



CITY OF SAN ANTONIO
FINANCE DEPARTMENT - PURCHASING DIVISION

REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")
RFx NO.: **6100015889 (23-028) V3**

ANNUAL CONTRACT FOR LANDSCAPING SERVICES FOR RADIO TOWER
SITES FOR ITSD

Date Issued: **DECEMBER 7, 2022**

PROPOSALS MUST BE RECEIVED **NO LATER THAN:**
2:00 P.M., CENTRAL TIME, **FEBRUARY 1, 2023**

Proposals may **ONLY** be submitted Electronically through the SAePS Portal

Proposal Bond: N/A Performance Bond: N/A Payment Bond: N/A Other: NO

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NO DBE / ACDBE Requirements: NO

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

Pre-Proposal Conference: YES

Pre-Proposal Conference: December 15, 2022, at 1:30 P.M. Central Time via Webex:

Meeting Number (access code): 2467 368 9998

Meeting Password: COSA

Join by Phone: 1-415-655-0001

Second Pre-Proposal Conference: January 4, 2023, at 1:00 P.M. Central Time via Webex:

Meeting Number (access code): 2467 368 9998

Meeting Password: COSA

Join by Phone: 1-415-655-0001

Site Visits: The Site Visits will be held on December 19, 2022 and December 20, 2022 from 8 A.M. to 5 P.M. Central Time. All interested Respondents will meet at 2712 Flight Nurse promptly at 8 A.M. Central Time each day. Please refer to Exhibit 3 Tower Site Visit Schedule.

Second Round of Site Visits: The Site Visits will be held on January 19, 2023 and January 20, 2023 from 8 A.M. to 5 P.M. Central Time. All interested Respondents will meet at 2712 Flight Nurse promptly at 8 A.M. Central Time each day. Please refer to Exhibit 6 Tower Site Visit Schedule.

Staff Contact Person: Maria Castillo, Procurement Specialist II, Email: maria.castillo@sanantonio.gov

SBEDA Contact Person: sbedadocs@sanantonio.gov

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 “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 contract 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*”.

002 - TABLE OF CONTENTS

002 - TABLE OF CONTENTS	3
003 - INSTRUCTIONS FOR RESPONDENTS	4
004 - SPECIFICATIONS / SCOPE OF SERVICES	11
005 - SUPPLEMENTAL TERMS & CONDITIONS	14
006 - GENERAL TERMS & CONDITIONS	18
007 - SIGNATURE PAGE	24
008 - STANDARD DEFINITIONS	25
009 - ATTACHMENTS	28

003 - INSTRUCTIONS FOR RESPONDENTS

PART A

Submission of Proposals:

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. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission or affixing it electronically.

Proposals sent to the City by mail, facsimile, or email will NOT be accepted.

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

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

Respondents must sign the Signature Page and return the RFCSP electronically to City. Electronic proposals, Respondent's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes. 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.

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

Respondents shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which a proposal is submitted. Respondent shall provide said catalog at the time of submission of its proposal. Manufacturers' catalogs may be submitted in any of the following formats: CD ROM, Flash Drive, or PDF file.

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

Respondents are prohibited from contact 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 contract 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.

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 on or before 10 calendar days prior to the date proposals are due. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail.

Respondents may provide responses to questions asked of them by the Staff Contact Person after proposals are received and opened. The Staff Contact Person may request clarification to assist in evaluating Respondent's response. The information provided is not intended to change the proposal response in any fashion. Such additional information must be provided within two business days from City's request. Respondents may also respond to requests by the Staff Contact Person for best and final offers, which do allow respondents to change their proposals. Requests for best and final offers will be clearly designated as such. During interviews, if any, verbal questions and explanations will be permitted. 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 required SBEDA forms. Questions may be sent via e-mail to SBEDAdocs@sanantonio.gov. *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). The point of contact is SBEDA, who may be reached via telephone at (210) 207-3922 or through e-mail at sbedadocs@sanantonio.gov. Respondents and/or their agents may contact SBEDA at any time prior to the due date for submission of proposals. Contacting the office regarding this RFCSP after the proposal due date is not permitted. If this solicitation contains DBE/ACDBE requirements, 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. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

Call the Staff Contact Person 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. All proposals are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" 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 respondent only.

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.

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 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 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 (10) 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 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, may 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: Proposals will be opened publicly, and the names of the respondents read aloud at 2:30 P.M. Central Time on the day submissions are due. Proposal openings are held via teleconference:

Join by phone: 1-415-655-0001

Meeting number (access code): 177 587 8554

Password: COSA

However, in accordance with state law, the contents will not be revealed until after the contract is awarded.

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 make an award on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" 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. Vendor must have the Purchase Order before making any delivery.

City reserves the right to utilize historical usage data as a basis for evaluation of 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 the City Purchasing Administrator 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 thirty (30) day period, at City's sole option.

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

For example, payment terms of 2% 5, Net 30 will NOT be considered in proposal evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the proposal price during proposal evaluation, and City will take the 2% discount if the invoice is paid within the ten (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 Sections 2-42 and 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the 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 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
- an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

By submitting a proposal, Respondent warrants and certifies, and a contract awarded pursuant to the RFCSP is made in reliance thereon, that one of the above listed individuals is a party to this contract.

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 Office of 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 Office of 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. Mail to:

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

Do not include these original forms with your sealed proposal. The Purchasing Division will not deliver the forms to the Office of 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 to the respective section designated for this information. PLACING PROGRAM PARTICIPATION OR PRICE/SBEDA 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.

Submission of Proposals: Respondents shall

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

TABLE OF CONTENTS:

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

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

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

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

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

CONTRACTS DISCLOSURE FORM:

Complete and submit a Contracts Disclosure Form with the proposal as Attachment C. 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 proposal response as indicated in the Proposal Checklist.

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

***SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) SUPPLIER/SUBCONTRACTOR UTILIZATION PLAN:** Complete, sign and submit the SBEDA Supplier/Subcontractor Utilization Plan found in this RFCSP as Attachment E.

***VETERAN-OWNED SMALL BUSINESS (VOSB) PREFERENCE PROGRAM TRACKING FORM:** Complete, sign, and submit VOSB Identification Form found in this RFCSP as Attachment F.

CERTIFICATE OF INTERESTED PARTIES FORM: Complete and submit the 1295 Form, found in this RFCSP as Attachment G. 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. 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 as Attachment G. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234).

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

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

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

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

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

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

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

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

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

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.

ADDENDA: Sign and submit addenda, if any.

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

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 Proposals received in response to this RFCSP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFCSP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected respondent is subject to the action of the City of San Antonio City Council by adoption of an Ordinance.

Evaluation Criteria Points:

A. Experience, Background, Qualifications (25 points)

B. Proposed Plan (35 points)

C. Pricing (20 points)

D. 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**

E. 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.

Subcontracting

M/WBE Subcontracting Program

*M/WBE Subcontracting Program – **Subcontract at least five percent (5%)** of its prime contract value to certified M/WBE firms headquartered or have a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA).

004 - SPECIFICATIONS / SCOPE OF SERVICES

The Alamo Area Regional Radio System (AARRS) is owned and operated by the City of San Antonio, Bexar County, and CPS Energy. The City of San Antonio is the fiscal agent with responsibility for maintaining the radio system. The AARRS consists of 28 radio tower sites, 18 of which will require periodic groundskeeping to control vegetative growth within and around the tower site. Tower sites included in this scope of work fall into 4 main categories as listed herein.

4.0 SCOPE:

The City of San Antonio is seeking proposals from qualified respondents interested in furnishing all labor, equipment, materials, expertise and tools required to perform groundskeeping services. Services include, but are not limited to removal of weeds, vines, brush tree trimming and other vegetation (to include the roots) and to apply weed prevention efforts at 18 tower sites used by the Alamo Area Regional Radio System. These services are required to establish well maintained landscape at the AARRS tower sites.

Tower sites included in this scope of work fall into four main categories:

- a. Three sites within populated areas with both gravel surfaces and grass surfaces that will require regular weekly upkeep, such as mowing and edging, during the growing season to maintain a neat and orderly appearance:
 - 1) SAWS Medical Center
 - 2) SAWS Windwood
 - 3) SAWS Cross Mountain
- b. Four sites in less populated areas with both gravel surfaces and grass surfaces that will require regular upkeep, such as mowing and edging every other week during the growing the season, and monthly during the non-growing season:
 - 1) SAWS Ranch Town
 - 2) CPS Stonegate
 - 3) Hogan Drive
 - 4) CPS Lake Calaveras
- c. Eight sites where the ground surface within the compound consists solely of crushed gravel over a weed barrier, where the primary scope of services is to prevent weed growth and remove any unwanted vegetation from the gravel cover as soon as it appears:
 - 1) CPS Pearsall Road
 - 2) Zarzamora
 - 3) Austin Highway
 - 4) CPS Helotes (Leslie Road)
 - 5) CPS Texas Research (Zeta Drive)
 - 6) San Geronimo
 - 7) Hallmark
 - 8) Judson Road
- d. Three sites where the AARRS owns the property in which the tower site is located. Consequently, groundskeeping services are needed for both the communications compound (which contains crushed gravel over weed barrier) and the surrounding property and access road, where mowing and trimming services are needed every other week during the growing the season, and monthly during the non-growing season. At each of these sites, services will include seasonal trimming back of brush along the access roads and along the guy wire paths and around the guy wire anchors.
 - 1) Cagnon Road
 - 2) Mark Wayne Road
 - 3) Hi Lyons

4.1 **RESPONDENT REQUIREMENTS:**

- a. The City reserves the right, prior to the award of this contract, and at any other time during the contract, to inspect the equipment and service records of any and all equipment which may be used by the respondent for work required in performance of this contract. City's inspection shall not, however, relieve Respondent from liability for injury or damage

sustained by City or any third party.

4.2 GENERAL REQUIREMENTS

- a. The Respondent shall supply all labor, materials and equipment necessary for the proper execution and completion of the work; and shall perform all services as stated in this scope of services.
- b. Respondent shall provide full time supervision and properly skilled staff to perform the work required under this contract and shall perform the services in accordance with the specifications as defined herein.
- c. Prior to submitting a proposal, the Respondent shall become familiar with each of the sites and is held accountable for having examined the existing conditions which may affect the work under which he/she will be obligated to perform.
- d. After award, Respondent shall coordinate all site service activities and inspections through Radio Services Manager Andy Jaffee, at andy.jaffee@sanantonio.gov.

4.3 WORK LOCATIONS

Sites A-R identify the general locations requiring service under this contract. A complete listing of City locations is listed below and shown on Sites A-R. All acreages shown are estimates. The area identified in red on the photos are the estimated areas of service. The individual site work requirements are listed on the exhibits.

Exhibit	Site Name	Site Address	Escort Required	One-Time Clean Up
Site A:	SAWS Medical Center	8311 Fredericksburg Road	Yes	
Site B:	SAWS Winwood	28508 Waterview Drive	Yes	
Site C:	SAWS Cross Mountain	8719 San Fidel Way	Yes	
Site D:	SAWS Ranch Town	17722 West Apache Bluff	Yes	
Site E:	CPS Stonegate	25529 US 281		Yes
Site F:	Hogan Drive	26800 Hogan Drive		Yes
Site G:	CPS Lake Calaveras	9599 Gardner Road	Yes	
Site H:	CPS Pearsall Road	5261 Old Pearsall Road		Yes
Site I:	Zarzamora	4531 South Zarzamora		Yes
Site J:	Austin Highway	1051-B Austin Highway		Yes
Site K:	CPS Helotes (Leslie Road)	11415 Leslie Road		Yes
Site L:	CPS Texas Research	1331 Zeta Drive		Yes
Site M:	San Geronimo	18958 Bandera Road		Yes
Site N:	Hallmark	23002 Hallmark Path		Yes
Site O:	Judson Road	17474 Judson Road		Yes
Site P:	Mark Wayne	27219 Mark Wayne Road		Yes
Site Q:	Cagnon	2200 Grosenbacher	Yes	Yes
Site R:	Hy Lions	150 Arrid Drive		Yes

4.4 SERVICE CYCLE QUANTITY AND HOURS

- a. Respondent shall provide services for the prices indicated on Attachment B - Price Schedule. Respondent shall provide the Radio Services Manager or his designated representative with a mowing schedule 7 days after contract award (Maintenance Schedule). The City-approved Maintenance Schedule shall become part of this contract and be incorporated as if fully set forth herein.
- b. The Growing Season is from April 1st through September 30th and the Non-Growing Season is from October 1st through March 31st.
- c. Trees that encroach upon the communications facilities or access ways shall be pruned twice a year (in April and October).
- d. The City reserves the right to adjust and/or modify proposed Maintenance Schedules due to extreme weather conditions such as rain or drought.

- e. Depending on the weather, the frequency of services may be increased or decreased as authorized by the Radio Services Manager or designee. Respondent shall invoice for actual service visits completed and shall bill according to prices bid on the price schedule.
- f. Services shall take place only between the REGULAR CITY HOURS of 7:30 A.M. CT and 5:00 P.M. CT, Monday through Friday, excluding City Holidays (see Exhibit 2).
- g. Services using gasoline-powered lawn equipment may not be performed on Air Quality Health Alert Days, unless EPA low emission units, such as electric, propane-powered, compressed natural gas-powered equipment are approved for use by the City for those Air Quality Health Alert days.
- h. Respondent shall report graffiti if seen at the location to the "Graffiti Hotline" at (210) 207-6000 or 311.

4.5 TEMPORARY REDUCTION IN SERVICE SCHEDULES

- a. There may be periods during the year where the City may require services to be reduced or halted temporarily for some locations. Drought conditions or dormant periods may last a few weeks to several months, which would require little, if no mowing. During these periods, the City may require that Respondent reduce the number of cycles or stop services all together. Respondent shall invoice for actual service visits completed according to the prices bid on the price schedule.
- b. Adjustments and/or modifications to the schedule will be coordinated and implemented by the Radio Services Manager or designee.
- c. City will provide a 7-calendar day notice to Respondent for schedule modification. City shall have no obligation to pay when services are not performed.
- d. Any adjustments to the Maintenance Schedule made by City shall be in writing and become part of this contract and are incorporated as if fully set forth herein.

4.6 PERSONNEL/EQUIPMENT

- a. The City's Environmentally Preferred Purchasing Policy (EPPP) requires "environmentally preferred alternatives whenever practical" and 50% of equipment / devices must have clean, economical and quiet alternatives, including devices that can be supported with alternative fuels, such as Compressed Natural Gas or Propane. For any diesel-powered mower engines that are 25 horsepower and larger, City requires the use of equipment operating a Tier 4 conventional fuel engine or alternative fuels. Tier 4 is defined as a federally mandated air-quality emissions standards established by the U.S. Environmental Protection Agency (EPA) that applies to new diesel-powered mower engines (25 horsepower and larger).
- b. All equipment must be equipped with safeguards as outlined by ANSI and Occupational Safety and Health Administration (OSHA).
- c. 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.
- d. All equipment must be in good working condition at all times.
- e. Respondent is responsible for providing all heavy-duty vehicles to transport all equipment and personnel to the service area. City will not provide transportation for vendors equipment and personnel to and from site.
- f. Respondent shall be equipped with enough string trimmers and employees to operate them when ground conditions are too wet for mowers. City will not be responsible for any materials, tools and/or equipment of Contractor.
- g. Respondent shall be required to employ staff necessary to complete the requirements of this contract. 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 adequate supervision of staff, and ensure that the areas serviced meet or exceed the requirements.

Crew Leader(s) - consists of staffing to be the main responders to emergency situations or site-specific questions/problems, specific work details and priorities, etc.

Laborers - provide the day-to-day services.

4.7 MOWING

- a. Mowing shall be accomplished to a height of 3 inches in a professional manner so as not leave areas of uncut vegetation. The City may require height adjustments as needed due to seasons, or weather conditions. Such heights shall be determined by the Radio Services Manager or designated Representative through written notification to the Respondent. All such notifications shall be incorporated as if fully set forth herein. All mowing shall be even and consistent.
- b. 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 City staff. Mowing areas shall include slopes and trails.
- c. Respondent shall take extreme care not to damage trees, plants, shrubs, signs, water faucets, valves, other appurtenances or create ruts in ground surface. Respondent shall be responsible for any damage to these objects, which shall be replaced by Respondent at Respondent’s expense. City may invoice Respondent for said costs or deduct the cost from Respondent’s payment otherwise due hereunder. City employs certified employees in specific areas identified above. These City employees will assess and report damages and associated costs to the Radio Services Manager or his designated Representatives. Respondent agrees to abide by City’s determination of fault and determination of costs.
- d. Hand/string trimming shall be accomplished around trees, plants, shrubs, signs, water faucets, valves, and other appurtenance or hard surfaces.
- e. The entire grounds including areas around the fence lines, trees, shrubs, groundcover and landscaped **shall be weeded at each service call to avoid weed accumulation and unwanted vegetation.** In addition, areas around all utility poles, propane tank pads, building foundations and tower piers shall be kept free of weeds or shrubbery which may grow around or within them.
- f. A radio tower compound typically consists of a gravel landscaped area around a radio tower with an adjacent communications shelter. The compound is typically surrounded by a chain link fence. For the purposes of vegetation control, the compound is considered to extend 12 inches outside the fence. Compounds frequently include one or two propane tanks and may include an outdoor generator. 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.
- g. A number of sites include grass-covered areas which must be mowed and kept free of noxious weeds on a regular basis.
- h. Care must be taken not to damage electrical ground rods or cables attached to the fence, tower, building, HVAC, and other locations in the compound.
- i. Respondent shall not mow under conditions wet enough that may result in damage to site or create unsafe mowing conditions.
- j. The following minimum precautions shall be taken to avoid damage:
 - i. Power mowers shall not be operated closer than four (4) inches to lighting fixtures, fence line, markers, other structures or tree trunks.
 - ii. 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.
 - iii. String trimmers shall be used to trim grass from around shelters, generator pads, propane tank pads, and tower foundations or other structures.
- k. Open Field Mowing along roadways and around guidelines shall be accomplished at a height of no more than 5 inches in a professional manner so as not leave areas of uncut grass. The City may require height adjustments as needed due

to seasons, field conditions, or weather conditions. Such heights shall be determined by the Radio Services Manager Representative through written notification to the Respondent. All such notifications shall be incorporated as if fully set forth herein. All mowing shall be even and consistent.

- l. Weeds and in the gravel areas of the radio tower compound areas shall be killed and removed regularly as the weeds emerge.
- m. Vines and other foliage which climbs the chain link fences must be removed completely. A 12-inch buffer outside the fence lines must be kept free of vegetation to a height of 10 feet above ground level to prevent vines and other weeds from encroaching upon the fence or the tower site.

4.8 USE OF HERBICIDES

- a. Pre- and post-emergent herbicides may be used at the Respondent's option. No additional payments will be made for herbicide applications. The cost of all weed control work shall be included in the contract price (Price per Service Visit to Site) for landscape maintenance.
- b. All chemicals shall be used in accordance with label directions and the manufacturer's recommended handling methods. All chemicals shall be handled in accordance with all applicable regulations. Registered chemicals shall be used only on the advice of a qualified, and licensed if required, weed control advisor. Nothing in this specification shall be construed to be the advice of, or to substitute for the advice of, a weed control adviser.
- c. Respondent shall take precautions to keep persons away from pesticide and herbicide-treated areas until the applied material is fully dry and the treated area is safe for entry. Respondent shall follow the recommendations of the pesticide manufacturer and all applicable governmental and industry regulations.
- d. Weeds and in the gravel areas of the radio tower compound areas shall be killed and removed regularly as the weeds emerge.
- e. The existing gravel cover shall be cared for as needed to create and maintain an even and uniform appearance over the visible surface of each communications compound area. Regular maintenance of the rock layer will help minimize weeds in these areas.
- f. Vegetative matter, including weed roots, shall be removed from the site (not just pulled, cut, or killed). All vegetative matter shall be disposed of off-site. Vegetative matter includes by way of example (but is not limited to): weeds, roots, brush, branches, limbs, vines, stalks, leaves, grass clippings, and grass clumps.

4.9 REMOVAL OF GRASS CLIPPINGS

- a. Removal of cut grass from the fenced in area and open areas where growth occurred will not be required unless grass is clumped. It is the City's goal to ensure aesthetically pleasing locations, so all clumped grass due to moisture should be removed or spread out evenly. 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.
- b. Respondent 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.
- c. Grass, weeds, trash, leaves, branches or debris shall NOT be blown or discharged into the streets or gutters but collected for brush recycling.

4.10 EDGING AND STRING TRIMMING

- a. Respondent 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.
- b. All trimming shall be accomplished by maintaining the required 3" cutting height or any adjusted height requested by the City.

- c. 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.
- d. Special care shall be given to trimming around small trees as not to inflict damage to the bark of the trees. The installation of trunk guards is recommended.
- e. Trimming may be reduced by chemical trimming, is authorized. All chemical trimming 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.
- f. All areas where grass abuts hard surfaces such as sidewalks, curbs, and lawn perimeters shall be edged at each service cycle. Respondent shall string trim around fences, buildings and walks to maintain an attractive, even, finished appearance.
- g. Areas where an edger 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.
- h. 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.
- j. All trimming, and edging must be accomplished concurrently with mowing operations.

4.11 TREE PRUNING SPECIFICATIONS:

- a. Trees that encroach upon the communications facilities or access ways shall be pruned twice a year (in April and October).
- b. Trees shall be pruned up to 10' above ground and shall be kept at least 3' away from towers and shelters year-round.
- c. Tree limbs shall not be closer than 3' from the shelter or tower at the time of the next scheduled pruning service date.
- d. Respondent shall price tree pruning per-site on Attachment B Price Schedule.
- e. The primary objective of the tree pruning covered in this contract is to reduce potential hazards, provide clearance of communication facilities, prune branches away from structures (branches that may encroach on or touch/rub against buildings, fences, or other structures), and maintain or improve the overall health and structure of trees on City property. The maintenance pruning will include one or more of the following types of pruning as necessary: crown cleaning, crown raising, and/or crown reduction. All pruning shall follow the latest ANSI - A300 pruning standards (Standard Practices for Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance).

4.12 LITTER AND DEBRIS PICK UP

- a. Litter shall be picked up from the grounds and landscaped areas prior to each service cycle. "Litter" is defined as branches, trash or garbage, which is discarded onto the Tower site 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. Litter shall not be deposited into City or privately-owned trash receptacles, dumpsters or left on the grounds of any facility.
- b. Litter, trash, and debris include, but are not limited to, all fallen tree branches, trees that have fallen over, blown papers, dumped trash, or any other debris encountered.
- c. Respondent shall perform a general clean-up to include sweeping sidewalks and picking up and disposing of small litter and debris. Respondent will remove any litter from within the site or AARRS property, up to a single 42-gallon trash bag. Respondent shall notify the Radio Services Manager or his designated representative if any dumping of trash exceeding a 42-gallon bag is noticed on AARRS properties.
- d. The landscape maintenance Respondent shall report any observed damage, vandalism, or attempted theft to the compound or property to the Radio Services Manager.
- e. Disposal of Dead Animal at Work Location: Please notify Radio Services Manager or his designated representative for reports of dead animals found on property. Respondent shall bag animal, place at curb line, and call 311 for pick up.

4.13 POWER BLOWER/SWEEPING

- a. Leaves and other wind-blown debris shall be removed from within tower site compounds.
- b. All parking lot surfaces, sidewalks, entrance and exit areas, and concrete pads shall be swept or blown clean at the conclusion of each service cycle. When complete, the site shall be totally free of debris.
- c. Grass, weeds, trash, leaves or debris shall NOT be blown or discharged into the streets or gutters.

4.14 UNIFORMS

- a. Respondent shall ensure employees shall wear uniforms with name or ID tag when on duty.
- b. Uniforms must be approved by City representative. For the purpose of this contract, uniforms are defined as shirts with a collar free of holes or tears, identifying company logo on shirts, and matching pants or shorts.
- c. Respondent shall ensure employees shall wear closed toed footwear.

4.15 SAFETY OF WORK CREW

- a. 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. Contractor shall ensure his/her employees dress and remain dressed in a presentable fashion due to high public visibility of these areas. Should problems occur, Contractor may be advised of the circumstances and 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. Contractor shall follow any safety rules or guidance provided by the City Department representative while on a City site.
- b. 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.

4.16 VEHICLES

- a. Respondent's work vehicles must be clearly marked with the Respondent's company logo on the side. City will not be responsible for Respondent vehicles that are ticketed for parking violations received while performing the work described herein.
- b. Respondent is responsible for arranging for the legal parking of its service vehicles.
- c. Respondent shall not park vehicles in areas that create potential hazardous traffic situations.

4.17 INSPECTION OF WORK:

- a. All work is subject to inspection while services are being performed. and must meet the satisfaction of the Radio Services Manager or designated representative.
- b. The designated City representative may stop any work that appears unsafe, does not meet current ANSI – A300 standards; pruning specifications outlined under the “Maintenance Pruning Standards”, or does not meet professional arboricultural quality standards. Work will not begin again until the safety and/or quality of work concerns of the City department representative are satisfactorily addressed. City's failure to stop work shall not, however, relieve Contractor from liability for injury or damage sustained by City or any third party.
- c. If, upon inspection of completed work, the Respondent does not meet current ANSI - A300 standards, pruning specifications outlined under the “Maintenance Pruning Standards”, or does not meet professional arboricultural quality standards, the Contractor must return to the site, within 1 business day, to address the concerns of the City Arborist or the designated City representative and rectify the concern to the satisfaction of designated City representative.
- d. Respondent shall email the Radio Services Manager or designated representative within 48 hours after completion of service cycle, to confirm that the work was performed in accordance with the scope of services. Notification shall include, at a minimum, a list of locations serviced, and the date and time the service(s) were provided. This will be used for reconciliation, auditing, invoice validation and tracking. Failure to provide this email notification, as requested, may result

in delay or rejection of payment.

- e. The Radio Services Manager or his designated representative will inspect locations within 48 hours to confirm services were performed as per contract requirements. The Respondent shall be notified verbally and in writing about the results of its performance at each location. If the Respondent's work does not meet the requirements of this contract, the Respondent shall correct any identified deficiencies within 24 hours of notification and contact the Radio Services Manager or his designated representative when the corrections have been performed. The work will be re-inspected by the City prior to authorizing payment for the submitted invoice. Correction of deficiencies shall be at Respondent's sole cost and expense.
- f. If Respondent fails to cure the default within the time specified and to the satisfaction of the Radio Services Manager or his designated representative, Respondent shall be subject to the following liquidated damages.
- g. **Liquidated Damages.** The Parties agree that the actual damages that might be sustained by the City by reason of the breach by Respondent of its covenant to provide services in accordance with the Maintenance Schedule is uncertain and would be difficult of ascertainment, and that the sum of **\$400.00 per default event, per location, for each day** Respondent is in default would be a reasonable compensation for such breach. Respondent hereby promises to pay, and City hereby agrees to accept, such sum of liquidated damages, and not as a penalty, in the event of such breach. Furthermore, Parties agree that City may withhold said liquidated damages from any payments due to Respondent hereunder. In lieu of assessing liquidated damages, City at its option may terminate this contract, in whole or in part. In such event, City may pursue actual damages, rather than applying this liquidated damage provision.

4.18 SERVICE CYCLE TIME LIMITS

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

4.19 RESPONDENT STAFF COMMUNICATION AND ACCESS

- a. Respondent 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.
- b. Respondent shall respond to communication requests from the Radio Services Manager Representative within 2 hours during the normal working hours of 7:30 A.M. CT to 5:00 P.M. CT, Monday through Friday.
- c. Respondent shall notify Radio Services Manager Representative 24 - 48 hours in advance of scheduled work and shall notify Radio Services Manager Representative upon work completion and departure of site.

4.20 LICENSES AND PERMITS:

- a. Respondent shall, at Respondent's expense, procure all necessary licenses and permits required to conduct the work required under the terms of this contract including proper disposal of tree debris.
- b. It is the sole responsibility of the Respondent to obtain all necessary permits, lane closure permits, and any other required authorization to conduct tree maintenance operations on any rights-of-way. Respondent shall invoice such license and permit fees separately from this contract. No up charges may be included.

4.21 SAFETY:

- a. All equipment used, and all work performed must be in full compliance with the most current revision of the American National Standards Institute Z-133.1 (Safety Requirements for Pruning, Trimming, Repairing, Maintaining, Remove Trees and for Cutting Brush) standards for worksite safety.
- b. Respondent shall be responsible for pedestrian and vehicular safety and control within the worksite and shall provide the necessary warning devices, barricades, and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the worksite.
- c. Blocking or closing of public streets, sidewalks, or lanes shall be permitted ONLY when prior arrangements with the Right of Way Division of the Transportation & Capital Improvements Department have been made and approved. The

Right of Way Division can be contacted at (210) 542-8921. For information on applying for a temporary street closure permit, click on the following link:

<https://www.sanantonio.gov/Portals/0/Files/CIMS/Services/StrClsr%20Permit%20App%2001122016.pdf>

- d. Respondent 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. Contractor shall ensure his/her employees dress and remain dressed in a presentable fashion due to high public visibility of these areas.
- e. Should problems occur, Respondent may be advised of the circumstances and 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. Contractor shall follow any safety rules or guidance provided by the Radio Services Manager Representative while on a City site.
- f. Respondent shall be responsible for furnishing all signs and traffic controls in accordance with the Texas Manual on Uniform Traffic Control Devices. Respondent shall make any adjustments as required by the City.

4.22 SITE ADDITIONS/DELETIONS

- a. During the contract period, the City may add or delete locations to the contract. Additions and deletions shall be made by written change order to the contract.
- b. If a site is deleted from the contract, the Respondent shall cease performing services for the location as of the effective date of the change order and shall not invoice for the specific site.
- c. If a new site is added to the contract, the pricing will be at the rate per hour as designated on Attachment B Price Schedule.

4.23 INCLEMENT WEATHER

- a. Services may not be performed during periods of inclement weather, or at any time in which unsafe working conditions exist, such as severe thunderstorms, ice storms, or snowstorms.
- b. In the event of inclement weather conditions, Respondent shall contact the Radio Services Manager or designated representative to inform him/her of the occurrence and to propose a revised schedule. Revisions to the schedule shall be made in writing and approved by the Radio Services Manager Representative in writing and shall be incorporated as if fully set forth herein.

4.24 WORK SCHEDULE

- a. Respondent shall abide by the City's rules regarding work on Air Quality Health Alert Days. Respondent shall make necessary arrangements to receive Air Quality Health Alert information.
- b. There are 18 tower locations that are in four categories of work locations:
 - 1) Residential tower sites (Estimated weekly inspections and mowing during growing season)
 - 2) Rural tower sites (Estimated inspection every other week during growing season)
 - 3) Rural tower sites with gravel (Estimated inspection and preventive weed growth and vegetation removal from gravel covered area)
 - 4) Rural sites owned by AARRS with guyed towers and access roads (Estimated every other week during growing season)

Each location must be mowed in accordance with the following schedule.

- c. The radio tower compounds in residential neighborhoods must be inspected and maintained once every week during the growing season and once every other week during the non-growing.
 - 1) Residential tower sites (Estimated weekly inspections and mowing):
 - I. Site A: SAWS Medical Center at 8311 Fredericksburg Road
 - II. Site B: SAWS Winwood at SAWS Winwood at 28508 Waterview Drive
 - III. Site C: SAWS Cross Mountain at 8719 San Fidel Way

- 2) Rural tower sites (Estimated inspection and mowing every other week):
 - i. Site D: SAWS Ranch Town at 17722 West Apache Bluff
 - ii. Site E: CPS Stonegate at 25529 US 281
 - iii. Site F: Hogan Drive at 26800 Hogan Drive
 - iv. Site G: CPS Lake Calaveras at 9599 Gardner Road
- 3) Rural tower sites with gravel (Estimated inspection and preventive weed growth and vegetation removal from gravel covered area)
 - i. Site H: CPS Pearsall Road at 5261 Old Pearsall Road
 - ii. Site I: Zarzamora at 4531 South Zarzamora
 - iii. Site J: Austin Highway at 1051-B Austin Highway
 - iv. Site K: CPS Helotes (Leslie Road) at 11415 Leslie Road
 - v. Site L: CPS Texas Research at 1331 Zeta Drive
 - vi. Site M: San Geronimo at 18958 Bandera Road
 - vii. Site N: Hallmark at 23002 Hallmark Path
 - viii. Site O: Judson Road at 17474 Judson Road
- 4) Rural sites owned by AARRS with guyed towers and access roads (Estimated every other week):
 - i. Site P: Mark Wayne at 27219 Mark Wayne Road
 - ii. Site Q: Cagnon at 2200 Grosenbacher
 - iii. Site R: Hy Lions at 150 Arrid Drive

d. City shall have the right, at City's election, to delay, cancel or add mowing cycles. If the Radio Services Manager or his designated representative cancels a mowing cycle, Respondent shall not invoice and will not be paid for the cancelled service. If the City delays a mowing service, City and Respondent will work together to modify the mowing service schedule and Respondent will invoice and be paid for the completed mowing service.

4.25 CRIMINAL BACKGROUND CHECKS

- a. At its own expense, Respondent 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.
- b. Respondent 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.

4.26 SPECIAL CONDITIONS:

- a. Respondent shall remove any foreign objects attached to trees such as rope, wire, nails, hoses, lumber and signs, at time of pruning.
- b. Shrubs and vines that are impacting the tree within three feet of the tree trunk shall be cut as directed by the Radio Services Manager or designated representative.
- c. It is the responsibility of the Respondent to protect all overhead utilities and Respondent is responsible for all claims of damage to overhead utilities due to his/her operations.
- d. If any damage to overhead utilities occurs, then it is the responsibility of the Respondent to contact the appropriate entity with authority over said utility to remedy the situation.
- e. Respondent shall immediately inform the Radio Services Manager Representative of any damage caused to overhead utilities.
- f. City may approve and grant extensions for delays that occur due to the utility company not performing work/repairs in a timely manner.
- g. All trees and the type of work to be performed shall be identified by the Radio Services Manager Representative.
- h. Respondent shall be responsible for any and all damage to include: buildings, vehicles, surrounding foliage, equipment and lighting caused by Respondent's operations. All priority service damage (i.e. broken utility lines) caused by the Respondent must be reported to the Radio Services Manager Representative immediately. Any non-priority service damage caused by the Respondent should be reported to the Radio Services Manager or his designated representative on the same day the damage occurs.

- i. The City reserves the right to repair or replace any City structures, equipment, plant material, or other property damaged by Respondent. City may, at its option, provide Respondent with an opportunity to perform the repairs or replacements. If such an opportunity is provided and Respondent has not performed the agreed upon repairs/replacements to the satisfaction of the City within the agreed upon time frame, City may withdraw its approval for the Respondent to perform the repairs/replacements. The Respondent will then be assessed the cost and must pay that sum within 30 days, or City may withhold said costs from Respondent's payment.
- j. Respondents are highly encouraged to attend the Pre-Submittal Conference and site visit and make all investigations to thoroughly inform themselves regarding the amount of labor, materials, land/property, and equipment that may be required in the performance of the work under this contract PRIOR to submitting their proposals. Respondent shall carefully examine the specifications in this RFCSP and, if necessary, secure from the City any additional information that may be a requisite to a clear, full understanding of the work. No plea of ignorance by Respondent will be accepted as a basis for varying the requirements of City or the compensation to Respondent. Respondents shall submit all questions in writing, in accordance with Section 003 – Restrictions on Communication, to maria.castillo@sanantonio.gov. City's official response to questions will be addressed via an addendum.
- k. The selected Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City. Additional information will be provided to the selected vendor upon award of contract.

4.27 One-Time Clean Up: Respondents may propose a One-Time Clean Up fee in Attachment B – Price Schedule V2, column D, where allowable for the specific sites identified in Section 4.3. Work Locations. If applicable, this fee shall reflect Respondent's all-inclusive fee to bring the site up to standards and to put the tower site in a manageable condition so that Respondent may effectively provide periodic groundskeeping to control vegetative growth within and around the tower site for the duration of the contract in accordance with the requirements of this RFCSP. Respondent shall include a proposed One-Time Clean Up schedule along with its Maintenance Schedule which is due 7 days after contract award.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term:

This contract shall begin upon the effective date of the ordinance awarding the contract or April 1, 2023, whichever is later and terminate on March 31, 2026.

Renewals. At City's option, this Contract may be renewed under the same terms and conditions for two (2) additional, one (1) 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 therefore.

Temporary Short-Term Extensions:

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

Temporary Contract Pending Award of Contract by City Council:

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

In such event, City's written notice shall constitute acceptance of Vendor's bid and shall result in a temporary contract to provide goods and/or services until City Council considers and awards the contract contemplated

in this solicitation. The total expenditure under the temporary contract shall not exceed \$50,000. The temporary contract shall begin on the date set forth in City's written notice and shall terminate when the total expenditure reaches \$50,000, or upon subsequent written notice from City, whichever shall occur sooner. Should City Council authorize award of a contract to Vendor pursuant to this solicitation, said award shall automatically terminate the temporary contract upon the effective date of the newly awarded contract.

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

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

Insurance:

CONTRACTOR must provide a completed Certificate(s) of Insurance to CITY's Finance Department.

The certificate must be:

- clearly labeled with the legal name of the event 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);
- 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 Finance 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 Agreement, CONTRACTOR certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the Event.

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 CONTRACTOR claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Contractors f. Damage to property rented to you *g. Explosion, Collapse, Underground Property Hazard Liability *h. Environmental Impairment/ Impact – sufficiently broad to cover disposal liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage must be on a per project aggregate. f.) \$300,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5. Umbrella or Excess Liability Coverage	\$2,000,000 per occurrence combined Bodily Injury (including death) and Property Damage.
*6. Environmental Insurance –(Contractor's Pollution Liability (Claims-made coverage)	\$1,000,000 per occurrence; \$2,000,000 general aggregate for claims associated with hazardous materials, to include spills and mitigation.
*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. Respondent shall provide CITY with subcontractor certificates and endorsements 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 10 days by submitting the requested insurance documents to the CITY at the following address:

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

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

- Name CITY and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.

- Endorsement that the “other insurance” clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY’s insurance is not applicable in the event of a claim.
- Contractor shall submit a waiver of subrogation to include, workers’ compensation, employers’ liability, general liability and auto liability policies in favor of CITY; and
- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

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

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

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

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

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

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

Incorporation of Attachments:

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

Attachment A - Part One – General Information
Attachment A - Part Two – Experience, Background, Qualifications
Attachment A - Part Three – Proposed Plan
Attachment B - Price Schedule
Attachment C - Contracts Disclosure Form
Attachment D - Litigation Disclosure Form
Attachment E - Small Business Economic Development Advocacy (SBEDA) Program Supplier/Subcontractor Utilization Plan
Attachment F - Veteran-Owned Small Business (VOSB) Preference Program Tracking Form
Attachment G - Certificate of Interested Parties (Form 1295)
Attachment H - Proposal Checklist

006 - GENERAL TERMS & CONDITIONS

Electronic Proposal Equals Original: Vendor's electronically submitted 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 bidders.

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

Acceptance by City: City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If 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, Texas 78283-3976.

Information Required on Invoice:

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City:

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date 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.

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, and quantity of work to be performed, materials, equipment or supplies to be furnished must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended.

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

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

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

Termination:

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

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

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

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

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

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 solicitation, response(s) 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 response, Respondent 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 solicitation, response or contract. City hereby relies on Vendor's certification, and if found to be false, City may reject the response 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 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

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

Prohibition on Contracts with Companies Boycotting Israel.

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

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

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

Prohibition on Contracts with Companies Boycotting Certain Energy Companies.

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

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

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

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

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

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

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

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

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

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

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

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

Title of Person Authorized to Sign Proposal

Date

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 respondent only.

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

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

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

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

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

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.

EXHIBIT 1

**SMALL BUSINESS ECONOMIC DEVELOPMENT
ADVOCACY (SBEDA) PROGRAM**

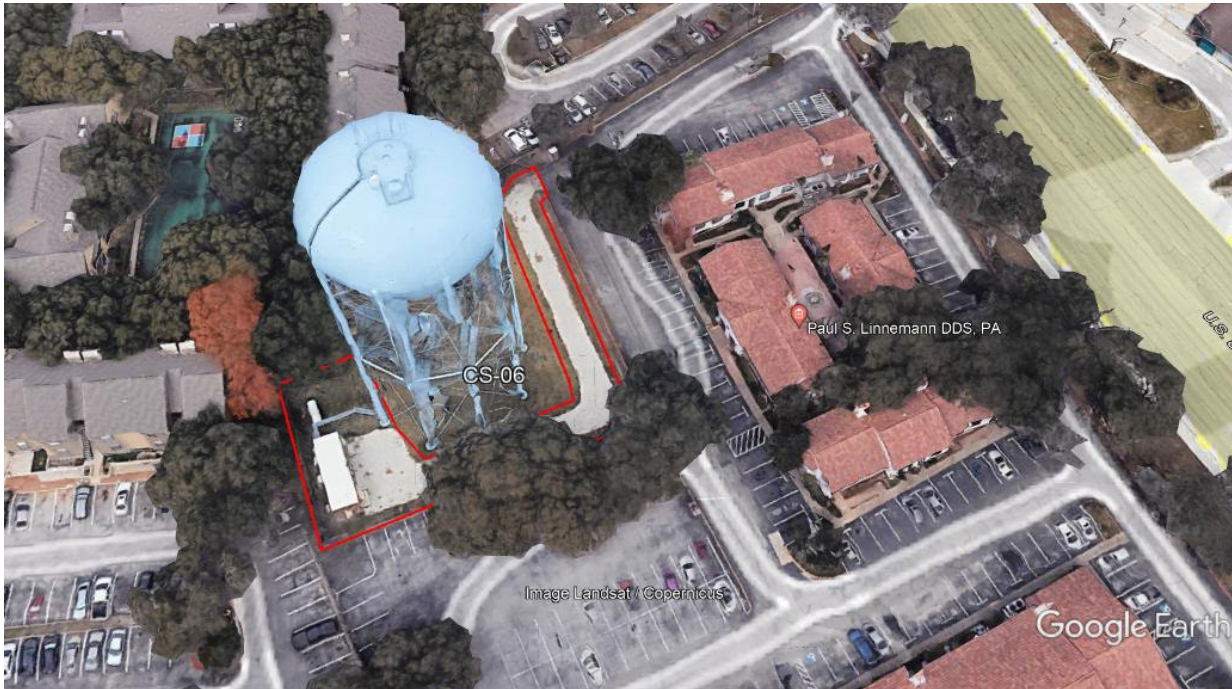
(POSTED AS A SEPARATE DOCUMENT)

EXHIBIT 2

CITY LANDSCAPING TOWER SITE LOCATIONS

Sites A – R

Site A: SAWS Medical Center at 8311 Fredericksburg Road



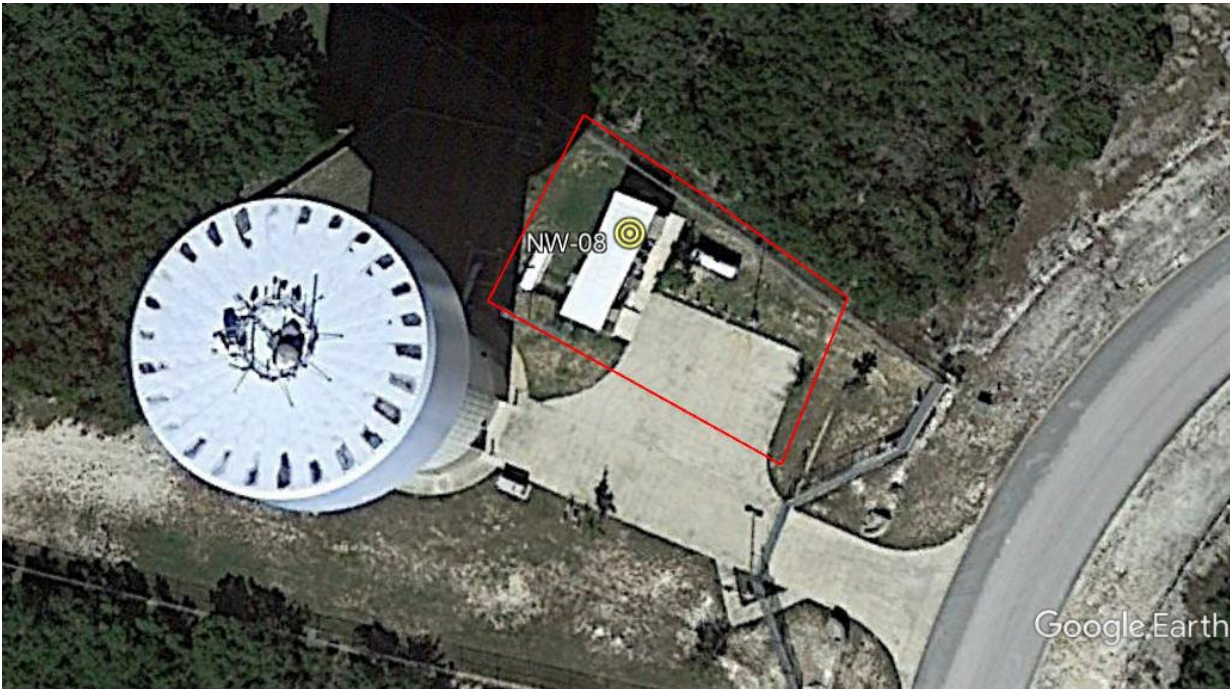
1. 9129 square feet (0.21 Acre) of leased area.
 - a. 12' x 36' communications shelter
 - b. two propane tanks
 - c. Approximately 275' of crushed gravel driveway from the site entrance to the Radio Tower Compound.
2. Services will include:
 - a. Mowing the grass around the shelter and propane tanks.
 - b. Edging around shelter and propane tanks, and along adjacent fence line.
 - c. Keeping the gravel driveway and parking area free of vegetation.
 - d. Trimming encroaching overhead trees back twice a year.

Site B: SAWS Winwood at 28508 Waterview Drive



1. 6,041 square feet (0.14 Acre) compound
 - a. 12' x 36' communications shelter
 - b. 235' Self-supporting tower
 - c. 2 propane tanks
 - d. 60' driveway from the site entrance to the Radio Tower Compound
2. Services will include:
 - a. Mowing the grass around the tower, shelter and propane tanks.
 - b. Edging around shelter and propane tanks, along fence line, and along driveway edge.
 - c. Keeping the gravel driveway and parking area free of vegetation.
 - d. Trimming encroaching overhead trees back twice a year.

Site C: SAWS Cross Mountain at 8719 San Fidel Way



1. 4674 square feet (0.11 Acre) of leased area.
 - a. 12' x 36' communications shelter
 - b. two propane tanks
2. Services will include:
 - a. Mowing the grass around the shelter and propane tanks.
 - b. Edging around shelter and propane tanks, along fence line, and along driveway/parking lot edge.

Site D: SAWS Ranch Town at 17722 West Apache Bluff



1. 5001 square feet (0.11 Acre) of leased area.
 - a. 175' self-supporting tower
 - b. 12' x 36' communications shelter
 - c. two propane tanks
2. Services will include:
 - a. Mowing the grass around the tower, shelter and propane tanks.
 - b. Edging around shelter, tower foundations, and propane tanks, along fence line, and along driveway edge.
 - c. Keeping the gravel driveway in front of the shelter free of vegetation.
 - d. Trimming encroaching overhead trees back twice a year.

Site E: CPS Stonegate at 25529 US 281



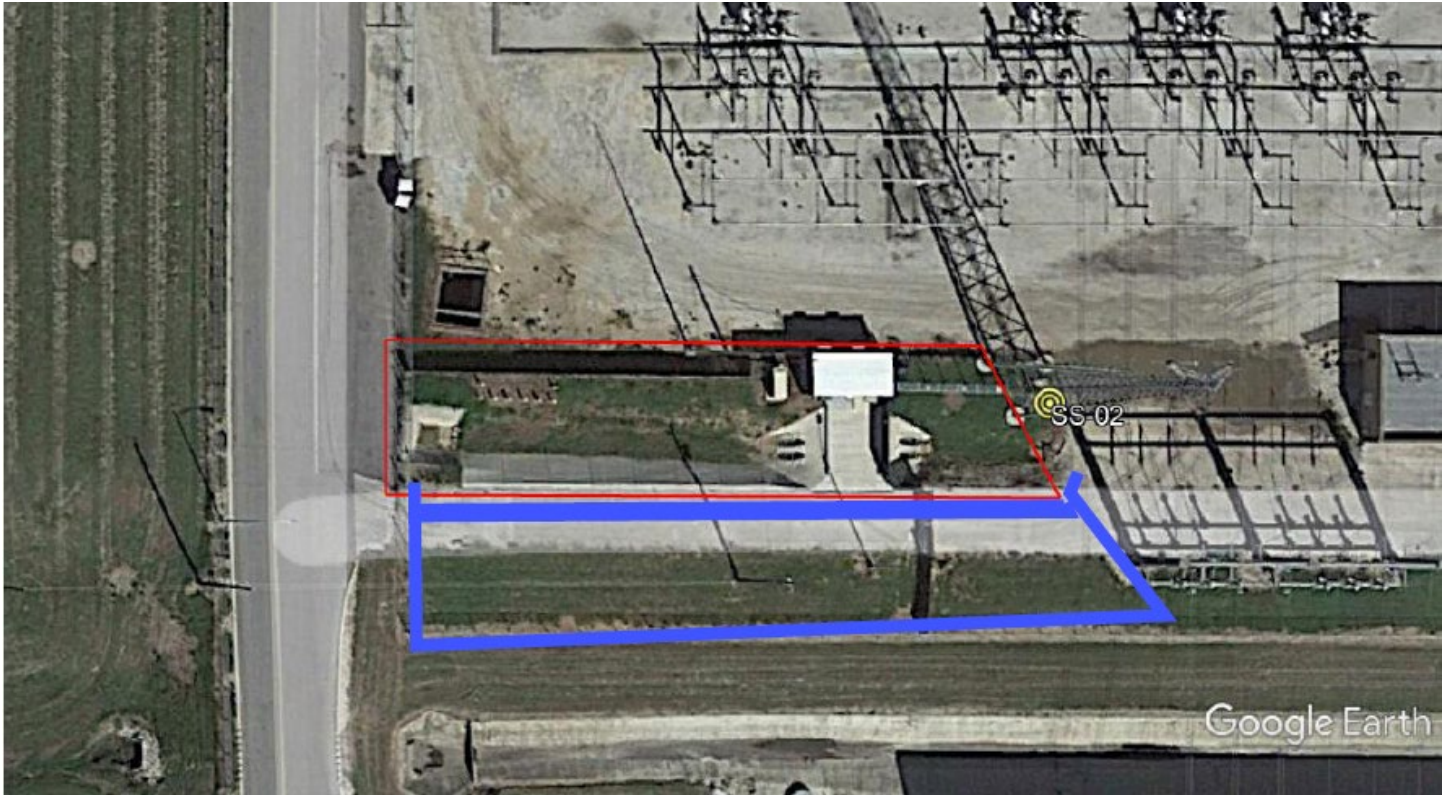
1. 4,210 square feet (0.11 Acre) compound
 - a. 12' x 36' communications shelter
 - b. 290' Self-supporting tower
 - c. 2 propane tanks
 - d. Grass and gravel surfaces
2. Services will include:
 - a. Mowing the grass around the shelter and around the propane tanks
 - b. Edging around the shelter, tower foundations, propane tanks, and along fence line.
 - c. Keeping the gravel parking area free of vegetation.
 - d. Trimming encroaching overhead trees back twice a year.

Site F: Hogan Drive at 26800 Hogan Drive



1. 5,725 square feet (0.13 Acre) compound
 - a. 12' x 36' communications shelter
 - b. 2 propane tanks
 - c. Grass and gravel surfaces
 - d. 130-foot gravel driveway
2. Services will include:
 - a. Mowing the grass around the tower, shelter and propane tanks.
 - b. Edging around shelter and propane tanks, along fenceline, and along driveway edge.
 - c. Keeping the gravel driveway and parking area free of vegetation.
 - d. Trimming encroaching overhead trees back twice a year.

Site G: CPS Lake Calaveras at 9599 Gardner Road *Add area boxed in blue.



1. 7,564 square feet (0.17 Acre) compound
 - a. 12' x 22' communications shelter
 - b. 2 propane tanks
 - c. Grass surfaces
 - d. 120-foot paved driveway
 - e. 120-foot grass-lined drainage ditch
 - f. Outdoor generator
 - g. Buried propane tank
2. Services will include:
 - a. Mowing the grass around the shelter, outdoor generator, and propane tank bollards.
 - b. Mowing the grass in the drainage ditch within the compound.
 - c. Mowing the grass between the driveway and the fence line.
 - d. Edging around shelter, generator, and propane tank cover and bollards, along fence line, and along driveway edge.

Site H: CPS Pearsall Road at 5261 Old Pearsall Road



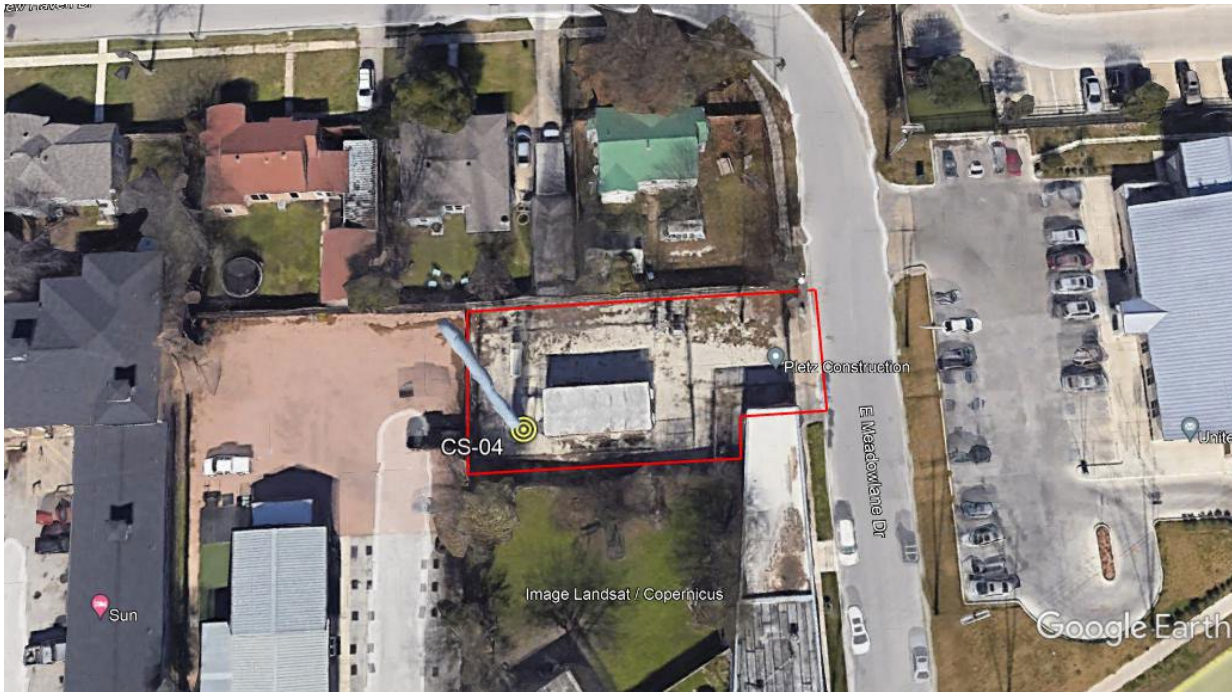
1. 6,833 square feet (0.16 Acre) compound
 - a. 12' x 36' communications shelter
 - b. 175' Self-supporting tower
 - c. 2 propane tanks
 - d. Gravel surface
2. Services will include:
 - a. Keeping the gravel-covered compound and fence lines free of vegetation.
 - b. Trimming encroaching overhead trees back twice a year.

Site I: Zarzamora at 4531 South Zarzamora



1. 8,596 square feet (0.20 Acre) compound
 - a. 16' x 36' communications shelter
 - b. 300' Self-supporting tower
 - c. Outdoor generator
 - d. Tenant platforms
 - e. Gravel surface
2. Services will include:
 - a. Keeping the gravel-covered compound and fence lines free of vegetation.
 - b. Trimming encroaching overhead trees back twice a year.

Site J: Austin Highway at 1051-B Austin Highway



1. 6,928 square feet (0.16 Acre) compound
 - a. Tower compound
 - b. 16' x 36' communications shelter
 - c. 200' Monopole tower
 - d. Outdoor generator
 - e. Gravel Surface
2. Services will include:
 - a. Keeping the full property (both inside and outside of the gravel-covered compound) and fence lines free of vegetation.
 - b. Trimming encroaching overhead trees back twice a year.

Site K: CPS Helotes (Leslie Road) at 11415 Leslie Road



1. 6,789 square feet (0.16 Acre) compound
 - a. 12' x 36' communications shelter
 - b. 175' Self-supporting tower
 - c. 2 propane tanks
 - d. gravel surface
2. Services will include:
 - a. Keeping the gravel-covered compound and fence lines free of vegetation.
 - b. Trimming encroaching overhead trees back twice a year.

Site L: CPS Texas Research at 1331 Zeta Drive



1. 4,914 square feet (0.11 Acre) compound
 - a. 12' x 36' communications shelter
 - b. 175' Monopole tower
 - c. 2 propane tanks
 - d. Gravel surface
2. Services will include:
 - a. Keeping the gravel-covered compound and fence lines free of vegetation.
 - b. Trimming encroaching overhead trees back twice a year.

Site M: San Geronimo at 18958 Bandera Road



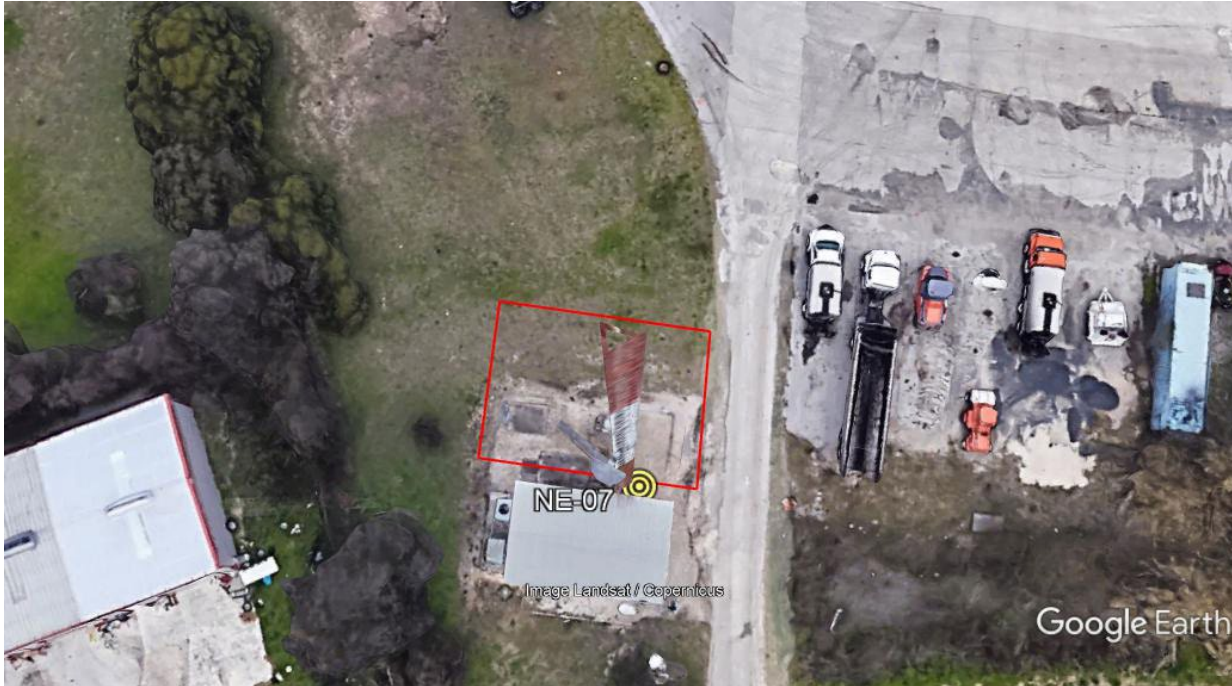
1. 3,091 square feet (0.07 Acre) compound
 - a. 12' x 22' communications shelter
 - b. Outdoor generator
 - c. 2 propane tanks
 - d. gravel surface
 - e. 3 oak trees within the compound
2. Services will include:
 - a. Keeping the gravel-covered compound and fencelines free of vegetation.
 - b. Trim back trees twice a year.

Site N: Hallmark at 23002 Hallmark Path



1. 2,651 square feet (0.06 Acre) compound
 - a. 14' x 20' communications shelter
 - b. Outdoor generator
 - c. propane tank
2. Services will include:
 - a. Keeping the gravel-covered compound and fencelines free of vegetation.

Site O: Judson Road at 17474 Judson Road



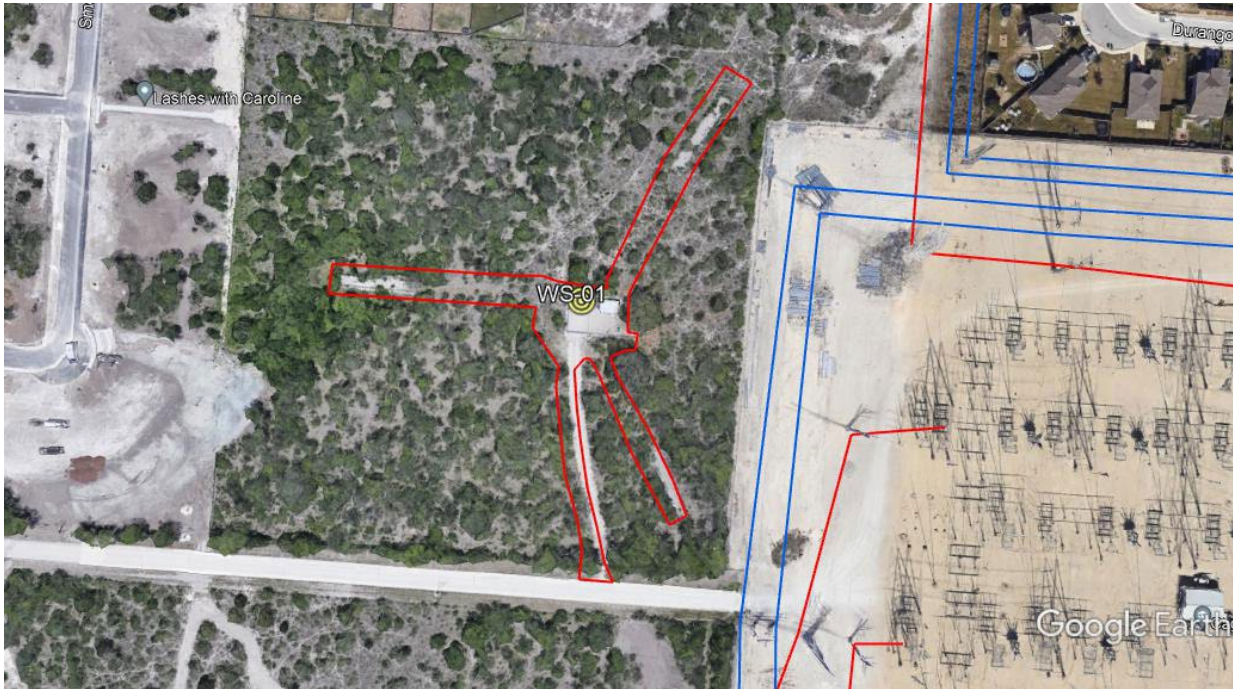
1. 1,979 square feet (0.05 Acre) compound
 - a. 12' x 22' communications shelter
 - b. Outdoor generator
 - c. 2 propane tanks
2. Services will include:
 - a. Keeping the gravel-covered compound and fencelines free of vegetation.

Site P: Mark Wayne at 27219 Mark Wayne Road



1. 46,856 square foot (1.08 Acre) compound
 - a. 12' x 36' communications shelter
 - b. Two propane tanks
 - c. Tower foundation
 - d. 380' guyed tower with three guy paths (~ 300' each) and three guy line anchors.
 - e. Approximately 600' of driveway, lined with juniper and oak.
2. Services will include:
 - a. Keeping the gravel-surfaced compound free of vegetation.
 - b. Keeping the guy-wire anchor enclosures free of vegetation.
 - c. Keeping the gravel driveway in front of the shelter free of vegetation.
 - d. Trimming encroaching trees back from the driveway twice a year.
 - e. Trimming encroaching trees back from the guy wire paths twice a year.
 - f. Cutting down vegetation along the guy wire paths at least twice a year.

Site Q: Cagnon at 2200 Grosenbacher



1. 38,453 square feet (0.88 Acre) compound
 - a. 14' x 20' communications shelter
 - b. Outdoor generator
 - c. Propane tank
 - d. Tower foundation
 - e. 400' guyed tower with three guy line paths (~ 300' each) and three guy line anchors.
 - f. 300' driveway.
2. Services will include:
 - a. Keeping the gravel-surfaced compound free of vegetation.
 - b. Keeping the gravel driveway in front of the compound free of vegetation.
 - c. Keeping the guy-wire anchor enclosures free of vegetation.
 - d. Trimming encroaching trees back from the driveway twice a year.
 - e. Trimming encroaching trees back from the guy wire paths twice a year.
 - f. Cutting down vegetation along the guy wire paths at least twice a year.

Site R: Hy Lions at 150 Arrid Drive * Remove boxed area in blue.



1. 116,018_square feet (2.66 Acre) compound
 - a. 16' x 44' communications shelter
 - b. Tower foundation
 - c. 400' guyed tower with three guy paths (~ 300' long each) and 6 guy line anchors (two per path).
 - d. 1800' driveway, 700' bordered by trees
2. Services will include:
 - a. Keeping the gravel-surfaced AARRS compound free of vegetation. (The landscaping contractor is not responsible for the adjacent compounds.)
 - b. Keeping the guy-wire anchor enclosures free of vegetation.
 - c. Keeping the gravel driveway in front of the shelter free of vegetation.
 - d. Trimming encroaching trees back from the driveway twice a year.
 - e. Trimming encroaching trees back from the guy wire paths twice a year.
 - f. Cutting down vegetation along the guy wire paths at least twice a year.

EXHIBIT 3

TOWER SITE VISIT SCHEDULE

Site Visits will be held at Radio Services, 2712 Flight Nurse beginning promptly at 8:00 A.M. Central Time and ending at 5:00 P.M. Central Time.

All interested Respondents will meet at 8:00 A.M. Central Time for further instructions.

ITEM	DATE	SITE ADDRESS
DAY 1:		
1.	December 19, 2022	San Geronimo at 18958 Bandera Road
2.	December 19, 2022	SAWS Ranch Town at 17722 West Apache Bluff
3.	December 19, 2022	CPS Helotes (Leslie Road) at 11415 Leslie Road
4.	December 19, 2022	SAWS Cross Mountain at 8719 San Fidel Way
5.	December 19, 2022	SAWS Windwood at 28508 Waterview Drive
6.	December 19, 2022	Hogan Drive at 26800 Hogan Drive
7.	December 19, 2022	Mark Wayne Road at 27219 Mark Wayne Road
8.	December 19, 2022	CPS Stonegate at 25529 US 281
9.	December 19, 2022	Judson Road at 17474 Judson Road
10.	December 19, 2022	Austin Highway at 1051-B Austin Highway
11.	December 19, 2022	SAWS Medical Center at 8311 Fredericksburg Road
DAY 2:		
12.	December 20, 2022	Hi Lyons at 150 Arrid Drive
13.	December 20, 2022	CPS Lake Calaveras at 9599 Gardner Road

14.	December 20, 2022	Hallmark at 23002 Hallmark Path
15.	December 20, 2022	Zarzamora at 4531 South Zarzamora
16.	December 20, 2022	CPS Pearsall Road at 5261 Old Pearsall
17.	December 20, 2022	Cagnon Road at 2200 Grosenbacher
18.	December 20, 2022	CPS Texas Research (Zeta Drive) at 1331 Zeta Drive

EXHIBIT 4

CITY OF SAN ANTONIO HOLIDAY SCHEDULE

[LTA-202209-HolidaySchedule.pdf \(sanantonio.gov\)](#)

<i>FY 2023 Holiday Schedule October 1, 2022-September 30, 2023</i>	
Veterans Day – November 11, 2022	Martin Luther King, Jr. Day – January 16, 2023
Thanksgiving Day – November 24, 2022	César Chávez Day – March 31, 2023
Day After Thanksgiving – November 25, 2022	Fiesta San Jacinto Day – April 28, 2023
Christmas Eve (Observed) – December 26, 2022	Memorial Day – May 29, 2023
Christmas Day (Observed) – December 27, 2022	Juneteenth – June 19, 2023
City Closure (Employee Leave) – December 28, 2022	Independence Day – July 4, 2023
City Closure (Employee Leave) – December 29, 2022	Labor Day – September 4, 2023
New Year's Day (Observed) – December 30, 2022	

Pre-K Note: Most Pre-K 4 SA Department employees will follow a different holiday schedule. For questions about the holiday schedule for Pre-K 4 SA, contact the Pre-K 4 SA Employee Relations Team.

EXHIBIT 5

WORKING WITH COSA – KET TO FASTER PAYMENTS



CITY OF SAN ANTONIO

Dear Valued Vendor,

We appreciate our vendors and offer the following guidelines to ensure we are in the best position to support you and your business at this time. The top priority of the City of San Antonio is the safety and well-being of our community and employees. Since the Mayor's Declaration of Public Health Emergency, City staff has been working to put procedures in place to continue City operations in the safest and most efficient manner with minimal impact to our business process. This situation re-emphasizes the need for vendors to follow the City's business processes.

Regarding the City's invoicing and payment process; please submit invoices directly to the Finance Department Accounts Payable section for processing and payment. In order to minimize the impact to you and ensure we process your invoice as quickly as possible, here are a few reminders:

- ❖ Original invoices and monthly statements should be submitted directly to Accounts Payable at the addresses noted below. Construction invoices should continue to go through PrimeLink:

By Mail:

City of San Antonio
Finance Department / Accounts
Payable
P.O. Box 839976

San Antonio, TX 78203-2976

By Electronic Submission:

For Original, first time submission invoices only

Accounts.Payable@sanantonio.gov

For Statements and status inquiries

apteam@sanantonio.gov

By Electronic submission: .pdf format is required. Ensure each invoice is submitted as a separate file and no file has the same name as another file being submitted. Multiple files may be sent on one e-mail.

- ❖ At a minimum, all invoices should include the following fields and information:
 - Vendor name including dba name (if applicable), address and phone number
 - Remit address for payments (if applicable)
 - Ordering Department name and ship to 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.
- ❖ COSA works on a Purchase Order (PO) system. It is the vendor's responsibility to obtain a valid PO from the ordering department each time an order is placed.
 - The start time for payment terms is the later of: the date of receipt of goods/service; or the date of receipt of a valid invoice by the City. Invoices are paid according to the terms established within the PO. The City's default payment term is 30 days.

- The City suspended its current payment terms for 30 days effective March 20, 2020 and began paying all vendors upon receipt. Invoices received without a valid PO take longer to process.
- ❖ Change of address or change of remittance address notifications should be submitted in writing to vendors@sanantonio.gov along with appropriate documentation; (1) an updated IRS-W9 showing the new address and (2) a COSA Vendor Information form. Should you need a copy of these forms, click on these hyperlink's: [Vendor Information Form \(pdf\)](#) and [W-9 Form \(pdf\)](#)

Regarding the City's bidding and contracting process, there are some recent changes to the bid and proposal submission requirements and solicitation meeting attendance.

- ❖ Effective immediately, all bid and proposal submissions will **only** be accepted electronically as outlined in the solicitation document. If you have not completed the City's SAePS Vendor Registration, you must do so in order to view the solicitation and submit a response. Once you have logged on to the SAePS portal, click on "My Bids" (first), if not viewable then click "Other Bids" (to view all already published competitive bids). TO REGISTER: You will need to complete the vendor registration by accessing the SAePS Vendor Registration at <http://www.sanantonio.gov/purchasing/SAePS.aspx>. Questions regarding registration may be submitted to vendors@sanantonio.gov with "SAePS Portal" on the subject line so this can be expedited.
- ❖ If a Pre-Submittal or Pre-Bid Conference is scheduled, the conference will be held via WebEx meeting that may be accessed through phone and/or online per the WebEx instructions provided in the solicitation document. Bidders are encouraged to prepare and submit their questions in writing to the solicitation point of contact, in advance of the Pre-Submittal or Pre-Bid Conference in order to expedite the proceedings.
- ❖ For Bid Opening, bids will be publicly read aloud online through a WebEx meeting at 2:30 pm, Central Time, on the day the bids are due. WebEx instructions will be provided in the solicitation document.
- ❖ If applicable, bidders must mail an original bid bond marking the envelope with the solicitation number and project name to the Finance Department, Purchasing Division, P.O. Box 839966, San Antonio, Texas 78283-3966 prior to bid opening due date and time. However, bidder shall still include a scanned copy of the Bid Bond with the Bidders electronic submission through the SAePS Portal.

If you have questions regarding the above information, please contact Accounts Payable at 210-207-2064 for invoicing and payment questions, Vendor Support at 210-207-0118 for vendor online registration and changes to vendor address or payment method, or the Procurement Specialist point of contact provided in the RFX solicitation document, as applicable, for any purchasing item. We thank you for taking the time to review this information and look forward to working with you.

EXHIBIT 6**TOWER SITE VISIT SCHEDULE**

Site Visits will be held at Radio Services, 2712 Flight Nurse beginning promptly at 8:00 A.M. Central Time and ending at 5:00 P.M. Central Time.

All interested Respondents will meet at 8:00 A.M. Central Time for further instructions.

ITEM	DATE	SITE ADDRESS
DAY 1:		
1.	January 19, 2023	San Geronimo at 18958 Bandera Road
2.	January 19, 2023	SAWS Ranch Town at 17722 West Apache Bluff
3.	January 19, 2023	CPS Helotes (Leslie Road) at 11415 Leslie Road
4.	January 19, 2023	SAWS Cross Mountain at 8719 San Fidel Way
5.	January 19, 2023	SAWS Windwood at 28508 Waterview Drive
6.	January 19, 2023	Hogan Drive at 26800 Hogan Drive
7.	January 19, 2023	Mark Wayne Road at 27219 Mark Wayne Road
8.	January 19, 2023	CPS Stonegate at 25529 US 281
9.	January 19, 2023	Judson Road at 17474 Judson Road
10.	January 19, 2023	Austin Highway at 1051-B Austin Highway
11.	January 19, 2023	SAWS Medical Center at 8311 Fredericksburg Road
DAY 2:		
12.	January 20, 2023	Hi Lyons at 150 Arrid Drive
13.	January 20, 2023	CPS Lake Calaveras at 9599 Gardner Road

14.	January 20, 2023	Hallmark at 23002 Hallmark Path
15.	January 20, 2023	Zarzamora at 4531 South Zarzamora
16.	January 20, 2023	CPS Pearsall Road at 5261 Old Pearsall
17.	January 20, 2023	Cagnon Road at 2200 Grosenbacher
18.	January 20, 2023	CPS Texas Research (Zeta Drive) at 1331 Zeta Drive

009 - ATTACHMENTS

ATTACHMENT A, PART ONE

GENERAL INFORMATION

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

Respondent Name: _____

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Email address: _____

Year established: _____

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

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

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

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

☐ Partnership

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

Also, check one: ☐ Domestic ☐ Foreign

☐ Other if checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

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

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

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

List Related Companies:

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ____ No ____

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

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

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

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

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

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

Years _____ Months _____

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

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

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

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

Years _____ Months _____

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

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

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

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

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

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

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

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

11. Previous Contracts:

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

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

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

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

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

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

- 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, similar to those contained within the Scope of this RFCSP, 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 for the references you have submitted or for additional references.

Reference No. 1			
Firm/Company Name:			
Contact Name:		Title:	
Address:			
City:	State:	Zip Code:	
Telephone No:		Fax No:	
Date and Description of Service(s) Provided:			
Email Address:			
Reference No. 2			
Firm/Company Name:			
Contact Name:		Title:	
Address:			
City:	State:	Zip Code:	
Telephone No:		Fax No:	
Date and Description of Service(s) Provided:			
Email Address:			
Reference No. 3			
Firm/Company Name:			
Contact Name:		Title:	
Address:			
City:	State:	Zip Code:	
Telephone No:		Fax No:	
Date and Description of Service(s) Provided:			
Email Address:			

ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

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

1. Fully describe your company and experience as it relates to the following:
 - 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/tree trimming contracts, facilities or organizations, address, phone numbers, points of contact, length of contracts, and which contracts, if any, were terminated for cause or convenience.
2. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.
3. Describe length of time Respondent has performed project(s) of similar size and scope, including services in high use public buildings.
4. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
5. List 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.
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.

ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items. Restate the question when providing the response.

Landscape Services Plan

Prepare and submit narrative responses to address the following items:

1. **Ramp-Up Plan**
Provide information such as badging and staffing, availability of equipment and any equipment to be acquired to perform the scope of services. Indicate what the timeframes are for Respondents to be able to mobilize upon contract award.
2. **Staffing Plan**
Describe Respondent Staffing Plan for providing mowing Services at various City Tower Facilities. Provide a weekly staffing schedule which shows the inspection and mowing or schedule.
3. **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 individuals assigned to each position.**
 - a. Describe the number of Crew Leaders, and /or Project Manager(s), and laborers that will be assigned to the contract. Indicate the proposed time frame for performing mowing services at each location.
 - b. **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.
 - c. **Equipment:** Provide a list of equipment Respondent has at time of proposal submission and provide in detail how Respondent will obtain additional equipment, if needed, and discuss plan to maintain equipment during the term of the contract.
 - d. Provide plan maintenance schedule for equipment (frequency, procedures, etc.)
4. **Quality Assurance/Quality Control (QA/QC) Plan**
Describe Respondent 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 will meet the needs of the Radio Services Manager Representative. Provide a copy of QA/QC Plan with proposal response.
5. **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.
6. **Customer Service Plan**
Describe Respondent's customer service plan and discuss lines of communication and interaction with Radio Services Manager Representative Point of Contact, including assigned Staff and others.
7. **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 a copy with proposal response.
8. **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.

9. Wages and Benefits Plan

Indicate the range of wages that Respondent has established for the Manager, Crew Leader(s) and Laborer classifications. Provide minimum qualifications and information regarding what factors determines starting wages and subsequent increases. Indicate what benefits (e.g., retirement, medical, dental, vision, life insurance, disability insurance, wellness, leave and holidays, skills pay, tuition assistance, employee assistance program, etc.) will be provided to these job classifications and provide a cost per employee related to these benefits. Indicate what amount and percent of the costs are paid by the Respondent and what amount and percent are paid by the employee for each individual benefit. (Use charts to make this information clear.) Indicate if the benefits provided to these job classes are the same, and at the same cost, as benefits provided or made available to other job classifications in the Respondent firm.

10. Records Retention Schedule

Describe how your records will be maintained for the required retention length, the location of the records, the hours of access available at the location, and how requests from the City staff or auditors will be able to access the records.

11. Security Background Checks

Describe how security background checks will be conducted during the term of the contract to ensure all personnel will be authorized to perform, the frequency of background checks, and the name of the service used to conduct background checks.

Criminal Background Check Plan

Describe your plan for conducting criminal background checks, including:

- activities for maintaining compliance,
- name of the entity or service company that you plan to use to conduct background checks,
- record retention procedures
- physical location of retention records, and
- procedures for replacement of employees who do not pass background checks,

ATTACHMENT B

PRICE SCHEDULE

Respondent's proposal must be based on the proposed contract term, including renewal periods, stated in this RFCSP. Proposing a different term of the 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.

Respondents must propose fixed prices for the items listed. Offers with price range will be deemed non-responsive.

ATTACHMENT C

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 Title page of this RFCSP

ATTACHMENT D

LITIGATION DISCLOSURE FORM

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

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

Yes ____ No ____

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

Yes ____ No ____

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

Yes ____ No ____

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

ATTACHMENT E

**SMALL BUSINESS ECONOMIC DEVELOPMENT
ADVOCACY (SBEDA) PROGRAM SUPPLIER/SUBCONTRACTOR UTILIZATION PLAN**

(POSTED AS A SEPARATE DOCUMENT)

ATTACHMENT F

VETERAN-OWNED SMALL BUSINESS (VOSB) PREFERENCE PROGRAM

Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, 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

(POSTED AS A SEPARATE DOCUMENT)

ATTACHMENT G

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. 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 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

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

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

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

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

ATTACHMENT H

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 and References: RFCSP Attachment A, Part One	
Experience, Background & Qualifications: RFCSP Attachment A, Part Two	
Proposed Plan: RFCSP Attachment A, Part Three	
Price Schedule, RFCSP Attachment B	
*Contracts Disclosure Form, RFCSP Attachment C	
Litigation Disclosure Form, RFCSP Attachment D	
*Small Business Economic Development Advocacy (SBEDA) Program Supplier/Subcontractor Utilization Plan RFCSP Attachment E; and Associated Certificates, if applicable	
*Veteran Owned Small Business Preference Program (VOSBPP) Tracking Form, RFCSP Attachment F	
*Certificate of Interested Parties, RFCSP Attachment G (HB 1295)	
Financial Information: Financial Statement, Dun and Bradstreet report, or Credit report	
Proof of Insurability: Insurance Provider's Letter, Copy of Current Certificate of Insurance	
*Signature Page	
*Addenda, if any	
Proposal Checklist, RFCSP Attachment H	
One (1) COMPLETE electronic submission.	

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

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.	V1040354
Signer's Name	Edward Tijerina Jr.
Name of Business	La Med, Inc.
Street Address	5401 Bandera Rd; Suite #2
City, State, Zip Code	San Antonio, TX 78238
Email Address	lamedfm@hotmail.com
Telephone No.	210-464-0107
Fax No.	210-464-0107
City's Solicitation No.	61000015889


Signature of Person Authorized to Sign Proposal

CEO
Title of Person Authorized to Sign Proposal

1-5-23
Date



Addendum I

SUBJECT: Request for Competitive Sealed Proposals for Landscaping Services for Radio Tower Sites for ITSD (RFCSP 23-028, RFx # 6100015889) Scheduled to Open: January 18, 2023; Date of Issue: December 7, 2022

FROM: Kristen McAvoy, Procurement Manager

DATE: December 23, 2022

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. I - TO THE ABOVE REFERENCED
REQUEST FOR COMPETITIVE SEALED PROPOSALS**

**THE ABOVE-MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSALS IS HEREBY AMENDED AS
FOLLOWS:**

1. **MODIFY:** A second pre-submittal conference has been added as follows:

January 4, 2023, at 1:00P.M. Central Time via Webex:
Meeting Number (access code): 2467 368 9998
Meeting Password: COSA
Join by Phone: 1-415-655-0001

2. **ADD:** Section 4.3 Work Locations table has been deleted and replaced as follows:

Exhibit	Site Name	Site Address	Escort Required
Site A:	SAWS Medical Center	8311 Fredericksburg Road	Yes
Site B:	SAWS Winwood	28508 Waterview Drive	Yes
Site C:	SAWS Cross Mountain	8719 San Fidel Way	Yes
Site D:	SAWS Ranch Town	17722 West Apache Bluff	Yes
Site E:	CPS Stonegate	25529 US 281	
Site F:	Hogan Drive	26800 Hogan Drive	
Site G:	CPS Lake Calaveras	9599 Gardner Road	Yes
Site H:	CPS Pearsall Road	5261 Old Pearsall Road	
Site I:	Zarzamora	4531 South Zarzamora	
Site J:	Austin Highway	1051-B Austin Highway	

Site K:	CPS Helotes (Leslie Road)	11415 Leslie Road	
Site L:	CPS Texas Research	1331 Zeta Drive	
Site M:	San Geronimo	18958 Bandera Road	
Site N:	Hallmark	23002 Hallmark Path	
Site O:	Judson Road	17474 Judson Road	
Site P:	Mark Wayne	27219 Mark Wayne Road	
Site Q:	Cagnon	2200 Grosenbacher	Yes
Site R:	Hy Lions	150 Arrid Drive	

3. **MODIFY:** Exhibit 2 Site City Landscaping Tower Site Locations, Site G: CPS Lake Calaveras at 9599 Gardner Road has been deleted and replaced as follows:



1. 7,564 square feet (0.17 Acre) compound
 - a. 12' x 22' communications shelter
 - b. 2 propane tanks
 - c. Grass surfaces
 - d. 120-foot paved driveway
 - e. 120-foot grass-lined drainage ditch
 - f. Outdoor generator
 - g. Buried propane tank
2. Services will include:
 - a. Mowing the grass around the shelter, outdoor generator, and propane tank bollards.
 - b. Mowing the grass in the drainage ditch within the compound.
 - c. Mowing the grass between the driveway and the fence line.
 - d. Edging around shelter, generator, and propane tank cover and bollards, along fence line, and along driveway edge.

4. **MODIFY:** Exhibit 2 Site City Landscaping Tower Site Locations, Site R: Hy Lions at 150 Arrid Drive has been deleted and replaced as follows:



1. 116,018_square feet (2.66 Acre) compound
 - a. 16' x 44' communications shelter
 - b. Tower foundation
 - c. 400' guyed tower with three guy paths (~ 300' long each) and 6 guy line anchors (two per path).
 - d. 1800' driveway, 700' bordered by trees
2. Services will include:
 - a. Keeping the gravel-surfaced AARRS compound free of vegetation. (The landscaping contractor is not responsible for the adjacent compounds.)
 - b. Keeping the guy-wire anchor enclosures free of vegetation.
 - c. Keeping the gravel driveway in front of the shelter free of vegetation.
 - d. Trimming encroaching trees back from the driveway twice a year.
 - e. Trimming encroaching trees back from the guy wire paths twice a year.
 - f. Cutting down vegetation along the guy wire paths at least twice a year.

Kristen McAvoy

Kristen McAvoy
Procurement Manager
Finance Department – Purchasing Division

KM/mc



Addendum II

SUBJECT: Request for Competitive Sealed Proposals for Landscaping Services for Radio Tower Sites for ITSD (RFCSP 23-028, RFx # 6100015889) Scheduled to Open: January 18, 2023; Date of Issue: December 7, 2022

FROM: Jennifer Johnson, Procurement Administrator

DATE: January 17, 2023

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. II - TO THE ABOVE REFERENCED
REQUEST FOR COMPETITIVE SEALED PROPOSALS**

**THE ABOVE-MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSALS IS HEREBY AMENDED AS
FOLLOWS:**

- 1. MODIFY:** The RFCSP submission deadline has been extended to February 1, 2023, 2:00 PM Central Time.
- 2. MODIFY:** A second round of Site Visits has been added as follows:
"Second Round of Site Visits: The Site Visits will be held on January 19, 2023, and January 20, 2023, from 8:00 AM to 5:00 PM Central Time. All interested Respondents will meet at 2712 Flight Nurse promptly at 8:00 AM Central Time each day. Please refer to Exhibit 6 Tower Site Visit Schedule."
- 3. MODIFY:** Section 004-Specifications / Scope of Services, 4.3 Work Locations, table has been deleted and replaced as follows:

Exhibit	Site Name	Site Address	Escort Required	One-Time Clean Up
Site A:	SAWS Medical Center	8311 Fredericksburg Road	Yes	
Site B:	SAWS Winwood	28508 Waterview Drive	Yes	
Site C:	SAWS Cross Mountain	8719 San Fidel Way	Yes	
Site D:	SAWS Ranch Town	17722 West Apache Bluff	Yes	
Site E:	CPS Stonegate	25529 US 281		Yes
Site F:	Hogan Drive	26800 Hogan Drive		Yes
Site G:	CPS Lake Calaveras	9599 Gardner Road	Yes	
Site H:	CPS Pearsall Road	5261 Old Pearsall Road		Yes
Site I:	Zarzamora	4531 South Zarzamora		Yes
Site J:	Austin Highway	1051-B Austin Highway		Yes
Site K:	CPS Helotes (Leslie Road)	11415 Leslie Road		Yes

Site L:	CPS Texas Research	1331 Zeta Drive		Yes
Site M:	San Geronimo	18958 Bandera Road		Yes
Site N:	Hallmark	23002 Hallmark Path		Yes
Site O:	Judson Road	17474 Judson Road		Yes
Site P:	Mark Wayne	27219 Mark Wayne Road		Yes
Site Q:	Cagnon	2200 Grosenbacher	Yes	Yes
Site R:	Hy Lions	150 Arrid Drive		Yes

4. ADD: Section 004-Specifications / Scope of Services, 4.27 One-Time Clean Up has been added as follows:

“Respondents may propose a One-Time Clean Up fee in Attachment B – Price Schedule V2, column D, where allowable for the specific sites identified in Section 4.3. Work Locations. If applicable, this fee shall reflect Respondent’s all-inclusive fee to bring the site up to standards and to put the tower site in a manageable condition so that Respondent may effectively provide periodic groundskeeping to control vegetative growth within and around the tower site for the duration of the contract in accordance with the requirements of this RFCSP. Respondent shall include a proposed One-Time Clean Up schedule along with its Maintenance Schedule which is due 7 days after contract award.”

5. ADD: Exhibit 6, Second Site Visit Schedule, has been added and reads as follows:

“EXHIBIT 6 - TOWER SITE VISIT SCHEDULE

Site Visits will be held at Radio Services, 2712 Flight Nurse beginning promptly at 8:00 A.M. Central Time and ending at 5:00 P.M. Central Time. All interested Respondents will meet at 8:00 A.M. Central Time for further instructions.”

ITEM	DATE	SITE ADDRESS
DAY 1:		
1.	January 19, 2023	San Geronimo at 18958 Bandera Road
2.	January 19, 2023	SAWS Ranch Town at 17722 West Apache Bluff
3.	January 19, 2023	CPS Helotes (Leslie Road) at 11415 Leslie Road
4.	January 19, 2023	SAWS Cross Mountain at 8719 San Fidel Way
5.	January 19, 2023	SAWS Windwood at 28508 Waterview Drive
6.	January 19, 2023	Hogan Drive at 26800 Hogan Drive
7.	January 19, 2023	Mark Wayne Road at 27219 Mark Wayne Road
8.	January 19, 2023	CPS Stonegate at 25529 US 281
9.	January 19, 2023	Judson Road at 17474 Judson Road

10.	January 19, 2023	Austin Highway at 1051-B Austin Highway
11.	January 19, 2023	SAWS Medical Center at 8311 Fredericksburg Road
DAY 2:		
12.	January 20, 2023	Hi Lyons at 150 Arrid Drive
13.	January 20, 2023	CPS Lake Calaveras at 9599 Gardner Road
14.	January 20, 2023	Hallmark at 23002 Hallmark Path
15.	January 20, 2023	Zarzamora at 4531 South Zarzamora
16.	January 20, 2023	CPS Pearsall Road at 5261 Old Pearsall
17.	January 20, 2023	Cagnon Road at 2200 Grosenbacher
18.	January 20, 2023	CPS Texas Research (Zeta Drive) at 1331 Zeta Drive

6. **ADD:** Pre-Submittal Sign-In Sheet dated December 15, 2022, has been added, this document will be posted as a separate document.
7. **ADD:** Second Pre-Submittal Sign-In Sheet dated January 04, 2023, has been added, this document will be posted as a separate document.
8. **MODIFY:** Attachment B Price Schedule V2 has been revised to allow respondents to enter Unit cost in Column C and a One-Time Clean Up Cost in Column D (Column D is Not included in Estimated Annual Cost, Column M).

QUESTIONS SUBMITTED IN ACCORDANCE WITH PRE-SUBMITTAL CONFERENCE AND SECTION 003, RESTRICTIONS ON COMMUNICATION:

On Wednesday, January 4, 2023, the City of San Antonio hosted a Second Pre-Submittal Conference to provide information and clarification for the Landscaping Services for Radio Tower Sites Request for Competitive Sealed Proposal. Below is a list of questions that were asked at the second pre-submittal conference and in accordance with Section 003 – Instructions for Respondents, Part A, Restrictions on Communication. The City's official response to questions asked is as follows:

Question 1: Are there SBEDA points awarded for attending the Pre-Submittal Conference?

Response: The 5 points apply only if a Waiver is submitted, and that waiver is subject to review. A waiver request form should be submitted if a good-faith effort to achieve the specified subcontracting goal(s) has been made but they are still uncertain as to whether their firm will be able to attain the goals. Submitting a waiver request does not guarantee responsiveness as they are subject to review and must receive a score of 70 or greater to be approved. The Waiver Request Form should be returned with their utilization plan at the time of bid, exceptions cannot be made. The criterion for waivers is strict, so the firm should review the document carefully and they should address every line. Special attention should be paid to the portion where respondents are required to reach out to a specified number of potential subcontractors per goal category and scope of work. The 5 points will be awarded for attending the pre-submittal conference. Please note, these points are not SBEDA Evaluation Points, rather these points are our own internal waiver evaluation points. Short answer, the respondent will receive those points towards their waiver submission, not to the overall evaluation of the project.

Questions 2: Would it be possible to add another site visit for this project?

Response: Yes, please refer to Item # 5 above.

Jennifer Johnson

Jennifer Johnson

Procurement Administrator

Finance Department – Purchasing Division

JJ/mc

*******THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE PROPOSAL *******

Vendor Acknowledgement

Date: _____

Company Name: _____

Address: _____

City/State/Zip Code: _____

Name & Business Title: _____

Signature: _____