the Contractor delays in the fore mentioned, the City reserves the right to purchase on the open market and charge Contractor the difference between contract price and the purchase price.
3. Shall have all required insurance such as workers compensation, property and auto liability with limits as shown herein and hold all proper and current licenses and bonds.
4. Obtaining all required permits and inspections as required by Federal, State as well as the City's Department of Planning and Development. Prior to issuing a Notice to Proceed, the Contractor will be required to provide the Aviation Department, Planning and Development Division with a copy of all applicable approved permits.
5. Provide all materials, equipment, labor, testing, hardware, transportation, tools and appurtenances necessary for complete and fully functional, fully installed, self-contained PCA units. The Contractor shall completion the work in the best and most workmanlike manner to complete installation and everything incidental thereto, as stated in the specifications or reasonably implied on and in accordance with the contract documents.
6. Provide full time supervision and properly skilled craftsmen to perform the work required under this contract.
7. Confine operations and workforce to the space allowed by law and as allotted by the City. The Contractor, at his expense, shall protect and be responsible for any damage to adjacent property, etc.
8. **Trash/Debris Removal:** At the Contractor's expense, remove all trash and debris generated by work associated under this contract. The construction area shall be kept clean and maintained on a daily basis. No debris shall be dumped and left about the surrounding areas. Upon completion, Contractor shall ensure area is clean and free of any and all trash, scraps, cartons, etc.
9. **Equipment:** Contractor's equipment must meet all current applicable City, State, and Federal safety regulations including FAA and OSHA requirements. Equipment must have all pertinent guards, lockouts, shutdowns, safety

decals, etc. for safe operations. Rotating parts must be guarded against accidental contact. If special safety instructions are required for operator's safety, the instructions must be provided with each unit at time of delivery. All parts of the Contractor's equipment which form part of the equipment must conform in design, strength, and quality of material and workmanship to the highest standards of engineering practice.

10. **Airport Safety Training/Badging:** Contractor's employees shall acquire and display security identification badges while on Airport property. Before beginning work, all Contractors' personnel working on Airport grounds shall attend Security Identification Display Area (SIDA) awareness training for badging and an Airport Operations Area (AOA) Driving Safety courses for a nominal fees. Refer to Attachment 3 - SAT Badging & Airfield License Procedures for specific requirements.
11. **Product Specification Sheets:** Include with bid submission, copy of manufacturer's product specifications for each model offered. Failure to do so may be cause for rejection of bid.
12. **Shipping/Delivery:** All prices will be quoted F.O.B., designated City facility, freight prepaid.

The first three (3) units must be delivered to Terminal A beginning on or before November 2011. With final delivery anticipated during September 2012. Contractor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility. The remaining eleven (11) PCA units are to be delivered beginning January 2012 with the final delivery in September 2012.
13. **Project Completion:** In an effort to avoid disrupting airport and airline operations, the Contractor shall complete installation and successful testing by September 2012.
14. **References:** Contractor shall provide a minimum of four (4) customer references. References shall include firm/contact names, email address, phone numbers of customers that had previously purchased, installed, and placed into use manufacturer's product for a period of not less than five (5) years. Reference information will be utilized for verifying satisfaction with warranty services.
15. **Award:** Award shall be made to one (1) firm only.

STANDARD REQUIREMENTS

1. City Responsibilities:

- a. The City shall provide access to the work site contingent on the Contractor satisfying San Antonio International Airfield Operations Area (AOA) entrance requirements.
- b. The City assumes no responsibility for the Contractor's property.
- c. The City shall attempt to provide the Contractor with a temporary staging area, if necessary, to accomplish the work.
- d. The City or designated representative, reserves the right to inspect the Contractor's materials utilized to accomplish the work outlined in this solicitation as well as inspect the Contractor's workmanship. Additionally, the City or designated representative reserves the right to reject the Contractor's materials and workmanship.

2. Contractor Responsibilities:

- a. Upon contract award, Contractor shall be provided with the City's Project Manager's contact information. The Contractor shall be responsible for coordinating all aspects related to the specifications outlined in this solicitation. Coordinating activities include but are not limited to ensuring that gate and security access requirements are processed, schedule deliveries of materials and equipment as well as all related work schedules.
- b. Contractor's personnel shall conform to all San Antonio International Airport's security and safety rule and regulations at all times while on Airport premises.
- c. Contractor is solely responsible for providing and maintaining their own vehicles, equipment, tools, supplies, materials, and other property. The Contractor shall remove such items from the work site(s) at the end of each work shift, as practical, and store within the Contractor's possession unless otherwise permitted by the Airport's Project Manager.

- d. If conditions dictate, the Contractor may be permitted to drive a vehicle on the AOA. If permitted to enter the AOA, the Contractor's vehicle must be clearly marked with the company name on each side. AOA access will normally be with approved escort. Vehicle entry into the work site is at the discretion of the City or designated representative. Current vehicle insurance must be presented to the Aviation Department's Operations Division before airfield driving license can be issued. For detailed requirements, refer to Attachment 3 - SAT Badging & Airfield License Procedures for specific requirements.
 - e. **Suspension of Work:** When conditions warrant, the Contractor may be required to stop project work and clear the area of all personnel and equipment. The Contractor shall comply with such order with all possible speed. Should the Contractor be ordered to stop in accordance with this section, the project completion date shall be extended for a like amount of time as caused by City's interruption.
 - f. **Proof of equality** rests with the Contractor and adequate supporting information must accompany the Bid. The Bid price for each proposed substitution shall include all costs required to incorporate the substitution into the Project. Later requests for substitution even at additional cost will not be considered.
3. **Schedule of Values:** Within thirty (30) days of contract award, the Contractor will submit to the Airport's Project Manager a Schedule of Values detailing the equipment manufacturing sequencing and relative cost of each item. The City will address and resolve any issues regarding the Schedule of Values, and submit agreement to the Contractor.
 5. **Installation and Testing Schedule:** The installation and testing of equipment included in this solicitation shall be coordinated with the installation schedule of passenger boarding bridge installation schedule resulting from an upcoming solicitation. The final PCA unit, to include all its appurtenances will be installed, tested and commissioned within fifteen (15) days of the of the final boarding bridge installation.
 6. **Inspection (On Site):**
 - a. **Preliminary Inspection:** The Contractor will contact the City's Code Compliance Department to schedule the final inspection by one of the City's Electrical Inspectors. The City or designated representative will verify compliance with Contract Documents shall be accomplished by inspection, review of data, demonstration, testing, or combination of these. All deficiencies will be recorded on a punch list for future resolve.
 - b. **Final Inspection:** After successful completion of all outstanding Electrical Inspector deficiencies as well as completion of punch list items, as determined from the Preliminary Inspection, the City or designated representative will perform the final inspection.
 7. **Acceptance:**
 - a. Final acceptance will be at the jobsite after all contractual requirements, including performance and field testing, have been successfully completed. When the PCA is not be replaced and is being retrofitted, this final acceptance will be integrated into the gates being retrofitted with preconditioning. Once the retrofit is complete, the PCA unit is field tested, and final acceptance can occur.
 - b. A certified letter is required from the Contractor stating to the City that the PCA unit and any associated systems were installed as required by the PCA manufacturer's specification. Finally, the Contractor has paid all suppliers and subcontractors and that Contractor has completed the release of lien form for all materials and labor associated with this project.
 8. **Warranty:**
 - a. **General Warranty:** The warranty specified in this Article shall not deprive the City of other rights the City may have under other provisions of the Contract Documents and shall be in addition to, not a limitation of, and shall run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.
 - b. **Special Warranty:** Submit with bid response, a written warranty executed by a duly authorized official of the PCA equipment manufacturer agreeing to repair, restore, or replace defective PCA parts or workmanship including but without limitation PCA units, fan motors, compressors, circuitry and controls within the specified warranty period. Special Warranty shall include all parts, labor, and travel time and expenses necessary for remedial repairs or replacement of defective units or defective system components. Defects include, but are not limited to: Breakage; Faulty Operation; and Non-compliance with stated Specifications.

- c. Contractor must, without additional charge, remedy any breach of the warranty. Contractor must further, also without additional charge, repair damage to City's real or personal property, when that damage is the result of: Contractor's failure to conform to requirements; or Any defect of equipment, material, or workmanship furnished by Contractor.
- d. The warranty period shall begin after all contractual obligations are completed including delivery of all "as-built" drawings, maintenance operations and spare parts manuals; and all punch list items have been completed.
- e. If Contractor fails to remedy a breach of warranty within a reasonable time after receipt of notice, City has the right to replace, repair, or otherwise remedy the breach at Contractor's expense.
- f. Warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for Product, Contractor must: (1) Obtain all warranties; (2) Require all warranties to be executed, in writing, for the benefit of City; and (3) Enforce all warranties for the benefit of City. City may, but need not as a condition of enforcing Contractor's warranty, seek to enforce directly for its own benefit any of the above warranties.
- g. The Product's warranty specified in this Invitation for Bid shall not deprive the City of other rights the City may have under other provisions of the contract documents and shall be in addition to, and not a limitation of such rights.
- h. For work performed pursuant to this warranty, Contractor shall furnish trained service technicians, tools and equipment to check, adjust, or lubricate materials and parts which become defective or deteriorated for any reason except through abuse or misuse by the City or occupants during warranty period. Contractor shall return to site, within eight (8) hours from the time the City reports the defective operation, and proceed with repair and maintenance work to restore operation promptly.
- i. Contractor also warrants that all system components are non-proprietary and shall be available for a minimum of ten (10) years from the date of final acceptance.

9. Operation and Maintenance Training/Documentation:

- a. **Training:** Contractor shall instruct airline personnel and others, as deemed appropriate by the City, in proper PCA operation to include preconditioning and maintenance training. The training shall be completed within thirty (30) days of final acceptance. At the City's discretion, the training completion time could be extended up to sixty (60) days.
- b. **Operator Training:** At no additional cost to the City, Contractor shall provide a minimum of eight (8) hours operator training. As deemed appropriate by the City, instruct City and airline personnel as well as any others in the proper use, operation of the PCA and associated systems. Training shall also include a review of emergency provisions, including access and procedures to be followed in checking for source of an operational failure or malfunction.
- c. **Maintenance Training:** Contractor will conduct a minimum of four (4) hours of maintenance training.
- d. **Placards:** Contractor shall provide a placard outlining the PCA operating instruction and display in a prominent location so as to be easily visible to the operator. A second placard shall also be provided which indicates the name of the PCA Contractor, model number, serial number and year of manufacture. Similar placards for associated systems, as applicable shall also be provided.
- e. **Operation and Maintenance (O&M) Documentation:** Within thirty (30) days of project final acceptance, Contractor shall supply two (2) sets plus a non-protected CD of Operations and Maintenance Manuals. The manuals shall contain, as a minimum, the following:

A section describing the overall operating theory of the system and the individual equipment.

Equipment operating and maintenance information, control diagrams, wiring and piping/conduit schematics, physical description, and major parts list.

Troubleshooting information, spare parts lists and warranty explanation.

All schematics and diagram reference (number, name, etc.) of wires, relays, and switches.

- 10. **Spare Parts and Bill of Materials:** Contractor shall provide one (1) hard copy and one (1) non-protected CD containing a recommended spare part list plus a parts manual including sources and current unit prices.

11. **Product Data:** Contractor will provide the manufacturer's technical product data including capacity, electrical ratings, dimensional characteristics, performance characteristics, operations, controls, safety features, accessories, sensors, contactors, hardware, mounting brackets, materials, data sheets, a similar information. Included dates substantiating that material comply with specified requirements.
12. **Invoicing:** The City will address and resolve any issues regarding the schedule of values, and submit agreement to the Contractor. Based on the schedule of values, invoices will be submitted at thirty (30) day intervals commencing on material delivery date. Thereafter, every thirty (30) day an invoice will be submitted to demonstrate work performed, materials used and materials stored. The City will make payment for each properly prepared invoice within thirty (30) days of invoice receipt.

An original invoice shall be mailed to General Accounting, P.O. Box 839976, San Antonio, Texas 78283 and a copy of the invoice shall be mailed to the Aviation Department, Planning & Development Division, ATTN: Jim Wingate, 547 Sandau, San Antonio, Texas 78216.
13. **Technical Drawings:** Contractor shall submit to the City, a complete set of drawings for each PCA unit detailing its intergradations with Passenger Boarding Bridge components specific to the preconditioning system. All drawings, sketches, details and material shall be submitted in inch-pound units including dimensions, volumes, weights and forces.

PRODUCT SPECIFICATIONS

The design, fabrication and construction including all manufactured components, fittings, and hardware shall conform to U.S. Codes and Regulations. All standards and codes referred to throughout this specification shall be of the latest revision in effect.

PRODUCT DESCRIPTION

- a. Bridge mounted PCA system shall be designed to operate from a power source of 480 volt, 3-phase, and 60 Hz power supplied to apron driven PBB.
- b. Bridge mounted PCA unit will be integrated so as to use existing wiring and cabling provided by the PBB manufacturer. Supplementing existing bridge provisions is prohibited.
- c. Bridge mounted PCA unit will be designed to provide cooling and heating to the aircraft and to pre-cooling and pre-heating to the PBB.
- d. The PCA mounted unit will have storage capability under the PBB to house all extra cabling. No cabling is permitted to hang below or be strung in or around the PBB.

PRODUCT PERFORMANCE REQUIREMENTS

- a. Cooling:

The PCA unit shall be designed to automatically maintain a 75° F +/- aircraft cabin temperature in all aircraft, based on the following design conditions:

Outside ambient summer design temperatures: 78° F MWB (Mean Coincident Wet Bulb) and 96° F DB (ASHRAE Design Dry Bulb).

Passenger load: B757-300 with 255-275 BTU/Hr. for 243 passengers including crew, and 155 BTU/Hr latent loading shall be used for the sensible and latent portions respectively for the passenger load calculations.

Full Solar Load (100% bright sunshine).

Aircraft Electrical Load 75,000 BTU/Hour with two doors open L1 and L2.

The data in the paragraph above shall be the critical design factors that establish the PCA unit's size and performance requirements to establish the conditions at the hose connection to the aircraft. All heat gains to the conditioned air from the PCA unit (including the hose heat gains) shall be in addition to the calculated net loads resulting from the above design conditions and the air flow conditions as indicated below.

The PCA system shall be a minimum 30 nominal ton unit and shall provide the following air flow conditions as measured at the end of all air delivery tube hose connections to the aircraft:

Maximum Air Outlet Conditions: Maximum outlet air temperature of 35° F at an air flow rate of not less than 143 pounds per minute.

The installation shall include a minimum of 14" diameter x 140' long insulated air hose, with an 8" diameter aircraft connector, and imposed static pressure at the end of the hose of 18" of water.

Blower Motor Horsepower: Shall not be less than 20HP.

b. Heating:

The PCA unit shall be designed to automatically maintain a 70° F +/-2 cabin temperature when heating a Regional Jet RJ-145 to Boeing 757-300 aircraft.

Ambient Dry Bulb Temperature: Winter ASHRAE minimum of 16.5 degree F.

Ambient Wet Bulb Temperature: as previously provided above.

Passenger Load: 250 passenger or greater and crew.

Solar Load: No consideration for (0%) sunshine.

Aircraft Electrical Load: No load consideration for (0%) aircraft load.

Aircraft Doors: Two doors open L1 and L2.

Air Flow Rate: 50% of the cooling air flow rate.

Discharge Temperature: The discharge temperature will be measured when the PCA unit is connected to the aircraft. When supplying the required heat load, at no time should the heat load exceed 140° F as measure as the end of the air delivery tubes, hoses, or connectors. All temperatures, air flow rates, and static pressure denoted in this specification, must be simultaneous achievable.

The data contained above shall be the critical design factors that establish the PCA unit's size and performance for the air delivery quantities to be provided at the hose connection to the aircraft.

UNIT DESIGN REQUIREMENTS

a. Compressors:

Two (2) compressors for the PCA unit shall be serviceable, semi-hermetic or hermetic sealed scroll compressors with integral vibration isolators or shock loops.

As a minimum, safety controls shall include a low refrigerant pressure cutout with an automatic reset, a high refrigerating pressure cutout with manual reset, a compressor motor overload with manual reset, an adjustable low-ambient lockout, anti-recycling timing device and a low oil pressure cutout with manual reset.

Compressor shall be equivalent to Trane Scroll S compressor units.

b. Heat Strips:

Heat strips shall be installed during the manufacturing process and interlocked with minimum Air flow switch to prevent energizing the heat strips in the absence of adequate airflow across the heat strip elements.

The heat strips shall be arranged in stages with each stage sized as follows: Max. 24 kW / Min. 12 kW.

The heat strips shall be locked out of operation if ambient temperature is greater than 65° F (adjustable).

The heat strips shall be deactivated if the plenum temperature exceeds the maximum temperature set point, 150° F. (Manually adjustable based on manufactures recommendation). Upon plenum temperature dropping below 140° F the heat strips shall automatically re-activate. Thermal sensors shall incorporate a dead band to prevent unnecessary cycling to heat strips.

c. Air Flow Ducting:

All unit internal and external ducting, plenum transitions, and other air flow components of the PCA unit are be made from either aluminum or stainless steel and shall be polyurethane foam insulated, three (3) inch minimum, to avoid condensation on the unit due to the cold supply air temperature.

A rigid duct shall be provided immediately downstream of the unit to support the transition hose. A 45° elbow shall be provided at the end of the duct and oriented towards the hose basket. At the drive column scissors, a gap shall be provided in the rigid ducting to facilitate clearance for the scissor movement. The termination end of the duct shall be provided with a heavy gauge hose connection collar. The duct shall be supported at no more than 4 foot, 0 inches on center with 14 gauge stainless support brace/straps secured to the PBB structural assembly.

The PCA outlet duct shall be designed to mate with the metal clamp to prevent the hose from disengaging from the duct under the weight of the hose or during operation.

d. Washable Air Filters:

Air filters shall be factory fabricated by a company regularly engaged and specialized in filtering manufacturing. Filters shall be cleansed, encased in a metal holding frame, and rated for the application for which they are being used.

As a minimum, filter media shall be at least 1 inch thick and constructed of galvanized woven and crimped steel screening with a Minimum Efficiency Reporting Value (MERV) rating of 8 based on ASHRAE 52.2. The metal frame shall be at least 20 gauge galvanized steel. Face velocity shall be no greater than 500 feet per minute, with an initial resistance not greater than 0.10 inch water gauge, and a final resistance of 1.0 inch water gauge.

Each PCA unit shall be equipped with a "dirty filter" alarm, to alert for required filter cleaning.

The filters are to be washable and encased in metal frame.

e. Coils:

Coils shall be comprised of aluminum plate fin and seamless copper tube. Fins shall have collars drawn, belled and firmly bonded to the tubes by means of mechanical expansion of the tubes. No soldering or tinning shall be used in the bonding process. Coils shall have a galvanized steel casing. Coils shall be easily removable from the unit for maintenance. Coils shall be constructed and certified in accordance with ASHRAE 15 and ARI (Aldrose Reeducates Inhibitor) 10.

Coils shall be proof tested to 450 PSIG (pound-force per square inch gauge) and leak tested to 250 PSIG with air pressure under water, cleaned, dehydrated, and sealed with a holding charge of nitrogen until serviced with refrigerant. Contractor shall submit documentation confirming compliance with this requirement.

Each compressor/coil section shall have an expansion valve, solenoid valve and distributor.

f. Controls:

Computerized controls shall be utilized. For standardization purposes, the controllers shall be "Automated Logic" or approved substitution. Controls are to be non-proprietary.

The controller shall monitor and report unit safety faults.

The controller shall monitor and report functions and stages of the unit.

g. Remote Control Station:

The remote control station shall operate on 24 volts and shall be direct digital control (DDC).

The PCA unit shall utilize a push-button control station mounted on the bridge lift column (aircraft side of bridge), accessible from ground level by ramp personnel at all times.

The control station shall include, at minimum, a "STOP" push-button, a "FAULT" light, and a "START" push-button that illuminates when the unit is operating. Provide in combination with 400 Hz and cable hoist control station.

Selection of the mode of operation, i.e. COOL, VENT, or HEAT, shall be manual. A selection switch shall be furnished in the drive column control station.

A by-pass switch for the aircraft sensor probe shall be illuminated to indicate when the switch is in the by-pass mode.

h. Cabin Temperature Sensor:

The PCA shall have a cabin temperature probe, which originates from right side of the bridge cab looking out towards the ramp. The probe shall utilize an R/2 thermistor curve, which provides a 77° F reading at a value of 10K ohms. The thermistor shall be encased in a protective housing that plugs into a 1/4" phone jack receptacle.

A receptacle shall employ the existing connectivity provided by the bridge manufacturer and be mounted in the bridge, which permits storage of the probe during nonuse.

The PCA shall be equipped with controls to automatically maintain cabin temperature by varying the PCA's discharge air temperature.

Cabin temperature shall be sensed by a small temperature probe connected to the PCA unit by way of a small cable and jack in the bridge cab. The probe will be placed on board the aircraft in a designated location by the gate agent after the arrival of the flight and removed prior to departure.

Length of sensor cable shall be a minimum of twenty (20) feet.

i. Airflow Control:

Airflow control shall be via a variable position inlet motorized plate damper or by modulation of output airflow. Use of an Iris type damper is unacceptable. The damper shall automatically open to the full airflow position during aircraft cooling.

During aircraft heating, the damper shall automatically close to the fifty percent (50%) mass air flow position. During periods in which the PCA unit is not running the damper should be in the minimum air flow position. During starting of the PCA unit, the airflow control damper shall open gradually to avoid subjecting the system and the aircraft to the full import of supply air at initial start-up.

j. Electrical Wiring:

Wiring shall conform to the latest edition for materials, processes, and standards established by the National Electrical Code (NEC), OSHA, and the National Electrical Manufacturers Association (NEMA). Each PCA unit shall be UL listed

4. PRODUCT PERFORMANCE REQUIREMENTS

a. Condensation Drains:

Condensation shall be disposed of based on the existing airfield conditions or as required by local regulations. Dumping condensation onto the ramp is unacceptable.

The condensation system shall have an automatic ambient temperature sensor to drain condensation from the system before the ambient temperature reaches 32° F.

The PCA units shall incorporate an integral condensation collection and pumping system condensation. The condensate-collecting pan shall be integrated within the framework of the unit. "Catch Pans" are unacceptable.

b. Condensation Collection and Pumping System:

Condensation pumps shall be:

Self-priming, and adequately sized with regards to flow rate and discharge pressure to carry the condensation generated by the PCA unit assembly to be designated condensate drain discharge point. The pump shall not run continuously and be programmed to operate only when required.

Installed during the manufacturing process and will be installed in a manner to allow easy access to clean the inlet screen.

Fully integrated into the PCA unit so the respective sump pump is readily accessible for service. The condensate pump shall be monitored by each PCA's PLC (programmable logic controller) and provide status and alarm conditions.

Installed to include all piping and associated appurtenances with a complete operations condensate disposal system.

c. Hose Basket:

The PCA unit shall be equipped with an independent hose storage basket that is mounted directly to the aircraft side of the PBB lifting column cross beam.

Hose Brackets shall be:

Located so the basket and the air hoses, whether in use or being stored, do not impede the full operating range of the apron drive PBB.

Fabricated from a minimum of 1-1/2" steel tubing.

Equipped with four swivel casters permitting horizontal and vertical movement with the bridge.

Adequately sized to accommodate all hoses and connectors when not in use.

Designed in such a manner that the bottom of the hose storage area is an "open" design allowing rain, trash etc., to pass through.

Designed in such a manner that ramp personnel shall not have to lift the air hose more than 1-1/2' above the ground.

d. Hoses:

The PCA unit shall be equipped with one 14" diameter x 140' long flexible, insulated air hose with 8" diameter aircraft connection conforming to MS-33562 (Military Standard). This requirement shall be satisfied by the use of Flexfab P/N's (Part Number) or approved equal.

Hoses shall be connected together with zippers, and the joint shall be covered with hook and loop fasteners or with Velcro.

The air hose assembly shall to be connected to the discharge opening of the PCA unit and the aircraft connector with two (2) flat worm type metal clamps.

Extension hose shall be provided to extend the air hose length sufficiently to reach RJ-145 to B757-300.

Transition hose (hose section between the unit and hose basket) shall be an insulated flexible hose with an internal wire support to prevent the hose from collapsing when there is no pressure. The transition section shall be sized to allow for the outlet end of the transition hose to be at the top of the hose basket when the PBB is in the full up and highest position. The transition hose assembly is to be connected to the discharge opening of the PCA unit and the aircraft connector with two (2) flatworm type metal clamps.

e. Size and Weight Packaging:

The PCA unit shall be packaged to the minimum size possible, consistent with the performance and maintenance requirements of this specification.

Equipment weight shall be minimized by using lightweight materials where practical. Contactor shall obtain from the PBB Manufacturer, and shall forward to the City, written certification that the PCA unit will not hinder, restrict, or be detrimental in any way to the, maintenance access, performance and reliability of the PBB.

The unit shall have structural supports for fork lifting and attachments for an overhead-lifting device.

f. Access Panels/Doors:

Removal panels shall be secured using ¼-20 (minimum) machine screws. The use of TEK screws is unacceptable.

Full-length stainless steel piano hinges shall be provided on all access doors.

Quick release door latches shall be provided on all access doors.

g. Dirty Filter Alarm

The PCA shall be equipped with a dirty filter alarm that will shut the PCA unit off should the filter sense pressure (weight from blockage).

The dirty filter alarm system shall come equipped with an auxiliary pair of Form C contactors, one (1) Normally Open and one (1) Normally Closed to allow the connection to alert to a possible pressure increase causing the unit to shut down.

h. Electromagnetic non-Interference

Each PCA unit shall be designed so as not affect aircraft radio/navigation equipment. Electromagnetic interference shall not occur throughout the entire aircraft radio frequency range.

Provisions shall be designed into the unit to protect it from voltage fluctuations, which may result from the operation of aircraft radio frequency equipment. The provisions are to be non-proprietary

i. Safety

Where required, heat shields or guards shall be installed to protect personnel operating the equipment or performing routine periodic maintenance on it, against accidental contact with exposed parts, which are subject to high operating temperatures.

Suitable guards shall be provided for all sprockets, gears, chains, fan belts, and other moving parts located where operating or maintenance personnel may make accidental contact with them.

Exposure of operating and maintenance personnel to electric shock hazards shall be minimized by provision of suitable interlocks, grounding means or protective devices.

Guards or enclosures shall be provided for all exposed portions of electrical equipment.

Condensing fan air blast shall be deflected to avoid hazardous conditions to ground personnel. The deflectors shall be adjustable for altering air direction.

Sharp edge projections and hinged devices with hazardous characteristics shall be avoided in the design and construction of the equipment.

The PCA shall have automatic safety shutdown features for motor overload and high air temperature.

The PCA unit will have safety reflective 2" in width black and yellow nylon tape located such that the tape marks the entire lowest dimensional extremities of the unit.

The PCA unit will have at each lower corner rubberized safety guards, referred to a "head guards".

j. Noise and Vibration

Equipment installed by the Contractor shall not produce or induce objectionable vibrations into the PBB structure. Vibration levels induced by the unit and its components shall not be injurious to the unit or the bridge structure or be harmful to passengers and employees. The Contractor shall provide necessary vibration insulation devices required to meet this requirement.

The blower motor's maximum allowable vibration velocity shall not exceed 1 inch/second or 0.5 MIL displacements. Documents certifying this compliance shall be issued to the City.

The maximum sound level for equipment at maximum cooling/heating shall not exceed 85 dbA at a distance of 15 feet from the unit (external) and 65 dbA inside the bridge (internal).

k. Corrosion Protection:

The PCA unit shall be resistant to or protected from, corrosion caused by rain, deicing fluid, and contaminated moisture blown or splashed from the ground. Fasteners shall be of corrosion resistant material or plated to prevent corrosion.

Equipment and controls exposed to the weather shall be weatherproof or housed in weatherproof boxes. Electrical equipment panels or cab contactors mounted externally shall be equipped with heaters to control condensation.

All metal parts except stainless steel or bright plated metal shall be primed before assembly.

The system's components shall be painted by the Contractor with either a polyurethane paint or powder coat, applied per the paint manufacturer's recommendations. PCA color shall match finish color of PBB.

- i. Mechanical Requirements: Belt drives, chain drives, and direct coupling drives shall have suitable provisions for adjusting drive tension and alignment. A positive lock shall be provided for the adjustment.

5. PRODUCT ELECTRICAL REQUIREMENTS

- a. All PCA components are UL (Underwriters Laboratory) listed or recognized, weather resistant, or National Electrical Manufacturers Association (NEMA) rated. Work shall conform to the most recent edition for materials, processes, and standards established by the National Electrical Code (NEC), and OSHA.
- b. All components are to be grounded.
- c. Programmed Logic Code shall not be propriety.
- d. Exterior wiring will be enclosed in weatherproof flexible conduit.
- e. All wiring shall be permanently identified with an indelible process such as wire stamping. Using stamp wire, "Z" series (MIL-E-5400 & MIL-E-4158) slip-on cable wire number markers or an Owner approved substitution. Wrap around adhesive markers will not be acceptable. Wire designations shall be selected in a logical sequence and to match unit's schematic diagrams. Contractor shall provide samples for approval before manufacturing the unit. Wire markers shall be installed within sight of all terminations and shall be readily visible.
- f. All wiring shall be brought to terminal blocks or suitable connectors. The wiring shall be formed and restrained to give a neat appearance. Common wiring splices shall not be used. Connections shall be made using terminal strips and staked lugs or by patent connectors.
- g. Grommets breakers and suitable anti-chafe material shall be used where wires are required to pass through a firewall or other similar relief or opening which exposes the wire to possible chafing.
- h. Circuit breakers, where used, shall be rated at 125 percent (125%) of the normal loads being handled by circuit breakers. This shall include one main circuit breaker that will also serve as Master shut-off switch. Fuses and circuit breakers shall be grouped in convenient locations and suitably marked for size and function. Logical grouping of circuits is required. Breakers shall incorporate a lockout mechanism. Mechanism shall allow lockout in the "OFF" position only.

Each conductor shall be sized to have current carrying capacity as allowed by the National Electrical Code (NEC) equal to or greater than the capacity of the fuse or circuit breaker provided in its circuit.

Electrical interlocks shall be fail-safe design.

The PCA shall be designed to operate from a power source of 480 volts, 3 phase, and 60 Hz cycle power.

Suitable protective devices shall be incorporated to prevent electrical or mechanical damage to associated unit components in the event of failure of one of the unit components.

Each PCA unit shall be provided with a UL NEC approved external electrical disconnecting means. This device shall be lockable in the "OFF" position to facilitate maintenance. The disconnect shall be U.L. listed for the application, duty and location.

All electrical components shall be identified by engraved plastic placards affixed to the Components' mounting plates

All wires within the PBB shall be run in conduit and terminated with appropriate fittings; j-boxes, motor inlet boxes, etc.

6. QUALITY ASSURANCE

- a. Single-Source Responsibility: Obtain PCA system, controls, mounting devices, remote controller stations, and accessories from one source of a single manufacturer. PCA shall be a product of a manufacturer regularly engaged in the design and fabrication of point-of-use over the past five (5) years.
- b. Installer Qualifications: Engage the PCA manufacturer or an experienced Installer to perform work of this Specification Section who is acceptable to, or certified by the PCA system manufacturer, who has completed PCA system installations similar in material, design, scope, and extent to that indicated for this Project and with a record of successful in-service performance.
- c. Manufacturer Qualifications: PCA system manufacturer shall provide evidence of a minimum of five (5) consecutive years of satisfactory experience in the design and fabrication of point-of-use PCA systems serving commercial aircraft loads.
- d. Electrical Work: Work shall conform to the latest edition for materials, processes, and standards established by the National Electrical Code (NEC), OSHA, and the National Electrical Manufacturers Association (NEMA). The PCA unit shall be UL listed.
- e. Mechanical Work: Work shall conform to the latest edition for materials, processes and standards established by the National Fire Code (NFPA), Air Moving and Conditioning Association (AMCA), American Society of Mechanical Engineers (ASME), and the Air Conditioning and Refrigeration Institute (ARI).

Design Life: The PCA unit shall be designed for a minimum useful life of ten (10) years.

7. COMPONENTS

a. Air Conditioning Components

Refrigerant Compressor: Semi-hermetic or hermetic sealed scroll compressors with integral vibration isolators or shock loops and an oil sight glass and oil charging valve as standard features.

Condenser Coil: A copper/aluminum fin heat exchanger. Copper tubes are rifled and aluminum fins are raised lanced to intensify heat transfer.

Filter-Drier: A replaceable sealed-type filter-drier, installed in the liquid line, to remove moisture and contamination from the refrigerant. The filter-drier shall contain a 100-mesh screen and a molded blend of desiccants for acid and water removal.

Sight Glass: A combination moisture and liquid indicator installed in the liquid line to monitor the flow and moisture content of the refrigerant. The sight glass color indicator is protected by a pad and screen and changes color on the basis of relative saturation of the refrigerant.

Expansion Valve: A thermostatic expansion valve to automatically meter the refrigerant flow to the evaporator coil by sensing evaporating pressure and temperature of the vapor leaving the evaporator coil.

Evaporator Coil: A copper tube / aluminum fin hit exchanger with rifed copper tubing and raised lanced aluminum fins to intensify the transfer process.

Discharge Bypass Valve: Located on a branch of the hot-gas line, the valve opens on a decrease in suction pressure and automatically maintains the desired minimum evaporating pressure regardless of the decrease in evaporator load. The valve is capable of reducing up to 60% of the nominal system capacity.

Pressure Switches: Located as appropriate according to sound engineering practices, the switches are fully encapsulated, non-adjustable, SPST (single pole standard throw), direct mount controls for user with non-corrosive refrigerants. These controls are fitted with a ¼ inch SAE (standard American English) female flare fitting with an internal depressor for the schraeder valves located in the piping to prevent refrigerant loss during replacement.

Air Filter: Used to filter intake ambient air, the air filter is the cleanable, viscous impingement type. (A filter made up of a relatively loosely arranged medium, such that the air stream is forced to change direction frequently as it passes through the filter medium; the medium usually consists of spun-glass fibers, metal screens, or layers of crimped expanded metal whose surfaces are coated with a tacky oil.)

b. Moving Components:

Supply Air Blower: 2-pole motor, direct driven, forward-curved-blade or radial-blade, heavy duty centrifugal type blower. Blower motors are drip proof, direct connected to the blower impeller, and of NEMA designs B, Class F Insulation, 1.15 Service Factor.

Cooling Air Fan: Axial type, 4-pole motor driven fan with adjustable spark and corrosion proof fan blades. Blade pitch angle is field adjustable. The motor is fan cooled, totally enclosed of NEMA Design B, Class F insulation, 1.5 Service Factor.

Damper and Damper Motor: Located on the supply air or discharge side of the system, the damper automatically restricts air flow with the initial activation of the preconditioned air unit to prevent hose snap. The damper gradually opens, reaching the open position of normal operation.

8. FINISHES AND MARKINGS

Finishes: All metal parts shall be powder coat finished to provide a minimum resistance to 500 hour salt Spray test and applied per the paint manufacturer's recommendations to warrant such corrosion resistance performance. All aluminum part shall be anodized.

Markings:

All instruments, relays, circuit boards, controls etc., and instructions shall be suitably identified with permanent non-fading metal and/or plastic placards or pictographs, either etched or silk-screened such that is impervious to the effects of weather, oil, cleaning solvents, aircraft hydraulic fluids, fuel and other effects of normal operation for the life of equipment without deterioration, fading or loosening.

An etched electrical schematic fabricated from either metal or plastic material shall be mounted inside the main power panel door (printed or silk-screened not acceptable). Wiring schematic shall be mounted to the inside of the panel door using an appropriate adhesive. Screws shall not be used.

A metal nameplate shall be riveted to the preconditioned air unit specifying Contractor's name and/or trademark, Contractor's part or model number, Contractor's serial number, date of manufacture, and equipment rating, performance rating, performance capabilities, and electrical requirements. Adhesive mounting is unacceptable.

9. EXECUTION

a. Installation:

Provide a complete operable installation and associated equipment as required.

Adjust installed components for smooth, efficient operation. Lubricate operating parts. Test all operation devices and controls.

Demonstrate operating capability of each PCA unit with City's representative present. Coordinate PCA testing with PBB performance testing. Test equipment and controls for ability to maintain specified operating temperatures under normal use conditions. Verify unit does not impair full operational motion of PBB. Repair or replace equipment that is defective in operation, including units that operate with excessive noise or vibration. Include PCA performance tests after the installation on the Passenger Boarding Bridge.

Touchup Painting: Immediately after erection, clean field welds (if any), bolted connections, and abraded areas of shop paint. Paint exposed areas with same coating materials as used for shop painting to comply with SSPC-PA 1 (steel structures painting council) requirements. For galvanized surfaces, clean welds, bolted connections and abraded areas and apply galvanizing repair paint to comply with ASTM A 780.

Mounting Accessories: PCA mountings are provided by the PBB manufacturers. Any added mounting fasteners and mounting accessories are to be provided for proper and complete installation. All such hardware shall be factory-finished painted. Conduit for the PCA cabling from the bridge column to the PCAir unit shall be provided by the PCA Contractor.

Workmanship: The PCA unit, including all parts and accessories shall be fabricated and finished in workmanlike manner. Particular attention shall be given to freedom from defects, burrs, sharp edges, quality of soldering, welding, brazing, painting, wiring, riveting, alignment of parts and tightness of assembly, screws, bolts, etc.

Upon completion of installation, clean exposed and semi-exposed surfaces. Restore damaged or soiled areas. Do not remove or cover UL or FM labels.

b. Factory Tests:

A Factory Test Report shall be furnished for Each PCA including test results of instrument used, test procedures, and final conclusions. Each test report shall be dated and signed by an authorized manufacturer representative and shall be neat, legible and self-explanatory.

Contractor shall provide a minimum of two (2) week's notice to the City's Representative on scheduled test. The City's Representative shall have the right to witness tests.

Test to be conducted shall, at a minimum, include:

- Functionality of all electrical breakers
- Current draw for all load conditions, total currently draw and for each component
- Dirty Filter activation
- Discharge Damper Operation
- Air Flow, Pressure and Temperature
- Cycling of compressor
- Unit operating controls
- Safety devices

PCA unit shall be given a "burn-in" test for a minimum of eight (8) continuous hours.

Performance/Field Test:

Each PCA unit after installation shall be field tested to verify compliance with contract specification. Contractor shall provide airflow, temperature and pressure measuring equipment, electrical meters and other test equipment request to perform the tests.

Contractor shall provide the designated City representative with copies of the Contractor's typical on-site acceptance procedures, and completed or signed off by all parties associated with the acceptance procedures.

Field test shall verify compliance with the following:

Air Flow for condenser and evaporator.

Air temperatures for entering and leaving condition for each coil.

Pressures for airside and refrigerant side systems to include differential pressure across evaporator fan, cooling coil, heating coil and end of hose supply.

Dirty Filter Alarm.

Control operation. Verify the sequence of operation for full system performance Safety Device Operations.

Current Draw for individual component elements such as compressors, heater and fans along with total unit amperage.

Other tests, as required to provide compliance with manufacturers startup parameters and show compliance with that requirements of this specification.

ADD ALTERNATE

MOBILE GROUND POWER EQUIPMENT (GPE)

The mobile diesel motor generator GPE are to be complete, self-contained units to supply cooling and heating and ground power to a full range of commercial aircraft. The design, fabrication and construction including all manufactured components, fittings, and hardware shall conform to U.S. Codes and Regulations. All standards and codes shall be of the latest revision in effect.

The GPE unit cost will include all shipping, materials, equipment, labor, testing, hardware, training, warranty and appurtenances necessary for a turnkey piece of equipment. The units shall be specifically designed to service commercial passenger aircraft to include regional aircraft. These GSE are to serve as a reserve power source augmenting existing the Airport's power resources.

Contractor shall warrant that all system components are non-proprietary and shall be available for a minimum of ten (10) years from the date of final acceptance. Contractor shall provide the standard operational and equipment features for the unit.

Product Specifications: Mobile Air Conditioning Unit shall include, at a minimum, the following:

60 Hz power EPA certified diesel motor generator

Dual compressors

Direct digital auto controller

Trailer mounted front wheel steering

Washable Air filters

Electrical heat strips

Electrical heat strips

Variable speed blower drive

Stainless steel fuel tank at least 65 gallon with added leakage protection

Rated nominal tonnage is 30 ton cooling capacity

30 foot hose ribbed, insulated, zipper with Velcro covered

Dual Blowers

Low noise muffler

Low fuel warning light

All metal parts shall be powder coat finished to provide a minimum resistance to 500 hour salt spray test and applied per the paint manufacturer's recommendations. All aluminum part shall be anodized.

Corrosion Protection

c. Product Specifications: Mobile Ground Power 400 Hz Dual Power shall include, at a minimum, the following:

Fully emission certified Tier III engine

Noise reduction devices (to be specified by the Contractor in the bid)

Stainless steel fuel tank at least 65 gallons with added leakage protection

Delayed engine shutdown and emergency stop

90Kva/72kw

28VDC output

Spot lights

60 foot aircraft cable

Tow bar or hand brake activated front braking system acceptable

Durable bumper system designed to protect from damage caused by other GSU

Low profile platform

Safety interlock

Engine safety devices (i.e. - shutdown low oil pressure; high coolant temperature; low fuel, etc.)

All metal parts shall be powder coat finished to provide a minimum resistance to 500 hour salt spray test and applied per the paint manufacturer's recommendations. All aluminum part shall be anodized.

Corrosion Protection

Voltage drop compensator

REFERENCES:

Applicable Standards: The design, fabrication and construction including all manufactured components, fittings, and hardware shall conform to U.S. Codes and Regulations. All standards and codes referred to throughout this specification shall be of the latest revision in effect. All PCA units shall be constructed in accordance with standard electrical manufacturing process, and shall be in accordance with all applicable Federal, State and Local laws, codes and ordinances.

National Electrical Code (NEC)

National Electrical Manufacturers Association (NEMA) Standards.

Occupational Safety and Health Administration (OSHA) Regulations.

American Society of Mechanical Engineers (ASME)

Air Moving and Conditioning Association (AMCA)

Air Conditioning and Refrigeration Institute (ARI)

National Fire Code (NFPA)

American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRA)

Underwriters Laboratories (UL)

Composite Services Architecture (ASC)

Electron technical Laboratory (ETL)

American Standard Test Method (ASTM)

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

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

All or None Bid.

City of San Antonio will make award to one bidder only.

Insurance.

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

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

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

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability (Broad Form) Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

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 \$5,000,000 per occurrence
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Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Vendor herein, and provide a certificate of insurance and endorsement that names Vendor and City as additional insureds. Vendor shall provide City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

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

City of San Antonio
Attn: Purchasing & General Services Department
P.O. Box 839966
San Antonio, Texas 78283-3966

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

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

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

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

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

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

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

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

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

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

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

Bid Bond.

Contractor must submit a bid bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of \$1,000.00. The Bid Bond shall be valid for 60 days following the deadline for submission of bids. The Bid Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Bidder is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any bids received without a Bid Bond will be disqualified.

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

Payment Bond

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

Performance Bond.

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

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 1 – Wage and Labor Standard Provisions
- Attachment 2 – Prevailing Wage Rates
- Attachment 3 – SAT Badging & Airfield License Procedures
- Attachment 4 – SBEDA Ordinance Compliance Provisions
- Attachment 5 – Subcontractor Supplier Utilization Plan
- Attachment 6 – Price Schedule

Prevailing Wage Rates.

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

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

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

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

General Statement.

For all City of San Antonio funded public works construction contracts, the City of San Antonio, in accordance with Texas Government Code Section 2258, requires that not less than the general prevailing wage rates (minimum hourly base pay and minimum hourly fringe benefit contribution) for work of similar character be paid to contractor and subcontractor employees. These wage rates are derived from the most current applicable federal prevailing wage rates as published by the United States Department of Labor, Dallas, Texas and authority of Ordinance Nos. 60110 and 71312 as amended and passed by the City Council of the City of San Antonio.

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

Labor Compliance Office Responsibilities.

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

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

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

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

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

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

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

Claims & Disputes Pertaining to Wage Rates.

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

Breach of Wage and Labor Standard Provisions.

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

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

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

Minimum Wage.

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

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

Regular contractor/subcontractor contributions made to, or costs incurred for, approved fringe benefit plans, funds or other benefit programs that cover periods of time greater than the one week payroll periods of time

period (e.g. monthly or quarterly, etc.) shall be prorated by the contractor/subcontractor on weekly payroll records to reflect the equivalent value of the hourly and weekly summary of fringe benefits per employee.

Overtime Compensation Non-Federally Funded Projects.

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

Payment of Cash Equivalent Fringe Benefits.

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

Work Conducted On Holidays-Non-Federally Funded Projects.

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

Underpayment Of Wages Or Salaries.

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

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

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

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

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

The applicable wage determination decision as described in the "General Statement" (and as specifically included in each project contract), outlining the various worker classifications and mandatory minimum wages and minimum hourly fringe benefit deductions, if any, of laborers/mechanics employed and to be employed upon the work covered by this contract, shall be displayed by the contractor/ subcontractor at the site of work in a

conspicuous and prominent public place readily and routinely accessible to workmen for the duration of the project. In addition, the contractor/subcontractor agrees with the contents of the following statement, and shall display same, in English and Spanish, near the display of the wage determination decision:

Notice to Laborers/Mechanics.

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

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

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

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

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

Payrolls & Basic Payroll Records.

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

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

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

Copies of payroll submittals and basic supporting payroll records of the contractor/subcontractors accounting for all laborers/mechanics employed under the work covered by this contract shall be maintained during the course

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

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

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

Labor Disputes.

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

Complaints, Proceedings, or Testimony By Employees.

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

Employee Interviews to Assure Wage and Labor Standard Compliance.

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

"Anti-Kickback" Provision.

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

"False or Deceptive Information Provision".

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

Antonio reserves the right to terminate its contract for cause as a result of serious and uncured violations of this provision.

Employment of Apprentices/Trainees

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

Trainees will be permitted to work at less than the predetermined rate for the work performed when they are employed pursuant to an individually registered program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen shall not be greater than that permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress. Any employee listed on the payroll at a trainee wage rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the wage rate determined by the classification of work he actually performs. The contractor/subcontractor is required to furnish a copy of the trainee program certification, registration of employee-trainees, ratios and wage rates prescribed in the program, along with the payroll record that the employee is first listed on, to the Labor Compliance Office of the City of San Antonio. In the event the Employment and Training Administration withdraws approval of a training program, the contractor/subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved by the Employment and Training Administration.

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

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

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

Jobsite Conditions

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

Employment Of Certain Persons Prohibited.

The contractor/subcontractor shall knowingly only employ persons of appropriate ages commensurate with the degree of required skill, strength, maturity and judgment associated with the activity to be engaged in, but not less than the age of fourteen (14) years, as governed by the Child Labor Law found at Chapter 51 of the Texas Labor Code "Child Labor" Texas Department of Labor and Standards rulings and interpretations associated with that statute. It is hereby noted that in some circumstances generally governed by this section, a federal statute (see: Fair Labor Standards Act, 29 USCS Section 212; Volume 6A of the Bureau of National Affairs Wage Hour Manual at Paragraph 96.1; "Child Labor Requirements in Nonagricultural Occupations" WH Publication 1330, July 1978 as may be amended), could pre-empt the Texas Statute and therefore be the controlling law on this subject. The contractor/subcontractor should seek clarification from state and federal agencies and legal counsel when hiring adolescent employees for particular job classifications.

Prohibited persons not to be employed are also those persons who, at the time of employment for this contract, are serving sentence in a penal or correctional institution except that prior approval by the Director of Capital Improvements Management Services is required to employ any person participating in a supervised work release or furlough program that is sanctioned by appropriate state or federal correctional agencies.

The Contractor/subcontractors shall be responsible for compliance with the provisions of the "Immigration Reform and Control Act of 1986" Public Law 99-603, and any related State enabling or implementing statutes, especially as they in combination apply to the unlawful employment of aliens and unfair immigration-related employment practices affecting this contract.

Provisions to Be Included In Subcontracts.

The contractor shall cause these Wage and Labor Standard Provisions, or reasonably similar contextual adaptations hereof, and any other appropriate state and federal labor provisions, to be inserted in all subcontracts relative to the work to bind subcontractors to the same Wage and Labor Standards as contained in these terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors or sub-subcontractors and to give the contractor similar, if not greater, general contractual authority over the subcontractor or subcontractors as the City of San Antonio may exercise over the contractor.

Contractor's Responsibility.

The City of San Antonio will hold the prime contractor responsible for ensuring that his subcontractors comply with the Wage and Labor Standards Provisions.

Workers' Compensation.

Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Division, or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

The contractor must provide a certificate of coverage to the City prior to being awarded the contract.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

The contractor shall obtain from each person providing services on a project, and provide to the City:

- a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

- no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The contractor shall notify the City in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Division, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

- provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

- provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- obtain from each other person with whom it contracts, and provide to the contractor:

 - a certificate of coverage, prior to the other person beginning work on the project; and

 - a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

- notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

- contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the City that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Division's section of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the City to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the City.

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

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

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

Invoicing and Payment.

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

Information Required On Invoice.

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

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

Payment by City.

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

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

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

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

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

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

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

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

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

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

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

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

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

Records Retention.

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

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

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

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

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

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

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

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

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

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section 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.

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

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

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

007 - SIGNATURE PAGE

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

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

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

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

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

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

Bidder Information

Please Print or Type

Vendor ID No.	V1037052
Signer's Name	NANCY B. MUELLER
Name of Business	INET AIRPORT SYSTEMS, INC.
Street Address	4111 NO PALM ST.
City, State, Zip Code	FULLERTON, CA 92835
Email Address	nmuellet@inetas.com
Telephone No.	(714) 888-2700 EXT 229
Fax No.	(714) 888-2727
City's Solicitation No.	IFB 6100000291

Nancy B. Mueller
Signature of Person Authorized to Sign Bid

008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS

ATTACHMENT 1

WAGE AND LABOR STANDARD PROVISIONS

CITY OF SAN ANTONIO FUNDED CONSTRUCTION

Contents

1. GENERAL STATEMENT
2. LABOR COMPLIANCE OFFICE, CAPITAL IMPROVEMENTS MANAGEMENT SERVICES DEPARTMENT RESPONSIBILITIES
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20. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED
21. PROVISIONS TO BE INCLUDED IN SUBCONTRACTS

1. GENERAL STATEMENT

For all City of San Antonio funded public works construction contracts, the City of San Antonio, in accordance with Texas Government Code Section 2258, requires that not less than the general prevailing wage rates (minimum hourly base pay and minimum hourly fringe benefit contribution) for work of similar character be paid to contractor and subcontractor employees. These wage rates are derived from the most current applicable federal prevailing wage rates as published by the United States Department of Labor, Dallas, Texas and authority of Ordinance Nos. 60110 and 71312 as amended and passed by the City Council of the City of San Antonio.

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

2. LABOR COMPLIANCE OFFICE RESPONSIBILITIES

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

- a. Appropriate weekly compliance statements and payroll records are submitted to the City by the contractor/subcontractors and that such are reviewed for compliance with the Wage and Labor Standard Provisions.
- b. Apprentices/trainees working on the project are properly identified by the contractor/subcontractor on payroll records and documented as being included in programs currently sanctioned by appropriate federal or state regulatory agencies.
- c. Applicable Wage Determination Decisions, including any applicable modifications, and related statements must be posted at the work-site by the contractor and that proper job classification and commensurate minimum hourly base and fringe wage rates are paid.
- d. Employees are periodically interviewed (at random) to assurance of proper work classification and wage rates.
- e. The Labor Compliance Office will investigate all allegations that no person employed by contractor/subcontractor is induced against his will, by any means, to give up any part of the compensation to which he is otherwise entitled.
- f. That any and all periodic administrative directives to the Labor Compliance Office from the Director of Capital Improvements are being implemented. For purpose of these Wage and Labor Standard Provisions, the Director of Capital Improvements Management Services means the Director, his successor, or his designee.

3. CLAIMS & DISPUTES PERTAINING TO WAGE RATES

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

4. BREACH OF WAGE AND LABOR STANDARD PROVISIONS

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

5. EMPLOYMENT OF LABORERS/MECHANICS NOT LISTED IN WAGE DETERMINATION DECISION

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

6. MINIMUM WAGE

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

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

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

7. OVERTIME COMPENSATION NON-FEDERALLY FUNDED PROJECTS

No contractor/subcontractor contracting for any part of the City of San Antonio funded contract work (except for worksite related security guard services) which may require or involve the employment of laborers/ mechanics shall require or permit any laborer/mechanic in any seven (7) calendar day work period in which he or she is employed on such work to work in excess of 40 hours in such work period unless said laborer/ mechanic receives compensation at a rate not less than one and

one-half times the basic hourly rate of pay for all hours worked in excess of 40 hours in a seven (7) calendar day work period. Fringe benefits must be paid for straight time and overtime; however, fringe benefits are not included when computing the overtime rate.

8. PAYMENT OF CASH EQUIVALENT FRINGE BENEFITS

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

9. WORK CONDUCTED ON HOLIDAYS-NON-FEDERALLY FUNDED PROJECTS

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

10. UNDERPAYMENT OF WAGES OR SALARIES

- a. When a "full investigation" (as called for in and as construed under Texas Government Code Section 2258, establishes underpayment of wages by contractor/subcontractor to its laborers/mechanics employed upon the work covered by its contract with the City of San Antonio, the City shall withhold an amount from the contractor, out of any payments (Interim progress and/or final) due the contractor, the City of San Antonio may consider necessary to secure ultimate payment by the appropriate party to such laborers/mechanics, of full wages plus possible penalty (see b. below). The amount withheld, excluding any possible penalty to be retained by City, may be disbursed at an appropriate time after "full investigation" by the City of San Antonio, for and on behalf of the contractor/subcontractor (as may be appropriate), to the respective laborers/mechanics to whom the same is due or on their behalf to fringe benefit plans, funds or programs for any type of minimum fringe benefits prescribed in the applicable wage determination decision.
- b. Texas Government Code Section 2258, states that the contractor shall forfeit as a penalty to the City of San Antonio the sum of sixty dollars (\$60.00) for each calendar day, or portion thereof, for each laborer, workman, or mechanic, who is paid less than the said stipulated rate for any work done under this contract, whether by the contractor himself or by any subcontractor working under him. Pursuant to and supplemental to this statutory authority, the City of San Antonio and the contractor/subcontractor contractually acknowledge and agree that said sixty dollar (\$60.00) statutory penalty shall be construed by and between the City of San Antonio and the contractor/subcontractor as liquidated damages and will apply to any violations of paragraphs 6, 7, or 9 herein, resulting from contractor/subcontractor underpayment violations.
- c. If unpaid or underpaid workers cannot be located by the Contractor of the City after diligent efforts to accomplish same, the contractor report the wages as "unclaimed property" in accordance to Texas State law.

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

11. DISPLAYING WAGE DETERMINATION DECISIONS/AND NOTICE TO LABORERS/MECHANICS STATEMENT

The applicable wage determination decision as described in the "General Statement" (and as specifically included in each project contract), outlining the various worker classifications and mandatory minimum wages and minimum hourly fringe benefit deductions, if any, of laborers/mechanics employed and to be employed upon the work covered by this contract, shall be

displayed by the contractor/ subcontractor at the site of work in a conspicuous and prominent public place readily and routinely accessible to workmen for the duration of the project. In addition, the contractor/subcontractor agrees with the contents of the following statement, and shall display same, in English and Spanish, near the display of the wage determination decision:

NOTICE TO LABORERS/MECHANICS

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

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

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

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

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

12. PAYROLLS & BASIC PAYROLL RECORDS

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

Labor Compliance Electronic Certified Payrolls System on a regular basis to manage contact information and contract records. The prime contractor is responsible for ensuring all subcontractors have completed all requested items and that their contact information is accurate and up-to-date. The City of San Antonio Labor Compliance Office may require additional information related to the contract to be provided electronically through the system at any time before, during, or after contract award.

- c. Information related to contractor access of the system will be provided to a designated point of contact with each contractor upon award of the contract.
- d. Copies of payroll submittals and basic supporting payroll records of the contractor/subcontractors accounting for all laborers/mechanics employed under the work covered by this contract shall be maintained during the course of the work and preserved for a period of three (3) years after completion of the project. The contractors/subcontractors shall maintain records which demonstrate: any contractor commitment to provide fringe benefits to employees as may be mandated by the applicable wage determination decision, that the plan or program is adjudged financially responsible by the appropriate approving authority, (i.e. U. S. Department of Labor, U.S. Department of Treasury, etc.), and that the provisions, policies, certificates, and description of benefits of the plan or program as may be periodically amended, have been clearly communicated in a timely manner and in writing, to the laborers/mechanics affected prior to their performing work on the project.
- e. The contractor/subcontractor shall make the above records available for inspection, copying, or transcribing by authorized representatives of the City of San Antonio at reasonable times and locations forces of monitoring compliance with this contract.
- f. All certified payrolls submitted to the Labor Compliance Office are deemed true and accurate. If upon review of the certified payrolls, wage underpayment violations are identified and noted, restitution will be calculated and penalties will be issued to the prime contractor of the project. In order to refute a wage violation, the contractor/subcontractor must provide supporting documentation to the Labor Compliance Office for review and consideration.

13. LABOR DISPUTES

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

14. COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES

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

15. EMPLOYEE INTERVIEWS TO ASSURE WAGE AND LABOR STANDARD COMPLIANCE

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

representatives to facilitate compliance determinations regarding adherence by the contractor/subcontractor to these Wage and Labor Standard Provisions.

16. "ANTI-KICKBACK" PROVISION

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

17. "FALSE OR DECEPTIVE INFORMATION PROVISION"

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

18. EMPLOYMENT OF APPRENTICES/TRAINEES

- a. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship & Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship & Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor/subcontractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in (b) below or is not registered or otherwise employed as stated above, shall be paid the wage rate for the classification of work he actually performs. The contractor/subcontractor is required to furnish to the Labor Compliance Office of the City of San Antonio, a copy of the certification, along with the payroll record that the employee is first listed on. The wage rate paid apprentices shall be not less than the specified rate in the registered program for the apprentice's level of progress expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination decision.
- b. Trainees will be permitted to work at less than the predetermined rate for the work performed when they are employed pursuant to an individually registered program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen shall not be greater than that permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress. Any employee listed on the payroll at a trainee wage rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the wage rate determined by the classification of work he actually performs. The contractor/subcontractor is required to furnish a copy of the trainee program certification, registration of employee-trainees, ratios and wage rates prescribed in the program, along with the payroll record that the employee is first listed on, to the Labor Compliance Office of the City of San Antonio. In the event the Employment and Training Administration withdraws approval of a training program, the contractor/subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved by the Employment and Training Administration.
- c. Paragraphs above shall not operate to exclude training programs approved by the OFCCP, United States Department of Labor and as adopted by the Associated General Contractors (AGC) of Texas, Highway, Heavy, Utilities and Industrial Branch. Guidelines for these training

programs shall be the same as those established for federally funded projects. This subparagraph shall not apply to those portions of a project deemed to be building construction.

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

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

19. JOBSITE CONDITIONS

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

20. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

- a. The contractor/subcontractor shall knowingly only employ persons of appropriate ages commensurate with the degree of required skill, strength, maturity and judgment associated with the activity to be engaged in, but not less than the age of fourteen (14) years, as governed by the Child Labor Law found at Chapter 51 of the Texas Labor Code "Child Labor" Texas Department of Labor and Standards rulings and interpretations associated with that statute. It is hereby noted that in some circumstances generally governed by this section, a federal statute (see: Fair Labor Standards Act, 29 USCS Section 212; Volume 6A of the Bureau of National Affairs Wage Hour Manual at Paragraph 96:I; "Child Labor Requirements in Nonagricultural Occupations" WH Publication 1330, July 1978 as may be amended), could pre-empt the Texas Statute and therefore be the controlling law on this subject. The contractor/subcontractor should seek clarification from state and federal agencies and legal counsel when hiring adolescent employees for particular job classifications.
- b. Prohibited persons not to be employed are also those persons who, at the time of employment for this contract, are serving sentence in a penal or correctional institution except that prior approval by the Director of Capital Improvements Management Services is required to employ any person participating in a supervised work release or furlough program that is sanctioned by appropriate state or federal correctional agencies.
- c. The Contractor/subcontractors shall be responsible for compliance with the provisions of the "Immigration Reform and Control Act of 1986" Public Law 99-603, and any related State enabling or implementing statutes, especially as they in combination apply to the unlawful employment of aliens and unfair immigration-related employment practices affecting this contract.

21. PROVISIONS TO BE INCLUDED IN SUBCONTRACTS

The contractor shall cause these Wage and Labor Standard Provisions, or reasonably similar contextual adaptations hereof, and any other appropriate state and federal labor provisions, to be inserted in all subcontracts relative to the work to bind subcontractors to the same Wage and Labor Standards as contained in these terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors or sub-subcontractors and to give the contractor

similar, if not greater, general contractual authority over the subcontractor or subcontractors as the City of San Antonio may exercise over the contractor.

22. CONTRACTOR'S RESPONSIBILITY

The City of San Antonio will hold the prime contractor responsible for ensuring that his subcontractors comply with the Wage and Labor Standards Provisions.

ATTACHMENT 2

PREVAILING WAGE RATES

General Decision Number: TX100003 04/01/2011 TX3

Superseded General Decision Number: TX20080003

State: Texas

Construction Type: Building

County: Bexar County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including 4 stories). (Use current heavy & highway general wage determination for Paving & Utilities Incidental to Building Construction).

Modification Number	Publication Date
0	03/12/2010
1	06/04/2010
2	07/02/2010
3	07/30/2010
4	08/13/2010
5	01/07/2011
6	04/01/2011

EFFECTIVE 04/01/2011

ASBE0087-001 01/01/2009

	Rates	Fringes
Asbestos/Insulator Worker (Includes application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems.).....	\$ 21.17	7.40

BRTX0001-004 05/01/2009

	Rates	Fringes
BRICKLAYER.....	\$ 24.50	1.73

ELEC0060-001 06/01/2010

	Rates	Fringes
CABLE SPLICER.....	\$ 25.20	3.75+12%
ELECTRICIAN.....	\$ 24.95	3.75+12%

ELEC0060-002 06/01/2009

	Rates	Fringes
ELECTRICIAN (Low Voltage including pulling & installing cable through conduit).....	\$ 19.51	8%+4.92

ELEV0081-001 01/01/2010

	Rates	Fringes
Elevator Constructor MECHANIC.....	\$ 33.35	20.235+A

FOOTNOTE; A = UNDER 5 YEARS EMPLOYMENT, 6% BHR; OVER 5 YEARS
EMPLOYMENT, 8% BHR. PAID HOLIDAYS : New Year's Day,
Memorial Day, Independence Day, Labor Day, Thanksgiving
Day, Friday after Thanksgiving Day, Christmas Day, and
Veterans Day.

ENGI0450-001 07/01/2009

	Rates	Fringes
Power equipment operators: Cranes.....	\$ 29.75	8.75

IRON0066-001 06/01/2009

	Rates	Fringes
IRONWORKER (Excluding metal building erectors)		
Structural.....	\$ 18.50	5.15

MARB0002-001 07/01/2005

	Rates	Fringes
TILE SETTER.....	\$ 18.50	6.10

PLUM0142-001 07/01/2010

	Rates	Fringes
Plumbers and Pipefitters (Including HVAC WORK).....	\$ 28.78	9.10

* SFTX0669-001 04/01/2011

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 25.40	16.00

SHEE0067-001 04/01/2009

	Rates	Fringes
Sheet metal worker (Including HVAC Duct Work).....	\$ 25.18	10.75

SUTX1988-002 11/01/1988

	Rates	Fringes
Acoustical Ceiling Installer.....	\$ 12.26	
CARPENTER (Excluding Acoustical Ceiling Installer & Drywall Hanger).....	\$ 10.64	
CEMENT MASON/CONCRETE FINISHER...	\$ 11.46	
DRYWALL HANGER.....	\$ 11.88	
GLAZIER.....	\$ 10.78	1.40
IRONWORKER (Excluding Metal Building Assemblers)		
Reinforcing.....	\$ 10.19	3.57
Laborers:		
Mason Tenders.....	\$ 8.36	1.78
Mortar Mixers.....	\$ 8.99	
PLASTERER'S TENDERS.....	\$ 8.68	
Unskilled.....	\$ 7.25	

LATHER.....	\$ 15.25
PAINTER (Excluding Tapers/Finishers).....	\$ 8.01
PLASTERER.....	\$ 15.25
Power equipment operators:	
Front End Loader.....	\$ 7.36
Roofers:	
Kettlemen.....	\$ 8.85
Roofers.....	\$ 8.14
Waterproofers.....	\$ 7.25
Sheet Metal Worker	
Other Work.....	\$ 11.62
Taper/Finisher.....	\$ 7.99
TRUCK DRIVER.....	\$ 7.25

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

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

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

ATTACHMENT 3

PROCEDURES FOR OBTAINING AIRPORT PERSONNEL IDENTIFICATION BADGE AND AIRFIELD DRIVER'S LICENSE AT SAN ANTONIO INTERNATIONAL AIRPORT (SAT)

As per FAA/TSA guidelines, a person performing work in the Security Identification Display Area (SIDA), Secured Area, Sterile Area or Airport Operations Area must have a valid Personnel Identification Badge (known as a SAT badge) or be under an airport approved escort by a person having a SAT badge with the white "E" (escort endorsement) on the badge. Furthermore, each badge holder with the white "E" may escort up to two (2) unbadged individuals while keeping same under positive control at all times while in the SIDA, Secured Area, Sterile Area and/or the project site. **Note:** If the person is disqualified from receiving a SAT badge during the badge application process, or becomes disqualified after receiving a SAT badge, the individual can no longer be present anywhere within the SIDA, Secured Area, Sterile area and/or the project areas.

If driving is involved, the person must have a valid SAT badge and the appropriate airfield driver's license to operate a vehicle in the SIDA and/or the project site. If a vehicle escort is required, each SAT badge holder with the white "E" on his badge (and the appropriate airfield driver's license) may escort up to two (2) vehicles if there is only one unbadged person in each vehicle being escorted.

All vehicles operating in the SIDA or the project area must have the appropriate airport approved company signage on the vehicle. The signage must meet the following requirements: Company name must be in at least six inch (6") tall lettering and/or the company logo must be at least twelve inches (12") tall. The signage must be placed on both vertical sides of any self propelled, motorized vehicle at all times while within the SIDA or the project site. If signage is not available, an Airport issued "Top Hat" may be used for vehicles under an airport approved vehicle escort or while parked in the SIDA.

The procedures to obtain an Airport Personnel Identification Badge and/or an airport driver's license are as follows:

A) Airport Personnel Identification Badge (SAT ID Badge):

- 1) The Airport Security Personnel Identification Office (AS PIO) is located at 9623 West Terminal Drive, Bldg. #1322.
- 2) Once an Aviation Department division has notified the AS PIO of an approved City contract which will require the badging of personnel, the Contactor's designated representative for badging must call (210) 207-3526 to schedule an appointment with the AS PIO to make arrangements to become an Authorizing Signatory for all SAT badges to be issued to the Contractor's employees working on the contract. Once the Authorizing Signatory has completed the required procedures (i.e., fingerprint-based Criminal History Records Check (CHRC)), Security Threat Assessment (STA) background check, SIDA training, Authorizing Signatory training, etc.) to receive his SAT badge, he will then be authorized to approve applications for other Contractor employees under his responsibility. **Note:** If an employee of Contractor has been convicted of any of the offenses listed in Exhibit 1 hereto, that employee will be immediately disqualified from obtaining a SAT badge and will be ineligible to perform work at SAT
- 3) All SAT ID badge applications are processed electronically via an online application process. Once the Contractor's Authorizing Signatory has been trained successfully on his responsibilities and completed all phases of the badging process, the website address for Contractor's employees to use to complete the application will be provided. Furthermore, the Authorizing Signatory will be provided instructions on how to setup, use and approve badge applications via the online badging system.

4) As of October 1, 2010 badge processing fees are:

Airport Security Badge & ID Office Service	Amount
Fingerprint-based Criminal History Records Check (CHRC)/STA Identification Badge (new/renewal/replacement/exchange)	65.00
Non-Returned Identification Badge	35.00
Reactivation of Identification Badge (Security Violation)	75.00
1 st Offense	25.00
2 nd Offense	50.00
3 rd Offense	75.00
Progressive Security Fee Program	Sliding Scale
AOA Parking Decal (for General Aviation leasehold only)	5.00

There is no refund for badge processing fees.

- 5) As part of the badging process, all Contractor employees are required to complete a computer-based SIDA training class. All documents necessary to complete the application process (including obtaining the applicants fingerprints to conduct a CHRC must be completed before the Contractor's employees may attend the computer-based SIDA training class. The class is held on a first come, first served basis and is generally available during the following days/times: Monday – Thursday, 8:00 a.m. – 3:00 p.m., and Friday, 8:00 a.m. – 10:30 a.m. and 1:00 p.m. – 3:00 p.m. The SIDA class takes approximately 45 minutes to 1 hour to complete and the applicant must make a 100% on the final test to successfully complete this stage of the badging process. The SAT badge can only be issued after the applicant successfully completes the SIDA class; the Airport Police completes the CHRC; and the Airport Police receives an approved STA check from the TSA. It can take anywhere from three (3) business days to 2 weeks before the applicant may be issued his SAT badge.
- 6) At the end of the contract, the Contractor's Authorizing Signatory shall return all issued airport identification badges to the AS PIO directly and inform the Aviation Department division that managed the contract that all badges have been returned before final payment for the work can be processed.
- 7) Any lost or stolen SAT ID badge shall be reported to Airport Security immediately by contacting (210) 207-3526 or 207-3433 so the badge can be deactivated. The Contractor's employee must contact Contractor's Authorizing Signatory to make arrangements to complete the necessary paperwork to receive a replacement SAT badge. The Contractor shall be responsible for any fees/fines resulting from the lost, stolen, or otherwise unaccounted for SAT badge.

B) Airfield Driver License:

- 1) Contact the Airport Operations Office (AOO) at 207-3475 for hours of operations and procedures. The Airport Operations Office is located at 457 Sandau Rd., San Antonio, TX 78216. The individual has to show a current valid Texas Driver License, a current valid Airport Personnel Identification Badge and a copy of certificate of insurance document of the individual's employer with the proper coverage must be submitted to the AOO to be kept on file.
- 2) The non-movement classes are held on every Monday at 1:00 P.M., Tuesday and Friday at 9:00 A.M. The movement classes are held every Tuesday at 1:00 P.M. and Thursday at 9:00 A.M. There will be a test at the end of each class. The airfield driver license can only be issued to a person passing the test.
- 3) A copy of the Airfield Driver's Training Program Fees dated Sept. 30, 2008 is attached for the information. Contact with AOO for the current fees. A \$5.00 refund will be issued if the lost license is found within 30 days of the receipt date. For the construction contracts, there is no separate line item on the bid proposal for the costs involved and the costs shall be considered incidental to mobilization expenses.

- 4) The licensed driver can only travel on the areas authorized and use the gate approved by the Airport Police. A driver who loses his or her Airfield Driver License is responsible for reporting the loss immediately to Airport Operations Office. The employee will be responsible to pay the replacement fee for his/her airfield license.
- 5) The company shall have coverage for the vehicles used inside Air Operations Area for the project involved at all times. An Automobile Liability Policy with no less than a Combined, Single Limit for Bodily Injury and Property Damage of \$5,000,000 per occurrence, or its equivalent in Umbrella or Excess Liability Coverage. In addition, the City of San Antonio must be listed as an "additional insured" in the endorsement section.

The Insurance can be under the Company name if a company vehicle will be used and the vehicle must be listed in the insurance policy either specifically by VIN number or generally by covering all autos owned, leased or operated while conducting business on behalf of the company. If this is a private vehicle covered only by personal insurance, the insurance must be under the drivers name and VIN number must be listed. It is the company's responsibility to notify the Aviation Department for any insurance changes.

- 6) At the end of the project, the authorized Project Manager shall return all airfield driver licenses to Planning and Development and at the end of the return process the final payment for the work can be processed.

SBEDA Ordinance Compliance Provisions

A. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements.

B. SBEDA Program

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

C. Definitions

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

Annual Aspirational Goal – a non-mandatory annual aspirational percentage goal for overall M/WBE Prime and subcontract participation in City of San Antonio contracts is established each year for Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contract Industry Categories. This Annual Aspirational Goal is to be set (and thereafter adjusted) by the Goal Setting Committee (GSC) on an annual basis based upon relative M/WBE availability data to be collected by the City through its Centralized Vendor Registration ("CVR") system. Annual Aspirational Goals are not to be routinely applied to individual contracts, but are intended to serve as a benchmark against which to measure the overall effectiveness of the S/M/WBE Program on an annual basis, and to gauge the need for future adjustments to the mix and to the aggressiveness of remedies being applied under the Program. Percentage Goals for S/M/WBE participation may be established by the GSC on a contract-by-contract basis based upon similar data and analysis for the particular goods and services being purchased in a given contract. The M/WBE Annual Aspirational Goals for 2011 are:

Construction – 29%
Architecture and Engineering – 34%
Professional Services – 45%
Other Services – 30%
Goods and Supplies - 23%

Certification or "Certified" – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category

(e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City accepts any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6 of Attachment A.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Respondent – a vendor submitting a bid, statement of qualifications, or proposal in response to a

solicitation issued by the City. For purposes of this agreement, CONTRACTOR is the Respondent.

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

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

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

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

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

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

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

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

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

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

Subcontractor/Supplier Utilization Plan – a binding part of this contract agreement which states

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

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

D. SBEDA Program Compliance – General Provisions

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

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its Subcontractors with this term;
2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its Subcontractors or suppliers;
3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
4. CONTRACTOR shall immediately notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations

of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.

5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.
6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.

E. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiative to this contract:

None. There are no Affirmative Procurement Initiatives being applied to this contract.

F. Commercial Nondiscrimination Policy Compliance

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

G. Prompt Payment

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

H. Violations, Sanctions and Penalties

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

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;
2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;
3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;
4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

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

1. Suspension of contract;
2. Withholding of funds;
3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
4. Refusal to accept a response or proposal; and
5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).



CITY OF SAN ANTONIO SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

SOLICITATION NAME: *PreConditioned Air (PCA) Units*

RESPONDENT NAME: *INET AIRPORT SYSTEMS, INC.*

SOLICITATION API: *None*

API REQUIREMENTS: *None*

Section 1. Enter Respondent's (Prime) proposed contract participation level. Leave blank for revenue generating contracts.

Section 2. List ALL subcontractors / suppliers that will be utilized for the entire contract period, excluding possible extensions and renewals. Use additional sheets if necessary.

	PARTICIPATION DOLLAR AMOUNT	% LEVEL OF PARTICIPATION	CERTIFICATION TYPE AND NUMBER	TYPE OF WORK TO BE PERFORMED (BY NIGP CODE)
SECTION 1. PRIME				
Prime Name: <i>INET AIRPORT SYSTEMS, INC</i>	<i>\$1,400,100.00</i>	<i>100</i> %	<i>NETRCA # 13618</i>	<i>03502 03523 03576</i>
SECTION 2. SUBCONTRACTOR(S): <i>TBD</i>				
1. Name:	\$	%	#:	
2. Name:	\$	%	#:	
3. Name:	\$	%	#:	
4. Name:	\$	%	#:	
5. Name:	\$	%	#:	
6. Name:	\$	%	#:	
Total Prime Participation:	<i>\$1,400,100.00</i>	%	#:	
Total Sub Participation:	<i>\$ 0</i>	<i>0</i> %	#:	
Total Prime & Sub Participation:	<i>\$1,400,100.00</i>	<i>100</i> %	#:	
Total Certified Sub Participation:	\$	%	#:	

If a business is not certified, please call the Small Business Program Office at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.

I HEREBY AFFIRM THAT I POSSESS DOCUMENTATION FROM ALL PROPOSED SUBCONTRACTORS/SUPPLIERS CONFIRMING THEIR INTENT TO PERFORM THE SCOPE OF WORK FOR THE PRICE INDICATED ABOVE. I FURTHER AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

Nancy B. Mueller
SIGNATURE OF AUTHORIZED AGENT

SR. PROJECT MANAGER
TITLE INET AIRPORT SYSTEMS, INC

June 13, 2011
DATE

(714) 888-2700
PHONE

FOR CITY USE

Action Taken: Approved _____ Denied _____

DIRECTOR
INTERNATIONAL AND ECONOMIC DEVELOPMENT

ATTACHMENT 6

PRICE SCHEDULE

Item	Quantity	Description	Unit Price	Extended Price
1	14 Each	Pre-Conditioned Air (PCA) System with Pre-cool and Pre-Heat Gates A1, A2, A4, A6, A7, A8, A9, A10, A11, A12, A13, A15 A16, and B1 Make: <u>INET Airport Systems, Inc.</u> Model: <u>PDX 15</u> Labor Warranty: <u>ONE</u> Years Materials Warranty: <u>ONE</u> Years	\$ 68,800.00	\$963,200.00
2	4 Each	Retrofit Bridges at Gates A1, A2, A8 and A9 with a Turnkey Pre-Conditioning Operation Make: <u>INET Airport Systems, Inc.</u> Model: <u>Bridge Precool Assy</u> Labor Warranty: <u>ONE</u> Years Materials Warranty: <u>ONE</u> Years	\$	\$ Included in Item 1 above
3	9 Each	PCA Unit Removal and Disposal Gates A4, A6, A7, A10, A11, A12, A13, A15 and A16.	\$ 4,800.00	\$ 43,200.00
4	3 Each	PCA Removal, Fixed Based Units Gates A4, A6 and A7	\$ 4,800.00	\$ 14,400.00
5	5 Each	Electrical Power Service, Upgrade to 125V Gates A1, A4, A6, A7 and A9	\$18,750.00	\$ 93,750.00
6	3 Each	Electrical Power Service, Restoration Gates A10, A11 and A15	\$18,750.00	\$ 56,250.00
7	2 Each	PCA Mounting Provisions Gates A1 and A2	\$	PCA Mounting \$provisions included in cost of Item 1, above
Total Amount				\$1,170,800.00

Add Alternate Items:

Item	Quantity	Description	Unit Price	Extended Price
8	1 Each	Pre-Conditioned Air (PCA) System with Pre-cool and Pre-Heat Gate A17 Make: <u>INET Airport Systems, Inc.</u> Model: <u>PDX 15</u> Labor Warranty: <u>ONE</u> Years Materials Warranty: <u>ONE</u> Years	\$ 68,800.00	\$ 68,800.00
9	1 Each	400 Hz Ground Central Power Gate A17 Make: <u>INET Airport Systems, Inc.</u> Model: <u>SSP64-90</u> Labor Warranty: <u>ONE</u> Years Materials Warranty: <u>ONE</u> Years	\$18,500.00	\$ 18,500.00
10	1 Each	Mobile PCA Units, 30 Ton Make: <u>INET Airport Systems Inc.</u> Model: <u>MD-PDX15</u> Labor Warranty: <u>ONE</u> Years Materials Warranty: <u>ONE</u> Years	\$73,500.00	\$ 73,500.00
11	1 Each	Mobile 400 Hz Ground Power Unit Make: <u>INET Airport Systems Inc.</u> Model: <u>MDG5-9-128</u> Labor Warranty: <u>ONE</u> Years Materials Warranty: <u>ONE</u> Years	\$ 68,500.00	\$ 68,500.00
Add Alternate Items - Total Amount				\$229,300.00