



CITY OF SAN ANTONIO
FINANCE DEPARTMENT, PROCUREMENT DIVISION

REQUEST FOR COMPETITIVE SEALED PROPOSALS ("RFCSP")
NO.: 6100017650; 24-052

ANNUAL CONTRACT FOR PARKS AND HISTORICAL CEMETERIES MOWING SERVICES

Date Issued: May 24, 2024

PROPOSALS MUST BE RECEIVED NO LATER THAN:
11:00 a.m., CENTRAL TIME, July 16, 2024

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, July 16, 2024

RFCSP No.: 6100017650; 24-052

| | | | |
|----------------|-------------------|---------------|--------|
| Proposal Bond: | Performance Bond: | Payment Bond: | Other: |
| Yes | Yes | No | No |

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: Yes DBE / ACDBE Requirements: No

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

Pre-Submittal Conference * YES Site Tour * YES

*If YES, the Pre-Submittal Conference will be held at 9:00 a.m., Central Time, on June 05, 2024, via WebEx. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

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:** 2631 556 9696 | **Meeting Password:** COSA
Join from the meeting link:

<https://sanantonio.webex.com/sanantonio/j.php?MTID=m4021b010c0b7e2c2198c011cc7e61b2f>

Additionally, a site visit will be held **at 11:30 a.m. Central Time, on June 5, 2024:**

Pearsall Park, Trailhead & Sports Soccer Field
Park Address: 4700 Pearsall Road
San Antonio, TX 78242

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 site visit must RSVP by May 31, 2024, at 3:00 PM CT via email to Angela Alonso-Smith, Procurement Specialist III, at ANGELA.ALONSO-SMITH@SANANTONIO.GOV.
- b. All attendees must check-in with City's procurement staff member present to sign-in. The respondent's representatives attending the site tour shall be limited to 3-4 attendees.

Staff Contact Person: ANGELA ALONSO-SMITH, PROCUREMENT SPECIALIST III, 210-207-2702, ANGELA.ALONSO-SMITH@SANANTONIO.GOV.

SBEDA Contact Information: 210-207-3922, SBEDADOCS@SANANTONIO.GOV.

PROHIBITED CAMPAIGN CONTRIBUTIONS

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

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

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

****For this solicitation, the first day contributions are prohibited is June 10, 2024.
The first day contributions may be made is the 31st day after the contract is approved at a City Council “A” Session.***

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.

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

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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 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 June 11, 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, anticipated City Council agenda date, and a review of the solicitation process.

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. For electronic submissions, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

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.

Variances 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 variances 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; his or her spouse, sibling, parent, child, or other family member within the first degree of consanguinity or affinity;

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

By submitting a bid, 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/atty/ethics/pdf/OCC-CIQ-Addendum.pdf>

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

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

Do not include these forms with your sealed bid. The 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.

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

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

EXPERIENCE, BACKGROUND & 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.

EQUIPMENT LIST. Complete and submit the Equipment List, found in this RFCSP as Attachment C.

CONTRACTS DISCLOSURE FORM. Complete and submit a Contracts Disclosure Form, Attachment D, with the proposal. The Contracts Disclosure Form may be downloaded at:

- Link to complete form electronically: <https://webapp1.sanantonio.gov/ContractsDisclosure/>
- Link to access PDF form to print and handwritten information: <https://www.sanantonio.gov/portals/0/files/clerk/ethics/ContractsDisclosure.pdf>

1. Download form and complete all fields. All fields must be completed prior to submitting the form.
2. All Respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
 - a. names of the agency board members and executive committee members,
 - b. list of positions they hold as an individual or entity seeking action on any matter listed:
 - (1) The identity of any individual who would be a party to the transaction;
 - (2) The identity of any entity that would be a party to the transaction and the name of:
 - a. Any individual or entity that would be a subcontractor to the transaction;
 - b. Any individual or entity that is known to be a partner or a parent entity of any individual or entity who would be a party to the transaction, or any subsidiary entity that is anticipated to be involved in the execution of the transaction; and
 - c. The board members, executive committee members and officers of entities listed above; and

- (3) The identity of any lobbyist, attorney or consultant employed for purposes relating to the transaction being sought by any individual or entity who would be a party to the transaction.

c. names and titles of officers of the organization.

3. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

LITIGATION DISCLOSURE FORM. Complete and submit the Litigation Disclosure Form, found in this RFCSP as Attachment E. 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 F.

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 G.

PROPOSAL BOND. Submit proposal bond in the amount of \$1,000. For electronic submissions, Respondent must provide the original Proposal Bond to the City of San Antonio Finance Department, Procurement Division prior to bid opening. Respondent shall include a copy of the Proposal Bond with the Respondent's electronic submission through the SAePS Portal. See Section 005 - Supplemental Terms & Conditions, Subsection Proposal Bonds.

PERFORMANCE BOND. Contractor shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United State Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the full amount of the contract price.

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 H. 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.

FINANCIAL INFORMATION. “Submit a recent copy of a Dun and Bradstreet financial report, or other 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 I.

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:

Experience, Background, Qualifications (30 points)

Proposed Plan (30 points)

Price (20 points)

SBE Prime Contract Program (10 pts)

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

M/WBE Prime Contract Program (10 pts)

Certified M/WBE firms (see Minority/Women Business Enterprise definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime CONTRACTORS proposing at least 51%

M/WBE participation (Prime and/or Subcontractor) will receive ten **(10)** evaluation criteria points.

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

4.0 SCOPE OF SERVICES

The City of San Antonio is soliciting proposals for a Contractor to furnish all labor, equipment, materials, and tools required to provide mowing services for the Parks & Recreation Department in accordance with the specifications listed herein. These services are required to maintain a professional grounds appearance in an attractive and manicured manner of park areas, trail heads, trails (a.k.a. greenways), sports fields, natural areas, and historical cemeteries which are all under the direct supervision of the Parks & Recreation Department. Mowing services shall include, but are not limited to, mowing, edging, trimming, leaf/debris blowing and sweeping. The scope of services does not include any irrigation, tree trimming or shrub pruning.

Mowing services will be completed according to an established schedule within nine (9) established groupings throughout the City labeled Sectors 1 through 9. The total acreage to be mowed is approximately 2,190 acres at 276 locations, which include urban parks, sports field, natural areas, park trails and trailheads, and historic City cemeteries. Contractors may submit a proposal on one (1) Sector, multiple Sectors, or all Sectors but must submit a price proposal on every location listed within a sector. For example, Sector 1: North Urban Parks Region includes 47 locations; Contractor must submit a price for all 47 locations to be considered responsive for Sector 1. No partial submission within Sectors will be accepted. Contractors must submit a price proposal for all locations listed in a Sector in order to be considered responsive for that Sector. The City will evaluate proposals by Sector.

City may award a contract by Sector number, one Contractor per Sector, possibly resulting in award of multiple service contracts under this solicitation.

4.1 DEFINITIONS:

Landscaped Turf Areas are defined as any turf areas that are specifically designed, planted, or cultivated to enhance and/or improve aesthetics of the facility, building, structure, or area.

4.2 GENERAL REQUIREMENTS

- 4.2.1 The Contractor shall furnish the necessary labor and materials, service equipment, tools, transportation methods of communications, and if required miscellaneous services for the proper execution and completion of the work; and shall perform all services, as stated in this scope of services.

- 4.2.2 Contractor shall provide full time supervision and properly skilled staff to perform the work required under this contract Unless specified to the contrary, all workmanship shall be up to the best recognized standards known to the trade.
- 4.2.3 Prior to submitting a proposal, the Contractor shall become familiar with each of the sites and be held accountable for having examined the existing conditions which may affect the work under which he/she will be obligated to perform.
- 4.2.4 City Mentor Protégé Program. The prime respondent awarded this contract is required to serve in the City's Mentor Protégé Program. If matched with a protégé, your firm shall participate in the partnership for 2 years. The respondent shall be required to develop an action plan and meet its objectives with the protégé. Mentor and protégé shall meet monthly. To learn more about the program, please visit www.besanantonio.com

4.3 MINIMUM REQUIREMENTS

- 4.3.1 The forfeiture of any required license or certification during the term of this contract shall be cause for immediate cancellation of this contract.
- 4.3.2 Equipment List. Contractor must possess or have the ability to acquire equipment identified in Attachment C - Equipment List prior to contract commencement.
- 4.3.3 Pesticide Commercial Applicator License. Contractor must have a current Pesticide Commercial Applicator License to engage in the application of pest control products issued by the Texas Department of Agriculture. Contractor must provide a copy of the stated license with Contractor's proposal and must maintain the license throughout the duration of the contract.

4.4 PARK WORK LOCATIONS

Below are general locations requiring service under this contract. A completed listing of Park locations and acreage are shown on Attachment B - Price Schedule. Available maps of each location outline the mowing boundaries and distinguish the 'mowable' acres versus the total property acreage and will be provided to awarded vendor. Individual Mowing maps will be provided to the awarded contractor. All acreages listed below are estimates and reflect the acres to be mowed and not necessarily the entire property acreage. City's estimates shall be used for all purposes.

All park's locations can be found on the City Park's website link at: <https://gis.sanantonio.gov/ITSD/ParkSearch/index.html> by searching the park's name in the Find a Park search field. The Find a Park tool highlights everything in the Park system to include every park, natural area, trail, cemetery, etc.

| Sector | Sector Region | # of Site Locations | Total Mowable Acres |
|---------------|----------------------------|----------------------------|----------------------------|
| 1 | North Urban Parks | 47 | 339.39 |
| 2 | South Urban Parks | 46 | 383.08 |
| 3 | East Urban Parks | 39 | 484.37 |
| 4 | West Urban Parks | 41 | 423.78 |
| 5 | Central Urban Parks | 25 | 191.65 |
| 6 | Downtown Urban Parks | 10 | 23.53 |
| 7 | Natural Area Parks | 6 | 31.38 |
| 8 | Historic City Cemeteries | 15 | 50.07 |
| 9 | Park Trails and Trailheads | 47 | 262.77 |
| | TOTAL | 276 | 2,190.02 |

4.5 PARKS AND TRAILS - SERVICE CYCLE QUANTITY AND HOURS

Contractor shall provide mowing services as per required cycles on Attachment B - Price Schedule. Contractor shall provide Parks & Recreation Department with a mowing schedule seven (7) days after contract award. That schedule shall become part of this contract and be incorporated as if fully set forth herein.

- 4.5.1 Work Schedule Modifications -The City reserves the right to adjust and/or modify proposed work schedules, as necessary, due to heavy peak periods or weather conditions, such as heavy rain or drought. Drought conditions in San Antonio may last a few weeks to several months, which would require little or no mowing; therefore, the City reserves the right to suspend mowing at any or all locations.
- 4.5.2 Depending on the weather, the frequency of services may be increased or decreased as authorized by the Parks & Recreation designee. Service calls beyond the estimated cycle(s) shall be billed according to price per cycle bid on the price schedule.
- 4.5.3 Service Times - Services shall take place only between the hours of 7:00 a.m. and 7:00 p.m. CT, Monday through Friday, excluding City Holidays. The current City Holiday Schedule is available at <http://www.sanantonio.gov>.
- 4.5.4 Air Quality Alert Days - Services using gasoline-powered lawn equipment may not be performed on Air Quality Alert Days unless EPA low emission units are approved by the City. Contractor must make up missed cycles as soon as possible after a missed cycle due to an Air Quality Alert Day or inclement weather.
- 4.5.5 Contractor shall report graffiti to the "Graffiti Hotline" at 210-207- 4400 or 311.
- 4.5.6 Contractor will submit completion dates of mowing set by the City via email to designated City staff. City will be conducting inspections after contractor mowing to determine proper

completion.

4.6 TEMPORARY REDUCTION IN SERVICE SCHEDULES

There may be periods during the year where the City may require services being reduced, suspended or halted temporarily at some locations.

- 4.6.1 During dormant periods, the City may require that Contractor reduce the number of cycles or suspend services all together.
- 4.6.2 Adjustments and/or modifications to the schedule must be coordinated and implemented by designated Parks and Recreation staff.
- 4.6.3 The City will provide advance notice via email to Contractor for schedule modifications. The City shall have no obligation to pay when services are not performed.
- 4.6.4 Any adjustments to the schedule made by City shall be in writing and become part of this contract and be incorporated as if fully set forth herein.

4.7 SITE ADDITIONS / DELETIONS / MODIFICATIONS

During the contract period, the City may add, delete or modify locations to or within the contract.

- 4.7.1 Deleted Site on Contract - If a site is deleted from the contract, the Contractor shall cease performing services for the location as of the effective date of City's notice, and shall no longer invoice for the specific site.
- 4.7.2 Added Site on Contract - If a site is added to the contract, the pricing will be at the rate per acre per cycle, as designated on Attachment B – Price Schedule, Additional Sites / Acreage, line items 277, 278, 279, as applicable.
- 4.7.3 Price Per Cycle Modifications - If a site is modified, the increase or decrease in price will be prorated and calculated by determining the price per acre based on the rate per cycle for that site. For example, if a site currently has 34 acres, and the price per cycle is \$150, the price per acre would be calculated as $\$150 \div 34 = \4.41 per acre. If 10 acres are added to the site, the new price per cycle for the site would be $\$4.41 \times 44 = \194.04 .
- 4.7.4 Contractor will be paid at the rates proposed for newly added locations in accordance with Attachment B – Price Schedule, Additional Sites / Acreage, line items 277, 278, and 279.

4.8 SERVICE EQUIPMENT / SUPPLIES

Contractor shall supply all necessary service equipment and associated supplies to perform mowing service requirements as stated herein.

- 4.8.1 Required Equipment - Contractor's required equipment shall at minimum include, but is

not limited to tractors with 88" flail mowers, 15' batwing mower attachment, whirlwind attachments, ZTR mowers with 48", 60" or 72" cutting decks, 32" walk behind mower, string trimmers, and back pack blowers. Contractor shall use mowers with floating decks and/or deck castor wheels to avoid scalping turf or uneven mowing when mowing on rough terrain.

Contractor Logos on Equipment. All driving equipment shall have the contractor's company logo legibly displayed and affixed to the equipment.

4.8.2 City encourages the use of equipment operating a Tier 4 conventional fuel engine or alternative fuel such as Compressed Natural Gas, Propane or Electricity (Tier 4 is defined as a federally mandated air-quality emissions standard established by the U.S. Environmental Protection Agency (EPA) that applies to new diesel-powered mower engines (25 horsepower and larger). Mower equipment distributors such as Toro, John Deere, Jacobsen and Grasshopper offer the new Tier 4 diesel equipment).

4.8.3 ANSI and OSHA Equipment Safeguards - All equipment must be equipped with safe guards as outlined by ANSI and OSHA. Any additional equipment required to accomplish the requirements of this contract shall be of the size and type customarily used to accomplish work of this kind and no equipment shall be used which is harmful to the areas being serviced.

4.8.4 All equipment shall be in good working condition at all times and mowing blades shall be appropriately sharpened prior to service.

4.8.5 Any additional equipment required to accomplish the requirements of this contract shall be of the size and type customarily used to accomplish work of this kind and no equipment shall be used which is harmful to the areas being serviced.

4.8.6 Required String Trimmers - Contractor shall be equipped with enough string trimmers and employees to complete manicured edging where applicable and to operate them when ground Conditions are too saturated or wet to allow for mowing equipment to be operated, to prevent causing significant damage or compaction to turf. City will not be responsible for any materials, tools and/or equipment that are unattended by Contractor. Please refer to and complete Attachment C - Equipment List.

4.9 PERSONNEL REQUIREMENTS

4.9.7 Staffing Requirements - Contractor shall be required to employ staff necessary to complete the requirements of this contract. At minimum, personnel shall include, but is not limited to:

Manager - Serves as the primary contact with the City. The Manager shall manage the provision of services, administer the contract, assure supervision of staff, and ensure that the area mowed meets or exceeds the scope requirements.

Crew Leader(s) - consist of staffing to be the main responders to emergency situations

or site specific questions/problems, specific work details and priorities.

Laborers - provide the day to day services.

4.10 TASK SPECIFIC MOWING SERVICE REQUIREMENTS

4.10.1 URBAN PARKS, PARK NATURAL AREAS, AND PARK TRAILS AND TRAILHEADS:

4.10.2 Mowing Times and Contractor Schedule - Mowing times shall not occur before 7:00 a.m. or after 7:00 p.m. CT, except as otherwise directed or approved by the City. Contractor shall provide Parks and Recreation Department with a mowing schedule prior to commencement of contract.

4.10.3 Mowing Heights - Mowing shall be accomplished to a height of between 3 and 4 inches in a professional manner so as not to scalp turf or leave areas of uncut grass. The City may require height adjustment as needed due to seasons, turf conditions, weather conditions, or special requests at no additional cost. Such heights shall be determined by the Parks & Recreation Department representative through written notification to the Contractor. All mowing shall be even and consistent.

4.10.4 Greenway Trails & Park Trails Mowing Heights

- Trails shall be mowed to a height of between 3 and 4 inches and a width of approximately 4 feet on either side of the trail.
- Parks Trails and Trailheads – Trails will primarily include mowing 4 feet on both sides of the trail, but may also include mowing around parking lots, picnic tables, rocks, signs, benches, and frontage road right of way areas.
- ***Note:** Some trails, including Trailheads and some sections of the Greenway Trails may include mowing additional acres outside of the 4 foot trail boundary (see maps) and may also include some "no mow zone" areas (see maps).

4.10.5 Open Field Mowing Height

Open field mowing shall be accomplished with a shredder to a height of 5 inches in a professional manner so as not to scalp turf or leave areas of uncut grass. The City may require height adjustments as needed due to seasons, turf conditions, or weather conditions. Such heights shall be determined by City designee through written notification to the Contractor. All mowing shall be even and consistent.

4.10.6 Wildflower Season. During spring wildflower season, typically from March - June, the mowing footprint of some parks may change to allow for natural occurring displays of wildflowers throughout the parks system. The Parks Department will communicate any changes related to wildflowers and mowing, in advance of the season.

4.10.7 Optimal Manicure Speed. Equipment must be operated at an optimum traveling speed to match the blade speed to properly cut grass and provide the optimal desired

“manicured” cut designated by the Parks & Recreation staff. Mowing areas may include uneven terrain, slopes and trails.

- 4.10.8 Hand/String Trimming Required. Hand/string trimming shall be accomplished around trees, plants, shrubs, signs, water faucets, valves, fences, posts, and other appurtenance or hard surfaces. Contractor shall also string trim ground cover landscapes (ex: jasmine ground cover).
- 4.10.9 Contractor Preventative Damage. Contractor shall take extreme care not to damage trees, plants, flowers, shrubs, signs, water faucets, valves, other appurtenances, irrigation systems or create ruts in ground surface. Contractor shall be responsible for any damage, which shall be repaired or replaced by City at Contractor’s expense.
- 4.10.10 Avoid Bumping and Gridding. The Contractor shall mow and trim sites in such a manner to avoid bumping, girdling, or any other activity that may cause damage to trees, shrubs, plants, fences, posts, or other hard surfaces. Contractor shall not mow under conditions wet enough that may result in damage to turf or create unsafe mowing conditions.
- 4.10.11 Avoid Mud and Grass Tracks - Contractor shall take extreme caution when driving over sidewalks and trails to not cause mud/grass tracks. Mud and grass tracks are not acceptable and shall be avoided.
- 4.10.12 The following minimum precautions shall be taken to avoid damage:
- Power mowers shall not be operated closer than four (4) inches to lighting fixtures, markers, other structures or tree trunks.
 - Outside wheel widths on riding type tractors shall not exceed the width of the mower deck. Speed of all lawn mowing equipment shall be restricted to that required for safe and prudent operations.
 - String trimmers shall be used to trim grass from around monuments, markers, lighting fixtures or other structures.
- 4.10.13 Scalped Turf - Scalped turf (i.e. turf cut down to ground level) will be considered damage to City property. If said turf dies, the Contractor will replace turf with exact same type of turf at Contractor’s expense, or City may replace same at Contractor’s expense.
- 4.10.14 Damage to Property - The Contractor must take extreme care not to damage any park patron or citizen personal property (i.e., cars, windows, etc.). City may invoice Contractor for the cost of repairs/replacements to City property or deduct the cost from Contractor’s payment otherwise due hereunder. The City employs certified park employees in the specific areas identified above who will assess and report damages and associated costs to the Parks Manager. Contractor agrees to abide by City’s determination of fault and determination of costs.

4.11 HISTORICAL CEMETERY MOWING

4.11.1 Prior to mowing, Contractor shall pickup and remove and dispose of all debris trash and small brush inclusive of fallen branches and palm leaves. Contractor shall mow open areas, trim around all gravestones, boundary borders, grave covers, monuments, fence lines, trees/shrubs and the ditches up to the paved road. Mowing shall be accomplished to a height of not less than 3" and no more than 4" in a professional manner so as not to scalp turf or leave areas of uncut grass. The City may require height adjustments as needed due to seasons, turf conditions, or weather conditions. Such heights shall be determined by Parks & Recreation Department Representative through written notification to the Contractor. All such notifications shall be incorporated as if fully set forth herein. All mowing shall be even and consistent.

4.11.2 Equipment must be operated at an optimum traveling speed to match the blade speed to properly cut grass and provide the optimal desired "manicured" cut designated by the City staff.

4.11.3 Contractor shall mow as close as possible to all fixed objects, taking extreme care not to damage trees, plants, shrubs, signs, water faucets, valves, or any appurtenances including gravestone or tombstones. No ruts in ground surface or visible mow tracks shall exist as a result of mowers or other equipment utilized in the performance under this Contract.

All ruts or visible mow tracks shall be sufficiently covered by Contractor, so they do not appear as such. Contractor shall be responsible for any damage to these objects, which shall be replaced by Contractor at Contractor's expense. Contractor shall be responsible for taking necessary precautions to prevent damage to headstones, markers, monuments, flower vases, and other structure during maintenance operations. Particular care will be necessary to protect headstones from chipping, scraping, scratching, breaking or soiling.

4.11.4 City may invoice Contractor for said costs or deduct the cost from Contractor's payment otherwise due hereunder. Note: City employs certified employees in specific areas identified above. These City employees will assess and report damages and associated costs to the Department Representatives. Contractor agrees to abide by City's determination of fault and determination of costs.

4.11.5 Hand/string trimming shall be accomplished around trees, plants, shrubs, signs, water faucets, valves, and other appurtenance or hard surfaces.

4.11.6 The entire grounds including parking areas, fence lines, walkways, trees, shrubs, ground-cover, landscaped, and mulched areas shall be weeded at each service call to avoid weed accumulation and unwanted vegetation. In addition, areas around all utility poles, flag poles, and sidewalk/curb cracks shall be kept free of weeds or shrubbery which may grow around or within them.

4.11.7 Landscaped and groundcover areas such as, but not limited to, planter beds, rock beds, mulched beds, and tree wells shall be kept free of weeds, debris or other objectionable materials.

4.11.8 The Contractor shall mow and trim sites in such a manner to avoid bumping, girdling, or any other activity that may cause damage to trees, shrubs, plants, fences, or other hard surfaces.

4.11.9 Contractor shall not mow under conditions wet enough that may result in damage to turf or create unsafe mowing conditions.

4.12 PRECAUTIONS TO AVOID DAMAGE

The following minimum precautions shall be taken to avoid damage:

4.12.1 Power mowers shall not be operated closer than four (4) inches to headstones, monuments, markers, other structures or tree trunks.

4.12.2 Outside wheel widths on riding type tractors shall not exceed the width of the mower deck. Speed of all lawn mowing equipment shall be restricted to that required for safe and prudent operations.

4.12.3 Scalped turf (i.e. turf cut down to ground level) will be considered damage to City property. If said turf dies, the Contractor will replace turf with exact same type of turf at Contractor's expense, or City may replace same at Contractor's expense.

4.12.4 No tools or other articles shall be placed on or leaned against headstones. Contractor's personnel shall not be permitted to sit on or lean against headstones at any time.

4.12.5 String trimmers shall be used to trim grass from around headstones, monuments, markers, or other structures.

4.12.6 Vehicle may only be driven and parked on cemetery roads.

4.13 REMOVAL OF GRASS CLIPPINGS / DEBRIS

4.13.1 Removal of cut grass from the turf area where growth occurred shall not be required unless grass is clumped. It is the City's goal to ensure aesthetically pleasing parks, so all clumped grass due to moisture should be removed or spread out evenly.

Removal of Cut Grass on Hard Surfaces and Adjacent Properties. Cut grass and debris which falls or is thrown upon the pavement, streets, sidewalks, driveways, adjacent properties, or other hard surface through the action of the work crew, shall be removed from the project area prior to the exit of the work crew from the work site.

4.13.2 Debris Disposal. Contractor shall ensure said debris is disposed of in a proper manner. Debris shall not be deposited into City or privately owned trash receptacles, dumpsters or left on the grounds of any facility.

4.13.3 Proper Blowing of Debris. Grass, weeds, trash, leaves, branches or debris shall NOT be blown or discharged into the streets or gutters nor onto private citizen property.

- 4.13.4 Appropriate Debris Disposal - Contractor shall properly dispose of all debris, old materials, and trash resulting from the specified work in an approved landfill. Contractor shall be responsible for the disposal of all waste or hazardous materials resulting from the work. Handling and transporting of waste or hazardous materials shall be performed in accordance with safety and environmental regulations. Contractor shall meet all Federal, State, and Local regulations for the disposal of the waste.

4.14 EDGING, STRING AND CHEMICAL TRIMMING

- 4.14.1 Contractor shall cut and remove all plant materials immediately adjacent to or under project area structures, poles, trees, signs, fences, planting beds, etc. This shall also include the removal of all plant material from expansion joints and any other cracks in curbs, sidewalks (both sides), driveways and any other hard surface.
- 4.14.2 All trimming shall be accomplished by maintaining the cutting height consistent with the 4 ' mowing height or any adjusted height requested by the City.
- 4.14.3 Trimming shall follow all mowing in the area to not only trim around objects and along sidewalks, but also to trim grass missed by mowers.
- 4.14.4 Trimming Around Trees - Special care shall be given to trimming around small trees as not to inflict damage to the bark of the trees.
- 4.14.5 Chemical Trimming Prior Written Approval - Trimming may be reduced by chemical trimming, ONLY WITH PRIOR WRITTEN APPROVAL of Parks & Recreation, per each application and location requested. Any chemical trimming must be scheduled with the Parks & Recreation Department prior to application. Any chemical trimming approved by the Parks & Recreation Department shall be applied in accordance with all federal, state, and local applicable laws, standards, and regulations necessary to perform the services, including, but not limited to Material Safety Data Sheets and Texas Structural Pest Control Board Law and Regulations.
- 4.14.6 Edging - All areas where grass abuts hard surfaces such as sidewalks, curbs, and lawn perimeters shall be edged at each service cycle. Contractor shall string trim around fences, posts, buildings, walks, and curbs to maintain an attractive, even, finished appearance.
- 4.14.7 Areas where an edge is difficult to maneuver, such as fences, flower beds, utility poles and other immobile objects shall be cut with a string trimmer or by hand to the same height as the lawn areas.
- 4.14.8 Mechanically Edged Sidewalks and Curbs - All sidewalks, curbs, and steps must be mechanically edged to a one inch (1") depth and 1/4 inch width where they exist exposing the concrete surface. The initial edging shall be completed by the end of the first cycle.
- 4.14.9 Vertical Cut Edges - All edges must be maintained throughout the duration of the contract

using a vertical cut approach. All material dislodged by edging must be removed from the site. Sidewalks must be edged on both sides.

- 4.14.10 Concurrent Trimming - All trimming must be accomplished concurrently with mowing operations.

4.15 TREE WELLS MAINTENANCE

- 4.15.1 Contractor shall maintain all mulched areas adjacent to trees free of weeds.
- 4.15.2 Care should be taken to prevent mechanical damage to landscape and for aesthetic purposes. Contractor shall ensure, that mulch will not be disturbed at any time.
- 4.15.3 Herbicides Prior Written Approval - Contractor will not be allowed to spray herbicides without the written approval of the City. With written approval per site, herbicides such as Roundup may be used in place of mowing or weed eating to protect tree wells and mulched areas.
- 4.15.4 Pesticide Application Certification - Contractor must have at least one person certified in pesticide application on staff.
- 4.15.5 Damaged and Disturbed Mulch - Contractor will be responsible for the replacement of any damaged/disturbed mulch with like mulch as a result of the Contractor's service. Parks & Recreation representative must approve replacement mulch prior to application.

4.16 LITTER PICK UP PRIOR TO MOWING

- 4.16.1 Litter shall be picked up and legally disposed of from the grounds and landscaped areas prior to each service cycle. "Litter" is defined as branches, trash or garbage, which is discarded onto the City grounds, and includes, but is not limited to scrap metals, paper, wood, plastic, glass products, cans and cigarette butts. Litter shall not, under any conditions, be mowed.
- 4.16.2 Removal of Litter Prior to Mowing. Contractor shall remove light litter and brush from the entire Project Area prior to initiating any mowing of the turf areas. Under no circumstances shall Contractor mow over trash or brush. In the event of a dispute, any determination as to whether the litter at a given site is "light litter" shall be made by City, in its sole discretion.
- 4.16.3 All clippings, trimmings, or any other debris generated from performing each service cycle shall be removed by Contractor upon completion. Contractor shall ensure said debris is disposed of in a proper manner. Debris shall not be deposited into City or privately owned trash receptacles, dumpsters or left on the side of any facility.

4.17 LITTER PICK UP AT HISTORICAL CEMETERIES

- 4.17.1 Litter shall be picked up and legally disposed of all litter trash and debris at the cemeteries each time mowing occurs. Litter, trash and debris include faded flowers (plastic or fabric), palm fronds, fallen tree branches, leaves, blown paper, dumped trash, trash shredded by mowers and any and all other debris originated from a natural process or generated from human activities.
- 4.17.2 Any freshly placed flowers shall be removed as required to successfully perform Mowing services and then placed back in their original location. Contractor shall be responsible for removing all full and partially full trash bags from the Cemeteries for proper disposal. Debris shall not be deposited into City or privately-owned trash receptacles, dumpsters or left on the side of any facility, sidewalk, or road.

4.18 POWER BLOWER/SWEEPING

- 4.18.1 All parking lot surfaces such as headstones, monuments, sidewalks, entrance and exit areas, and concrete pads or asphalt roads shall be swept or blown clean at the conclusion of each service cycle. When complete, the site shall be totally free of debris.
- 4.18.2 Grass, weeds, trash, leaves or debris shall be collected and removed by the contractor and **NOT** be blown or discharged into the streets or gutters or on private citizen property.

4.19 COMPLETION OF SERVICE CYCLE TIME LIMIT

Contractor shall perform services until all work has been completed. If services have not been completed, the contractor must continue the next workday until the services are completed. This includes debris pickup, removal and disposal, edging, blowing and sweeping and all requirements of the scope of services.

Notify City for Uncompleted Service. Contractor must notify the City immediate via email if a location is not fully completed on scheduled day.

4.20 CONTRACT AWARD KICK OFF MEETING

The Selected Contractor shall be required to attend a contract award kick off meeting, prior to the commencement of services. Contractor shall provide Parks & Recreation Department with mowing schedules prior to commencement of contract. Parks & Recreation Supervisory staff will approve the final schedule before any work is started.

- 4.20.1 Contractor shall notify the Parks & Recreation Supervisory representative and obtain approval prior to making changes to the schedule.

4.21 MAINTENANCE / WORK SCHEDULES

- 4.21.1 Maintenance schedules shall be developed with the awarded Contractor during the award phase of the Contract. Contractor and the City's Parks & Recreation Department shall develop a set schedules for the duration of the Contract. That schedule shall be incorporated as if fully set forth herein.
- 4.21.2 Working Sectors Concurrently. In the event that Contractor is awarded more than one sector, Contractor must perform services for each awarded sector concurrently.
- 4.21.3 Weekly Mowing Schedules. Contractor shall provide the Parks & Recreation Department with a weekly mowing schedule prior to performing the work.
- 4.21.4 Ozone Alert Days. Contractor shall abide by the City's rules regarding work on Ozone Alert Days. Contractor shall make necessary arrangements to receive Ozone Alert information.
- 4.21.5 Parks and Trails Mowing Cycles - Each Project Area must be mowed on the cycle frequency shown in Attachment B - Price Schedule; that is 7, 14, 21 day cycles or "as needed" (as determined by City).
- 4.21.6 Changes to cycle time. City shall have the right, at City's election, to delay, cancel or add mowing cycles. If the City cancels a mowing cycle, Contractor will not be paid for the cancelled cycle. If the City delays a mowing cycle, City and Contractor will work together to modify the mowing cycle schedule and Contractor will be paid for all completed mowing cycles. If City adds cycles, Contractor will be paid at the rate per cycle shown on Attachment B - Price Schedule.
- 4.21.7 All acreage amounts may be changed if found to be incorrect however the City's determination of acreage shall be final and dispositive.

4.22 COMPANY UNIFORMS

- 4.22.1 Contractor's employees shall wear company uniforms with name or ID tag when providing services hereunder. The employee shall be identified by name tag either affixed or sewn on the uniform shirt.
- 4.22.2 All employees shall wear uniforms approved by the Parks & Recreation Supervisory representative. For the purpose of this contract, uniforms are defined as shirts free of holes or tears, identifying company logo on shirts, and matching pants or shorts.
- 4.22.3 Contractor's employees must wear closed toed footwear.

4.23 CONTRACTOR VEHICLES LOGOS

- 4.23.1 Contractor's work vehicles and drive able equipment must be clearly marked with the contractor's company logo on the side. City will not be responsible for Contractor's vehicles that are ticketed for parking violations received while performing the work

described herein. Contractor shall be responsible for arranging for the legal parking of its service vehicles.

4.23.2 Contractor vehicles, under the performance of this Contract, that are licensed for travel on public roads shall have the name of the Contractor neatly exhibited on each side of the vehicle. Contractor's vehicles shall be parked in areas that do not create potential hazardous traffic situations.

4.24 INSPECTIONS WITHIN 48 HOURS

4.24.1 Contractor Notification within 48 hours. Contractor shall email the City staff designee, within 48 hours after completion of services cycle, to confirm work was performed in accordance with the scope of services. Notification shall include, at a minimum, Sector, a list of locations serviced, and the date and time the service (s) were provided. Failure to provide this email notification, as requested, may result in delay or rejection of payment. The City staff designee will inspect locations within 48 hours to confirm services were performed as per contract requirements.

4.24.2 Contractor Rework Within 2 Days. If contract requirements are not met, Contractor will return to perform/complete services at no additional cost to City within 2 business days of receipt of City's notification. Contractor shall notify the City designee immediately upon completion of rework.

4.24.3 City Random Inspections Additionally, the City reserves the right to make random inspections of the contract area and the work performed to determine whether the requirements of the contract are met. The contractor shall be notified, verbally and in writing, of the results of the inspections. If the random inspections find that Contractor is not meeting the requirements of the contract. Contractor shall correct the deficiencies before any payment is made.

4.25 CONTRACTOR REPORTING & INVOICE VALIDATION

Contractor's notification provided pursuant to 4.24 above shall be used for reconciliation, auditing, invoice validation and tracking. If any violation of the specifications and/or terms of this Contract are identified, the Parks & Recreation Assistant Manager shall record, process, and submit all pertinent information and performance records to the Procurement Division for appropriate action.

4.26 CONTRACTOR / STAFF COMMUNICATIONS

4.26.1 Contractor Response within two (2) hours. Contractor shall respond to communication requests from the designated Parks & Recreation Supervisory representative within two (2) hours during the normal working hours of 7:30 a.m. to 7:00 p.m.

4.26.2 Contractor shall provide crew leader and laborers communication equipment as necessary to perform the services of this Contract. This may include 2-way radios, pagers, cellular phones, telephone answering devices, etc.

4.27 SAFETY OF WORK CREW & OTHER REQUIREMENTS

- 4.27.1 Contractor shall wear and/or display proper warning devices (safety vest, flashers, strobe lights, warning signs, etc.) to ensure the safety of both the employees and general public.
- 4.27.2 Contractor and his/her employees shall dress and remain dressed in a presentable fashion due to high public visibility of these areas. Should problems with attire occur, City will advise Contractor of the circumstances and Contractor shall take appropriate action. Dressing problems include, but are not limited to, bare chest (no shirt or shirt left open), shorts while trimming or edging, open-toed shoes, and absence or improper use of safety devices.
- 4.27.3 Contractor shall be responsible for furnishing all signs and traffic controls in accordance with the Texas Manual on Uniform Traffic Control Devices. Contractor shall make any adjustments as required by the City/ Parks & Recreation Department.
- 4.27.4 Heat Prevention Ordinance. Contractor employees and/or subcontractors shall adhere to all requirements of the City's Heat Prevention Ordinance 2023-08-31-0585 under Section 006 General Terms & Conditions.
- 4.27.5 No Smoking/Tobacco Products in City Owned Public Squares, Plazas and Parks – Ordinance. Contractor employees and/or subcontractors shall adhere to all requirements of the City's No Smoking/Tobacco Products in City Owned Public Squares, Plazas and Parks – Ordinance 2023-08-31-0585 under Section 006 General Terms & Conditions & 009 Attachments - Exhibit 2.

4.28 INCLEMENT WEATHER

- 4.28.1 Services may not be performed during periods of inclement weather, or at any time in which an unsafe working condition, such as severe thunderstorms, ice storms, or snow storms, exist. In the event of inclement weather conditions., In the event of inclement weather conditions Contractor shall contact the designated Parks & Recreation Assistant Manager to inform of the occurrence and proposed revised schedule. Revisions to the schedule shall be made in writing and approved by the designated Parks & Recreation Manager or Assistant Manager.
- 4.28.2 Unfavorable Work Conditions - During unfavorable weather, or other unsuitable conditions, Contractor shall confine operations to work, which will not be affected adversely thereby. No portions of the work shall be performed under conditions, which would affect adversely the contractor's employees, quality or efficiency thereof, unless special means or precautions are taken by the contractor to perform the work in a proper and satisfactory manner.

4.29 CRIMINAL BACKGROUND CHECKS

- 4.29.1 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 at its own expense shall conduct and coordinate statewide criminal background checks on all employees responsible for performing contractual services prior to beginning work.

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 not assign registered sex offenders to restricted areas. Contractor agrees to conduct proper background checks when hiring employees and any subcontractors to ensure compliance with this ordinance. Refer to Exhibit # 3 Park Safety Zone Ordinance # 2013-12-05-0855 for all restrictions.

- 4.29.2 City Compliance Reviews - In order to conduct periodic contract compliance reviews, and to the extent permitted by law, City may request or review proof that all personnel assigned to City facilities have had a criminal background check prior to their assignment. Contractor shall provide copies of the requested information, or access thereto in San Antonio, Texas, and shall obtain authorization for the disclosure from the employee at time of hire, to the extent required.
- 4.29.3 Contractor shall remove an employee from service immediately 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 called into the San Antonio Police Department immediately not to exceed 24 Hrs. and reported to the Parks designated point of contact.
- 4.29.4 Employee Records Retention - Contractor shall retain all employee records, including criminal background checks, for the retention period stated in Section 006 - General Terms and Conditions, and make them available to City as stated in that section.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term:

This contract shall begin upon the effective date of the ordinance awarding the contract or October 1, 2024, 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 September 30, 2027.

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 up to three (3) contracts, as a result of this RFCSP; however, the final number of awarded contracts will be determined by number of proposals received and the outcome of the evaluation process.

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:

| TYPE | AMOUNTS |
|---|--|
| 1. Workers' Compensation 2. Employers' Liability | Statutory \$1,000,000/\$1,000,000/\$1,000,000 |

| | |
|--|---|
| 3. Commercial General Liability Insurance to include coverage for the following: <ol style="list-style-type: none"> 1. Premises/Operations 2. Products/Completed Operations 3. Personal/Advertising Injury 4. Independent Contractors* 5. Damage to Property Rented by you* | For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage *5. \$200,000 |
| 4. Business Automobile Liability <ol style="list-style-type: none"> a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles | <u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence |
| *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.

Proposal Bonds.

Contractor must submit a proposal bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept. Circular 570) in the amount of \$1,000. The Proposal Bond shall be valid for 180 days following the deadline for submission of bids. The Proposal Bond must be accompanied by an original signed and notarized Power-of-Authority bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Respondent is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any proposals received without a Proposal Bond will be disqualified.

Submit proposal bond in the amount of \$1,000. For electronic submissions, Respondent must provide the original Proposal Bond to the **City of San Antonio Finance Department, Procurement Division, [Annual Contract for Annual Contract for Parks and Historical Cemeteries Mowing Services; RFCSP 24-052, 6100017650]**, P.O. Box 839966, San Antonio, TX 78283-3966 or hand-deliver required documents to: City Tower (CT), 100 W. Houston St., San Antonio, TX 78205. Parking Validation at City Tower Garage: Please obtain a parking ticket at the City Tower Garage entrance; take the elevator down to the Concourse (C) Level and will validate your parking ticket prior to you leaving CT. Respondent must coordinate directly with assigned Procurement Specialist prior to hand delivery and address envelope with the following information: **Proposal Bond - Annual Contract for Parks and Historical Cemeteries Mowing Services; RFCSP 24-052; RFx 6100017650** prior to bid opening. Respondent shall include a copy of the Proposal Bond with the Respondent's electronic submission through the SAePS Portal.

Performance Bond.

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

Workers' Compensation:

Definitions:

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

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

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity,

or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

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

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

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

no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

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

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

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

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

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

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

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

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

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

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

retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;

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

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

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

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

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 - Equipment List

Attachment D - Contracts Disclosure Form

Attachment E - Litigation Disclosure Form

Attachment F - Small Business Economic Development Advocacy (SBEDA) Form Utilization Plan

Attachment G - Veteran Owned Small Business (VOSB) Preference Program Tracking Form
Attachment H - Certificate of Interested Parties (Form 1295)
Attachment I - Proposal Checklist
Exhibit 1 - Small Business Economic Development Advocacy (SBEDA) Program
Exhibit 2 - No Smoking/Tobacco Products Ordinance
Exhibit 3 - Parks Safety Zone Ordinance
Exhibit 4 - City Holidays and Closures
Exhibit 5 - Working with COSA - Keys to Faster Payments

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

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 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.

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

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

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.

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.

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.

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.

NO SMOKING/TOBACCO PRODUCTS IN CITY OWNED PUBLIC SQUARES, PLAZAS AND PARKS - ORDINANCE NO: 2019-04-11-0309

Smoking is prohibited in all enclosed public places within the city of San Antonio. Smoking is prohibited outdoors at the San Antonio Zoo, all outdoor sports arenas, stadiums and amphitheaters, all pavilions and playgrounds in city-owned parks, and within 20 feet of all outdoor public transportation stations/platforms. See Exhibit 2 – Smoking/Tobacco Products Ordinance.

There are exceptions to public smoking areas including: hotel and motel rooms designated as smoking rooms, outdoor areas not listed above, outdoor seating areas of restaurants designated as smoking areas, private clubs, private residences, retail tobacco stores and tobacco product manufacturing facilities. Signs are required to designate non-smoking public areas or for exempt areas where smoking is allowed. To report a violation of the Smoking Ordinance, please contact the 311 Call Center at 311 or (210) 207- 6000. 311 is available seven days a week from 7am-7pm and from 8 am-5 pm on holidays.

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.

11. Previous Contracts:

- a. Has the Respondent ever failed to complete any contract awarded?
Yes ____ No ____ If “Yes”, state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

- b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?
Yes ____ No ____ If “Yes”, state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

- c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?
Yes ____ No ____ If “Yes”, state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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

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, AND 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 the company (to include number of years in business);
 - b. History of company operations over the past three years;
 - c. History of lawn service and mowing contracts, facilities or organizations, address, phone numbers, points of contact, length of contracts, size and acreage and which contracts, if any, were terminated for cause or convenience.
2. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.
3. Describe length of time Respondent has performed project(s) of similar size and scope, including services in high use public areas, parks, recreation areas, sports fields, Trailways and cemeteries.
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 ventures 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. Per Section 4.3, provide copy of Pesticide Commercial Applicator License.
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) whose goal is to connect residents to career opportunities. Describe how Respondent can leverage this initiative in their training and hiring practices.
2. Identify, by circling below, the Sectors for which Respondent is submitting a response. Respondents may submit a response for individual Sectors, multiple Sectors or all Sectors.

| | | |
|-----------|-----|----|
| Sector 1: | Yes | No |
| Sector 2: | Yes | No |
| Sector 3: | Yes | No |
| Sector 4: | Yes | No |
| Sector 5: | Yes | No |
| Sector 6: | Yes | No |
| Sector 7: | Yes | No |
| Sector 8: | Yes | No |
| Sector 9: | Yes | No |

3. Mowing Services Plan – Prepare and submit narrative responses to address all items that are part of the overall mowing services plan for example ramp up, training, safety, etc.
4. Ramp Up Plan - Describe how Respondent will ramp up to meet the Parks & Recreation Department mowing service requirements to implement contract / start services by October 1, 2024. Provide information such as badging and staffing, availability of equipment and any equipment to be acquired to perform the scope of services. Indicate the timeframes required for Respondents to be able to mobilize upon contract award.
5. Staffing Plan – Describe Respondent Staffing Plan for providing mowing Services at various Park & Recreation Department facilities. Provide a weekly staffing schedule which shows the mowing schedule.
 - a. Provide an organizational chart showing how you propose to staff the project. For each position reflected on the organizational chart, provide the following information for individual(s) assigned to each position.
 - b. Describe the number of Supervisor(s), and/or Project Manager(s) that will be assigned to the contract. Indicate the proposed time frame for performing mowing services at each location (i.e. between the hours of 7:00 a.m. – 7:00 p.m.; all day, etc.).

- 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 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.
 - d. **Equipment:** Provide list of current equipment owned or additional equipment you plan to obtain (if needed). See Attachment C - Equipment List as a guide and complete Attachment C.
 - e. Provide plan maintenance schedule for equipment to be used to perform services for this contract (frequency, maintenance procedures, etc.)
 - f. Provide a Photo copy of Contractor uniform with proposal response.
6. **Quality Assurance/Quality Control (QA/QC) Plan** – Describe Respondent’s current QA/QC to include procedures and personnel utilized for quality control, problem resolution, self-assessment, interaction with City, and control of subcontractors’ performance, if any. Explain how your current procedures meet the needs of your current customers. Provide Copy of QA/QC Plan with proposal response.
 7. **Heat Safety Plan** – Describe Respondent’s heat safety plan in accordance with the City’s Heat Illness Prevention Ordinance 2023-08-31-0585 in this RFCSP.
 8. **Environmental Standards/Practices** – Describe how you intend to utilize environmentally (green) products. Describe alternatives to the use of gas powered machines on air quality days.
 9. **Customer Service Plan** – Describe Respondent customer service plan and discuss lines of communication and interaction with City customers, including City Staff and others. Describe how you will immediately respond to communications with City staff.
 10. **Background Check Plan** – Describe your process for performing and maintaining employee background checks and adhering to City Ordinances. Refer to Exhibit # 3 Park Safety Zone Ordinance # 2013-12-05-0855 for full compliance.
 11. **Training Plan** – Describe training and instruction programs that Respondent will provide to its employees working at the City that will perform this City contract. Provide frequency of training, instruction or continuing education. Provide a copy training plan with proposal response.
 12. **Safety Plan** – Describe how Respondent will implement a Safety Plan for the Contract. Provide a copy of Safety Plan with Proposal response. Describe how contractor will furnish signs and traffic controls in accordance with the Texas Manual on Uniform Traffic.
 13. **Wages and Benefits Plan** – Indicate the range of wages that Respondent has established for

the Manager, Crew Leader(s) and Laborer classifications for this solicitation. 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.

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

RFCSP ATTACHMENT B

PRICE SCHEDULE

Indicate a fixed price per line item / sub-line item for performing the services and/or 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 will 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.

(Posted as a separate document)

RFCSP ATTACHMENT C

EQUIPMENT LIST

(Posted as a separate document)

RFCSP ATTACHMENT D

CONTRACTS DISCLOSURE FORM

Complete and submit a Contracts Disclosure Form with the proposal. The Contracts Disclosure Form may be downloaded at:

- Link to complete form electronically:
<https://webapp1.sanantonio.gov/ContractsDisclosure/>
- Link to access PDF form to print and handwrite information:
<https://www.sanantonio.gov/portals/0/files/clerk/ethics/ContractsDisclosure.pdf>

1. Download form and complete all fields. All fields must be completed prior to submitting the form.
 2. All Respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
 - a. names of the agency board members and executive committee members,
 - b. list of positions they hold as an individual or entity seeking action on any matter listed:
 - (1) The identity of any individual who would be a party to the transaction;
 - (2) The identity of any entity that would be a party to the transaction and the name of:
 - a. Any individual or entity that would be a subcontractor to the transaction;
 - b. Any individual or entity that is known to be a partner or a parent entity of any individual or entity who would be a party to the transaction, or any subsidiary entity that is anticipated to be involved in the execution of the transaction; and
 - c. The board members, executive committee members and officers of entities listed above; and
 - (3) The identity of any lobbyist, attorney or consultant employed for purposes relating to the transaction being sought by any individual or entity who would be a party to the transaction.
 - c. names and titles of officers of the organization.
3. Click on the "Print" button and place the copy in your proposal response as indicated in the Proposal Checklist.

NOTE: It is recommended not to use Chrome browser to access this form. If you have difficulty accessing, please contact the Staff Contact Person identified on the cover page of this RFCSP.

RFCSP ATTACHMENT E

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 F

**SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) FORM
UTILIZATION PLAN**

(Posted as a separate document)

RFCSP ATTACHMENT G

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

(Posted as a separate document)

RFCSP ATTACHMENT H

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, 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.

ATTACHMENT I

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 | |
| Equipment List RFCSP Attachment C | |
| +*~Contracts Disclosure Form RFCSP Attachment D | |
| *Litigation Disclosure Form RFCSP Attachment E | |
| +SBEDA Form RFCSP Attachment F and Associated Certificates, if applicable | |
| +Veteran-Owned Small Business Program Tracking Form RFCSP Attachment G | |
| +Proposal Bond | |
| +Certificate of Interested Parties (Form 1295) RFCSP Attachment H | |
| Proof of Insurability Insurance Provider's Letter AND Copy of Current Certificate of Insurance | |
| Financial Information | |
| Pesticide Commercial Applicator License | |
| +Signature Page Section 007 | |
| Proposal Checklist RFCSP Attachment I | |
| + Signed Addenda, if applicable. | |
| One (1) COMPLETE 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.

RFCSP EXHIBIT 1

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM

(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 EXHIBIT 4

CITY HOLIDAYS AND CLOSURES

(Posted as a separate document)

RFCSP EXHIBIT 5
WORKING WITH COSA – KEYS TO FASTER PAYMENT



Working with COSA -----Keys to faster payments

Welcome to doing business with the City of San Antonio (COSA)! We appreciate our suppliers and vendors and offer the following guidelines to ensure we are in the best position to process your payments quickly and timely:

- ❖ COSA works on a Purchase Order (PO) system. It is the vendor's responsibility to obtain a valid Purchase Order from the ordering department each time an order is placed.
 - The PO number is required to be included on all invoices and should be included on shipping documents where possible.
 - City PO numbers begin with "45" or "80" and are 10 digits in length.
 - Invoices received without a valid PO number are subject to return for correct billing.
 - Payment date is determined from the later of: date of receipt of goods/service or the date of receipt of a valid invoice by the City plus the number of days/ payment terms agreed to in the contract.
 - PO's are issued for a specific quantity and/or dollar value. Vendors should fill orders up to that amount and have a method of tracking when the PO value has been met. When the PO is complete, the vendor should contact the ordering City Department for a new PO number before further goods or services are provided.
 - Please ensure your invoice billing is in the same quantity and net price values as the bid. The PO will be set up per the contract and the invoicing must match the detail on the PO.
- ❖ It is our policy to not make manual corrections to invoices. Most City contracts do not allow miscellaneous charges, delivery charges and other surcharges.
 - Credit memos will be accepted to offset pricing issues.
 - Other erroneous items included may result in rejection of the invoice and will require a new, correct invoice.
- ❖ Original invoices and monthly statements should be submitted directly to Accounts Payable. Please ensure you have rules in place in your system that will prevent unauthorized requests to change the billing address.

By Mail:

City of San Antonio
Finance Department / Accounts Payable
P.O. Box 839976
San Antonio, TX 78283-3976

By Delivery service:

City of San Antonio
Finance Department / Accounts Payable
100 W. Houston
San Antonio, TX 78205

By Electronic submission: .pdf format is required. Please ensure each invoice is submitted as a separate file and each file name is a unique identifier (no file should have the same name as another file being submitted). Multiple files may be sent on one e-mail.

Original, first time submission invoices only

Accounts.Payable@sanantonio.gov

Statements & status inquiries

apteam@sanantonio.gov

Please note: 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. You may courtesy copy departmental personnel on the e-mail if requested.

- ❖ At a minimum, all invoices should include the following fields and information:
 - Vendor name, address and phone number
 - dba name (if applicable)
 - Remit address for payments (if applicable)
 - Ship to name and address
 - Invoice number – ensure it is a unique number for each invoice
 - Invoice date
 - Purchase Order number
 - Payment terms including discounts or retainage terms
 - Line item detail for each item ordered including quantity, unit price, total
 - Total invoice amount.
- ❖ Please ensure COSA receives a legible invoice, the original white or top copy, no colored paper please.
- ❖ The City is sales tax exempt. Please ensure your system is properly maintained to ensure sales tax is not included on your invoices. If you need a State of Texas Sales Tax exemption form, contact the ordering Department.
- ❖ Change of address or change of remittance address notifications should be submitted in writing to vendors@sanantonio.gov or fax to (210) 207-7270 along with appropriate documentation. An updated W-9 showing the new address is required.
- ❖ Each COSA vendor is assigned to a specific AP Specialist, ready to answer your inquiries. For the contact name, please call the Accounts Payable section’s main phone number and ask to be directed.
Main phone: 210-207-2064

We thank you for taking the time to review this information and look forward to working with you.

***Finance Department
City of San Antonio***