



**CITY OF SAN ANTONIO**  
FINANCE DEPARTMENT, PROCUREMENT DIVISION

**REQUEST FOR COMPETITIVE SEALED PROPOSALS (“RFCSP”)**  
NO.: **6100018321; 24-146**

**ANNUAL CONTRACT FOR CUSTODIAL SERVICES – PARKS & RECREATION FACILITIES**

Date Issued: **NOVEMBER 20, 2024**

PROPOSALS MUST BE RECEIVED **NO LATER THAN:**  
**11:00 a.m., CENTRAL TIME, JANUARY 17, 2025**

Proposals must be submitted by the following means:

**Response submissions will only be accepted electronically through the portal.**

**Proposal Due Date: 11:00 a.m. Central Time, JANUARY 17, 2025**

**RFCSP No.: 6100018321; 24-146**

Proposal Bond:      Performance Bond:      Payment Bond:      Other: No  
No                      No                      No

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: Yes      DBE / ACDBE Requirements: None

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

Pre-Submittal Conference \* YES

\*If YES, the Pre-Submittal Conference will be held, via WebEx. on December 04, 2024, 8:00 a.m., Central Time. Attendance at the Pre-Submittal Conference is optional, but highly encouraged. An optional Site Visit will follow the Pre-submittal conference.

Respondents may call the toll-free number listed below and enter access code to participate the day of the conference.

**Dial-In Number:** 1-415-655-0001 | **Access Code:** 2863 954 0177 | **Meeting Password:** COSA24

**Join from the meeting link:**

<https://sanantonio.webex.com/sanantonio/j.php?MTID=m9e4c2f0ee49fc6fb48516ef19e0143d3>

The following site visits will be held on December 4, 2024, at the respective times shown below:

9:45 a.m. CT	Cuellar Community Center, 5626 San Fernando, San Antonio, TX 78237
10:30 a.m. CT	Berta Almaguer, 135 S. Josephine Tobin, San Antonio, TX 78201
11:15 a.m. CT	San Antonio Natatorium, 1430 W. Cesar E. Chavez Blvd., San Antonio, TX 78207
12:00 p.m. CT	Wheatley Heights Sports Complex, 200 Noblewood Dr., San Antonio, TX 78220

Below are the measures that shall be followed by all Respondents to ensure the safety of all attendees during the in-person site visit.

- a. Respondents interested in attending the in-person site visit must **RSVP by December 2, 2024, by 12:00 p.m., CT** via email to the Procurement Specialist III listed below.
- b. All attendees must check-in with City's procurement staff member present at the site visit to sign-in.

Staff Contact Person: ANGELA ALONSO-SMITH, PROCUREMENT SPECIALIST III, 210-207-2702, [ANGELA.ALONSO-SMITH@SANANTONIO.GOV](mailto:ANGELA.ALONSO-SMITH@SANANTONIO.GOV).

SBEDA Contact Information: 210-207-3922, [SBEDADOCS@SANANTONIO.GOV](mailto:SBEDADOCS@SANANTONIO.GOV).

This solicitation has been identified as High-Profile.

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### PROHIBITED CAMPAIGN CONTRIBUTIONS

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

1. Any individual seeking a high-profile contract;
2. Any owner, officer, officer of board, executive committee member, and general board member of an entity seeking a high-profile contract;
3. The legal signatory of the high-profile contract;
4. Any attorney, lobbyist or consultant hired or retained to assist the individual or entity in seeking a high-profile contract;
5. Subcontractors hired or retained to provide services under the high-profile contract;
6. Any first-degree member of the household of any person listed in (1), (2), (3) or (5) of this subsection; and
7. Any corporate political action committee (PAC) established or formed by the entity seeking a high-profile contract.

**A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution was made by any of these individuals during the “blackout” period.**

***\*For this solicitation, the first day contributions are prohibited is DECEMBER 06, 2024. The first day contributions may be made is the 31st day after the contract is approved at a City Council “A” Session.***

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### RESTRICTIONS ON COMMUNICATIONS

In accordance with Section 2-61 of the City Code, the following restrictions on communications apply to this solicitation: Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFCSP or proposal from the time the RFCSP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an “A” session; and 2) City employees from the time the RFCSP has been released until the contract is approved at a City Council “A” session.

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

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

Please refer to the Restrictions on Communication section of this RFCSP for more information.

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## 003 - INSTRUCTIONS FOR RESPONDENTS

### PART A

Submission of Proposals. Respondents must submit proposals electronically.

Submission of Electronic Proposals. Submit one (1) **COMPLETE** proposal electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

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

Modified Proposals. Proposals may be modified provided such modifications are received prior to the time and date set for submission of proposals. A modified proposal will automatically replace a prior proposal submission. See below for information on submitting Alternate Proposals.

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

#### Forms Requiring Signatures.

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

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

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

Vendor Registration. Respondent is required to register as a vendor with the City prior to the due date for submission of proposals. Respondent may register at the following site: <https://www.sa.gov/Directory/Departments/Finance/About/Divisions/Procurement/Become-a-Vendor>. Respondents must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Proposals. Alternate proposals may be allowed at the sole discretion of City.

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

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

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

Respondents shall be responsible for providing one (1) copy of the manufacturer's catalog for each manufacturer for which a proposal is submitted. Respondent shall provide said catalog at the time of submission of its proposal. Manufacturers' catalogs may be submitted in any of the following formats: paper copy, flash drive, or CD ROM. Catalogs shall be mailed to the Finance Department, Procurement

Division, P.O. Box 839966, San Antonio, TX 78283-3966 prior to bid opening. Bidder shall submit a PDF file for proposals submitted electronically.

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

Specified items identified herein, if any, are for overall proposal 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.

In accordance with and as authorized by Section 2-61 of the City Code, the following restrictions on communications apply to this solicitation: Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFCSP or proposal from the time the RFCSP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an "A" session; and 2) City employees from the time the RFCSP has been released until the contract is approved at a City Council "A" session.

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

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

Exceptions to the restrictions on communication with City employees include:

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

Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page until **4:00 p.m., Central Time, on December 09, 2024**. 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.

Respondents may provide responses to questions asked of them by the Staff Contact Person after proposals are received and opened. The Staff Contact Person may request clarification to assist in evaluating Respondent's response. The information provided is not intended to change the proposal response in any fashion. Such additional information must be provided within two (2) business days from City's request. Respondents may also respond to requests by the Staff Contact Person for best and final offers, which do allow Respondents to change their proposals. Requests for best and final offers will be clearly designated as such. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form(s), if any. The Small Business Office may be reached at (210) 207-3922 or through email at SBEDAdocs@sanantonio.gov. This exception to the restrictions on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation

closing date. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

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

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

#### Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Respondents are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. Pre-Submittal Conference participation is optional, but highly encouraged.

Call the Staff Contact Person for information 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 RFCSP.

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

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

#### Preparation of Proposals.

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

Proposal Format. Websites or URLs shall not be submitted in lieu of the electronic submission through City's portal. **ELECTRONIC** proposals must include **ALL** the sections and attachments in the sequence listed in the RFCSP Section 003, Part B, Submission Requirements, and each section and attachment must be indexed in a Table of Contents page. Each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

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

Line Item Proposals. Any proposal that is considered for award by each unit or line item must include a price for each unit or line item for which Respondent wishes to be considered. Scoring of pricing for proposals is 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” proposal in the Supplemental Terms & Conditions.

All or None Bid. Any proposal 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 proposal being deemed nonresponsive and disqualified from consideration. An “All or None” bid is one in which City will award the entire contract to one (1) respondent only. City reserves the right to delete line items prior to award.

Delivery Dates. Proposed delivery dates must be shown in the proposal where required and shall include weekends and holidays, unless specified otherwise in this RFCSP. Proposed delivery times must be specific. Phrases such as “as required”, “as soon as possible” or “prompt” may result in disqualification of the proposal. 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. Respondents must not include such taxes in proposal prices. An exemption certificate will be signed by City where applicable upon request by Respondent 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.

Proposals 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 proposal 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 proposal 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, Respondent shall provide product samples, demonstrations, and/or testing of items proposed to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within seven (7) calendar days of City’s request. Failure to comply with City’s request may result in rejection of a proposal. All samples (including return thereof), demonstrations and/or testing shall be at Respondent’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.

Respondent's Due Diligence.

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

Respondents 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 RFCSP. No plea of ignorance by Respondent will be accepted as a basis for varying the requirements of City or the compensation to Respondent.

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

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 RFCSP. If this contract will be subject to cooperative purchasing, such fact will be indicated in the Supplemental Terms and Conditions portion of this RFCSP. Such acquisition(s) shall be at the prices stated in the proposal and shall be subject to Respondent's acceptance. Entities desiring to acquire items listed in this RFCSP shall be listed on a rider attached hereto, if known at the time of issuance of the RFCSP. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this proposal.

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

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

Rejection of Proposals.

City may reject any and all proposals, in whole or in part, cancel the RFCSP and reissue the solicitation. City may reject a proposal if:

Respondent misstates or conceals any material fact in the proposal; or

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

The proposal is conditional; or

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

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

Variations and Exceptions to Proposal Terms. In order to comply with State law, respondents must submit proposals on the same material terms and conditions. Proposals that contain material variations or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.

Changes to Proposal Form. Proposals must be submitted on the forms furnished, where forms are provided. Proposals that change the format or content of City's RFCSP will be rejected.

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

Proposal Opening. The names of the respondents will be publicly read aloud online through WebEx at 11:30 a.m. CT on the day the proposals are due. In accordance with state law, the contents will not be revealed until after the contract is awarded.

Join by phone: 1-415-655-0001  
Meeting number (access code): 2633 992 1962  
Meeting password: COSA

#### Evaluation and Award of Contract.

Per Section §252.043 of the Texas Local Government Code, the contract will be awarded to the responsible offeror whose proposal is determined to be the most advantageous to City, considering the relative importance of price and the other evaluation factors included in this RFCSP.

City reserves the right to evaluate pricing 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" proposal in the Supplemental Terms & Conditions.

A written award of acceptance (manifested by a City Ordinance) and Purchase Order furnished to Respondent results in a binding contract without further action by either party. City shall not be liable for any costs, claims, fees, expenses, damages, or lost profits if no Purchase Order is issued.

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

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 RFCSP, Respondent's facilities and equipment may be a determining factor in making the proposal award. All respondents may be subject to inspection of their facilities and equipment.

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

#### Prompt Payment Discount.

Provided Respondent meets the requirements stated herein, City shall take Respondent'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 proposal price, either per line item or total proposal 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 ten (10) days to pay in order to receive the discount.

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

### Prohibited Financial Interest.

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in §§ 2-42 and 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with City. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

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

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

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

### State of Texas Conflict of Interest.

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

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

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

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

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

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

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

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

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

## **PART B**

### **SUBMISSION REQUIREMENTS**

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

**Respondent shall limit information regarding the Small Business Economic Development Advocacy Program (and associated certifications for any joint venturers or sub-contractors) and any reference to the Respondent's proposed price or revenue to the respective section designated for this information. PLACING PROGRAM PARTICIPATION OR PRICE/REVENUE INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFCSP MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

#### TABLE OF CONTENTS

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

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

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

PROPOSED PLAN. Use the Form found in this RFCSP as Attachment A, Part Three.

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

CONTRACTS DISCLOSURE FORM. Complete and submit a Contracts Disclosure Form, Attachment C, with the proposal. The Contracts Disclosure Form may be downloaded and completed electronically at: <https://webapp1.sanantonio.gov/ContractsDisclosure/>

Click on the “Print” button at the bottom of the page and place a copy in proposal response as indicated in the Proposal Checklist.

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

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM(S). Complete, sign and submit any and all SBEDA form(s), found in this RFCSP as Attachment E.

VETERAN-OWNED SMALL BUSINESS (VOSB) PROGRAM TRACKING FORM. Pursuant to Ordinance No. 2013-12-05-0864, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation. For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form attached to this solicitation. Respondent must complete and return the attached Veteran-Owned Small Business Program Tracking Form with the proposal submitted, as Attachment F.

CERTIFICATE OF INTERESTED PARTIES (FORM 1295).

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

Form 1295 must be completed online. Respondent must complete and return Form 1295 with the proposal submitted, as Attachment G. It is available from the Texas Ethics Commission by accessing the following web address:

<https://www.ethics.state.tx.us/filinginfo/1295>

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

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

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

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

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

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

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

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

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

NOTIFICATION OF OBSERVED CUSTODIAL DEFICIENCY FORM. Attachment H .

FACILITIES LIST AND SERVICE SCHEDULE REQUIREMENTS. Attachment I.

CRIMINAL JUSTICE INFORMATION SERVICES (CJIS) ADDENDUM. Attachment J.

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PRESENTATION. Attachment K.

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

SIGNATURE PAGE. Respondent must complete, sign and submit the Signature Page found in this RFCSP Section 007. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

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

ADDENDA. Sign and submit addenda, if any.

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

## EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all submissions received in response to this RFCSP. The City may appoint a selection committee to perform the evaluation. Each submission will be analyzed to determine overall responsiveness and qualifications under this RFCSP. Criteria to be evaluated will include the items listed below. The selection committee may select respondents who are judged to be reasonably qualified for interviews, depending on whether further information is needed. Interviews are not an opportunity to change a submission. If the City elects to conduct interviews, respondents may be interviewed and re-scored based upon the same criteria. City may also request information from respondents at any time prior to final approval of a selected respondent or seek best and final offers from respondents deemed reasonably qualified for award. Final approval of a selected respondent is subject to the action of the San Antonio City Council.

Evaluation Criteria:

- A. Experience, Background and Qualifications (30 points)
- B. Proposed Plan (35 points)
- C. Price (15 points)
- D. Small Business Economic Development Advocacy Program (SBEDA) (20 points):

SBE Prime Contract Program (10 pts)

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

MWBE Prime Contract Program (10 pts)

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

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

## 004 - SPECIFICATIONS / SCOPE OF SERVICES

### 4.1 BACKGROUND:

The City of San Antonio (City) seeks proposals for a contractor(s) to perform custodial services at forty-two (42) various City facilities for the Parks & Recreation Department. These services are required by the City of San Antonio to establish a custodial maintenance program that will ensure the facilities are uniformly clean, hygienic, orderly and attractive. Any tasks that are part of ordinary custodial services are included in this contract, even if not specified below. The tasks listed are intended to proscribe minimum standards for cleanliness for City's facilities.

City will designate a primary point of contact for the Parks & Recreation Department, as well as a primary facility coordinator at each facility serviced.

City reserves the right to add or delete facilities and/or modify the Service Days in Attachment I - Facilities List and Required Service Schedule by increasing or decreasing the number of days if required and hours in a manner consistent with the pricing provided in Attachment B - Price Schedule.

### 4.2 CONTRACTOR FURNISHED SUPPLIES AND EQUIPMENT:

4.2.1 Contractor shall furnish all cleaning and custodial maintenance supplies and commercial equipment necessary to perform the services specified under this contract.

4.2.2 Supply Standards. The following is a sample list of the minimum, standard of supplies which must be furnished by Contractor.

(a) Bathroom tissue (2 ply only). City reserves the right to specify a specific brand of toilet tissue if contractor fails to provide toilet tissue acceptable to the City.

(b) Paper towels, natural or white, rolled or folded, in designated restrooms, lavatories, to include manual and motion sensor, battery operated dispensers.

(c) Plastic liners for all waste receptacles. The waste receptacle liners must be available in black material, of a weight that minimizes the risk of breaking/splitting, and be capable of being sealed when full. Recycle receptacle liners must be available in transparent (clear), of a weight that minimizes the risk of breaking/splitting, and be capable of being sealed when full. City reserves the right to specify a specific brand of waste and recycle receptacle liners if Contractor fails to provide waste and recycle receptacle liners acceptable to the City.

(d) Cleaners. Window cleaner, disinfectant, floor wax/sealer, deodorant, wax remover, polish for brass, detergents, aerosol deodorizer and wood paneling polish, floor stripper, wall cleaner, urinal cleaner, toilet bowl cleaner. City requires disinfectant spray that kills at least 99.9% of viruses and bacteria, such as Lysol Disinfectant Spray or City approved equal.

(e) Buffers, vacuum cleaners, carpet shampoo machines, wet-vacuums, etc. High speed buffers for buffing and low speed buffers for stripping.

(f) Dust cloths, wiping cloths, mops, buckets, brooms, etc.

(g) Antibacterial hand soap for all restroom soap dispensers. City reserves the right to specify a specific brand of hand soap if contractor fails to provide hand soap acceptable to City.

(h) Any other chemicals, cleaning material, supplies and equipment required to perform the cleaning tasks identified herein and with ordinary custodial work.

4.2.3 Compatible Products for Existing Dispensers. Contractor shall provide products such as hand soap, bathroom tissue and paper towels compatible with currently installed containers/dispensers. Should the City replace and/or upgrade existing types of containers/dispensers, contractor will be required to provide products used with these new containers/dispensers at no additional cost to the City.

4.2.4 All cleaning and floor chemicals used shall be required to fulfill the intended purpose of the product and, if requested by a Facility Coordinator, be subject to the approval of the Facility Coordinator.

Consumables such as hand soap, paper towels, and toilet tissue shall comply with manufacturer's specifications for products used in conjunction with all fixtures designed for dispensing these types of products and materials. All cleaning / disinfecting chemicals must be freshly prepared daily and changed frequently during use.

4.2.5 Custodial Equipment. Contractor shall provide and maintain all power tools, machines, and equipment necessary to perform the cleaning and custodial maintenance services specified under this contract. All equipment must be maintained in first-class working condition, satisfactory to the Facility Coordinator. Contractor shall use all supplies and equipment in accordance with manufacturer's direction. Spare parts, spare equipment, or both must be available for repair or replacement of broken items within 24 hours.

4.2.6 Material Safety Data Sheets (MSDS) Required. Contractor shall furnish to each Facility Coordinator all MSDS (OSHA Form 174) for each product stored at and/or used in each facility. An MSDS shall accompany each product shipment to each facility.

4.2.7 Master MSDS Notebook. In addition, Contractor shall provide each Facility Coordinator with a master MSDS notebook. All MSDS sheets shall be in place at the start of the contract and updated as required.

### **4.3 CONTRACTOR STAFFING:**

#### **4.3.1 PROJECT MANAGER AND SUPERVISORS:**

Contractor shall provide a competent Project Manager responsible for ensuring performance under the contract. The Project Manager shall:

- a. Be the primary point of contact with the Parks & Recreation Department.
- b. Employ and oversee qualified supervisors that shall ensure that all facilities are appropriately cleaned.
- c. Project Manager and Supervisors shall be capable of reading, writing, speaking, and understanding the English language.

- d. Ensure that inspections are done on a regular basis.
- e. Carry a cell phone to be accessible to correct any problems/discrepancies which may occur at any facility included in this proposal during the work schedule or as required by the Department.
- f. Provide the Department's primary point of contact and/or designated location manager with emergency contact phone numbers of responsible supervisors and management personnel.
- g. Update any changes to point of contact information for supervisors and management personnel within one (1) day of the change.
- h. Project Manager must perform only Project Manager duties; none of the scheduled custodial tasks shall be assigned to this person, unless assistance is required due to an unforeseen situation.
- i. Project Manager and Supervisors shall have experience appropriate for their responsibilities and position, including cleaning schedules, use (distribution and mixing) of cleaning chemicals, inspections, personnel, and associated guidelines and/or policies.
- j. Project Managers shall be employees of Contractor.
- k. Project Managers and Supervisors shall be available for callback without additional cost to the City if at any time the custodial staff fails to perform the duties listed herein.

#### **4.3.2 CUSTODIANS:**

Contractor shall employ a competent workforce capable of completing all tasks within this solicitation. Each shift shall have a designated "on-call custodian" who shall respond to immediate needs, including emergency requests, that may occur during the work schedule. All custodial personnel shall:

- (a) Present a neat appearance and be easily recognizable while performing work in the facilities.
- (b) Uniforms. Wear distinctive clothing to include appropriate tags/badges provided by Contractor with employee name, company name and facial picture. Distinctive clothing is defined as shirt or smock with company logo.
- (c) Possess all qualifications needed to work under the requirements of this contract.
- (d) Be properly trained to perform tasks within the guidelines established by the Occupational Safety and Health Administration.
- (e) Be capable of reading, writing, speaking, and understanding the English language.
- (f) Complete tasks as outlined in this contract or as assigned.
- (g) Carry a radio or cell phone, supplied by the Contractor, for any custodian(s) designated as "on-call", to answer to immediate requests from the Facility Coordinator.

(h) Custodians must be employees of Contractor or Contractor's City approved subcontractor.

4.3.3 Employee Performance. Contractor shall remove and replace any employee from work at a City facility at City's request for failure to maintain acceptable levels of performance, as judged solely by City. Any employee so removed shall not be reassigned to another City facility.

#### **4.4 CRIMINAL BACKGROUND CHECKS:**

4.4.1 Contractor is responsible for assessing risk and maintaining effective background check policy and procedures for all employees, staff and subcontractors responsible for performing services under this contract. At minimum, Contractor is responsible for ensuring that each person performing services under this contract has successfully undergone a statewide background check for criminal conviction(s), evaluated in accordance with EEOC guidelines. Contractor shall ensure that persons assigned to work under this contract must not have had any criminal convictions within the past 3 years for any felony, or crime of moral turpitude (e.g., theft). Contractor is required to maintain the proof of background checks.

4.4.2 In order to conduct periodic contract compliance reviews, City may request or review background check results at any time to the extent permitted by law. Contractor shall provide copies of the requested information, or access thereto in the City of San Antonio, Texas and shall obtain authorization for the disclosure from the employee at time of hire, to the extent required. Contractor shall retain all criminal background checks for the retention period stated in section 006-General Terms and Conditions, and make them available in accordance therewith.

4.4.3 Park Safety Zone Ordinance. Contractor shall ensure Contractor, its employees, and any subcontractors abide by all City Ordinances, including but not limited to the Park Safety Zone Ordinance # 2013-12-05-0855, which prohibits registered sex offenders from loitering within 300 feet of or entering into a park safety zone. Contractor shall ensure registered sex offenders are not assigned to restricted areas. Refer to Exhibit 3 – Park Safety Zone Ordinance.

4.4.4 Contractor shall immediately remove an employee from service under this contract should Contractor become aware that the employee has been convicted of a crime as described above and pursuant to its background check policy and procedures. Any crime committed while on City property shall be reported to the San Antonio Police Department and reported to the Parks designated point of contact within 24 hours.

#### **4.5 CRIMINAL BACKGROUND CHECKS – PARKS POLICE FACILITIES ONLY:**

4.5.1 In addition to the Criminal Background Checks provisions above, Contractor's employees are subject to a criminal background check by City prior to starting work at San Antonio Police Department (SAPD) City facilities. Contractor's employees shall appear at the ID Unit located at SAPD Headquarters at 315 S. Santa Rosa, San Antonio, Texas to initiate the background check.

4.5.2 Background checks are conducted in two (2) phases. SAPD will notify contractor whether the employee passed the first phase within 24 hours of the employee's background check. Employees who pass phase one (1) may be granted conditional access while the second phase of the background check is being conducted.

- 4.5.3 At the conclusion of the second phase, SAPD will notify contractor whether the employee is eligible to continue to perform work at these facilities. Contractor's employees will not be permitted on site until phase one of the background check is completed and passed.
- 4.5.4 Employees who do not pass the second phase must be removed immediately.
- 4.5.5 Employees may be subject to random background checks by City throughout the course of the contract.
- 4.5.6 Contractor shall pay an administrative fee to SAPD for any background checks. The current cost of conducting backgrounds checks is \$10.00 per person and is subject to change.

#### **4.6 QUALITY CONTROL:**

Contractor shall establish a Quality Control Program that will ensure the requirements of this contract are satisfactorily accomplished. The program shall include the following as a minimum:

- 4.6.1 Formal Training Program. A formal training program for all supervisors and custodians must be developed and implemented at the commencement of the term of this contract and provided for each new employee when they begin work.
- 4.6.2 Contractor Inspections. Inspections by the Project Manager and/or Supervisors in a frequency necessary to ensure that all work is being completed in compliance with this contract. A written report of the inspections must reflect all observed deficiencies, corrective action established and, if necessary, a retraining of staff with regard to those deficiencies. Contractor will retain inspection records in their files and will provide copies to the Facility Coordinator upon request.
- 4.6.3 Facility Deficiencies. Facility Coordinators will provide notice of City observed deficiencies to the Department's primary point of contact so that corrective action can be coordinated with the Project Manager. Project Manager will investigate and take the necessary corrective action and respond to the Department primary point of contact within 24 hours regarding the corrective action.
- 4.6.4 Contract Performance Issues. Project Manager will meet with the Facility Coordinators and Department primary point of contact in a frequency established by each Facility Coordinator to address contract performance issues

#### **4.7 PHYSICAL SECURITY:**

Contractor shall be responsible for safeguarding all property within the work areas. At the conclusion of each work period, Contractor shall ensure that facilities and equipment are secured. Any physical security irregularities in any areas serviced, regarding lighting, furniture, broken doors or windows, dispensing equipment in restroom, or any other condition that may require attention for repair, adjustment, replacement or correction must be immediately reported to the Facility Coordinator.

#### **4.8 KEY CONTROL / BUILDING ACCESS CODES:**

Contractor shall establish and implement methods of ensuring that all keys issued to Contractor by the

City are not lost, misplaced, or used by unauthorized persons. **No keys issued to Contractor may be duplicated.** Contractor shall immediately report any lost keys to the Facility Coordinator. Contractor will be required to reimburse City for replacement of locks or re-keying as a result of Contractor losing keys or damaging locks.

Some facilities have an electronic access system in lieu of exterior keyed locks. Contractor will divulge the access codes only to supervisors and custodians as needed. Contractor shall be briefed on area accessibility prior to start date of services and will develop, implement and monitor policies that ensure that the facilities are locked and where applicable, ensure that access systems are properly engaged prior to Contractor exiting the facilities. Any fines resulting from false alarms caused by Contractor's failure to activate or deactivate designated security alarms will be the responsibility of Contractor.

#### **4.9 EXTENDED / EMERGENCY SERVICE HOURS:**

Emergency situations (structural fire, accidents, rescue operations, civil disturbances, or disasters) may necessitate Contractor to operate on an extended or an on-call basis. The service must be available at any facility 24 hours per day, every day of the year, including weekends and holidays. Contractor shall provide these services within 2 hours after the request is made by the Facility Coordinator. Costs for extended service hours due to emergency situations shall be billed per employee by the hour as shown in Item 43 and/or 44 of Attachment B - Price Schedule.

#### **4.10 CONSERVATION OF UTILITIES:**

Contractor shall be responsible for instructing and ensuring that employees exercise utilities conservation practices and do not waste utilities, including:

4.10.1 Lights shall be used only in areas where work is actually performed.

4.10.2 Mechanical equipment controls for heating, ventilation, and air conditioning systems shall not be adjusted by contractor's employees.

4.10.3 Water faucets or valves shall be turned off after use.

#### **4.11 TECHNOLOGY AND EQUIPMENT USAGE:**

Contractor and its employees shall not use City's telephones, copiers, fax machines, computers or any similar communication devices for personal reasons or for any toll free or long distance calls. Contractor and its employees shall not use any recreational equipment while performing services at recreational facilities.

#### **4.12 LOST AND FOUND PROPERTY:**

Any items of personal or monetary value found by Contractor's employees during cleaning shall be turned in to the Facility Coordinator on the same day they are found by Contractor's staff. Contractor's employees shall not, under any circumstances, keep these items.

#### **4.13 STORAGE AREAS:**

- 4.13.1 City shall provide Contractor with limited storage space at each facility for equipment and supplies to be used in the performance of this contract. Use of this space by Contractor shall be for the term of the contract period only. In many instances, the storage areas will not be separate and may be a portion or area of a storage space also utilized by City.
- 4.13.2 City shall not be responsible or liable for any lost, stolen, or damaged equipment or supplies belonging to Contractor which are stored on-site.
- 4.13.3 Contractor agrees, at the end of the contract period or upon contract termination, to return to City any storage space in a condition, equal to or better than when it was first provided to Contractor for use.
- 4.13.4 City reserves the right to inspect this storage space at any time during the contract period.
- 4.13.5 Contractor will ensure that there is an adequate supply of toilet paper and paper towels in the storage area at all times. In situations where toilet paper and paper towel dispensers become empty between cleanings by Contractor, City staff shall have the right to resupply these dispensers from products stored by Contractor.

#### **4.14 ENTRANCE & EXIT PROCEDURES:**

Contractor employees assigned to each facility shall be required to follow the entrance procedures listed below or other such procedures designated by the Facilities Coordinator. The majority of these facilities are serviced during times when City staff is not present. As such, Contractor shall ensure that its staff abides by the facility entrance procedures:

- 4.14.1 Custodial employees reporting to work will report to the designated sign-in location to sign-in. Sign-in sheets should include the name(s) of employees, time of arrival, time of departure, and any relevant notes pertaining to issues encountered.
- 4.14.2 City requires that Identification Badges be worn by custodial staff at all times.
- 4.14.3 When Contractor employees are working in a facility during hours that the facility is not open, Contractor's Custodians shall be under the direct supervision of a Supervisor at all times and the Supervisor shall be responsible for ensuring the security of the facility and its contents. When the work has been completed, all Custodians shall vacate the facility with the Supervisor who shall be responsible for ensuring that the facility is properly locked and security devices are properly set, if applicable.

#### **4.15 ENVIRONMENTAL STANDARDS:**

Contractor shall utilize environmentally friendly (green) products whenever possible. In addition, Contractor is encouraged to use products where the packaging is as light as possible and, where reasonably practical, are made from recycled materials and are recyclable themselves.

#### **4.16 UNIFORMS:**

- 4.16.1 All Contractor employees shall wear a distinctive uniform, shirt tucked in and identification card/badge bearing a recent color photograph of the employee. Contractor shall provide such uniforms and identification cards at no additional expense to City.
- 4.16.2 All uniforms shall be the same and contain the name of Contractor and the employee.
- 4.16.3 Uniforms worn by Contractor's employees shall be a different color than those worn by City employees. Contractor shall notify the Facility Coordinator of any changes to the uniform.

#### **4.17 MISCELLANEOUS CONDITIONS AND REQUIREMENTS:**

- 4.17.1 Contractor and its employees shall at no time be allowed to use City equipment unless otherwise listed herein or with approval from the Facility Coordinator.
- 4.17.2 Contractor's employees shall not use City's telephone or equipment in any office, eat, or remove food and beverages from City refrigerators, cabinets, or lockers. Purchasing food or drinks from on-site vending machines is allowed. In addition, Contractor's employees shall limit personal cell phone use for emergencies only. Under no other conditions shall Contractor's employees use their personal cell phones while conducting cleaning tasks.
- 4.17.3 Contractor shall not allow its employees to bring children, relatives, acquaintances or visitors onto City property at any time while in uniform or at any time during their cleaning duty shift. In addition, Contractor's employees shall limit personal visits with merchants and tenants while performing cleaning tasks.
- 4.17.4 Contractor shall ensure that its staff is drug free. NO alcohol or drug use shall be permitted on City property. Smoking is not allowed in City buildings. Staff employed by Contractor shall not work in any City building while under the influence of non-prescribed drugs.
- 4.17.5 Damage to Property. Custodians must immediately report to the Department primary point of contact any incident of damage, vandalism, or irremovable graffiti which they encounter during the course of their cleaning duties. In the event of a break-in, custodians should not interfere with any possible evidence, but must contact police immediately and the Facility Coordinator or his/her Supervisor as soon as possible.

#### **4.18 CUSTODIAL TASKS AND FREQUENCIES:**

All task described below shall be performed daily during the days and hours indicated in this document.

##### **4.18.1 TRASH & RECYCLES PICKUP AND REMOVAL:**

Contractor shall pick up all trash, debris, leaves, cigarette butts, etc.; all accumulated trash shall be bagged and properly disposed of at the designated City provided disposal area which is located either on-site or off-site within an approximate distance of 5-10 miles from the facility.

Contractor shall also gather all trash from all containers inside and outside of the buildings. All waste receptacles shall be washed or wiped clean with a damp cloth, trash bags replaced with plastic liners or biodegradable liners (black for trash and clear for recyclable) and waste receptacles returned to their original locations.

Receptacles designated for recycled material shall be emptied twice a week (or on a different schedule that may be designated by the Facility Coordinator) into designated City provided containers for pickup by the Solid Waste Management Department or City-designated contractor, or more frequently if full.

**FREQUENCY: Daily**

#### 4.18.2 SWEEPING AND DUST MOPPING:

Floors shall be thoroughly swept daily or dust mopped according to schedule. Sweeping compounds shall not be used on finished floors, however, a wax-based sweeping compound may be used on garage or unfinished concrete floors. After the floors have been swept or dust mopped, the entire floor surface shall present a clean appearance with no loose dirt or debris in evidence including in corners, expansion joints, and other places accessible to the broom, hand broom or dust mop. Chairs, trash receptacles, and other easily moveable items shall be moved to sweep underneath.

**FREQUENCY: Daily**

#### 4.18.3 REMOVING OF GUM, TAR AND OTHER FOREIGN MATTER:

Surface accumulations including, but not limited to, chewing gum, tar, hardened dirt, and wax buildup, which cannot be removed by means of a mop, broom, or dust mop, shall be scraped and then removed daily. Care shall be taken to avoid damage to floor tiles or finish. All gum, tar and other soils shall be removed daily as soon as discovered.

**FREQUENCY: Daily**

#### 4.18.4 SPOT MOPPING:

Contractor shall spot mop daily. Spills, spots, and stains shall be damp mopped to ensure the floor maintains a uniformly clean appearance. Spilled materials such as alcohol or other chemicals may result in stains which penetrate floor finishes. Should this happen, Contractor shall apply a light coat of floor finish to repair the damage and present a uniform appearance.

**FREQUENCY: Daily**

#### 4.18.5 MOPPING:

Floors shall be damp or wet mopped daily in order to maintain a uniformly clean appearance. Mopped floors shall be free from streaks, spots, stains, smears, mop strands and other unsightly appearances. There shall be no splash marks or mop streaks on furniture, walls, baseboards, trash receptacles, or mop strands after floors are mopped. Easily movable items, including floor mats, must be moved to maintain the floor underneath. All moved items shall be returned to their original location when all operations are completed.

**FREQUENCY: Daily**

#### 4.18.6 LOW DUSTING:

For low dusting, Contractor shall remove dust, dirt, spider webs, lint or dry soil from horizontal surfaces of chairs, file cabinets, blinds, desks, tables, table or chair legs, bookcases, air conditioning vents, fireplace, window sills, interior/exterior walls, doors and trim. In addition, glass partitions must be wiped clean.

**FREQUENCY: Weekly**

#### 4.18.7 HIGH DUSTING:

For high dusting, Contractor shall remove dust, lint, spider webs and dry soil from surfaces higher than 6 feet above the floor. High dusting includes, but is not limited to, ventilation grilles mounted in the ceiling, ceiling light fixtures, ceiling fans and "EXIT"/"ENTRANCE" signs.

**FREQUENCY: Quarterly**

#### 4.18.8 CLEAN AND DISINFECT RESTROOMS (includes showers where applicable):

Restrooms shall be restocked daily after full cleaning.

- (a) Remove Trash
- (b) Sweep Floor
- (c) Mop Floor
- (d) Low Dusting
- (e) Spot Clean
- (f) Glass Cleaning
- (g) Clean & Disinfect Toilet Bowls
- (h) Clean Lavatories
- (i) Clean & Disinfect Urinals
- (j) Refill Dispensers
- (k) Clean Partitions
- (l) Clean Stalls
- (m) Clean Walls - ceramic and partition walls shall be washed off, scrubbed, and dried. Sheetrock walls must be thoroughly cleaned.
- (n) Clean All Other Fixtures Not Covered Above. All fixtures with the exception of hand dryer shall be washed down, scrubbed, and dried.
- (o) Wet floor signs should be prominently displayed to prevent injury to staff and the public.
- (p) Clean and Disinfect Diaper Changing Stations
- (q) Remove graffiti
- (r) Clean mirrors

**FREQUENCY: Daily**

#### 4.18.9 BUFFER SCRUB RESTROOM FLOORS:

Ceramic floors must be buffer scrubbed, cleaned, and dried on a monthly basis.

**FREQUENCY: Monthly**

#### 4.18.10 INSPECT AND RESUPPLY RESTROOMS:

Restrooms shall be inspected and stocked with a minimum of a two-day supply of toilet paper, towels, soap, or other supplies on a daily basis.

**FREQUENCY: Daily**

#### 4.18.11 SANITARY NAPKIN and TAMPON RECEPTACLES:

Contractor shall empty, clean, disinfect and replace the liners of all sanitary napkin and tampon receptacles daily. All other receptacles shall be emptied and damp dusted on the inside. Contractor shall ensure receptacles are not left with streaks.

**FREQUENCY: Daily**

#### 4.18.12 STAIRWAYS (LANDING AND TREAD SURFACES) (where applicable):

Landing and tread surfaces shall be kept free of dirt, dust, and other foreign substances and shall present an overall appearance of cleanliness. Railings, ledges, grills, fire apparatus, and doors shall be kept free of dust and foreign substances. Glass surfaces shall be cleaned and free of obvious dust, smudges, or spots. Metal surfaces shall be kept free of smears, smudges, or stains and shall be clean, bright, and polished to a uniform luster. Wood surfaces shall be kept free of smears, smudges, or stains.

**FREQUENCY: Daily**

#### 4.18.13 DRINKING FOUNTAINS:

Drinking fountains shall be thoroughly cleaned as often as required, and no less frequently than daily. Stainless steel surfaces shall be highly reflective and free of stains, rust, and miscellaneous streaks.

**FREQUENCY: Daily**

#### 4.18.14 ELEVATOR CLEANING (where applicable):

- a. Contractor shall vacuum and/or dust and damp mop the floors of the elevators daily.
- b. Track channels for doors shall be vacuumed once per week.
- c. Exterior and interior sides of doors and trims shall be dusted daily and polished monthly.
- d. Cabs shall be damp wiped daily and washed as needed.
- e. Control and dispatch panels shall be dusted and polished daily to remove smudges, fingerprints, or other foreign matter.
- f. Elevator thresholds shall be cleaned daily and polished monthly.

**FREQUENCY: See above**

#### 4.18.15 FLOOR MAINTENANCE:

All hard surfaced floors shall receive floor maintenance quarterly. Floor maintenance includes, **but is not limited to**, stripping of old wax, applying sealant, two coats of floor finish and buffing. **The appropriate maintenance shall be applied based on the type of flooring.** After completing maintenance on the floors, the entire floor shall have a uniform glossy appearance, and shall be free of litter, dust, foreign debris, scuff marks, heel marks, and other stains and discolorations.

Care should be taken when applying floor solutions. Any solutions splattered on baseboards, furniture, trash receptacles, etc. Easily moveable items, including bleachers, must be moved to maintain the floor underneath. All moved items shall be returned to their original location when all operations are completed. Floor finish must only be applied to floor surfaces which have been thoroughly cleaned. Any price variance due to the condition of the floor must be included in the proposal price.

Contractor shall notify the Facility Coordinators at least thirty (30) days in advance of each quarterly floor maintenance event and City shall have the right to request an adjustment in that schedule to accommodate facility events or reservations.

**FREQUENCY: Quarterly**

#### 4.18.16 VACUUM CARPET (TO INCLUDE CARPETED FLOOR MATS) (where applicable):

After being vacuumed, the carpeted floor shall be free of all dirt, dust, paper clips, staples and small pieces of paper and other visible trash. Any spots shall be removed as soon as noticed.

**FREQUENCY: Daily**

#### 4.18.17 SHAMPOO CARPET (where applicable):

All carpet shall be shampooed using extractor method at the frequency indicated. After shampooing, all areas shall be free of litter, dust, debris, stains and discolorations. All shampoo solutions shall be removed from baseboards, furniture, trash receptacles, etc. Chairs, trash receptacles and easily moveable items shall be moved to maintain the floors underneath. All moved items shall be returned to their proper position when all operations have been completed. After carpet has been shampooed and dried to avoid mildew and odor, the carpet shall be treated with carpet protector.

Contractor shall notify the Facility Coordinators at least thirty (30) days in advance of each quarterly carpet shampooing event and City shall have the right to request an adjustment in that schedule to accommodate facility events or reservations.

**FREQUENCY: Quarterly**

#### 4.18.18 WINDOW WASHING:

All windows safely reachable, not to exceed ten (10) feet in height, shall be cleaned interiorly and exteriorly. Required services shall include, but are not limited to, cleaning of all fixed and operable windows and reflective glass surfaces, frames and ledges, including metal and aluminum frames. Cleaning shall include the removal of dirt, debris, water scale, mineral scale, and other accumulations on the glass.

Contractor shall clean interior and exterior surfaces using a cleaning brush and squeegee and/or the latest equipment and chemicals to obtain a uniformly bright surface free of drips, streaks and foreign materials on all windows and window ledges. Special attention shall be given to tinted windows and no harsh solutions may be used.

**FREQUENCY: Interior windows daily / Exterior windows monthly**

#### 4.18.19 EXTERIOR CLEANING:

The area within fifteen (15) feet of the facility, including adjacent porches where applicable, shall be cleaned and swept on a daily basis. Contractor shall pick up and discard all trash and/or debris from the front, side and rear entrances of the facility. Trash cans and ash urns shall be emptied, cleaned and, if required, new liners installed.

**FREQUENCY: Daily**

#### 4.19 FACILITY LIST:

The list of facilities in Attachment I - Facility List and Service Schedule Requirements, includes the service days and hours when the custodial services shall be provided for each facility. The Contractor is required to complete the scope of services during the specified hours for each facility; the Contractor is not required to have custodians present for the entire shift.

Additional Locations. During the term of the contract, City reserves the right to add facilities. Refer to Attachment B - Price Schedule; Line Items 45 through 50, Price per Square Foot for Additional Locations Added throughout Term of Contract. In addition, City may delete any facilities on the list with ten (10) days prior written notification to Contractor.

Summer Youth Program. The Parks & Recreation Department hosts an 8-week summer youth program at many, but not all, of its facilities. The facility list below reflects a change of schedule at the summer youth program sites based on the current program, which is subject to change. Parks & Recreation will notify Contractor ten (10) days in advance of the start of the summer youth program. The contractor shall coordinate service hours during this time with the Clean & Green Division of the Parks & Recreation department. The Department Primary Point of Contact will be provided after contract award.

Holiday Camps. In addition to the summer youth program described above, Parks & Recreation hosts several holiday camps during the year; including Thanksgiving, Winter Holiday and Spring Break at certain facilities. During those days and at the facilities where these camps are held, cleaning shall be delayed until after 6:00 p.m. or 9:00 p.m. (Delayed Schedule), depending on the specific center. City will provide written notification to Contractor ten (10) days prior to these Delayed Schedules and Contractor will adjust its schedule at no additional charge to City. Contractor shall be required to complete the scope of services with the same number of custodians and total weekly hours per custodian.

Other Events. Other situations that may temporarily impact Contractor's schedule include use of facilities as early voting sites, construction or maintenance activities, and other events that may limit access to Contractor. In these situations, City will provide reasonable notice to Contractor and Contractor and City will work cooperatively to adjust the custodial services schedule, which shall be performed at no additional cost to City.

Changes to Schedules. Changes to the use or operating schedule of a facility and/or other factors may necessitate a permanent change to the Service Days and Hours. In these situations, City will provide ten (10) days prior written notification to Contractor. If the change results in an increase or decrease in the number of service days per week, Contractor's price will be adjusted accordingly, on a pro-rata basis, based on the prices stated in Attachment B - Price Schedule.

SAPD Substations Requirements. All SAPD substations and storefronts require the following:

- Background and fingerprinting must be cleared (no felonies or prior misdemeanors).
- A set schedule for each facility/location shall be followed.

- SAPD personnel will escort all cleaning personnel at any and all SAPD secured facilities.
  - Schedules shall be submitted to Facilities Coordinator in order to communicate to Captains/ Lieutenants at each location.
  - SAPD does not offer any type of storage area for supplies. Contractor shall bring all equipment and supplies needed to perform service. All equipment and supplied shall be brought and taken at the time of each visit.
  - Sign In/Out sheets will be available for all cleaning personnel. Contractor's cleaning personnel shall sign in and out at time of scheduled services.
- Due to Security regulations, ALL servicing schedules must be followed daily.

Required Service Days and Holiday Schedule. Except as outlined in the following paragraph, custodial services shall be provided based on the Service Days and Hours shown on Attachment I - Facility List and Service Schedule Requirements, except for City holidays on which the facility is closed. The holidays currently includes: New Year's Day, Martin Luther King, Jr. Day, Caesar Chavez Day, Cesar Chavez Day, Memorial Day, Juneteenth, July 4<sup>th</sup>, Labor Day, Veteran's Day, Thanksgiving (Thursday and Friday), Christmas Eve and Christmas Day.

**Park Police Facility Schedule.** The schedule above does not apply to Park Police facilities. Park Police facilities should continue to be serviced on City Holidays, as scheduled. Custodial services shall be provided at the Park Police Headquarters located at 600 Hemisfair #337 on the following City holidays: Memorial Day, 4<sup>th</sup> of July, the Friday after Thanksgiving Day and Christmas Eve between the hours of 8:00 a.m. and 3:00 p.m. CT.

**4.20 SITE VISIT / INSPECTION:**

Contractor shall inspect the site and is held to have examined and be familiar with the conditions which may affect the work under which Contractor will be obligated to perform the work or that will in any manner affect the work listed herein. Refer to Attachment I – Facilities List and Service Schedule Requirements.

Site visits will follow after the Pre-Submittal Conference on December 04, 2024. Refer to page 1 for time and site location(s).

**4.21 DAMAGE TO CITY PROPERTY:**

Contractor shall be responsible for any damaged City property occurring as a result of contractor's service. This includes, but is not limited to, damage to furniture, floors, windows, restroom fixtures, doors, and City equipment. Contractor shall be responsible for any damage as result of quarterly floor maintenance.

## 005 - SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term:

This contract shall begin upon the effective date of the ordinance awarding the contract or April 1, 2025, whichever is later. This contract shall begin upon the date specified in the award letter, if it does not exceed \$50,000. The contract shall terminate on March 31, 2028.

### Renewals:

At City's option, this Contract may be renewed under the same terms and conditions for two (2) additional one-year period(s). Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefor.

The City intends to award 1 contract, as a result of this RFCSP

### Temporary Short-Term Extensions.

City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three (3) months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefor.

### Temporary Contract Pending Award of Contract by City Council

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

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

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

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

## Internal / External Catalog.

San Antonio e-Procurement. The City is using an “e-Procurement” system (SAePS) based on SAP’s Supplier Relationship Management (SRM) software. SAePS is a secure, web browser-based system that gives City employees the ability to shop for items from online catalogs and brings the items back automatically into SAePS. Online catalogs include both a SAePS internal catalog and externally hosted catalogs on supplier websites.

SAePS Electronic Catalog Options. Vendor shall furnish an electronic catalog that contains only the items awarded by City and displays pricing proposed under this contract. Vendor may choose either Option 1 or Option 2 below as the method for furnishing the catalog.

Option 1. Vendor shall host an online catalog (Punch Out Catalog) with Open Catalog Interface (OCI) compliant integration to the SAePS system. This Punch Out Catalog shall have e-commerce functions, including, but not limited to, cataloging, searching and shopping cart functionality. Integration includes linking to the online catalog from SAePS, shopping and electronically returning the data back to SAePS.

Option 2. Internal Catalog. Vendor shall provide a list of products and services awarded under this contract for uploading into the COSA e-Procurement system in an electronic format as specified by City. The electronic submission may be through email, unless it exceeds City’s maximum allowable file size limit. In such case, Vendor shall provide the submission on a CD or other means approved by City.

Paper Catalog. If a Punch Out Catalog is not available and Vendor elects to provide an Internal Catalog, City, at its sole option, may require Vendor to provide its Internal Catalog in paper form in addition to the electronic form.

Catalog Content. All catalogs, regardless of the form in which they are provided, must include these elements, at a minimum:

- Your part numbers
- Short and long descriptions
- Units of measure
- Pricing, contract pricing, tiered pricing
- Classification of parts
- Manufacturer and Manufacturer part number
- Keywords, tags

Time to Provide Catalog. Catalogs required under this provision must be provided within ten (10) business days of request by City, and no later than five (5) business days from the date of contract award.

### Catalog Updates.

If this contract allows for increases in price, Vendor must provide timely updates to the City. For Punch Out catalogs, Vendor must update pricing on their website and provide City a notification and detailed explanation of the price updates. For Internal Catalogs, Vendor must provide an updated pricing file with details of the pricing updates. If paper catalogs have been requested, updated paper catalogs must be provided concurrently with Internal Catalog files, or as soon thereafter as printed catalogs become available.

Insurance

If selected to provide the services described in this RFCSP, CONTRACTOR shall be required to comply with the insurance requirements set forth below.

No later than 30 days before commencement of services, CONTRACTOR must provide a completed Certificate(s) of Insurance to CITY’s Parks & Recreation Department. The certificate must be:

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

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

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

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

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

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: 1. Premises/Operations 2. Products/Completed Operations 3. Personal/Advertising Injury 4. Independent Contractors* 5. Sexual Abuse/Molestation*	For <u>B</u> odily <u>I</u> njury and <u>P</u> roperty <u>D</u> amage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella Liability Coverage must include per project aggregate.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>C</u> ombined <u>S</u> ingle <u>L</u> imit for <u>B</u> odily <u>I</u> njury and <u>P</u> roperty <u>D</u> amage of \$1,000,000 per occurrence

*If Applicable	

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

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

City of San Antonio  
ATTN: Parks & Recreation Department  
P.O. Box 839966  
San Antonio, TX 78283-3966

CONTRACTOR’s insurance policies must contain or be endorsed to contain the following provisions:

- Name CITY and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with CITY. The endorsement requirement is not applicable for workers’ compensation and professional liability policies.
- Endorsement that the “other insurance” clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY’s insurance is not applicable in the event of a claim.
- CONTRACTOR shall submit a waiver of subrogation to include, workers’ compensation, employers’ liability, general liability and auto liability policies in favor of CITY; and
- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal, or materials change in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.

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

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

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

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

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

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

Incorporation of Attachments.

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

- Attachment A – Part One – General Information Form
- Attachment A – Part Two – Experience, Background and Qualifications
- Attachment A – Part Three – Proposed Plan
- Attachment B – Price Schedule
- Attachment C – Contracts Disclosure Form
- Attachment D – Litigation Disclosure Form
- Attachment E – SBEDA Ordinance Compliance Provisions AND Small Business Economic Development Advocacy (SBEDA) Form – Utilization Plan
- Attachment F – Veteran Owned Small Business (VOSB) Preference Program Tracking Form
- Attachment G – Certificate of Interested Parties (Form 1295)
- Attachment H – Notification of Observed Custodial Deficiency Form
- Attachment I – Facilities List and Service Schedule Requirements
- Attachment J – Criminal Justice Information Services (CJIS) Addendum
- Attachment K – Small Business Economic Development Advocacy (SBEDA) Presentation
- Attachment L – Proposal Checklist
- Exhibit 1 - Small Business Economic Development Advocacy (SBEDA) Program
- Exhibit 2 - No Smoking/Tobacco Products Ordinance
- Exhibit 3 - Parks and Safety Zone Ordinance

## 006 - GENERAL TERMS & CONDITIONS

Electronic Proposal Equals Original. If Vendor is submitting an electronic proposal, 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 RFCSP or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by the City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

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

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 the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the 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 RFCSP, unless otherwise specified in the Specifications/Scope of Services section of this RFCSP. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

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

## Invoicing and Payment.

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

[accounts.payable@sanantonio.gov](mailto:accounts.payable@sanantonio.gov)

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

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

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

## Information Required on Invoice.

All invoices must be in a form and content approved by the City. The City may require modification of invoices, if necessary, in order to satisfy the 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 the City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date the City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

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

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount.

**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 DAY SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern. Unless otherwise provided in the Supplemental Terms and Conditions section of this document, all prices shown on the Price Schedule shall remain firm for the duration of the contract. Vendor's price stated on the Price Schedule shall be deemed a maximum price. Vendor may provide a lower price at any time during the contract period for reasons deemed appropriate by Vendor, such as volume discount pricing for large orders.

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

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

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

Changes that do not involve an increase in contract price may, 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, the City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

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

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

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

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

### **INDEMNIFICATION.**

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

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

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.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

#### 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.

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

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

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

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

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

## State Prohibitions on Contracts:

This section only applies to a contract that:

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

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

### Prohibition on Contracts with Companies Boycotting Israel.

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

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

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

### Prohibition on Contracts with Companies Boycotting Certain Energy Companies.

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

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

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

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

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

firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

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

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

Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on such list during the course of its contract with City, City may terminate the Contract for material breach.

#### HEAT ILLNESS PREVENTION ORDINANCE 2023-08-31-0585

Effective August 31, 2023, the Heat Illness Prevention Ordinance implemented requirements to certain City-funded contracts involving activities in outdoor and unconditioned spaces.

Respondent, as an employer, is currently responsible under the General Duty Clause, Section 5(a)(1) of the Occupational Safety and Health Act of 1970 (the "Act") to provide their employees with a place of employment that "is free from recognized hazards that are causing or likely to cause death or serious harm to employees", including heat-related hazards that are likely to cause death or serious bodily harm.

The San Antonio City Council approved an ordinance on August 31, 2023, to provide criteria to further guide contractors in San Antonio heat conditions to better protect its residents and contractor employees working in San Antonio (the "Heat Illness Prevention Ordinance"), which provides:

When the heat index for San Antonio, Texas equals or exceeds 95 degrees Fahrenheit, Contractor is required to take all of the following actions for all onsite workers working outdoors or unconditioned spaces (without air conditioning):

- a) Mandate at least a fifteen (15) minute rest break for every four (4) hours worked. No employee may be required to work more than 3.75 continuous hours without a rest break. These rest breaks are in addition to and shall not take the place of other required or otherwise provided rest breaks.
- b) Provide a heat relief station at the Site with a shaded area and water.
- c) Train supervisors and workers to recognize heat hazards and take appropriate actions.
- d) Post signage with City requirements in both English and Spanish within the Site where notices to employees are customarily posted. City will prescribe the size, content, and location of signs within applicable design guidance manuals.
- e) Contractor shall submit a "heat safety plan" as part of Contractor's proposal.

By submitting a proposal to or executing contract documents with the City of San Antonio, Respondent hereby verifies that it agrees to adhere to the City's Heat Illness Prevention Ordinance during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

#### City Data

Vendors awarded a contract with the City of San Antonio agree to comply with the City's Data Governance Administrative Directive 7.12 and Data Security Administrative Directive 7.3a in the same manner required of City employees, interns, volunteers and trainees, for City Data arising out of, resulting from or related to Vendor's activities under such contract.

As between City and Vendor, City is and will remain the sole and exclusive owner of all right, title, and interest in and to all City Data, including all intellectual property rights relating thereto, subject only to any limited license expressly granted to Vendor, and Vendor is and will remain the sole and exclusive owner of all right, title, and interest in and to the Vendor materials, including all intellectual property rights relating thereto, subject only to the authorization and license granted to City.

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

**007 - SIGNATURE PAGE**

By submitting a proposal, Respondent represents that:

(s)he is authorized to bind Respondent to fully comply with the terms and conditions of City's Request for Competitive Sealed Proposals 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;

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

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

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

Respondent Information

Please Print or Type

Vendor ID No. \_\_\_\_\_

Signer's Name \_\_\_\_\_

Name of Business \_\_\_\_\_

Street Address \_\_\_\_\_

City, State,  
Zip Code \_\_\_\_\_

Email Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

City's Solicitation  
No. \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign Proposal

## 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 Proposal – a request for competitive sealed proposal in which the City will award the entire contract to one (1) respondent only.

Alternate Proposal - two (2) or more proposals with substantive variations in the item or service offered from the same respondent in response to a solicitation.

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

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

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

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

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

Director – the Director of City’s Finance Department, or Director’s designee.

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

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

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

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

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

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

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

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

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

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

Proposal Opening - a public meeting during which proposal responses are opened and the names of respondents are read aloud.

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

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

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

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

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

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

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

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

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

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

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

**009 - ATTACHMENTS**

**RFCSP ATTACHMENT A, PART ONE**

**GENERAL INFORMATION**

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

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

Principal Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Website address: \_\_\_\_\_

Year established: \_\_\_\_\_

Provide the number of years in business under present name: \_\_\_\_\_

Social Security Number or Federal Employer Identification Number: \_\_\_\_\_

Texas Comptroller's Taxpayer Number, if applicable: \_\_\_\_\_

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID. If you are conducting business in Texas, it is likely you will have to register your business with the State Comptroller. Depending on the type of business you conduct, you may also be required to obtain a permit, collect and or pay tax, and file tax returns.)

DUNS NUMBER: \_\_\_\_\_

Unique Entity ID (generated by SAM.gov): \_\_\_\_\_

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

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

\_\_\_\_\_

Partnership

Corporation; if checked, check one:  For-Profit  Nonprofit

Also, check one:  Domestic  Foreign

Other; if checked list business structure: \_\_\_\_\_

Printed Name of Contract Signatory: \_\_\_\_\_

Job Title: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Annual Revenue: \$ \_\_\_\_\_

Total Number of Employees: \_\_\_\_\_

Total Number of Current Clients/Customers: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List Related Companies:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 2. Contact Information:** List the one (1) person who the City may contact concerning your proposal or setting dates for meetings.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

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

Yes \_\_\_ No \_\_\_

- 4.** Is Respondent authorized to do business in the State of Texas?

Yes \_\_\_ No \_\_\_ If "Yes", provide Texas Secretary of State registration number.

\_\_\_\_\_

(If "No", please note the City of San Antonio requires Respondents selected for award of a contract register with the Texas Secretary of State. Changes to the registered agent or registered office information must always be filed with the Texas Secretary of State and comply with applicable statutory requirements. A sole proprietor, conducting business under an assumed name (a name other than the surname of the individual), shall file an assumed name certificate with the Office of the Bexar County Clerk. Any associated costs, fees or expenses should be considered in Respondent's price proposal.)

5. Where is the Respondent's corporate headquarters located? \_\_\_\_\_

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

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

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

Years \_\_\_\_\_ Months \_\_\_\_\_

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

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

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

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

Years \_\_\_\_\_ Months \_\_\_\_\_

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

10. **Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? Yes \_\_\_ No \_\_\_ If

“Yes”, state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

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**11. Previous Contracts:**

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

Yes \_\_\_ No \_\_\_ If “Yes”, state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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

Yes \_\_\_ No \_\_\_ If “Yes”, state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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

Yes \_\_\_ No \_\_\_ If “Yes”, state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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**12. Financial Review:** Is your firm publicly traded? Yes \_\_\_ No \_\_\_ If “Yes”, provide your firm’s SEC filing number.

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## REFERENCES

**Provide three (3) reference letters from three (3) separate organizations/companies/firms, that the Respondent has provided services to within the past three (3) years.** The contact person named on the reference letter should be familiar with the day-to-day management of the contract and would be able to provide type, level, and quality of services performed. In addition, please provide the contact information below of the references you have submitted. **City references are not allowed.**

**Reference No. 1:**

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

**Reference No. 2:**

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

**Reference No. 3:**

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

## **RFCSP ATTACHMENT A, PART TWO**

### **EXPERIENCE, BACKGROUND, QUALIFICATIONS**

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

1. Fully describe your company and experience as it relates to the following:
  - a. History of successful company projects (to include number of years in business);
  - b. History of company operations over the past three years;
  - c. History of custodial service contracts, facilities, organizations, address, phone numbers, points of contact, length of contracts and which contracts, if any, were terminated for cause or convenience.
2. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.
3. Describe length of time Respondent has performed project(s) of similar size and scope, including services in high use and high visibility public buildings.
4. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
5. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
6. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past.
7. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.
8. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
9. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

## RFCSP ATTACHMENT A, PART THREE

### PROPOSED PLAN

Prepare and submit the following items. Provide response below each item.

1. The City has implemented Ready to Work which is an education and job placement program. Respondents can learn more about this initiative at Ready to Work ([sanantonio.gov](http://sanantonio.gov)) whose goal is to connect residents to career opportunities. Describe how Respondent can leverage this initiative in their training and hiring practices.

Prepare and submit the following items.

**Custodial Services Plan** – Prepare and submit narrative responses to address the following items.

1. **Ramp Up Plan**– Describe how Respondent will ramp up to meet the City’s custodial service requirements and implement contract by April 1, 2025. Provide information such as badging, availability of products, stocking supplies and equipment. Provide an implementation timeline beginning upon notice of award for Respondent to be able to mobilize by anticipated contract state date of April 1, 2025.

2. **Staffing Plan** – Describe Respondent Staffing Plan for providing Custodial Services for Parks & Recreation Department Facilities. Provide the Respondent standard job description for Manager, Supervisor and Custodian positions. Provide a color photograph of the Respondent proposed uniform.

- a. Provide an organizational chart showing how you propose to staff the project. For each position reflected on the organizational chart, describe the number of Supervisor(s), custodians, and/or Project Manager(s) that will be assigned to the contract.

- b. Does Respondent have current staff to support a new contract or will respondent need to recruit new staff? If you need to recruit staff, how and where do you recruit new staff from? Provide a detailed response.

- c. Site: Provide the address of the facility which you will use for this project. Describe your current capacity to serve the contractual duties of this contract as well as additional capacity that you will need as a result of this contract. If additional resources are needed, describe in detail your plan for acquiring these resources. Pictures or lists of equipment/resources readily available to perform required services may be used to expand or clarify. Provide listing and quantity of Respondents current equipment/materials and supplies to perform scope of services.

- d. Describe process for performing Criminal Background Checks on all employees in accordance with 4.4, Criminal Background Checks and 4.5 Criminal Background Checks, Parks Police Facilities, and retention procedure for maintaining background checks.

- e. Describe Respondents plan for providing Extended / Emergency Service Hours as requested. Provide point of contact information.

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

Telephone Number: (     ) \_\_\_\_\_

Cell Phone Number: (     ) \_\_\_\_\_

Pager Phone Number: (     ) \_\_\_\_\_

General Manager Phone Number: (     ) \_\_\_\_\_

f. Provide a weekly staffing schedule which shows how the Respondent will cover all shifts. Complete the Staffing Plan included below as paragraph 13 and indicate the proposed number of custodians to successfully complete the requirements at each location.

3. **Quality Assurance/Quality Control (QA/QC) Plan** – Describe Respondent’s current QA/QC Plan to include procedures and personnel utilized for quality control, contract performance deficiencies and problem resolution, self – assessment, interaction with City, and control of subcontractors’ performance, if any. Explain how your current procedures meet the needs of your current customers. Provide Respondents proposed plan to meet with Facility Coordinators regularly to review services provided and any performance issues.

4. **Environmental Standards/Practices** – Describe how you intend to utilize environmentally (green) products and cleaning practices. Provide a listing of environmentally (green) products and all products that will be used to perform these custodial services.

5. **Customer Service Plan** – Describe Respondent customer service plan.

6. **Training Plan** – Describe training and instruction programs that Respondent will provide to its employees working assigned to perform these custodial services. What does training program consist of? List class name and frequency of training and continuing education.

7. **Safety Plan** – Describe how Respondent will implement a Safety Plan for the Contract, including plan to address employee injuries and accidents.

8. **Heat Safety Plan** – Describe how Respondent will implement a Heat Safety Plan for the Contract.

9. **Equipment Maintenance Plan** – Describe Respondent Equipment Maintenance Plan for equipment utilized for providing custodial services. Indicate 1) average age, 2) frequency of maintenance, and 3) frequency of replacement for the following custodial equipment:

(a) Buffers, vacuum cleaners, carpet shampoo machines, wet-vacuums, etc. High speed buffers for buffing and low speed buffers for stripping.

(b) Dust cloths, wiping cloths, mops, buckets, brooms, etc.

10. **Wages and Benefits Plan** – Indicate the range of wages that Respondent has established for the Shift Supervisor and Custodian classifications. Provide minimum qualifications and information regarding what factors determines starting wages and subsequent increases. Indicate what benefits (e.g., retirement, medical, dental, vision, life insurance, disability insurance, wellness,

leave and holidays, skills pay, tuition assistance, employee assistance program, etc.) will be provided to these job classifications and provide a cost per employee related to these benefits. Indicate what amount and percent of the costs are paid by the Respondent and what amount and percent are paid by the employee for each individual benefit. (Use charts to make this information clear.) Indicate if the benefits provided to these job classes are the same, and at the same cost, as benefits provided or made available to other job classifications in the Respondent firm.

11. **Communication** – Describe Respondent communication plan with Managers, Supervisors and Custodians. Describe devices to be utilized for quick communication access, customer service plan and discuss lines of communication and interaction with City customers, including City Staff and others. Describe any custodial management software program or self-service applications that your firm currently has in place. These can be used to track employees, log work, track inventory or any other capabilities.
12. **Security** – Describe Respondents plan and security measure to be taken to ensure all locations are secured during and at the conclusion of each work period. Describe plan for notifying Facility Coordinator of any facilities issues or irregularities or damages. Describe how Respondent shall establish and implement methods of ensuring that all keys and security codes for building access issued to Contractor by the City are not lost, misplaced, or used by unauthorized personnel.
13. **Equipment Maintenance** – Describe plan to maintain your cleaning equipment in good working operating condition.
14. **Additional Information** – Provide any additional plans and/or relevant information about Respondent’s approach to providing the required services.
15. **Complete the staffing chart shown below. Note that this chart will be part of the contract, if awarded, and will represent the minimum staffing levels that you will be required to maintain throughout the contract’s term.**

## Staffing Plan

**INDICATE THE PROPOSED NUMBER OF CUSTODIANS TO SUCCESSFULLY COMPLETE THE REQUIREMENTS AT EACH LOCATION**

	Location	Address	# of Custodians	PROPOSED NUMBER OF							Total Weekly Hours Per Custodian	Total Extended Weekly Hours for All Custodians
				Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday		
1	Berta Almaguer	135 S. Josephine Tobin; San Antonio, 78201										
2	Bode Community Center	901 Rigsby; San Antonio, 78210										
3	Commander's House Adult Center/ Ceramics Building	645 S. Main; San Antonio, 78204										
4	Copernicus Community Center	5003 Lord Road; San Antonio, 78220										
5	Cuellar Community Center	5626 San Fernando; San Antonio, 78237										
6	Dawson Community Center	2500 E. Commerce; San Antonio, 78203										
7	Denver Heights Community Center	300 Porter; San Antonio, 78210										
8	Fairchild Community Center	1214 E. Crockett San Antonio, 78202										
9	Father Roman Community Center	11030 Ruidosa; San Antonio, 78214										

**Staffing Plan**

	Location	Address	# of Custodians	PROPOSED NUMBER OF HOURS							Total Weekly Hours Per Custodian	Total Extended Weekly Hours for All Custodians
				Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday		
10	Frank Garrett Community Center (Parks Areas Only)	1226 NW 18 <sup>th</sup> St.; San Antonio, 78207										
11	Garza Community Center	1450 Mira Vista; San Antonio, 78228										
12	Granados Adult Center	500 Freiling; San Antonio, 78213										
13	Harlandale Community Center	7227 Briar Place; San Antonio,										
14	Hillside Acres	8110 Clegg; San Antonio, 78242										
15	Jean Yates Community Center	528 Rasa; San Antonio, 78227										
16	Lincoln Community Center	2915 E. Commerce San Antonio, 78202										
17	Lion's Field Adult Center	2809 Broadway; San Antonio, 78212										
18	Lou Hamilton Community Center	10700 Nacogdoches ; San Antonio										
19	McFarlin Tennis Center Building	1503 San Pedro; San Antonio, 78212										
20	Melendrez Community Center	5919 W. Commerce; San Antonio 78237										
21	Miller's Pond Community Center	6175 Old Pearsall Rd. San Antonio, 78242										

	Location	Address	# of Custodians	PROPOSED NUMBER OF HOURS							Total Weekly Hours Per Custodian	Total Extended Weekly Hours for All Custodians
				Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday		
22	New Territories	9023 Bowen; San Antonio, 78250										
23	Normoyle Community Center	700 Culberson; San Antonio, 78211										
24	Palm Heights Community Center	1201 W. Malone; San Antonio, 78225										
25	Park Police Jack White Substation	3803 Old Seguin Road; San Antonio, 78216										
26	Phil Hardberger Park Urban Ecology	8400 NW Military Highway; San Antonio, 78216										
27	Ramirez Community Center	1011 Gillette Road; San Antonio, 78224										
28	Roosevelt Club House	331 Roosevelt; San Antonio, 78210										
29	S. Flores Facility	7930 S. Flores; San Antonio, 78221										
30	San Juan Brady Community Center	2307 S. Calaveras; San Antonio, 78207										
31	South San Community Center	2031 Quintana Road; San Antonio, 78211										
32	Quintero Community Center	3100 Hiawatha San Antonio, 78210										
33	Tobin Community Center	1900 W. Martin; San Antonio, 78207										

	Location	Address	# of Custodians	PROPOSED NUMBER OF HOURS							Total Weekly Hours Per Custodian	Total Extended Weekly Hours for All Custodians
				Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday		
34	Virginia Gill	7902 Westshire; San Antonio, 78227										
35	Ward Community Center	435 E. Sunshine; San Antonio, 78228										
36	Woodard Community Center	1011 Locke Road; San Antonio, 78208										
37	Woodlawn Lake Park Gym	1103 Cincinnati; San Antonio, 78201										
38	Woodlawn Lake Park Wifi Room	208 Alexander Rd.; San Antonio, 78201										
39	San Antonio Natatorium	1430 W. Cesar E. Chavez Blvd.										
40	Park Police Substation-McAllister	12111 Wetmore Rd.										
41	Park Police Substation – Leon Vista	8561 Rochelle Rd.										
42-A	Wheatley Height - Event Hall	200 NobleWood Dr.										
42-B	Wheatley Height Field House	200 NobleWood Dr.										
42-C	Wheatley Height - Home Side Men's Restroom	200 NobleWood Dr.										
42-D	Wheatley Height - Home Side Women's Restroom	200 NobleWood Dr.										

42-E	Wheatley Height - Home Side Handicap Restroom	200 NobleWood Dr.											
42-F	Wheatley Height Visitor Side Men's Restroom	200 NobleWood Dr.											
42-G	Wheatley Height - Visitor Side Women's Restroom	200 NobleWood Dr.											
42-H	Wheatley Height - Visitor Side Handicap Restroom	200 NobleWood Dr.											
42-I	Wheatley Height - Total (5) Trash/Recycle Receptacle Inside Fenced Complex	200 NobleWood Dr.											

## RFCSP ATTACHMENT B

### PRICE SCHEDULE

(Posted as a separate document).

Indicate a fixed price per line item / sub-line item for performing the services and providing the commodities as specified in this RFCSP. **Respondent must propose fixed price for each item / sub-line item of the Price Schedule or Respondent's proposal may be deemed non-responsive.**

**Respondent's proposal must be based on the proposed contract term, including renewal periods, stated in this RFCSP.** Proposing a different term of contract, or renewal terms may lead to disqualification of Respondent's proposal from consideration. As such, Respondent must provide pricing in the manner set forth in the RFCSP's Price Schedule. Failure to do so may lead to disqualification of respondent's proposal from consideration.

Bidder may be deemed non-responsive for line items submitted by Bidder as: "No Bid" or "left blank". Line items marked by Bidder as "Included", "N/C", or "\$0.00" will be determined by the City as Bidder will provide service to City at No Charge.

## **RFCSP ATTACHMENT C**

### **CONTRACTS DISCLOSURE FORM**

Complete and submit a Contracts Disclosure Form with the proposal. The Contracts Disclosure Form may be downloaded and completed electronically at: <https://webapp1.sanantonio.gov/ContractsDisclosure/>

Click on the "Print" button at the bottom of the page and place a copy in your proposal response as indicated in the Proposal Checklist.

For more information on Ethics Code and Disclosures, please visit:

<https://www.sa.gov/Directory/Departments/OCC/Ethics>.

For more information on updates to the Ethics Code and Municipal Campaign Finance Code, approved by City Council on May 2, 2024 and were effective on October 1, 2024, please visit: <https://www.sa.gov/Directory/Departments/OCC/Ethics/Revisions>. Resources are available to include a Vendor Frequently Asked Questions (FAQs) with key changes and compliance requirements for vendors working with the City, including non-profit organizations.

**RFCSP ATTACHMENT D**

**LITIGATION DISCLOSURE FORM**

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

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

Yes \_\_\_ No \_\_\_

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

Yes \_\_\_ No \_\_\_

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

Yes \_\_\_ No \_\_\_

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

**RFCSP ATTACHMENT E**  
**SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM**  
**AND**  
**SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) FORM**  
**UTILIZATION PLAN**

(Posted as separate documents).

**RFCSP ATTACHMENT F**

**VETERAN-OWNED SMALL BUSINESS (VOSB) PREFERENCE PROGRAM TRACKING FORM**

(Posted as a separate document).

## RFCSP ATTACHMENT G

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

Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address: <https://www.ethics.state.tx.us/filinginfo/1295>

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

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

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

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

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

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

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

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

**RFCSP ATTACHMENT H**

**NOTIFICATION OF OBSERVED CUSTODIAL DEFICIENCY FORM**  
(Posted as a separate document).

**RFCSP ATTACHMENT I**

**FACILITIES LIST AND SERVICE SCHEDULE REQUIREMENTS**  
(Posted as a separate document).

**RFCSP ATTACHMENT J**

**CRIMINAL JUSTICE INFORMATION SERVICES (CJIS) ADDENDUM**  
(Posted as a separate document).

**RFCSP ATTACHMENT K**

**SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA)  
PRESENTATION**  
(Posted as a separate document).

**RFCSP EXHIBIT 1**

**SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA)  
PROGRAM LANGUAGE**  
(Posted as a separate document).

**RFCSP EXHIBIT 2**

**NO SMOKING/TOBACCO PRODUCTS ORDINANCE**  
(Posted as a separate document).

**RFCSP EXHIBIT 3**

**PARKS AND SAFETY ZONE ORDINANCE**  
(Posted as a separate document).

## RFCSP ATTACHMENT L

### PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
*General Information Form and three (3) Reference Letters RFCSP Attachment A Part One	
Experience, Background & Qualifications RFCSP Attachment A Part Two	
Proposed Plan RFCSP Attachment A Part Three	
Price Schedule RFCSP Attachment B	
+*~Contracts Disclosure Form RFCSP Attachment C	
*Litigation Disclosure Form RFCSP Attachment D	
+SBEDA Form RFCSP Attachment E; and Associated Certificates, if applicable	
+Veteran-Owned Small Business Program Tracking Form RFCSP Attachment F	
+Certificate of Interested Parties (Form 1295) RFCSP Attachment G	
*Proof of Insurability Insurance Provider's Letter AND Copy of Current Certificate of Insurance	
Financial Information	
+*Signature Page RFCSP Section 007	
Facility List and Service Requirements RFCSP Attachment I	
Criminal Justice Information Services (CJIS) Addendum + RFCSP Attachment J	
Proposal Checklist RFCSP Attachment L	
+ Signed Addenda, if applicable.	
One (1) <b>COMPLETE</b> electronic copy.	

+ Documents marked with a "+" on this checklist require a signature.

\* Documents marked with a "\*" on this checklist are required from Co-Respondents as well as prime contractors.

~ Documents marked with a "~" are required from subcontractors.

**Be sure all forms that require a signature are signed prior to submittal of proposal.**