

AN ORDINANCE 2014 - 06 - 12 - 0413

ACCEPTING THE BID FROM SWANK SPORTS, LLC D/B/A ASTROBUILDERS TO PROVIDE ALL LABOR, MATERIAL AND EQUIPMENT AND TRAINING TO INSTALL APPROXIMATELY 105,300 SQUARE FEET OF A PORTABLE ARTIFICIAL INFILL TURF SYSTEM WITH TWO SETS OF GREEN END ZONES, ONE TURF GROOMING MACHINE AND ONE TURF PAINT REMOVER MACHINE FOR THE ALAMODOME FOR A COST OF \$701,575.00, FUNDED WITH THE HOTEL OCCUPANCY TAX I&C FUND.

* * * * *

WHEREAS, bids were submitted to provide the City of San Antonio with all labor, material, equipment and training to install approximately 105,300 square feet of a portable artificial infill turf system with two sets of green end zones, one turf grooming machine, and one turf paint remover machine for the Alamodome; and

WHEREAS, the low bid was submitted by Swank Sports, LLC d/b/a AstroBuilders for a total cost of \$701,575.00; **NOW THEREFORE:**

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

SECTION 1. The bid submitted by Swank Sports, LLC d/b/a AstroBuilders to provide the City with all labor, material, equipment and training to install approximately 105,300 square feet of a portable artificial infill turf system with two sets of green end zones, one turf grooming machine, and one turf paint remover machine for the Alamodome for a total cost of \$701,575.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements, and further upon availability of funds as described below. Attached hereto and incorporated herein for all purposes as **Exhibit I** are the bid tabulation sheet and bid.

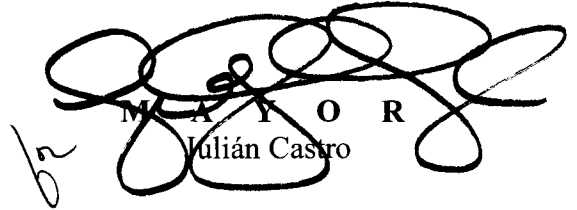
SECTION 2. Funding in the amount of \$701,575.00 for this ordinance is contingent upon approval of the Fiscal Year 2014 Mid-Year Budget Adjustments for Fund 29007000, Cost Center 8003400001 and General Ledger 5709030. Payment not to exceed the budgeted amount of 701,575.00 is authorized to Swank Sports, LLC d/b/a AstroBuilders and should be encumbered with a purchase order, once funding is made available.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations 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.

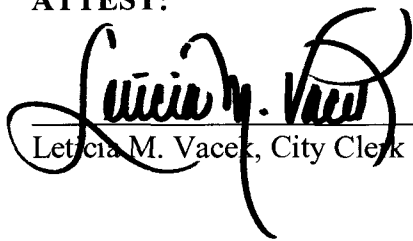
LOC
6/12/14
Item No. 8

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

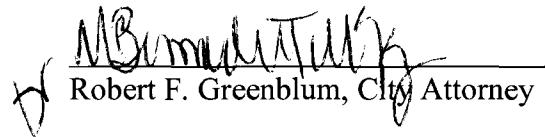
PASSED AND APPROVED this 12th day of June, 2014.


MAYOR
Julián Castro

ATTEST:


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:


Robert F. Greenblum, City Attorney

Agenda Item:	8 (in consent vote: 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 18, 19, 21, 22, 23, 24, 25, 26, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41)
Date:	06/12/2014
Time:	09:30:08 AM
Vote Type:	Motion to Approve
Description:	An Ordinance accepting the bid from Swank Sports, LLC d/b/a AstroBuilders to provide all labor, material and equipment and training to install approximately 105,300 square feet of a portable artificial infill turf system with two sets of green end zones, one turf grooming machine and one turf paint remover machine for the Alamodome for a cost of \$701,575.00, funded with the Hotel Occupancy Tax I&C Fund. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor	x					
Diego Bernal	District 1		x			x	
Ivy R. Taylor	District 2		x				
Rebecca Viagran	District 3		x				x
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8	x					
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

Opened: April 30, 2014 For: Alamodome Turf Project		Non-Local Bid 1	Non-Local Alternate	Non-Local
6100004201		Swank Sports, LLC d/b/a AstroBuilders 267 Old Highway 71 Cedar Creek, TX 78612 512 496-1121	Swank Sports, LLC d/b/a AstroBuilders 267 Old Highway 71 Cedar Creek, TX 78612 512 496-1121	Hellas Construction, Inc. 12710 Research Blvd., Suite # 240 Austin, TX 78759
Item	Description	Quantity		
1	Portable Artificial Infill Turf System, Matrix Turf 42-46 oz. Artificial Infill Turf System, or approved equal. With two sets of green end zones. Price Each Price Total Brand Name of Product Model Number Green end zones (2 sets) Sub-total	1	\$619,800.00 \$619,800.00 AstroTurf GameDay Grass 3D 60Xtreme included \$619,800.00	\$765,400.00 \$765,400.00 AstroTurf AstroTurf PolyKnit System included \$765,400.00
				\$607,406.00 \$607,406.00* Matrix Matrix Turf 42-46 oz. \$51,771.00** \$659,177.00
2	Artificial Infill Turf Grooming System Machine, Kromer Field Commander Turf Groomer, or approved equal. Price Each Price Total Brand Name of Product Model Number	1	\$45,275.00 \$45,275.00 Kromer Kromer Field Commander	No Bid \$49,539.00 \$49,539.00 Kromer Kromer Field Commander
3	Artificial Infill Turf Paint Removal Machine, Temp-Line Mantis Hydro Extractor, or approved equal. Price Each Price Total Brand Name of Product Model Number	1	\$38,255.00 \$38,255.00 Eco Chemical Temp-Line Mantis Hydro Extractor	\$36,500.00 \$36,500.00 Pioneer Athletics Paint Extractor
4	Deleted			\$41,401.00 \$41,401.00 Eco Chemical Temp-Line Mantis Hydro Extractor
	Payment Terms		Net 30	Net 30
	Total		\$703,330.00	\$801,900.00
	Total Award		\$665,075.00	\$36,500.00
				1%, 10 Days

Deleted: Alternate Item 4 will not be re-bid
 *Price includes one set of green endzones
 **Price includes two sets of green endzones



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

FORMAL INVITATION FOR BID ("IFB") NO.: 6100004201

ALAMODOME TURF PROJECT

Date Issued: APRIL 15, 2014

BIDS MUST BE RECEIVED NO LATER THAN:
2:00 PM APRIL 30, 2014

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

Address for hard copy responses:

Physical Address:

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

Mailing Address:

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

For Hard Copy Submissions, Mark Envelope

"ALAMODOME TURF PROJECT"

Bid Due Date: 2:00 p.m., APRIL 30, 2014

Bid No.: 6100004201

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: N/A

DBE / ACDBE Requirements:

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

Pre-Submittal Conference * YES

* If YES, the Pre-Submittal conference will be held on APRIL 18, 2014 at 3:00 PM at ALAMODOME 100 MONTANA MEETING ROOM M, SAN ANTONIO, TX 78203. A site visit will immediately follow the pre-submittal conference.

Staff Contact Person: SHARON GUERRERO, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966.

Email: SHARON.GUERRERO@SANANTONIO.GOV

SBEDA Contact Information: EDSON ZAVALA, 210-207-3962, EDSON.ZAVALA@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

4.0 BACKGROUND

The City of San Antonio is soliciting bids for a Contractor to furnish approximately 105,300 square feet of portable artificial infill turf system including all labor, materials, tools, equipment and training necessary for the delivery and complete installation located at the Alamodome, 100 Montana, San Antonio, Texas, 78203, in accordance with the specifications listed herein. Equipment shall include a turf grooming machine and a turf paint removal machine. This turf replacement is necessary due to the age and condition of the existing turf system.

The turf system shall be suitable for play by all major sports, including but not limited to the National Football League (NFL), National Collegiate Athletic Association (NCAA), Major League Soccer (MLS) and Federation International de Football Association (FIFA). The contractor shall provide with their bid responses references for fields that the organizations have used or are currently using that have the portable artificial turf infill system that contractor is bidding; or letter from organizations on official letterhead stating that the Contractors artificial infill turf system is approved for play by the organizations.

The City will assume ownership of the turf system after the installation has been completed and accepted by the Convention and Sports Facilities Department.

Project Schedule: Contractor shall complete delivery and installation within 90 days after receipt of purchase order, or by September 1, 2014, whichever comes later.

Item	Quantity	Description
1	1 ea.	Portable Artificial Infill Turf System
2	1 ea.	Artificial Infill Turf Grooming Machine
3	1 ea.	Artificial Infill Turf Paint Removal Machine

4.1 ITEM 1 - PORTABLE ARTIFICIAL INFILL TURF SYSTEM MATERIAL SPECIFICATIONS

Manufacture/ Model: Matrix Turf 42 - 46 oz. Artificial Infill Turf System, or approved equal.

Standard	Property	Specification
ASTM D418/D5848	Pile Weight	42 -46 oz. / Sq. Yd.
ASTM D5848	Primary and Secondary Backing Weight	7.9 oz. /Sq. Yd.
ASTM D5848	Secondary Coating Weight	20 -22 oz. /Sq. Yd.
ASTM D5848	Total Weight	69.9 -75.9 oz. /Sq. Yd.
ASTM D1907	Yarn Denier	12,400
ASTM D418/D5848	Pile Height	Finished 2 ¼"-2 ½"
ASTM D5793	Tufting Gauge	1/2"
ASTM D5848	Primary Backing	Tri-layer woven Polypropylene
ASTM D5848	Secondary Coating	Polyurethane
ASTM D1335	Tuft Bind without Infill	10 lbs. +/-
ASTM D1682/D5034	Grab Tear (width)	275-287.4 lbs. Force
ASTM D1682/D5034	Grab Tear (length)	300-340.9 lbs. Force
ASTM D4991	Carpet Permeability	>40 inches/hour
ASTM D2859	Flammability (Pill Burn)	Pass
ASTM F355	G-max (Impact Attenuation)	<130 at installation <190 over warranty life
ASTM E-11	Realfill™ Infill	5 -6 lbs +/- -per square foot
	Fabric Width	15'
	Perforation	3/16" Holes 4" X 4"
	Yarn	250 microns & 150 microns

- 4.1.2 All characteristics listed above nominal +/- 5%.
- 4.1.3 The turf system incorporates life like individual blades of grass, tufted into the strongest and most dimensionally stable backing system with a polyurethane pre-coat for the ultimate in tuft-bind.
- 4.1.4 The turf is filled with cuboidal rubber infill (2.5 -3.0 lbs) - Reafill™.
- 4.1.5 Infill will be a minimum of 75% of synthetic turf pile height.
- 4.1.6 The monofilament fibers curl down to cover and trap the rubber granules preventing the system from expelling the infill upon impact.
- 4.1.7 The turf is a fully UV stabilized system ideal for outdoor use.
- 4.1.8 Contractor shall guarantee a G-Max (Surface Hardness) rating less than 130 at turf installation. Actual test and results shall be submitted to the Alamodome Facilities Manager before the final acceptance. Should the G-Max rating not fall within the acceptable rating of less than 130, the contractor shall provide all labor and material to bring the turf into the acceptable rating. All testing shall be at the expense of the Contractor.
- 4.1.9 Velcro utilized on installation shall be hook and loop Velcro, minimum 6 inches wide. The Velcro will be utilized to secure turf panels in place.
- 4.1.10 End Zones. Contractor shall provide 2 sets of green end zones measuring 30' x 172' for each End Zone for a total of 4 each End Zone's. The End Zones shall include all applicable inlays. This will allow the Alamodome the flexibility to paint for one game if needed and then switch out to a clean endzone for another game. The End Zones shall include inlays that CSF will provide to the awarded Contractor.

4.1.11 Alternate Portable Artificial Infill Turf System with blue End Zone layout

As an alternate option, vendors should submit a price for a green Alternate Portable Artificial Infill Turf System with blue End Zone layout with one set of blue end zones with UTSA logos inlaid and one set of green end zones with no inlays. The 2 sets of end zones (one blue and one green) should measure 30' x 172' for each End Zone for a total of 4 End Zone's. The End Zones shall include inlays that CSF will provide to the awarded Contractor.

- 4.1.12 Spare Infill: Contractor shall provide 6000 pounds of spare infill rubber (2000 pounds sacks).

4.2 ITEM 2 – Artificial Infill Turf Grooming Machine

Manufacturer/Model: Kromer Field Commander Turf Groomer, or Approve Equal.

4.2.1 Design

- Computer aided design/Computer aided manufacturing – CAD/CAM
- Precision laser cut and powder coated painted parts with infused labels and directions
- Modular components and assembly for quality, reliability, and ease of repair and maintenance
- For both natural turf and artificial turf indoor and outdoor usage
- For painting, grooming, spraying, fence line weed removal, and utility capabilities
- For removing painted lines, logos, end zones on synthetic turf as well as grooming the turf

4.2.2 Propulsion System

- Engine V Twin Cylinder
(Honda GX630, 97.9 lbs, 42 cu in (688 cm3). Net horsepower 20.3 hp (15.1 kW)
- Fuel System
6 gallon capacity total , 5 ½ gallon main, ½ gallon reserve capacity, aluminum fuel tank with tethered gas cap
- Hydraulics
Parker hoses and fittings with inline filter
Propelling pump
Infinitely variable, bidirectional, axial piston pump design
Direct coupled, tandem configuration, with auxiliary accessory pump
- Wheel Motors
2 Fixed displacements, bi-directional, high torque orbital wheel motors
Rated 7250 lb rear axle capacity

- Auxiliary Pump
Fixed displacement, gear pump
6CM3/rev and 5.46 GPM
- Cooling system for hydraulics
Aluminum heat exchanger, fan forced air exhausts from engine and hydraulics
12V, 5.4 fan 280 CFM
8" X 8" X 4.5"
- Hydraulic fluid tank with sight gauge and internal filter
5.4 gallons system capacity used 15w-50 or 20w-50, SL/SJ class engine oil
- Wheels and tires
Front 16 X 17.5-8 low ground pressure 4 ply Turf Tech
Rear 23 X 10.50-12 low ground pressure 4 ply Turf Tech
- Forward Speed (variable to) 11.8 MPH – reverse speed (variable to) 3 MPH

4.2.3 Electrical System

- Voltage/amperage – 12v, 20 ampere charge
- Battery – 340CCA/425CA
- 12v accessory receptacle-charger port
- Gauge package, hour meter, volt meter, paint PSI
- All harness wiring color-coded for ease of troubleshooting/maintenance
- High quality connectors- commercial soft shell pin and socket
- Quick disconnect couplers at forward accessories
- Modular assemblies for ease of maintenance and troubleshooting

4.2.4 Paint/Water Chemical Tank and Spraying System

- Top quality hoses and fittings
- Brass regulator/stainless steel internal seat and poppet
- Kromer customized Hypro High Pressure Paint Pump 290PSI 6 GPM
- Built in Storage Compartment and Cup Holder
- Paint System options
Ultra Pressure Line Painter with Easy Fast Fill can save up to 50% in paint costs
Low Pressure Line Painter with Easy Fast Fill
Spray boom 4 sizes
4 line painter heads available
- Tank System
65 gallon capacity
Custom patent pending design 62.5 gallon paint/water/chemical capacity
Durable corrosion proof high quality rotomolded plastic
Integral 2.5 gallon fresh water rinse tank (tank within a tank)
Easy outboard fill location for both tanks
Quick lock lid on main tank
Double filtration (basket filter, and inline bowl filter/strainer)
Ezy Fast Fill system Gulper pumps direct from a 5 gallon 70 lb paint pail into main tank
Cleans paint nozzles, paint lines and paint pump with fresh water in 1 minute

4.2.5 Ergonomics

- Ezy Fast Fill Paint system eliminates heavy lifting
- Larger Operator compartment increased steering wheel clearance, larger foot wells, improved accelerator foot pedal
- Cool grey seat with lumbar support has adjustable; variable rate suspension, seat back angle, armrest height and angle, for/aft movement
- Main painter head foot operated lift assist, (greatly reduced effort, a 72% reduction)
- All controls clearly marked
- Special process infused within powder coat paint
- Color coded and grouped

4.2.6 Versatility

- 35 + Options/Accessories
- Custom Modifications available
- Rear attachments

Quick Change System

No tools

1-2 minute changes

Hydraulic raise/lower and lock for precise depth of grooming

Float mode provides more versatility for field types, conditions and speed grooming

4.2.7 Dimensions

- Main tractor without options/accessories
 - Weight – 989 LBS
 - Length – 82.6"
 - Width – 45.6"
 - Height – 52.3"

4.2.8 Warranty

3 years on parts, 1 year on labor and 6 months on travel costs

4.3 ITEM 3 - Artificial Infill Turf Paint Removal Machine

Manufacturer/Model: Temp-Line Mantis Hydro Turf Paint Remover or Approved Equal

4.3.1 The Temp-Line Mantis Hydro Extractors uses pressurized water and hydraulic driven brushes to gently scrub and wash the field. Then the built in vacuum unit picks up and collects the dirt, paint and wastewater from the field with minimal disturbance to the infill, leaving the field clean, fresh and ready for the next paint job. The Temp-Line Mantis Hydro Extractor is gentle on the turf fibers. It can be used as often as possible to minimize paint and dirt build up and to clean and de-compact problem areas between events. The unit's unique all-in-one design will reduce manpower, shorten transition times, and keep the field looking better and lasting longer.

4.3.2 Features

- Modified 18.5 HP John Deere, zero turn tractor
- Honda powered hydraulic system used to power the two 18-inch nylon brushes that agitate the painted fibers before the power wash removal
- 13 HP Honda pressure washer with electric start, industrial pump and foot control used to power two 20 inch high pressure water spinners that power wash paint and grime off fields
- 5000 Watt Generator to power the 2HP, 55-gallon vacuum system.
- 70 gallon water tank
- 4 GPM (gallons per minute) water pump for the Temp-Line Mantis Hydro Extractor's highly unique "flood and remove" vacuum bar.
- A specialized vacuum bar system designed specifically for synthetic infield fields
- Adjustable cleaning path (20 to 40 inches)

4.4 REQUIREMENTS

4.4.1 The scope of the work to be performed in accordance with the specifications stated herein includes, but is not limited to, all requirements to provide a portable artificial infill turf system to cover the Alamodome floor from seating unit to seating unit, approximately 105,300 square feet (405' (north to south) X 256' (east to west) plus two additional end zones as specified on sections 4.1.10 & 4.1.11). The turf system needs to have the ability to be rolled up into rolls that are approximately 5 foot in diameter and do not weigh more than 7500 lbs when filled with rubber per roll; this is necessary so that the Alamodome can continue to utilize the equipment currently used for installation and removal of turf. The Contractor shall identify and provide all equipment necessary to accomplish the initial turf installation utilizing the CSF installation attachment. The contractor shall include in their bid response the required equipment needed for turf grooming, and paint removal for the bidders proposed artificial turf infill system.

Training: The successful Contractor shall provide on-site training to Alamodome staff on all aspects of properly maintaining the artificial infill turf system. Training will include turf installation, turf grooming, paint application, paint removal and turf removal. On-site training will be provided after Contractor completes the initial installation. Training will be located at the Alamodome, 100 Montana, San Antonio, Texas, 78203. Training will be provided to approximately 21 City employees. Training will be provided at City location, in one 8 hour training session and completed in one day. Contractor shall provide training materials for each City employee.

4.4.2 The Contractor shall provide an artificial infill turf system on which paint can be applied and removed without damaging the turf and without affecting the safety or playability of the turf. Example: The Alamodome clients have the ability to paint on the turf, such as fifty yard line center logos, advertising at the 20 yard lines and the entire

end zones. The Contractor shall provide a turf system which can be painted using Pioneer Manufacturing paint (Gameline Removable Paint), or approved equal and be removed by machine, using the Eco Templine (Mantis Hydro Extractor) or approved equal.

4.4.3 Turf Storage Racks: The Alamodome has 45 turf storage racks for storing the existing turf. Contractor's turf must safely fit in existing storage racks. Currently, there are 27 rolls of artificial infill turf that measure 15' X 172', 12 rolls that measure 15' X 135' and 6 rolls that measure 12' X 135', that are stored in the turf storage racks. The racks are made of ½" steel square tubing sturdy enough to hold an 7500 pound roll of artificial turf.

Size of storage racks:

Small rack: 7' wide X 10' long X 3' high

Large rack: 7' wide X 10' long X 6.5' high

4.4.4 The Contractor is responsible for obtaining all required permits and inspections, if applicable.

4.4.5 The Contractor shall supply all labor, materials, transportation, and tools necessary for the proper execution and completion of the work and shall complete the work in the best and most workmanlike manner, as stated in the specifications or reasonably implied there from. Contractor shall provide full time supervision and properly skilled craftsman to perform the work required under this bid invitation.

4.4.6 Unless specified to the contrary, all material used shall be new and of the best kinds and grades specified, and all workmanship shall be up to the best recognized standards known to the various trades.

4.4.7 **MEASUREMENTS**: Before ordering any material or doing any work, the Contractor shall verify all required measurements and shall be responsible for the correctness of same. No exchanges or compensation will be allowed on account of differences.

4.4.8 **PROTECTION OF WORK AND PROPERTY**: The Contractor shall confine his operations and work force 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 buildings, property, damaged grass/turf, other landscape vegetation, etc. Conduct site clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction. Contractor will provide temporary fences, barricades, coverings, or other protection as needed and required.

4.4.9 The Contractor shall furnish and pay for all means of removing all trash and debris generated by the work. The construction area shall be kept clean and maintained on a daily basis. No debris shall be dumped and left in or around the building or surrounding areas. Upon completion of the work, the construction area shall be left clean and free of any and all trash, scraps, cartons, etc. as deemed acceptable to the Alamodome.

4.4.10 The Contractor shall furnish to the City a written guarantee for the expected life of the artificial infill turf system with the bid response. Warranty shall begin upon City final acceptance of artificial infill turf system. Any work found to be defective due to workmanship and/or material shall be repaired or replaced by Contractor at no cost to the City.

4.5 SPECIFICATIONS

4.5.1 The City of San Antonio is requesting a Contractor to furnish all labor, material, and equipment for the delivery and initial installation of a portable artificial infill turf system for the Alamodome, and for removal and disposal of the City's existing portable artificial infill turf system. The existing system is currently housed in storage racks. Contractor will be required to remove it from the storage racks for final disposal.

4.5.2 Quality Insurance

a. **Manufacturer**: Bids must be for a product from a company specializing in the manufacturing of products specified in the bid document with a minimum of five years experience.

Contractor: Bids shall be considered only from contractors who are regularly established in the design, and installation of a portable artificial infill turf system, with a minimum of five years experience in the installation of a full size soccer and football field, financially responsible, able to show evidence of satisfactory past performance, competent, and are ready, willing, and able to render prompt and satisfactory service.

- c. **Materials:** All material shall be new, or new recycled in case of rubber infill, and shall meet or exceed the specifications listed herein.
 - d. **Inspection:** Manufacturer shall inspect all material prior to shipping. Contractor shall inspect materials upon receipt at the project site. All damaged or defective material shall be rejected and proper diligence shall be performed by the Contractor to receive the new material to complete the installation within the approved time frame.
- 4.5.3 Bids shall be considered only from a single Contractor who assumes complete responsibility for the installation of a turnkey portable artificial infill turf system.
- 4.5.4 Awarded Contractor to provide Submittals to include;
- a. **Shop Drawings:** Successful Contractor shall provide six (6) sets of drawings that will delineate the entire portable artificial infill turf system installation and removal process. Shop drawings will include all field dimensions, field markings, applicable inlaid Logos and details for NCAA football, layout of turf rolls, attachment methods, along with equipment needed for paint removal and turf grooming. Submit drawings for installation details, edge details, and goal post provision details.
 - b. Submittals shall be delivered via certified mail to Alamodome Facility Manager, 100 Montana Street, San Antonio, Texas, 78203, within 10 calendar days after issuance of Purchase Order to the successful Contractor. Facility Manager point of contact will be provided after contract award.
- 4.5.4.1 Product Data Required with Bid Response:** Submit data on products being offered, describing physical and performance characteristics, sizes, patterns, colors and method of installation with bid response.
- 4.5.5 The Alamodome facility is accessible 24 hours, 7 days a week and the successful Contractor shall have the opportunity to work as necessary to complete the project. Contractor must provide a proposed schedule in writing and submit for approval by Alamodome Management within 10 calendar days after award. The Contractor shall meet with Alamodome Management within 20 calendar days of award for approval of project work schedule. The project installation cannot begin without the approval of Alamodome Management. The Contractor is encouraged to perform installation in evenings, nights and weekends as required to meet the coordinated schedule and the Alamodome will make every effort to facilitate access during these hours.
- 4.5.6 The Contractor shall be responsible for all local, state and federal permits and building inspection requirements to install the turf system. The portable artificial in fill turf system shall meet ASTM D-2859 testing for flammability of floor coverings.
- 4.5.7 **Non-Performance.** Contactor may be removed for non-performance if the system installed by the successful Contractor does not perform accurately, or if the system does not perform for the purpose for which it was designed. If any material problems arise, during any phase of installation, with the Contractor's performance, the City of San Antonio will provide a written notice to the Contractor to resolve the problem. If the problem has not been satisfactorily resolved with 5 calendar days, the City will give the Contractor written notice to vacate the premises. The Contractor shall have 8 hours to vacate the premises following delivery of City's notice to do so and City may make a claim on the Contractor's performance bond.
- 4.5.8 **Patents/Copyrights.** The successful Contractor agrees to indemnify, defend and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied. Successful Contractor agrees to indemnify, defend and hold the City harmless from any patent or similar proceedings that are based on products sold, by the successful Contractor hereunder. Successful Contractor shall defend any such suits at its own expense, and the City shall have the right to have any such litigation monitored by its own counsel.
- 4.5.9 The finished playing surface shall appear as natural green grass with no irregularities and shall provide a surface for excellent traction for conventional athletic shoes of all types.
- 4.5.10 **Portability.** The proposed portable artificial infill turf system shall accommodate reconfiguration from a football configuration to an arena configuration (and vice versa), removal, storage, and installation of artificial infill turf system within a maximum of 36 hours. Contractor must accurately identify the time and resources required to achieve conversions (or reconfigurations) and provide this information with the bid. The portability of a superior

quality, widely accepted turf system is of utmost importance to the Alamodome. The system must be able to handle the dynamic conditions anticipated to occur in support of the event schedule already in place.

- 4.5.11 **Field Markings.** Turf system shall be marked with permanent inlaid white lines in accordance to National Collegiate Athletic Association (NCAA) rules and regulations for field markings. The Alamodome will work with the Contractor to approve font, size and design of the yard line numbers that will be inlaid on the field. In addition, two Alamodome logos, and logos for The University of San Antonio (UTSA) will need to be fabricated and inlaid into the field in accordance with NCAA rules and regulations.

The Alamodome will provide permanent inlaid lines and Logo design to the Contractor within 15 calendar days of award.

- 4.5.12 **Turf Equipment Requirements.** The Alamodome currently has custom made equipment (Refer to Attachment H) necessary to install and remove its current turf system. Contractor must provide a roll up system that can be utilized with the Alamodome's equipment. Contractor will need to provide all equipment necessary for paint removal and grooming of artificial turf infill system.

- 4.5.13 All bidders must submit to the Alamodome the following:

- a. The Contractor shall submit with its bid response a list of athletic fields, within a 200 mile radius of the City of San Antonio, that are currently utilizing the Contractors proposed Portable Artificial Infill Turf System. The City reserves the right to view and inspect the athletic fields. If the Contractor cannot submit a list of athletic fields within a 200 mile radius for the City to view and inspect, the Contractor shall submit a 15' wide X 15' long sample of the exact proposed Portable Artificial Turf System upon request by the City.
- b. The Contractor shall provide evidence, direct from the turf manufacturer that the installer is certified to install the type of artificial infill turf installation that contractor is bidding.

- 4.5.14 **Warranty and Maintenance Manuals.** A minimum of five (5) maintenance manuals with all warranty information shall be bound and delivered at the end of the project to Alamodome Facility Manager. Information must include complete procedural and maintenance information, detailed parts lists including diagrams with manufacturer's numbers, and any other pertinent information that will detail to Alamodome staff all methods of maintenance. Manuals must identify all limitations or conditions, which would result in the City of San Antonio being unable to receive repair or replacement at no cost of the proposed artificial turf surface (including backing and pad) within warranty period. Submit a copy of the Manufacturer's Warranty that guarantees the usability and playability of the artificial turf system for its intended uses commencing with the City of San Antonio's final acceptance. Warranty shall not be limited by amount or type of use if proper protection is taken by the owner as outlined by the Contractor.

4.6 INSTALLATION REQUIREMENTS

- 4.6.1 **Initial Installation:** The proposed artificial infill turf system shall be installed in full compliance with the manufacturer's recommendations and requirements. The successful Contractor shall protect all areas adjacent to the Alamodome floor during the installation work to prevent damage. All work areas shall be left clean and all debris removed from site at the end of each workday. All work shall be performed by trained technicians skilled in the installation of the portable artificial infill turf systems in a sports field environment, and as sufficient number of technician's shall be provided in order to accomplish the installation on schedule. All work shall be performed under the direct supervision of qualified, on-site personnel provided by Contractor. All work shall follow the approved schedule as coordinated with the Alamodome management. Staging areas shall be designed for the storage of the Contractor's equipment.

- 4.6.2 The rubber base pad will be installed (if needed) directly over the concrete floor. The Contractor will provide all labor and equipment to clean and prepare the floor to receive the pad.

- 4.6.3 The full width rolls of artificial turf shall be laid out across the field for complete installation and made ready for event ready. The installation pattern drawing will be provided to the awarded Contractor within 15 calendar days of contract award.

- 4.6.4 The awarded Contractor shall remove and dispose of the existing turf off site. The turf shall not be disposed in City waste containers or compactors.

4.6.5 Vendor needs to provide cobs and straps. The 45 "cobs" are 8" PVC pipe cut to length so that the turf can be rolled up on them. The straps are 3" wide nylon straps with "D" ring buckles used to hold turf together. CSF currently uses 2 straps per roll.

4.7 TURF EQUIPMENT - CITY OWNED CUSTOM MADE

4.7.1 The Alamodome has custom made equipment utilized to roll out and roll up turf, lift turf to storage racks and storage racks to store turf. The Contractor's proposed artificial infill turf system shall be compatible with the Alamodome custom equipment.

- a) Custom Made City Equipment - Artificial Infill Turf Storage Racks –
 - Small rack: 7'w x 10'l x 3'h
 - Large rack: 7'w x 10'l x 6.5'h
 - Made of heavy gauge steel that is sturdy enough to hold an 7500 lb roll of turf.
 - Refer to Attachment G for photographs of equipment
 - Contractors may view equipment at pre-submittal conference and site visit.

- b) Custom Made City Equipment - Artificial Infill Installation/Removal Equipment "Theo" – used to roll out the turf on the playing field and roll up the turf.
 - Approximately 17'w x 3'd x 4'h
 - Uses a 6" steel bar to fit inside turf roll in order to roll it up or roll it out
 - Utilizes a arm that is hydraulically driven to grab and hold turf in place so it does not unroll
 - Approximately 31" between bar and back of Theo. This is the max space for roll to go in.
 - Has 2 spots on back to attach to forklift
 - Chains used at base of unit to hold in place at the bottom
 - Bar fits into groove at the end of the arms to hold in place. Locked in place with a bolt.
 - Refer to Attachment H for photographs of equipment
 - Contractors may view equipment at pre-submittal conference and site visit.

- c) Custom Made City Equipment - Artificial Infill Spreader Bar – used to lift the rolls of turf in and out of storage racks.
 - 16'9" x 6'
 - Made of ½" steel
 - Has (2) 3' long pieces of chain at the end of the to attach to the bar to lift rolls
 - Has 2 fork channels that the forks from the forklift slide in to
 - Refer to Attachment I for photographs of equipment
 - Contractors may view equipment at pre-submittal conference and site visit.

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.

INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

L) Bidder and any Subcontractors are responsible for all damage to their own equipment and/or property.

Incorporation of Attachments.

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

- Attachment A – Price Schedule
- Attachment B – Supplemental Information Related to the State of Texas Conflict of Interest
- Attachment C – Non Discrimination Language
- Attachment D – Local Preference Program Identification Form
- Attachment E – Veteran-Owned Small Business Preference Program
- Attachment F – Reference List
- Attachment G – Photograph of City Custom Made Equipment - Artificial Infill Turf Storage Racks
- Attachment H – Photographs of City Custom Made Equipment - Artificial Infill Installation/Removal Equipment
- Attachment I – Photographs of City Custom Made Equipment - Artificial Infill Spreader Bar

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 \$5,000.00. The Bid Bond shall be valid for 120 days following the deadline for submission of bids. The Bid Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Bidder is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any bids received without a Bid Bond will be disqualified.

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

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 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.

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.**

ORIGINAL

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

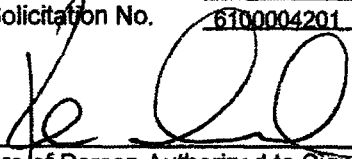
to the best of his/her knowledge, all information is true and correct.

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.	<u>V10019895</u>
Signer's Name	<u>Kevin Swank</u>
Name of Business	<u>Swank Sports, Inc. DBA AstroBuilders, Inc.</u>
Street Address	<u>267 Old Highway 71</u>
City, State, Zip Code	<u>Cedar Creek, TX 78612</u>
Email Address	<u>kevin@swanksports.com</u>
Telephone No.	<u>512-985-6426</u>
Fax No.	<u>512-985-6426</u>
City's Solicitation No.	<u>610004201</u>



 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

PRICE SCHEDULE FOR ALTERNATE No. 1
AND No. 2

ORIGINAL

Alternate No. 1

Portable Artificial Infill Turf System, Matrix Turf 42 - 46 oz. Artificial Infill Turf System, or approved equal.

1 Each

\$ 765,400.00

Brand Name of Product being submitted: AstroTurf

Model Number being submitted: AstroTurf PolyKnit System

Alternate No. 2

Artificial Infill Turf Paint Removal Machine, Temp-Line Mantis Hydro Extractor, or approved equal.

1 Each

\$ 36,500⁰⁰

Brand Name of Product being submitted: PIONEER ATHLETICS

Model Number being submitted: PAINT EXTRACTOR.

Payment Terms: Prompt payment discount 0 % days (if no discount is offered, net 30 will apply).

ACCOUNT REPRESENTATIVE

Bidder shall list the account representative information servicing the City's account if awarded this contract.

Name: Kevin Swank 

Title: President

Facility Address: 267 Old Highway 71, Cedar Creek, TX 78612

Office Phone: 512-985-6426

Fax: 512-985-6426

Email: kevin@swanksports.com

Attachment D
City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

The City of San Antonio Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, establishes a local preference for specific contracting categories. Each time a bidder or respondent submits a bid for a solicitation, this Local Preference Program Identification Form must be completed and turned in with the solicitation response in order to be identified as a local business and receive the preference described below. The City will not rely on Local Preference Program Identification Forms submitted with prior or contemporaneous bids or proposals.

The Local Preference Program allows the City to grant a preference in the award of the following types of contracts, when selection is made based on price alone:

- Personal Property (Goods / Supplies): The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 or more;
- Non-professional Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$500,000;
- Construction Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$100,000, excluding contracts awarded using alternative delivery methods.

The Local Preference Program also allows the award of additional points, when multiple evaluation criteria are used in the award of professional service contracts, where the selection process is not governed by statute and in revenue generating and concession contracts. A business meeting the definition of local business stated below may be awarded 10 points for being headquartered within the city, or 5 points for having a local office within the city.

A local business (a.k.a. a City Business) is defined as a business headquartered within the incorporated San Antonio city limits OR one that meets the following conditions:

- Has an established place of business for at least one year in the incorporated limits of the City:
 - (a) from which at least 100 of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based; and
 - (b) from which a substantial role in the business' performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

A location utilized solely as a post office box, mail drop or telephone message center or any similar combination, with no other substantial work function, is not a local business.

For the purposes of this program, Headquartered is defined as the place where a business entity's officers direct, control, and coordinate the entity's activities.

THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING TO BE IDENTIFIED AS A LOCAL BUSINESS

Name of Business:	Swank Sports, Inc. DBA AstroBuilders, Inc.
Physical Address:	267 Old Hwy. 71
City, State, Zip Code:	Cedar Creek, TX 78612
Phone Number:	512-985-6426
Email Address:	Kevin@SwankSports.com

Attachment D
City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

Is Business headquartered within the incorporated San Antonio city limits? (circle one)	Yes	<input checked="" type="radio"/> No
If the answer to the question above is "Yes", stop here. If the answer to the above question is "No", provide responses to the following questions:		
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	<input checked="" type="radio"/> No
Has the business been located in the incorporated San Antonio city limits for at least one year? (circle one)	Yes	<input checked="" type="radio"/> No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	<input checked="" type="radio"/> No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	<input checked="" type="radio"/> No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	Yes	<input checked="" type="radio"/> No

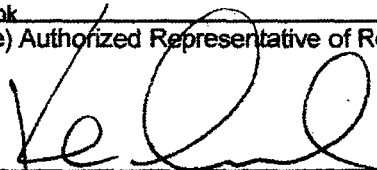
ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Local Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Local Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

RESPONDENT'S FULL NAME:

Kevin Swank
(Print Name) Authorized Representative of Respondent


(Signature) Authorized Representative of Respondent

President
Title

City of San Antonio
Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: Alamodome Turf Project/ 6100004201

Name of Respondent:	Swank Sports, Inc DBA AstroBuilders, Inc.	
Physical Address:	267 Old Highway 71	
City, State, Zip Code:	Cedar Creek, TX 78612	
Phone Number:	512-985-6426	
Email Address:	kevin@swanksports.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Dollar Amount		

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	<input checked="" type="radio"/> No
Name of SUBCONTRACTOR Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is SUBCONTRACTOR certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the SBA Certification #		
If not certified by the SBA, is SUBCONTRACTOR certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the name of the entity who has certified SUBCONTRACTOR as a VOSB. Include any identifying certification numbers.		
Participation Dollar Amount		

City of San Antonio
Veteran-Owned Small Business Program Tracking Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on Veteran-Owned Small Business Program Tracking Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Program Tracking Form may be investigated and I hereby give my full permission for any such investigation. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

BIDDER/RESPONDENT'S FULL NAME:

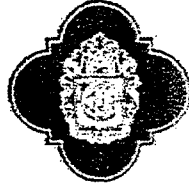
Kevin Swank
(Print Name) Authorized Representative of Bidder/Respondent


(Signature) Authorized Representative of Bidder/Respondent

President
Title

04/29/2014
Date

This Veteran-Owned Small Business Program Tracking Form must be submitted with the Bidder/Respondent's bid/proposal.



City of San Antonio

ADDENDUM II

SUBJECT: Alamodome Turf Project - invitation for Bid No. IFB 6100004201

FROM: Paul J. Calapa, Procurement Administrator

DATE: May 8, 2014

THIS NOTICE SHALL SERVE AS ADDENDUM NO. II - TO THE ABOVE REFERENCED INVITATION FOR BID

THE ABOVE MENTIONED INVITATION FOR BID AND RESULTING CONTRACT ARE HEREBY AMENDED AS FOLLOWS:

1. Changes to Section 004 - Specifications / Scope of Services

Specifications, Paragraph 4 is hereby revised by deleting the following:

~~Project Schedule: Contractor shall complete delivery and installation within 90 days after receipt of purchase order, or by September 1, 2014, whichever comes later.~~

The deleted sentence is hereby replaced with the following:

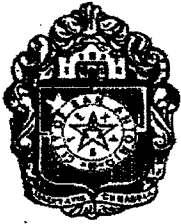
~~Project Schedule: Contractor shall complete delivery and installation by September 1, 2014.~~

A handwritten signature in black ink, appearing to read 'Paul J. Calapa'.

Paul J. Calapa
Procurement Administrator
Finance Department - Procurement Division

Agreed and accepted by:

A handwritten signature in black ink, appearing to be a stylized name.
Date: 4/8/14



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

FORMAL INVITATION FOR BID ("IFB") NO.: 6100004201

ALAMODOME TURF PROJECT

Date Issued: APRIL 15, 2014

BIDS MUST BE RECEIVED NO LATER THAN:
2:00 PM APRIL 30, 2014

Bids may be submitted by any of the following means:

Electronic submission through the Portal

Hard copy in person or by mail

Address for hard copy responses:

Physical Address:

City Clerk's Office

100 Military Plaza

2nd Floor, City Hall

San Antonio, Texas 78205

Mailing Address:

City Clerk's Office

P.O. Box 839966

San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"ALAMODOME TURF PROJECT"

Bid Due Date: 2:00 p.m., APRIL 30, 2014

Bid No.: 6100004201

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: N/A

DBE / ACDBE Requirements:

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

Pre-Submittal Conference * YES

* If YES, the Pre-Submittal conference will be held on APRIL 18, 2014 at 3:00 PM at ALAMODOME 100 MONTANA MEETING ROOM M, SAN ANTONIO, TX 78203. A site visit will immediately follow the pre-submittal conference.

Staff Contact Person: SHARON GUERRERO, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966.

Email: SHARON.GUERRERO@SANANTONIO.GOV

SBEDA Contact Information: EDSON ZAVALA, 210-207-3962, EDSON.ZAVALA@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

4.0 BACKGROUND

The City of San Antonio is soliciting bids for a Contractor to furnish approximately 105,300 square feet of portable artificial infill turf system including all labor, materials, tools, equipment and training necessary for the delivery and complete installation located at the Alamodome, 100 Montana, San Antonio, Texas, 78203, in accordance with the specifications listed herein. Equipment shall include a turf grooming machine and a turf paint removal machine. This turf replacement is necessary due to the age and condition of the existing turf system.

The turf system shall be suitable for play by all major sports, including but not limited to the National Football League (NFL), National Collegiate Athletic Association (NCAA), Major League Soccer (MLS) and Federation International de Football Association (FIFA). The contractor shall provide with their bid responses references for fields that the organizations have used or are currently using that have the portable artificial turf infill system that contractor is bidding; or letter from organizations on official letterhead stating that the Contractors artificial infill turf system is approved for play by the organizations.

The City will assume ownership of the turf system after the installation has been completed and accepted by the Convention and Sports Facilities Department.

Project Schedule: Contractor shall complete delivery and installation within 90 days after receipt of purchase order, or by September 1, 2014, whichever comes later.

Item	Quantity	Description
1	1 ea.	Portable Artificial Infill Turf System
2	1 ea.	Artificial Infill Turf Grooming Machine
3	1 ea.	Artificial Infill Turf Paint Removal Machine

4.1 ITEM 1 - PORTABLE ARTIFICIAL INFILL TURF SYSTEM MATERIAL SPECIFICATIONS

Manufacture/ Model: Matrix Turf 42 - 46 oz. Artificial Infill Turf System, or approved equal.

Standard	Property	Specification
ASTM D418/D5848	Pile Weight	42 -46 oz. / Sq. Yd.
ASTM D5848	Primary and Secondary Backing Weight	7.9 oz. /Sq. Yd.
ASTM D5848	Secondary Coating Weight	20 -22 oz. /Sq. Yd.
ASTM D5848	Total Weight	69.9 -75.9 oz. /Sq. Yd.
ASTM D1907	Yarn Denier	12,400
ASTM D418/D5848	Pile Height	Finished 2 ¼"-2 ½"
ASTM D5793	Tufting Gauge	1/2"
ASTM D5848	Primary Backing	Tri-layer woven Polypropylene
ASTM D5848	Secondary Coating	Polyurethane
ASTM D1335	Tuft Bind without Infill	10 lbs. +/-
ASTM D1682/D5034	Grab Tear (width)	275-287.4 lbs. Force
ASTM D1682/D5034	Grab Tear (length)	300-340.9 lbs. Force
ASTM D4991	Carpet Permeability	>40 inches/hour
ASTM D2859	Flammability (Pill Burn)	Pass
ASTM F355	G-max (Impact Attenuation)	<130 at installation <190 over warranty life
ASTM E-11	Reafill™ Infill	5 -6 lbs +/-per square foot
	Fabric Width	15'
	Perforation	3/16" Holes 4" X 4"
	Yarn	250 microns & 150 microns

- 4.1.2 All characteristics listed above nominal +/- 5%.
- 4.1.3 The turf system incorporates life like individual blades of grass, tufted into the strongest and most dimensionally stable backing system with a polyurethane pre-coat for the ultimate in tuft-bind.
- 4.1.4 The turf is filled with cuboidal rubber infill (2.5 -3.0 lbs) - Reafill™.
- 4.1.5 Infill will be a minimum of 75% of synthetic turf pile height.
- 4.1.6 The monofilament fibers curl down to cover and trap the rubber granules preventing the system from expelling the infill upon impact.
- 4.1.7 The turf is a fully UV stabilized system ideal for outdoor use.
- 4.1.8 Contractor shall guarantee a G-Max (Surface Hardness) rating less than 130 at turf installation. Actual test and results shall be submitted to the Alamodome Facilities Manager before the final acceptance. Should the G-Max rating not fall within the acceptable rating of less than 130, the contractor shall provide all labor and material to bring the turf into the acceptable rating. All testing shall be at the expense of the Contractor.
- 4.1.9 Velcro utilized on installation shall be hook and loop Velcro, minimum 6 inches wide. The Velcro will be utilized to secure turf panels in place.
- 4.1.10 End Zones. Contractor shall provide 2 sets of green end zones measuring 30' x 172' for each End Zone for a total of 4 each End Zone's. ~~The End Zones shall include all applicable inlays.~~ This will allow the Alamodome the flexibility to paint for one game if needed and then switch out to a clean endzone for another game. ~~The End Zones shall include inlays that CSF will provide to the awarded Contractor.~~

4.1.11 Alternate Portable Artificial Infill Turf System with blue End Zone layout

As an alternate option, vendors should submit a price for a green Alternate Portable Artificial Infill Turf System with blue End Zone layout with one set of blue end zones with UTSA logos inlaid and one set of green end zones with no inlays. The 2 sets of end zones (one blue and one green) should measure 30' x 172' for each End Zone for a total of 4 End Zone's. ~~The End Zones shall include inlays that CSF will provide to the awarded Contractor.~~

- 4.1.12 Spare Infill: Contractor shall provide 6000 pounds of spare infill rubber (2000 pounds sacks).

4.2 ITEM 2 – Artificial Infill Turf Grooming Machine

Manufacturer/Model: Kromer Field Commander Turf Groomer, or Approve Equal.

4.2.1 Design

- Computer aided design/Computer aided manufacturing – CAD/CAM
- Precision laser cut and powder coated painted parts with infused labels and directions
- Modular components and assembly for quality, reliability, and ease of repair and maintenance
- For both natural turf and artificial turf indoor and outdoor usage
- For painting, grooming, spraying, fence line weed removal, and utility capabilities
- For removing painted lines, logos, end zones on synthetic turf as well as grooming the turf

4.2.2 Propulsion System

- Engine V Twin Cylinder
(Honda GX630, 97.9 lbs, 42 cu in (688 cm3). Net horsepower 20.3 hp (15.1 kW)
- Fuel System
6 gallon capacity total , 5 ½ gallon main, ½ gallon reserve capacity, aluminum fuel tank with tethered gas cap
- Hydraulics
Parker hoses and fittings with inline filter
Propelling pump
Infinitely variable, bidirectional, axial piston pump design
Direct coupled, tandem configuration, with auxiliary accessory pump
- Wheel Motors
2 Fixed displacements, bi-directional, high torque orbital wheel motors
Rated 7250 lb rear axle capacity

- Auxiliary Pump
Fixed displacement, gear pump
6CM3/rev and 5.46 GPM
- Cooling system for hydraulics
Aluminum heat exchanger, fan forced air exhausts from engine and hydraulics
12V, 5.4 fan 280 CFM
8" X 8" X 4.5"
- Hydraulic fluid tank with sight gauge and internal filter
5.4 gallons system capacity used 15w-50 or 20w-50, SL/SJ class engine oil
- Wheels and tires
Front 16 X 17.5-8 low ground pressure 4 ply Turf Tech
Rear 23 X 10.50-12 low ground pressure 4 ply Turf Tech
- Forward Speed (variable to) 11.8 MPH – reverse speed (variable to) 3 MPH

4.2.3 Electrical System

- Voltage/amperage – 12v, 20 ampere charge
- Battery – 340CCA/425CA
- 12v accessory receptacle-charger port
- Gauge package, hour meter, volt meter, paint PSI
- All harness wiring color-coded for ease of troubleshooting/maintenance
- High quality connectors- commercial soft shell pin and socket
- Quick disconnect couplers at forward accessories
- Modular assemblies for ease of maintenance and troubleshooting

4.2.4 Paint/Water Chemical Tank and Spraying System

- Top quality hoses and fittings
- Brass regulator/stainless steel internal seat and poppet
- Krömer customized Hypro High Pressure Paint Pump 290PSI 6 GPM
- Built in Storage Compartment and Cup Holder
- Paint System options
Ultra Pressure Line Painter with Easy Fast Fill can save up to 50% in paint costs
Low Pressure Line Painter with Easy Fast Fill
Spray boom 4 sizes
4 line painter heads available
- Tank System
65 gallon capacity
Custom patent pending design 62.5 gallon paint/water/chemical capacity
Durable corrosion proof high quality rotomolded plastic
Integral 2.5 gallon fresh water rinse tank (tank within a tank)
Easy outboard fill location for both tanks
Quick lock lid on main tank
Double filtration (basket filter, and inline bowl filter/strainer)
Ezy Fast Fill system Gulper pumps direct from a 5 gallon 70 lb paint pail into main tank
Cleans paint nozzles, paint lines and paint pump with fresh water in 1 minute

4.2.5 Ergonomics

- Ezy Fast Fill Paint system eliminates heavy lifting
- Larger Operator compartment increased steering wheel clearance, larger foot wells, improved accelerator foot pedal
- Cool grey seat with lumbar support has adjustable; variable rate suspension, seat back angle, armrest height and angle, for/aft movement
- Main painter head foot operated lift assist, (greatly reduced effort, a 72% reduction)
- All controls clearly marked
- Special process infused within powder coat paint
- Color coded and grouped

4.2.6 Versatility

- 35 + Options/Accessories
- Custom Modifications available
- Rear attachments

Quick Change System

No tools

1-2 minute changes

Hydraulic raise/lower and lock for precise depth of grooming

Float mode provides more versatility for field types, conditions and speed grooming

4.2.7 Dimensions

- Main tractor without options/accessories

Weight – 989 LBS

Length – 82.6"

Width – 45.6"

Height – 52.3"

4.2.8 Warranty

3 years on parts, 1 year on labor and 6 months on travel costs

4.3 ITEM 3 - Artificial Infill Turf Paint Removal Machine

Manufacturer/Model: Temp-Line Mantis Hydro Turf Paint Remover or Approved Equal

4.3.1 The Temp-Line Mantis Hydro Extractors uses pressurized water and hydraulic driven brushes to gently scrub and wash the field. Then the built in vacuum unit picks up and collects the dirt, paint and wastewater from the field with minimal disturbance to the infill, leaving the field clean, fresh and ready for the next paint job. The Temp-Line Mantis Hydro Extractor is gentle on the turf fibers. It can be used as often as possible to minimize paint and dirt build up and to clean and de-compact problem areas between events. The unit's unique all-in-one design will reduce manpower, shorten transition times, and keep the field looking better and lasting longer.

4.3.2 Features

- Modified 18.5 HP John Deere, zero turn tractor
- Honda powered hydraulic system used to power the two 18-inch nylon brushes that agitate the painted fibers before the power wash removal
- 13 HP Honda pressure washer with electric start, industrial pump and foot control used to power two 20 inch high pressure water spinners that power wash paint and grime off fields
- 5000 Watt Generator to power the 2HP, 55-gallon vacuum system.
- 70 gallon water tank
- 4 GPM (gallons per minute) water pump for the Temp-Line Mantis Hydro Extractor's highly unique "flood and remove" vacuum bar.
- A specialized vacuum bar system designed specifically for synthetic infield fields
- Adjustable cleaning path (20 to 40 inches)

4.4 REQUIREMENTS

4.4.1 The scope of the work to be performed in accordance with the specifications stated herein includes, but is not limited to, all requirements to provide a portable artificial infill turf system to cover the Alamodome floor from seating unit to seating unit, approximately 105,300 square feet (405' (north to south) X 256' (east to west) plus two additional end zones as specified on sections 4.1.10 & 4.1.11). The turf system needs to have the ability to be rolled up into rolls that are approximately 5 foot in diameter and do not weigh more than 7500 lbs when filled with rubber per roll; this is necessary so that the Alamodome can continue to utilize the equipment currently used for installation and removal of turf. The Contractor shall identify and provide all equipment necessary to accomplish the initial turf installation utilizing the CSF installation attachment. The contractor shall include in their bid response the required equipment needed for turf grooming, and paint removal for the bidders proposed artificial turf infill system.

Training: The successful Contractor shall provide on-site training to Alamodome staff on all aspects of properly maintaining the artificial infill turf system. Training will include turf installation, turf grooming, paint application, paint removal and turf removal. On-site training will be provided after Contractor completes the initial installation. Training will be located at the Alamodome, 100 Montana, San Antonio, Texas, 78203. Training will be provided to approximately 21 City employees. Training will be provided at City location, in one 8 hour training session and completed in one day. Contractor shall provide training materials for each City employee.

4.4.2 The Contractor shall provide an artificial infill turf system on which paint can be applied and removed without damaging the turf and without affecting the safety or playability of the turf. Example: The Alamodome clients have the ability to paint on the turf, such as fifty yard line center logos, advertising at the 20 yard lines and the entire

end zones. The Contractor shall provide a turf system which can be painted using Pioneer Manufacturing paint (Gameline Removable Paint), or approved equal and be removed by machine, using the Eco Templine (Mantis Hydro Extractor) or approved equal.

4.4.3 Turf Storage Racks: The Alamodome has 45 turf storage racks for storing the existing turf. Contractor's turf must safely fit in existing storage racks. Currently, there are 27 rolls of artificial infill turf that measure 15' X 172', 12 rolls that measure 15' X 135' and 6 rolls that measure 12' X 135', that are stored in the turf storage racks. The racks are made of ½" steel square tubing sturdy enough to hold an 7500 pound roll of artificial turf.

Size of storage racks:

Small rack: 7' wide X 10' long X 3' high

Large rack: 7' wide X 10' long X 6.5' high

4.4.4 The Contractor is responsible for obtaining all required permits and inspections, if applicable.

4.4.5 The Contractor shall supply all labor, materials, transportation, and tools necessary for the proper execution and completion of the work and shall complete the work in the best and most workmanlike manner, as stated in the specifications or reasonably implied there from. Contractor shall provide full time supervision and properly skilled craftsman to perform the work required under this bid invitation.

4.4.6 Unless specified to the contrary, all material used shall be new and of the best kinds and grades specified, and all workmanship shall be up to the best recognized standards known to the various trades.

4.4.7 **MEASUREMENTS**: Before ordering any material or doing any work, the Contractor shall verify all required measurements and shall be responsible for the correctness of same. No exchanges or compensation will be allowed on account of differences.

4.4.8 **PROTECTION OF WORK AND PROPERTY**: The Contractor shall confine his operations and work force 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 buildings, property, damaged grass/turf, other landscape vegetation, etc. Conduct site clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from authorities having jurisdiction. Contractor will provide temporary fences, barricades, coverings, or other protection as needed and required.

4.4.9 The Contractor shall furnish and pay for all means of removing all trash and debris generated by the work. The construction area shall be kept clean and maintained on a daily basis. No debris shall be dumped and left in or around the building or surrounding areas. Upon completion of the work, the construction area shall be left clean and free of any and all trash, scraps, cartons, etc. as deemed acceptable to the Alamodome.

4.4.10 The Contractor shall furnish to the City a written guarantee for the expected life of the artificial infill turf system with the bid response. Warranty shall begin upon City final acceptance of artificial infill turf system. Any work found to be defective due to workmanship and/or material shall be repaired or replaced by Contractor at no cost to the City.

4.5 SPECIFICATIONS

4.5.1 The City of San Antonio is requesting a Contractor to furnish all labor, material, and equipment for the delivery and initial installation of a portable artificial infill turf system for the Alamodome, and for removal and disposal of the City's existing portable artificial infill turf system. The existing system is currently housed in storage racks. Contractor will be required to remove it from the storage racks for final disposal.

4.5.2 Quality Insurance

- a. **Manufacturer**: Bids must be for a product from a company specializing in the manufacturing of products specified in the bid document with a minimum of five years experience.

Contractor: Bids shall be considered only from contractors who are regularly established in the design, and installation of a portable artificial infill turf system, with a minimum of five years experience in the installation of a full size soccer and football field, financially responsible, able to show evidence of satisfactory past performance, competent, and are ready, willing, and able to render prompt and satisfactory service.

- c. **Materials:** All material shall be new, or new recycled in case of rubber infill, and shall meet or exceed the specifications listed herein.
 - d. **Inspection:** Manufacturer shall inspect all material prior to shipping. Contractor shall inspect materials upon receipt at the project site. All damaged or defective material shall be rejected and proper diligence shall be performed by the Contractor to receive the new material to complete the installation within the approved time frame.
- 4.5.3 Bids shall be considered only from a single Contactor who assumes complete responsibility for the installation of a turnkey portable artificial infill turf system.
- 4.5.4 Awarded Contractor to provide Submittals to include;
- a. **Shop Drawings:** Successful Contractor shall provide six (6) sets of drawings that will delineate the entire portable artificial infill turf system installation and removal process. Shop drawings will include all field dimensions, field markings, applicable inlaid Logos and details for NCAA football, layout of turf rolls, attachment methods, along with equipment needed for paint removal and turf grooming. Submit drawings for installation details, edge details, and goal post provision details.
 - b. Submittals shall be delivered via certified mail to Alamodome Facility Manager, 100 Montana Street, San Antonio, Texas, 78203, within 10 calendar days after issuance of Purchase Order to the successful Contractor. Facility Manager point of contact will be provided after contract award.
- 4.5.4.1 Product Data Required with Bid Response:** Submit data on products being offered, describing physical and performance characteristics, sizes, patterns, colors and method of installation with bid response.
- 4.5.5 The Alamodome facility is accessible 24 hours, 7 days a week and the successful Contractor shall have the opportunity to work as necessary to complete the project. Contractor must provide a proposed schedule in writing and submit for approval by Alamodome Management within 10 calendar days after award. The Contractor shall meet with Alamodome Management within 20 calendar days of award for approval of project work schedule. The project installation cannot begin without the approval of Alamodome Management. The Contractor is encouraged to perform installation in evenings, nights and weekends as required to meet the coordinated schedule and the Alamodome will make every effort to facilitate access during these hours.
- 4.5.6 The Contractor shall be responsible for all local, state and federal permits and building inspection requirements to install the turf system. The portable artificial in fill turf system shall meet ASTM D-2859 testing for flammability of floor coverings.
- 4.5.7 **Non-Performance.** Contactor may be removed for non-performance if the system installed by the successful Contractor does not perform accurately, or if the system does not perform for the purpose for which it was designed. If any material problems arise, during any phase of installation, with the Contractor's performance, the City of San Antonio will provide a written notice to the Contractor to resolve the problem. If the problem has not been satisfactorily resolved with 5 calendar days, the City will give the Contractor written notice to vacate the premises. The Contractor shall have 8 hours to vacate the premises following delivery of City's notice to do so and City may make a claim on the Contractor's performance bond.
- 4.5.8 **Patents/Copyrights.** The successful Contractor agrees to indemnify, defend and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied. Successful Contractor agrees to indemnify, defend and hold the City harmless from any patent or similar proceedings that are based on products sold, by the successful Contractor hereunder. Successful Contractor shall defend any such suits at its own expense, and the City shall have the right to have any such litigation monitored by its own counsel.
- 4.5.9 The finished playing surface shall appear as natural green grass with no irregularities and shall provide a surface for excellent traction for conventional athletic shoes of all types.
- 4.5.10 **Portability.** The proposed portable artificial infill turf system shall accommodate reconfiguration from a football configuration to an arena configuration (and vice versa), removal, storage, and installation of artificial infill turf system within a maximum of 36 hours. Contractor must accurately identify the time and resources required to achieve conversions (or reconfigurations) and provide this information with the bid. The portability of a superior

quality, widely accepted turf system is of utmost importance to the Alamodome. The system must be able to handle the dynamic conditions anticipated to occur in support of the event schedule already in place.

- 4.5.11 **Field Markings.** Turf system shall be marked with permanent inlaid white lines in accordance to National Collegiate Athletic Association (NCAA) rules and regulations for field markings. The Alamodome will work with the Contractor to approve font, size and design of the yard line numbers that will be inlaid on the field. In addition, two Alamodome logos, and logos for The University of San Antonio (UTSA) will need to be fabricated and inlaid into the field in accordance with NCAA rules and regulations.

The Alamodome will provide permanent inlaid lines and Logo design to the Contractor within 15 calendar days of award.

- 4.5.12 **Turf Equipment Requirements.** The Alamodome currently has custom made equipment (Refer to Attachment H) necessary to install and remove its current turf system. Contractor must provide a roll up system that can be utilized with the Alamodome's equipment. Contractor will need to provide all equipment necessary for paint removal and grooming of artificial turf infill system.

- 4.5.13 All bidders must submit to the Alamodome the following:

- a. The Contractor shall submit with its bid response a list of athletic fields, within a 200 mile radius of the City of San Antonio, that are currently utilizing the Contractors proposed Portable Artificial Infill Turf System. The City reserves the right to view and inspect the athletic fields. If the Contractor cannot submit a list of athletic fields within a 200 mile radius for the City to view and inspect, the Contractor shall submit a 15' wide X 15' long sample of the exact proposed Portable Artificial Turf System upon request by the City.
- b. The Contractor shall provide evidence, direct from the turf manufacturer that the installer is certified to install the type of artificial infill turf installation that contractor is bidding.

- 4.5.14 **Warranty and Maintenance Manuals.** A minimum of five (5) maintenance manuals with all warranty information shall be bound and delivered at the end of the project to Alamodome Facility Manager. Information must include complete procedural and maintenance information, detailed parts lists including diagrams with manufacturer's numbers, and any other pertinent information that will detail to Alamodome staff all methods of maintenance. Manuals must identify all limitations or conditions, which would result in the City of San Antonio being unable to receive repair or replacement at no cost of the proposed artificial turf surface (including backing and pad) within warranty period. Submit a copy of the Manufacturer's Warranty that guarantees the usability and playability of the artificial turf system for its intended uses commencing with the City of San Antonio's final acceptance. Warranty shall not be limited by amount or type of use if proper protection is taken by the owner as outlined by the Contractor.

4.6 INSTALLATION REQUIREMENTS

- 4.6.1 **Initial Installation:** The proposed artificial infill turf system shall be installed in full compliance with the manufacturer's recommendations and requirements. The successful Contractor shall protect all areas adjacent to the Alamodome floor during the installation work to prevent damage. All work areas shall be left clean and all debris removed from site at the end of each workday. All work shall be performed by trained technicians skilled in the installation of the portable artificial infill turf systems in a sports field environment, and as sufficient number of technician's shall be provided in order to accomplish the installation on schedule. All work shall be performed under the direct supervision of qualified, on-site personnel provided by Contractor. All work shall follow the approved schedule as coordinated with the Alamodome management. Staging areas shall be designed for the storage of the Contractor's equipment.
- 4.6.2 The rubber base pad will be installed (if needed) directly over the concrete floor. The Contractor will provide all labor and equipment to clean and prepare the floor to receive the pad.
- 4.6.3 The full width rolls of artificial turf shall be laid out across the field for complete installation and made ready for event ready. The installation pattern drawing will be provided to the awarded Contractor within 15 calendar days of contract award.
- 4.6.4 The awarded Contractor shall remove and dispose of the existing turf off site. The turf shall not be disposed in City waste containers or compactors.

4.6.5 Vendor needs to provide cobs and straps. The 45 "cobs" are 8" PVC pipe cut to length so that the turf can be rolled up on them. The straps are 3" wide nylon straps with "D" ring buckles used to hold turf together. CSF currently uses 2 straps per roll.

4.7 TURF EQUIPMENT - CITY OWNED CUSTOM MADE

4.7.1 The Alamodome has custom made equipment utilized to roll out and roll up turf, lift turf to storage racks and storage racks to store turf. The Contractor's proposed artificial infill turf system shall be compatible with the Alamodome custom equipment.

- a) Custom Made City Equipment - Artificial Infill Turf Storage Racks –
 - Small rack: 7'w x 10'l x 3'h
 - Large rack: 7'w x 10'l x 6.5'h
 - Made of heavy gauge steel that is sturdy enough to hold an 7500 lb roll of turf.
 - Refer to Attachment G for photographs of equipment
 - Contractors may view equipment at pre-submittal conference and site visit.

- b) Custom Made City Equipment - Artificial Infill Installation/Removal Equipment "Theo" – used to roll out the turf on the playing field and roll up the turf.
 - Approximately 17'w x 3'd x 4'h
 - Uses a 6" steel bar to fit inside turf roll in order to roll it up or roll it out
 - Utilizes a arm that is hydraulically driven to grab and hold turf in place so it does not unroll
 - Approximately 31" between bar and back of Theo. This is the max space for roll to go in.
 - Has 2 spots on back to attach to forklift
 - Chains used at base of unit to hold in place at the bottom
 - Bar fits into groove at the end of the arms to hold in place. Locked in place with a bolt.
 - Refer to Attachment H for photographs of equipment
 - Contractors may view equipment at pre-submittal conference and site visit.

- c) Custom Made City Equipment - Artificial Infill Spreader Bar – used to lift the rolls of turf in and out of storage racks.
 - 16'9" x 6'
 - Made of ½" steel
 - Has (2) 3' long pieces of chain at the end of the to attach to the bar to lift rolls
 - Has 2 fork channels that the forks from the forklift slide in to
 - Refer to Attachment I for photographs of equipment
 - Contractors may view equipment at pre-submittal conference and site visit.

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.

INSURANCE

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

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

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

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations *b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For <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 f. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

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

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

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

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

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

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

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

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

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

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

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

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

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

L) Bidder and any Subcontractors are responsible for all damage to their own equipment and/or property.

Incorporation of Attachments.

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

- Attachment A – Price Schedule
- Attachment B – Supplemental Information Related to the State of Texas Conflict of Interest
- Attachment C – Non Discrimination Language
- Attachment D – Local Preference Program Identification Form
- Attachment E – Veteran-Owned Small Business Preference Program
- Attachment F – Reference List
- Attachment G – Photograph of City Custom Made Equipment - Artificial Infill Turf Storage Racks
- Attachment H – Photographs of City Custom Made Equipment - Artificial Infill Installation/Removal Equipment
- Attachment I – Photographs of City Custom Made Equipment - Artificial Infill Spreader Bar

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 \$5,000.00. The Bid Bond shall be valid for 120 days following the deadline for submission of bids. The Bid Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Bidder is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any bids received without a Bid Bond will be disqualified.

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

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 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.

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 meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

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

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

Invoicing and Payment.

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

Information Required On Invoice.

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

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

Payment by City.

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

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

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

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

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

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

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

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

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

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

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

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

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

Records Retention.

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

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

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

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

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

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

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

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

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

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

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

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

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

ORIGINAL

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.	<u>V10019895</u>
Signer's Name	<u>Kevin Swank</u>
Name of Business	<u>Swank Sports, Inc. DBA AstroBuilders, Inc</u>
Street Address	<u>267 Old Highway 71</u>
City, State, Zip Code	<u>Cedar Creek, TX 78612</u>
Email Address	<u>kevin@swanksports.com</u>
Telephone No.	<u>512-985-6426</u>
Fax No.	<u>512-985-6426</u>
City's Solicitation No.	<u>010004201</u>

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

ORIGINAL

Attachment A

Local Preference Program (LPP) Ordinance

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

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

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

PRICE SCHEDULE

Item No. 1

Portable Artificial Infill Turf System, Matrix Turf 42 - 46 oz. Artificial Infill Turf System, or approved equal.

1 Each

\$ 619,800.00

Brand Name of Product being submitted: AstroTurf

Model Number being submitted: GameDay Grass 3D 60Xtreme

Item No. 2

Artificial Infill Turf Grooming System Machine, Kromer Field Commander Turf Groomer, or approved equal.

1 Each

\$ 45,275.00

Brand Name of Product being submitted: Kromer

Model Number being submitted: Kromer Field Commander

Item No. 3

Artificial Infill Turf Paint Removal Machine, Temp-Line Mantis Hydro Extractor, or approved equal.

1 Each

\$ 38,255.00

Brand Name of Product being submitted: Eco Chemical

Model Number being submitted: Temp-Line Mantis Hydro Extractor

Payment Terms: Prompt payment discount 0 % days (if no discount is offered, net 30 will apply).

ACCOUNT REPRESENTATIVE

Bidder shall list the account representative information servicing the City's account if awarded this contract.

Name: Kevin Swank 

Title: President

Facility Address: 267 Old Highway 71, Cedar Creek, TX 78612

Office Phone: 512-985-6426

Fax: 512-985-6426

Email: kevin@swanksports.com



City of San Antonio

ADDENDUM II

SUBJECT: Alamodome Turf Project - Invitation for Bid No. IFB 6100004201

FROM: Paul J. Calapa, Procurement Administrator

DATE: May 8, 2014

THIS NOTICE SHALL SERVE AS ADDENDUM NO. II - TO THE ABOVE REFERENCED INVITATION FOR BID

THE ABOVE MENTIONED INVITATION FOR BID AND RESULTING CONTRACT ARE HEREBY AMENDED AS FOLLOWS:

1. Changes to Section 004 - Specifications / Scope of Services

Specifications, Paragraph 4 is hereby revised by deleting the following:

Project Schedule: Contractor shall complete delivery and installation within 90 days after receipt of purchase order, or by September 1, 2014, whichever comes later.

The deleted sentence is hereby replaced with the following:

Project Schedule: Contractor shall complete delivery and installation by September 1, 2014.

A handwritten signature in black ink, appearing to read 'Paul J. Calapa'.

Paul J. Calapa
Procurement Administrator
Finance Department - Procurement Division

Agreed and accepted by:

Date: 4/8/14