



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

**REQUEST FOR COMPETITIVE SEALED PROPOSALS ("RFCSP")  
NO.: 6100018408; 24-163**

**EMERGENCY CATERING SERVICES**

**Date Issued: August 26, 2024**

**PROPOSALS MUST BE RECEIVED NO LATER THAN:  
11:00 a.m., CENTRAL TIME, September 17, 2024**

Proposals must be submitted by the following means:

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

**Proposal Due Date: 11:00 a.m. Central Time, September 17, 2024**

**RFCSP No.: 6100018408; 24-163**

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: No DBE / ACDBE Requirements: None

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

Pre-Submittal Conference \* YES

\*If YES, the Pre-Submittal Conference will be held at 10:00 a.m., Central Time, on August 30, 2024, via WebEx.

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

**Dial-In Number:** 1-415-655-0001 | **Access Code:** 2631 582 6553 | **Meeting Password:** COSA24

**Join from the meeting link:**

<https://sanantonio.webex.com/sanantonio/j.php?MTID=m668c209a551b0ae227478512af0e5f07>

Staff Contact Person: VICTOR R. COSTILLA, PROCUREMENT SPECIALIST III, 210-207-8228, VICTOR.COSTILLA@SANANTONIO.GOV.

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## **RESTRICTIONS ON COMMUNICATIONS**

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

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

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

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

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## 003 - INSTRUCTIONS FOR RESPONDENTS

### PART A

Submission of Proposals. Respondents must submit proposals electronically.

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

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

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

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

#### Forms Requiring Signatures.

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

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

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

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

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

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

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

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

Respondents shall be responsible for providing one (1) copy of the manufacturer's catalog for each manufacturer for which a proposal is submitted. Respondent shall provide said catalog at the time of submission of its proposal. Manufacturers' catalogs may be submitted in any of the following formats: paper copy, flash drive, or CD ROM. Catalogs shall be mailed to the Finance Department, Procurement Division, P.O. Box 839966, San Antonio, TX 78283-3966 prior to bid opening. Bidder shall submit a PDF file for proposals submitted electronically.

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

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

#### Restrictions on Communication.

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

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

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

Exceptions to the restrictions on communication with City employees include:

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

Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page until **4:00 p.m., Central Time, on September 4, 2024**. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail.

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

conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

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

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

#### Pre-Submittal Conference.

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

Call the Staff Contact Person for information to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48-hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

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

#### Changes to RFCSP.

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

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

#### Preparation of Proposals.

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

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

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

Line Item Proposals. Any proposal that is considered for award by each unit or line item must include a price for each unit or line item for which Respondent wishes to be considered. Scoring of pricing for proposals is on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an “all or none” proposal in the Supplemental Terms & Conditions.

All or None Bid. Any proposal that is considered for award on an “all or none” basis must include a price for all units or line items. In an “All or None” bid, a unit price left blank shall result in the proposal being deemed nonresponsive and disqualified from consideration. An “All or None” bid is one in which City will award the entire contract to one (1) respondent only. City reserves the right to delete line items prior to award.

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

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

#### Description of Supplies.

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

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

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

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

#### Estimated Quantities for Annual Contracts.

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

#### Respondent’s Due Diligence.

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

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

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

#### Interlocal Participation.

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

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

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

#### Rejection of Proposals.

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



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

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

The proposal is conditional; or

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

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

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

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

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

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

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

#### Evaluation and Award of Contract.

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

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

A written award of acceptance (manifested by a City Ordinance) and Purchase Order furnished to Respondent results in a binding contract without further action by either party. City shall not be liable for any costs, claims, fees, expenses, damages, or lost profits if no Purchase Order is issued. City reserves the right to utilize historical usage data as a basis for evaluation of proposals when future usages are unable to be determined.

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

### Inspection of Facilities/Equipment.

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

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

### Prompt Payment Discount.

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

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

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

### Prohibited Financial Interest.

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

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

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

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

State of Texas Conflict of Interest.

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

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

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

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

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

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

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

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

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

## **PART B**

### **SUBMISSION REQUIREMENTS**

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

**Respondent shall limit information regarding the Respondent's proposed price or revenue to the respective section designated for this information. PLACING PRICE/REVENUE INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFCSP MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

## TABLE OF CONTENTS

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

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

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES (FORM 1295).

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

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

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

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

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

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

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

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

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

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

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

**PROOF OF INSURABILITY.** Submit a letter from insurance provider stating provider’s commitment to ensure 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 another credit report, on Respondent and its partners, affiliates, and subtenants, if any.

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

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

**ADDENDA.** Sign and submit addenda, if any.

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

## **EVALUATION CRITERIA**

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

final offers from respondents deemed reasonably qualified for award. Final approval of a selected respondent is subject to the action of the San Antonio City Council.

Evaluation Criteria:

Experience, Background and Qualifications (40 points)

Proposed Plan (40 points)

Price (20 points)

## **004 - SPECIFICATIONS / SCOPE OF SERVICES**

### **BACKGROUND**

The City of San Antonio (City) is soliciting proposals for the Fire Department, Emergency Operations Management Division, to provide a qualified contractor(s) for catering service capable of providing nutritious meals to City of San Antonio employees and emergency workers after an emergency, a disaster, or in support of an activation of the City's Emergency Operations Center (EOC), including other non-specified support sites. Although the primary intent of this solicitation is for catering services after a hurricane, catering services may be required during other disasters, such as brush fires, flooding, tornadoes or other long term emergency events.

Once proposals submitted for this contract have been reviewed and evaluated, the highest ranked firm will be recommended to City Council for contract award. The awarding ordinance will also contain the estimated funds to be expended over the term of the contract "Authorized Expenditure". The City will not guarantee that the Authorized Expenditure will be spent under the contract.

### **SCOPE OF SERVICES**

Catering services shall take place at the Emergency Operations Center located at 8130 Inner Circle Drive, San Antonio, TX 78235 or at other support sites within the city limits, as directed by EOC director or designee. Contractor shall have access to a break room located within the EOC. Contractor shall have a fully equipped mobile kitchen from which to provide catering services or may utilize ice and steam tables. For events at non-specified support sites, Contractor may utilize tent(s) and tables with ice and steam tables in lieu of a mobile kitchen. For the purposes of this solicitation, "Event" shall mean the period of time during a natural disaster or other emergency situation and a period thereafter during which catering services are needed.

### **Eligibility Requirements**

It is preferred that Respondents have been engaged in providing catering services for a minimum of three (3) years, within the last five (5) years. Respondent should submit proof of this experience with their proposal.

Respondents must have a dedicated phone and fax line as well as online capabilities to receive requests for emergency services.

Respondents must have 24-hour monitored telephone number to enable the San Antonio Fire Department (SAFD) the capability to contact and arrange for catering regardless of the time of day.

### **PRICING**

Price per meal shall include the cost of the food, the actual labor costs, and total cost of doing business, including, but not limited to, the following:

- Set-up and tear-down costs,
- Profit,
- Travel time,
- Service charges,



- Gratuity,
- Delivery,
- Potable water,
- Lodging,
- Fuel cost (propane, gas, electric, etc.),
- Generators,
- Food products and transportation,
- All necessary catering and miscellaneous equipment,
- Refrigeration equipment,
- Serving items (plates, cups, eating and serving utensils, to go boxes, etc.),
- Tools and/or any other supplies needed to comply with the contract.

## **RESPONSE TIME AND SERVICES**

The City of San Antonio expects Contractor to give “priority” service to any call for services by the City. Due to the nature of this contract all notices given to the Contractor to activate services are considered an “emergency” and must be answered within one (1) hour of receiving the call. Sack meals must be provided within six (6) hours of notice, hot and cold meals must be provided within 24 hours. Catering services shall continue for the duration of the event or until notice is received from City to end services. Should the requirement abruptly change, the City will notify the caterer to cancel the services no later than six (6) hours prior to their anticipated arrival.

## **MEAL SERVICE REQUIREMENTS**

The City of San Antonio expects the supplier to give “priority” to emergency catering services. Supplier must provide meal service 24 hours a day, seven (7) days a week, including holidays, for the duration of the Event. Mobile catering services shall be provided as follows, unless written permission for variations is received from the City of San Antonio, Emergency Operations Center Director, or designee.

For the purpose of this RFCSP mobile catering services shall be as follows:

Breakfast service hours will be from 7:00 a.m. to 9:00 a.m. daily, Lunch service hours will be from 12:00 p.m. to 2:00 p.m. daily, and Dinner service hours will be from 6:00 p.m. to 8:00 p.m. daily.

### **Contractor’s Responsibilities:**

The Contractor shall prepare an adequate quantity of food to serve four (4) meals per day (plus two daily snacks) for the Event period. The City anticipates up to 500 meals per day. Meals to be served include breakfast, lunch, and dinner served as buffets and midnight meals served as sack meals. Sack meals shall be cold entrées such as a sandwich and accompaniments.

Sack meals shall be prepared no more than two (2) hours prior to serving.

Contractor shall provide the following beverages at each meal. Beverages shall include 12 oz. cans of soft drinks – regular and diet (name brand only), coffee, iced tea, and bottled water.

Milk and juices shall be served during breakfast only.

The Contractor shall be capable of mobilizing to the designated servicing sites and shall be operational within 24 hours' notice.

The Contractor's equipment shall be self-sufficient with a backup generator providing power. Contractor shall be responsible for providing its own fuel source, as required, to run its generators.

The Contractor must understand that normal food suppliers in the area may be closed, without power or unavailable for re-supply purposes. The Contractor must ensure arrangements for restocking from outside the immediate area are available.

The Contractor shall provide an adequate number of employees to operate the site to run their catering operation, with the exception of table washers. The City will provide employees to clean the tables during and after meals.

The Contractor shall comply with health rules and regulations as well as City, State and Federal Fire regulations. Contractor must provide appropriate hand washing facilities for use by the Contractor's employees and SAFD personnel.

The Contractor shall maintain a valid Health Department Certificate.

Any disposal of waste material and garbage generated from catering services shall not be disposed of in any City owned or leased containers. Contractor shall provide containers for disposal of the waste and shall be responsible for removal and final disposal of said containers.

The Contractor shall prepare food and food products offsite and store at recommended temperatures. Contractor shall report any and all malfunctions or damages to City property immediately.

Furnish all items required for service, including, but not limited to, dishes, glassware, utensils, serving spoons, food tables, chafing dishes, beverage urns, hot/cold cups, napkins and ice when needed.

Provide serving containers to keep meals warm or cold as necessary to meet health standard and food palatability.

Contractor shall set-up and be ready for service at least 30 minutes prior to mealtime.

Contractor shall remove catering items including but not limited to, dishes, glassware, utensils, serving spoons, food tables, chafing dishes, within two (2) hours of meal end time.

All staff must be uniformed and appropriately attired, as determined solely by City. Serving staff shall wear hairnets or other acceptable hair restraints per health code requirements and plastic gloves when serving foods.

Contractor's personnel are expected to perform in a professional manner, be courteous and cooperative, and have a positive, helpful attitude at all times. Some specific Contractor responsibilities are listed below:

Ensure that employees are neat and clean in fact, as well as in appearance. All employees shall wear ID tags that clearly show the employee's name and identifies the catering service Contractor's company. All food service employees shall at all times wear hair restraints (hair nets or caps or other restraint). Long hair hanging without some type of restraint is not

acceptable. At all times, Contractor's employees shall wear aprons and other apparel required by the FDA Food Code. Single-use, food-grade gloves shall be worn when serving meals.

Contractor shall ensure that employees cooking or handling food are free of communicable diseases. The Contractor shall train employees in the importance of hand washing as a means of preventing the spread of food borne illnesses.

Violation of any one or a combination of the above requirements may result in suspension, non-renewal and/or partial or complete termination of the contract.

### **City's Responsibilities**

Provide an estimated count of all meals to be provided at a predetermined site within 12 hours prior to food service time. While every attempt will be made to adhere to this schedule, it may be necessary to order additional meals with very little notice, due to the sporadic nature of emergency incidents.

The count shall be conveyed to the Contractor by the City's "Food Unit Leader" (FUL). For auditing purposes, the Contractor shall count the number of meals served and provide this number to the FUL no later than two (2) hours after the meal is completed. The number of meals counted shall be recorded and reconciled between the FUL and the Contractor at the end of each meal. Discrepancies of more than 10% are not allowed. Any other methodology such as formulas, percentages, and Incident Resource Locator Cars are inappropriate ways to determine meal counts and will not be used.

Provide a written 24-hour notice to caterer to shut down operations for a particular Event.

### **Meals**

Menus: Contractor shall not make changes or substitution to menu on which the pricing is based without prior written approval from the City.

Food Preparation: Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery. No food should contain monosodium glutamate (MSG). All refrigerated foods shall be held and delivered between 33 degrees and 41 degrees Fahrenheit. All hot foods must be held and delivered at or above 140 degrees Fahrenheit.

Nutrition: All meats and poultry shall be USDA approved. Meats shall be graded prime and poultry graded A quality. All other meats shall be of the highest USDA approved quality. Luncheon meats shall be USDA Choice, all natural with no byproducts, no trans-fats, no MSG and low sodium.

Accompaniments/Condiments shall be included in the total cost per person price. Salt, pepper, regular sugar, sugar substitute, mustard, ketchup and mayonnaise shall be provided in individual sealed packets. At least three (3) choices of salad dressings shall be made available.

Packaging for sack meals shall be suitable for maintaining meals in accordance with local health standards. Container and overlay must have an airtight closure, be of non-toxic material and made of either paper or polystyrene foam. Any foam containers or cups shall be manufactured from FDA sanctioned hydro-chlorofluorocarbons (HCFC) blowing agents. Absolutely NO Styrofoam products shall be accepted.

Pricing: All pricing must include delivery and be quoted F. O. B. Destination. The Contractor shall not be paid for unauthorized menu changes, incomplete meals or meals not delivered within the specified delivery time or location.

### **Meal Requirements**

The Contractor shall provide appetizing, well balanced, hot and special meals, sack meals, hot and cold meals. All meals shall be served and consumed at the Emergency Operations Center, 8130 Inner Circle, San Antonio, TX 78235 dining area except for other support sites within the city limits designated by City, which will be delivered to the FUL at a specified time and place.

All self-service bars shall be monitored and maintained. The Contractor shall have at least one (1) employee trained in safe food handling procedures who is assigned to monitor and maintain the service and meal serving areas for the duration of the meal period. An adequate number of serving tongs and utensils shall be provided. The Contractor shall have the capability to feed and shall feed personnel when requested by the FUL at times other than those established for regular meals.

Minimum quantities, variety and quality standards for standard menu meals are specified. The intent is for the Contractor to provide high quality meals while providing for variety. Additionally, provisions must be made for special meals to accommodate personal needs, which vary from the standard menu. Special meals shall have the same quality, food value and equivalent quantity as the standard menu meals. The FUL is responsible for notifying the Contractor of the number of standard and special meals required and the issuing procedure for special meals.

Weekly (7 days) menus shall be submitted within 24 hours of arrival at an Event by the Contractor and approved in advance by the FUL. Subsequent menus shall be submitted two (2) days prior to the current weekly menu expiring, for the duration of the incident. Contractor shall ensure the proposed menu includes the variety and content in accordance with the contract specifications.

Contractor shall post daily menus with portion sizes at the dining area. Second helpings at breakfast, lunch or snacks shall not be considered an additional meal. Second helpings at the dinner meal will not be considered an additional meal unless the second helping is of a meat item.

### **Standard Menu Requirements**

Standard menu items and minimum quantities to be available per person are listed below for each type of meal, i.e., hot breakfasts, hot meals, sack meals, hot dinners, hot and cold meals and box breakfasts. The food shall meet or exceed the quality and quantity standards cited herein and shall be selected and cooked to minimize health hazards. The quality of food products shall meet or exceed the quality standards.

#### **COLD BREAKFAST**

Fresh Fruit or Canned Fruit (no apples or oranges).

Varieties of flaked, toasted, or baked cold cereals and granola.

Milk - 1 pint.

Chilled 100% Fruit Juice – 5.5 oz. (minimum).

Bread and Equivalent Starches – prepackaged breakfast bars, instant hot cereal biscuits, muffins, rolls, croissants, bagels and or donuts.

### **COLD BREAKFAST CONDIMENTS (individually packaged)**

Butter and margarine.

Cream cheese, jelly or jam, peanut butter.

Salt, Pepper, Sugar, Cream (or substitute).

Coffee, Tea and Hot Chocolate.

Coffee for hot breakfast meals shall be made available on the 24 hour service bar. Coffee for hot and cold can breakfasts shall be made available as approved by the FUL.

### **HOT BREAKFAST**

Eggs – 2 fresh eggs (3 when scrambled) or 6 oz. of liquid eggs. (Egg-substitute) Meat – 4 oz. (raw uncooked weight).

Bread or Hot cakes or French Toast or Waffles – or equivalent starch (equal to 3 [1-1.5 oz.] slices of bread).

Instant hot cereal.

Potatoes – 6 oz. or equivalent starch.

Milk – 1 pint.

Fresh Fruit or Canned Fruit (no apples or oranges) Chilled 100%.

Fruit Juice – 5.5 oz. (minimum).

### **HOT BREAKFAST CONDIMENTS (individually packaged)**

Butter and margarine.

Instant hot cereal.

Jelly or jam.

Peanut butter.

Salsa, Salt, Pepper, Sugar, Cream (or substitute).

Coffee, Tea and Hot Chocolate.

Coffee for hot breakfast meals shall be made available on the 24 hour service bar. Coffee for hot and cold can breakfasts shall be made available as approved by the FUL.

## **SACK MEALS**

Regular and vegetarian sack meals shall be provided as ordered by the FUL. Vegetarian sack meals shall at a minimum be prepared for the Ovo-Lacto vegetarian classification level and shall consist of the same quantities and items as regular sack meals with the exception that no meat, fish or poultry shall be included. Non-meat protein substitutes shall be used in vegetarian meals in lieu of meat, fish or poultry.

Definition: Ovo-Lacto Vegetarian - This is the most common form of vegetarianism. Ovo-Lacto vegetarians do not eat meat or flesh of any kind but do eat eggs and dairy products. Subcategories are Ovo vegetarians that eat eggs but not dairy products, while Lacto vegetarians eat dairy products but not eggs.

Sack Meals shall consist of the following items at a minimum:

**ENTREE 1** - One (1) Meat Sandwich (or Sandwich with Non-meat Substitute for Vegetarian).

The meat sandwich shall be wrapped in plastic wrap or plastic bags. The meat sandwich shall contain two (2) 1-1.5 oz. slices of bread. The meat sandwich shall contain a minimum of 3.5 oz. sliced whole muscle meat or a combination of sliced whole muscle meat and cheese. No ground meat, such as meatloaf or ground beef patties, is allowed. Vegetarian sandwiches made with non-meat substitutes may include pre-prepared soy products. Condiments shall be individual packets and not put directly on the bread.

**ENTREE 2** - Variety Item Contractors may choose a variety of items for the second entree. However, the second Entree shall contain a minimum of starch (2-3 oz.) plus a minimum protein of (3.5 oz.) in the quantity equal to Entree 1. All hand-made second entree items, such as "wraps" or pocket sandwiches, shall be wrapped in plastic wrap or plastic bags (like the meat sandwiches in Entree 1).

The FUL may approve the following: For variety on an occasional basis, one (1) super-sized hoagie or submarine (salami or bologna may be used) having a minimum combination of meat and/or cheese weighing 7 oz. used in place of Entree 1 and 2 or two (2) sandwiches as defined for Entree 1 may be used. (Non- meat substitutes shall replace the meat in a vegetarian hoagie or submarine sandwich.)

## **FRUIT**

The fruit shall be one (1) apple (minimum size 100 count) or one (1) sweet orange (minimum size 88 count), or other fresh fruit of comparable size. For variety, 2 oz. of factory-wrapped dried apricots, cherries, dates, mango, pineapple, pears, banana chips, peaches, prunes, raisins or other dried fruit should be substituted for fresh fruit a minimum of once every three (3) days but not on a daily basis.

## **FACTORY-WRAPPED COOKIES**

A minimum of 1.65 oz. of pre-wrapped cookie(s), brownie(s), or granola (or similar) bar(s). For variety a different product should be used every other day.

## **FRUIT JUICE**

Two (2) individually canned (no glass) 100% pasteurized fruit juices with "pop-top" cans (minimum total of 11 oz.) or non-crushable paper-type containers.

## **FACTORY-WRAPPED SNACK**

Snacks shall consist of one (1) or a combination of the following: a minimum of 1.65 oz. of factory-wrapped candy bar(s) or bagged candy and/or trail mix, fresh vegetables, pretzels, jerky, shelled nuts or dried/cured meats and cheeses. Any meat product shall be fully cooked or cured –commercially available and factory wrapped/pre-packaged. Meats shall not be canned. Factory packaged meats such as dried meats, sausage, pepperoni, jerky, etc., are acceptable. Processed cheese and cheese food products are allowed for this item only. The City retains its full right to reject any product offered under this paragraph if the quality of the product is believed to be below retail standards. For variety, a different product shall be used every other day. Exception: Fresh vegetables may be packaged on site for use at that Event.

## **CONDIMENTS**

A minimum of four (4) individual factory-wrapped packets of condiments, appropriate for the entrees being served.

PAPER NAPKIN AND PRE-MOISTENED TOWELETTE – Two (2) each.

CHEWING GUM OR MINT – One (1) stick chewing gum or plastic wrapped hard mint.

## **TWENTY-FOUR HOUR SERVICE BAR**

The following items will be available in a service bar 24 hours per day at the dining areas with the exception of cold cereal and milk, which shall be available between 6:00 a.m. and 12:00 noon. These items are considered to be included in the daily meal prices. The Contractor has the option of providing additional items on the 24-hour service bar, however these items shall not be priced separately.

Hot Regular Brewed Coffee (regular and decaffeinated). Flavored coffee may be served in addition to regular coffee at the Contractor's option. A high-quality ground or liquid concentrate shall be available. FUL may purchase coffee in large quantities other than a cup, i.e., by the gallon.

**Available During Hot Meals.** Fresh brewed coffee shall be made available from high quality, ground beans: Columbia or better. Coffee made from beans must be either cooked inside an enclosed structure, or in an enclosed system, that does not lend itself (by nature or design) to any significant amount of contamination from dirt or insects. For the purposes of this specification, enclosed is defined as closed during brewing. There may be a removable lid to add water.

Hot Water.

Hot Chocolate.

Tea Bags (regular and decaffeinated).

Iced Tea (regular and decaffeinated).

Flavored tea may be served in addition to regular tea at the Contractor's option.

Cold Cereal Milk. At least two (2) types, Whole, 2%, Skim or Chocolate.

## **MENU VARIETY**

Contractor's Weekly Menus shall be submitted for approval by the FUL in advance. Menu items shall provide variety on a daily basis as to the types of meat and breads used in sandwiches, other sack meal entrees, juices and other meal items served. Menus may include a wide variety of recipes. Pre-prepared tray lines after the fourth meal must be approved by the FUL and shall be approved on a limited basis only. If meat is an ingredient of a pre-prepared tray line, the meat portions per meal must meet the minimum meat quantity standard defined in this scope. An additional meat or non-meat protein dish may be necessary to attain the total minimum meat quantity. Entrees such as stew, lasagna, spaghetti, linguine, chili, chicken chop suey or casseroles may be used as approved by the FUL. The following are examples of variety options.

### **Meat**

#### **Beef**

- Steaks- Rib, Loin, T-Bone, New York, Sirloin, Cubed, Filet, Pepper Steak
- Roast- Prime Rib, Sliced Roast
- Short Ribs- Baked, Broiled and Barbecued
- Ground Beef- Lasagna, Meatloaf, Meatballs in Spaghetti Sauce, Ground Beef Patties  
Pork
- Chops- Loin Cut, Spare-Ribs, Country Style Ribs, Barbequed Ribs, Roast-Sliced and  
Tenderloin
- Ham- Sliced

#### **Poultry**

- Sliced
- Whole Pieces or Parts (Such as Breast, Thigh Or Leg)
- Stew Meat
- Strips
- Baked or Grilled Cornish Game Hens

#### **Fish**

- Grilled, Baked Fillets or Steaks

#### **Processed Meat Items**

- Pastrami, Polish/Italian Sausage, Corned Beef

#### **Breakfast Meats**

- Ham, Bacon, Sausage, Steak, Pork Chops

#### **Eggs**



- Fried, Hard-Boiled, Poached, Omelets or Scrambled

### **Bread and Equivalent Starches**

- Wheat, White, 7-Grain, Rye, Oatmeal, Pumpnickel, French, Garlic, Biscuits, Muffins, Rolls, Croissants, Bagels, Cornbread, Donuts, Sourdough, Tortilla and Pita Pocket
- Dry Cereal
- Varieties Of Flaked, Toasted, or Baked Cold Cereals and Granola

### **Hot Cereal**

- Cream Of Wheat, Oatmeal and Grits, Etc.

### **Vegetables**

- Broccoli, Cauliflower, Asparagus, Corn, Peas, Green Beans, Mixed Vegetables, Etc.
- Potatoes and Equivalent Starches
- Baked, Mashed, Fried, Boiled, Scalloped, Rice, Stuffing, Pasta, Beans, Sweet Potatoes, Grits or Yams

### **Juice**

- Orange, Tomato, Grape, V8 ® Type, Apple, Cranberry, Pineapple or 100% Juice Blends

### **Sandwich Meat and/or Cheese**

- Ham, Corned Beef, Roast Beef, Turkey (Regular or Smoked), Pork, Beef Pastrami, Cheddar, Swiss or Smoked Cheese.

### **Salad Bar**

- Salad Toppings
- Kidney, Garbanzo or Pinto Beans, Carrots, Mushrooms, Celery, Cauliflower, Green/Red Bell Peppers, Broccoli, Cheese, Cottage Cheese, Beets, Olives, Peas, Tomatoes, Eggs, Cucumbers, Pickles or Other Fresh Pickled or Marinated Vegetables
- Prepared Salads
- Macaroni, Carrot and Raisin, Potato, Pea, Gelatin, Coleslaw, Fruit, Rice or Pasta Salads
- Tossed Salad Greens
- Romaine, Endive, Green or Red Leaf, Iceberg, Butter or Cabbage

### **Fruit**

- Melons, Peaches, Grapes, Bananas, Strawberries, Pears, Applesauce or Seasonal Fruit

- Navel Oranges, Tangerines, Apples, Bananas, Grapes, Pears, Peaches, Plums, Nectarines, Grapefruit or Melons

### **Salad Dressings**

- Regular And Low/Non-Fat French, Ranch, Italian, Vinaigrette, Thousand Island, Blue Cheese, Etc.
- Salad Condiments
- Croutons, Wheat Nuts, Sunflower Seeds, Crackers and Taco Chips, Carrot and Celery Sticks, Bread Sticks, Olives, Hot Peppers, Salsa, Pudding, Etc.

### **Dessert**

- Cakes, Cookies, Pies, Cobblers, Puddings, Pastries or Ice Cream

### **Oils**

- Solids And Liquids

### **Non-Meat Protein**

- Barbecue Beans, Vegetarian Patty, Vegetarian Hot Dog, Tofu, Beans, Soybean Products, Quiche, Deviled or Hard-Boiled Eggs, Bean Burritos, Peanut Butter, Cheese, Tempeh, Quinoa, Hummus or Equivalent Dishes Made with A High Content of Non-Meat Protein

### **Tea**

- Black, Herbal, Green and Spiced

## **COOKING REQUIREMENTS**

All foods shall be cooked in such a way as to minimize health hazards in accordance with the requirements below and the current FDA Food Code issued by the U.S. Department of Health and Human Services, U.S. Public Health service, Food and Drug Administration.

Ground Meat, and Fresh, Fresh Frozen, Pre-Cooked, and Non-Cured Pork and Fresh, Fresh Frozen, or Pre-Cooked Poultry - All ground meat, fresh, fresh frozen, pre-cooked, and non-cured pork, and fresh, fresh frozen, and pre-cooked poultry shall be cooked well done to the minimum internal temperature defined in the current FDA Food Code or higher with temperature tested in the product's thickest part.

Non-Ground Beef - Roast beef for sandwiches shall be well done and not appear to have a "green sheen". Cubed steak shall be well done. Other beef (such as beef roast or steaks) may be medium rare to well done, as approved by the FUL.

Fresh Eggs - Fresh eggs cooked to order shall be cooked to the minimum internal temperature defined in the current FDA Food Code or higher and temperature tested in their thickest part. Boiled eggs shall be well done. Well-done is hereby defined as the egg yolk and white shall be thoroughly cooked, with no part of the egg appearing partially cooked.

## **SERVING CONTAINER REQUIREMENTS**

Milk - Shall be available in individual cartons, approved milk dispensers or must be served from cartons or jugs.

Juice - Shall be available in either individual pop-top cans, non-crushable paper/foil-type containers, approved dispensers or must be served from cartons or jugs.

Desserts - Shall be either served at the serving line, or in individually wrapped dishes or covered for protection from contamination if served at a dessert bar.

Salad Dressing and Condiments - Shall be available in individual packets, approved dispensers or original bottles with the exception of salsa and hot peppers.

Bread - Shall either be served at the serving window or at the salad bar with tongs required for serving.

Cold Cereal - Cold cereal shall be available in individual boxes or in approved bulk dispensers.

## **QUALITY STANDARDS**

USDA Institutional Meat Purchase Specifications (IMPS) are specified for some items below to clarify required quality standards. Copies of IMPS may be obtained from the USDA, AMS, Livestock and Seed Division, Standardization and Review Branch, Rm 2628 South Building, P.O. Box 96456, Washington, DC 20090-6456.

The following minimum quality standards and meal periods for serving (in addition to any applicable IMPS) shall be met:

- Meat, Poultry, and Fish

Beef - Fresh or fresh frozen whole/full muscle USDA inspected, USDA Choice or better with 1/4-inch trim, (lower grades of beef, including "no roll/select", are not acceptable), meeting IMPS Series 100. No pump or ingredient injections are allowed in raw products meeting IMPS Series 100. No more than 15% pump in all USDA Choice precooked and/or further processed beef items. Pre-cooked meats should meet IMPS Series 600.

Sausage products shall meet IMPS Series 800.

The term "whole muscle" in this section shall mean whole muscle or sliced from whole muscle. All beef (with the exception of ground beef) shall be USDA Choice. No soy additives shall be included in beef products.

Ground Beef - USDA inspected ground beef or ground beef patties meeting USDA ingredient and labeling requirements, not to exceed 20% fat, meeting IMPS Series 100, item number 136. Need not be USDA Choice.

Pork - USDA inspected, USDA Grades 1-4. Whole/full muscle pork items. Whole/full muscle cured ham and natural juices or cured ham with water added not to exceed 15% pump meeting IMPS Series 400 and 500 (ham and water product, ham with water and isolated soy protein added and turkey-ham is not allowed).

Bacon, smoked, skinless, meeting IMPS series 500.

Sausage products shall meet IMPS Series 800.

## **SACK MEALS**

Beef - USDA inspected, whole/full muscle, flats, top and bottom rounds and eye of the round (only cuts allowed). Need not be USDA Choice. Pre-cooked further processed beef, or cured beef such as corned beef or pastrami shall meet IMPS Series 600. No soy additives shall be included in beef products. (No more than 15% pump in all precooked, further processed, or cured beef items, with the exception of corned beef brisket, which shall not exceed 20% pump.)

## **SACK MEALS AND DINNERS**

Cornish Game Hens (Dinners) - Whole/full muscle, USDA inspected, need not be USDA Grade A.

Poultry (Sack Meals and Dinners) – Whole raw chicken shall be obtained from USDA inspected facilities and shall be USDA Grade “A” whole/full muscle. Cut raw chicken product shall be obtained from USDA inspected facilities and may be USDA Grade “A” or equivalent. Cooked product that does not have a USDA grade shall have been obtained from USDA inspected facilities and purchased from among the supplier’s top quality labels. Acknowledgement of a top-quality (Best Label) and equivalent product does not necessarily constitute acceptance as an end product if that product is otherwise objectionable in appearance, taste or quality. Processed or precooked turkey must have a maximum of three (3) lobes per product of breast meat only. No more than 15% pump in all processed or precooked poultry items. No chunked, chopped and/or formed meat allowed.

Fish (Dinners) - whole muscle steaks or fillets (no chunked, chopped, formed, or pressed fillets allowed). Dairy Products (Except Cheese, All Meals) - Pasteurized, USDA Grade A or better.

Cheese (All Meals) - Natural cheese. No imitation cheese, cheese product, cheese food or cheese spread allowed except in factory wrapped, commercially available products like burritos, Hot Pockets®, chimichangas, etc., needed for meals and cold can breakfasts. The Contractor shall use natural cheese if these items are made on-site.

Fresh Shelled Eggs (All Meals) - USDA inspected, USDA Grade A.

Frozen or Liquid Whole Egg (All Meals) - USDA inspected and pasteurized; need not be USDA Grade A.

Canned Vegetables (All Meals) - US No. 1 or better, or equivalent (Grade A), except for canned tomatoes which can be choice (Grade B).

Canned Fruits (All Meals) - Choice (Grade B).

Fresh Fruits and Vegetables (All Meals) - First Quality. When grading is available, fruit in the sack meals must be U.S. No. 1 or better. The Contractor shall provide documentation that validates that the quality of the product is equal to U.S. No. 1 or better. Containers, cases and crates shall be marked for grade. Marking of containers, cases or crates after delivery is unacceptable.

Frozen Fruits and Vegetables (All Meals) - Grade A.

Juice (Breakfast and Sack Meals) - 100% fruit juice, pasteurized. 100% vegetable juice/pasteurized.

Dry Cold Cereal (Breakfast).

Canned Goods and Prepared Items for Sack Lunch (Second Entree Only) - Top/first quality. Need not contain USDA Choice red meat or USDA Grade A poultry. All burritos or equivalent containing meat shall be USDA inspected.

Bread (All Meals) – 100% whole wheat, whole grain (cracked or with seeds and grains are acceptable) or enriched white. Diet or "balloon" bread is not allowed.

Coffee (All Meals).

Tea (All Meals) - High quality.

Oil (All Meals) - Pure vegetable oil and/or olive oil.

Prepared Salads (Dinner) - High quality.

Canned Tuna Fish - Dolphin-safe.

Beef Jerky- Sliced dried beef (no processed products).

### **SACK LUNCH SANDWICHES**

Prepared Off-Site - Fresh sandwiches prepared off site shall be approved by the FUL in advance. The sandwiches shall be packaged and dated when made. Pre-prepared Sack Lunch Sandwiches shall not be frozen. The sandwich packages and sack lunch bags shall be stamped or labeled as follows:

Each individually packaged sandwich shall clearly be stamped or labeled by the manufacturer with the date and time sandwiches were prepared as follows: "Prepared on (date and time, i.e., mm/dd, 00:00)."

### **PRE-PREPARED ITEMS**

Frozen pre-prepared items shall not be frozen longer than 45 days or the manufacturer's sell by or expiration date. Any non- frozen items containing a manufacturer's expiration date shall not be used after the expiration date. Pre-prepared Sack Lunch Sandwiches shall not be frozen.

## **005 - SUPPLEMENTAL TERMS & CONDITIONS**

### Original Contract Term:

This contract shall begin upon the effective date of the ordinance awarding the contract or October 1, 2024, whichever is later. This contract shall begin upon the date specified in the award letter, if it does not exceed \$50,000. The contract shall terminate on September 30, 2027.

### Renewals:

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

### Temporary Short-Term Extensions.

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

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

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

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

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

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

### Internal / External Catalog.

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

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

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

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

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

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

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

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

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

## Insurance

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

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

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

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

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

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

CONTRACTOR shall obtain and maintain in full force and effect for the duration of this Agreement, at CONTRACTOR's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. If the Respondent claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

<b><u>INSURANCE TYPE</u></b>	<b><u>LIMITS</u></b>
1. Workers' Compensation 2. Employers' Liability	<u>Statutory</u> \$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) Independent Contractors* e) Damage to property rented by you*	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella Liability Coverage.      *e. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.
*If Applicable	

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

If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. CONTRACTOR must comply



with such requests within ten (10) days by submitting the requested insurance documents to the CITY at the following address:

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

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

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

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

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

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

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

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

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

#### FEDERAL GRANT FUNDING PROVISIONS

2 CFR Part 200, entitled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Rules), Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Texas Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above and the Federal Emergency Management Agency's (FEMA's) Procurement Under Grants Conducted Under Exigent or Emergency Circumstances guidance are hereby incorporated by reference.

#### Clean Air Act & Federal Water Pollution Control Act Contract Clause

Clean Air Act & Federal Water Pollution Control Act - (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§1251-1387), as amended. Contractor agrees to report each violation to the City and understands that the City will, in turn, report each violation as required to the federal agency providing funds for this contract and the appropriate EPA Regional Office. (2) Contractor agrees to include these requirements in each subcontract to this contract exceeding \$150,000 financed in whole or in part with federal funds.

#### Suspension and Debarment Contract Clause

This contract is a covered transaction for purposes of 2 CFR Part 200. As such, the contractor is required to verify that neither the contractor, nor its principals, as defined at 2 CFR 180.995, are excluded or disqualified as defined at 2 CFR 180.940 and 2 CFR 180.935, respectively.

The contractor is required to comply with 2 CFR 200 and must include the requirement to comply with 2 CFR 200 in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, Contractor certifies that:

- Neither it nor its principals are presently debarred, suspended for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program;
- Contractor shall provide immediate written notice to City if, at any time during the term of this contract, including any renewals hereof, Contractor learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

The certification in this clause is a material representation of fact relied upon by City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 200 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### Certification Regarding Lobbying Contract Clause.

By submitting a bid, Bidder certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) Bidder shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### Procurement Of Recovered Materials Contract Clause

Contractor and its subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Termination. In the event of termination pursuant to Section 006 – General Terms & Conditions, Termination, City shall pay Vendor for conforming goods delivered and services provided prior to the date of termination, offset by any amounts due and owing from Vendor to City.

Venue. In addition to the provisions listed in Section 006 – General Terms & Conditions, Venue, unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between City and Vendor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction.

Additional Federal Emergency Management Agency (FEMA) Requirements. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires the following, which are hereby added as follows:

1. Access to Records. The following access to records requirements apply to this contract:

- a. Owner agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- b. Owner agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - c. Owner agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
  - d. In compliance with the Disaster Recovery Act of 2018, the City and the Owner acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
2. U.S. Department of Homeland Security (DHS) Seal, Logo, and Flags. Owner shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
3. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement. Owner will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
4. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Owner, or any other party pertaining to any matter resulting from this Agreement.
5. Program Fraud and False or Fraudulent Statements or Related Acts. City as a potential recipient of federal funds, must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. Owner acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

#### STATE GRANT FUNDING REQUIRED AUDITING PROVISION.

Contractor agrees: (1) the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under this contract; (2) acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds; and (3) under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

#### Incorporation of Attachments.

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

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

## 006 - GENERAL TERMS & CONDITIONS

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

### Delivery of Goods/Services.

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

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

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

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

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

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

**REJECTION OF DISCLAIMERS OF WARRANTIES & LIMITATIONS OF LIABILITY. ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND**

**SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.**

Invoicing and Payment.

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

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

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

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

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

Information Required on Invoice.

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

Payment by City.

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

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

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

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

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

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

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

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

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

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

#### Termination.

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



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

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

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

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

## **INDEMNIFICATION.**

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

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

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if

such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

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

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

#### Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

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

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

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

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

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

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

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

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

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

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with the City's Commercial Nondiscrimination Policy, as described under Section III.C.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. Vendor understands and agrees

that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

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

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

#### State Prohibitions on Contracts:

This section only applies to a contract that:

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

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

#### Prohibition on Contracts with Companies Boycotting Israel.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

harm to employees", including heat-related hazards that are likely to cause death or serious bodily harm.

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

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

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

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

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

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

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

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

Entire Agreement. This contract, including City's final electronically posted online version together with its authorizing ordinance and its price schedule(s), addendums, attachments, purchase orders, and exhibits, if any, and Respondent's proposal, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. City's solicitation documents shall control over Respondent's proposal in the event of a conflict. No other agreements, oral or

otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Change Order provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor. Any addendums issued to the final electronically posted online version of this solicitation shall control in the event of a conflict therewith. Addendums shall be interpreted in order of the date issued, with those issued most recently taking priority.**

## 007 - SIGNATURE PAGE

By submitting a proposal, Respondent represents that:

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

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

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

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

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

### Respondent Information

Please Print or Type

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

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

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

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

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

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

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

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

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

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



## 008 - STANDARD DEFINITIONS

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

All-or-None Proposal – a request for competitive sealed proposal in which the City will award the entire contract to one (1) respondent only.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 009 - ATTACHMENTS

### RFCSP ATTACHMENT A, PART ONE

#### GENERAL INFORMATION

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

Respondent Name: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_ Partnership

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

    Also, check one: \_\_\_ Domestic      \_\_\_ Foreign

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

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

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

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

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

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

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

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

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

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

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

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

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

List Related Companies:

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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### 11. Previous Contracts:

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

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

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

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

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

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

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## REFERENCES

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

**Reference No. 1:**

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

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

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

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

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

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

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

**Reference No. 2:**

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

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

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

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

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

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

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

**Reference No. 3:**

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

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

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

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

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

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

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

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

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

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

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe three (3) relevant projects of similar size and scope performed over the past five (5) years. Identify associated results or impacts of the project/work performed.
2. Indicate the number of years Respondent has been in the business of providing catering services, respectively. Indicate if this is the Respondent's primary line of business. If not, state the Respondent's primary line of business.
3. List all catering services that the Respondent has completed with similar size and scope in the last three (3) years.
4. Describe Respondent's specific experience with public entities clients, especially large municipalities or authorities. 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. Staffing Plan –
  - A. Methodology for standard staffing and staffing for emergency situations beyond normal operating hours.
  - B. Recognition programs for employees who make suggestions for the continuous improvement of product delivery and customer service.
  - C. Provide organizational chart listing key personnel who will be assigned and actively involved in the management and operation of the proposed concessions.



## **RFCSP ATTACHMENT A, PART THREE**

### **PROPOSED PLAN**

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

1. The City has implemented Ready to Work which is an education and job placement program. Respondents can learn more about this initiative at Ready to Work ([sanantonio.gov](http://sanantonio.gov)) whose goal is to connect residents to career opportunities. Describe how Respondent can leverage this initiative in their training and hiring practices.
2. Customer Service Plan –
  - A. Describe Respondent's customer service philosophy.
  - B. Methods to continuously monitor customer service, i.e., quality control, responsiveness, client feedback, etc.
  - C. Methods to be used to quickly and efficiently process the City's needs, including Respondent's ability to secure food items and supplies when supply chains are constrained or interrupted.
3. Food Preparation Space and Equipment –
  - A. Describe cleanliness standards and cleaning schedules, to include grease traps, garbage removal, pest control and jetting of lines.
  - B. Describe equipment Respondent's has to perform catering services, include equipment maintenance plan Describe food delivery methods of prep.
  - C. Describe mobile vending fully equipped mobile kitchen from which Respondent will use to provide catering services or ice and steam tables in lieu of mobile kitchen.
4. Menu Items –
  - A. Please provide a sample menu a typical service for Breakfast, Lunch, Snack and Dinner Meals.
  - B. Provide a sample menu of typical items offered on the 24 hour service bar.
5. Additional Information. Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

## RFCSP ATTACHMENT B PRICE SCHEDULE

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

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

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

<b>Meal Type</b>	<b>Estimated Annual Events</b>	<b>Initial Term Years 1, 2 &amp; 3 Price Per Meal/Person</b>	<b>Renewal Year 4 Price Per Meal/Person</b>	<b>Renewal Year 5 Price Per Meal/Person</b>
Cold Breakfast 50 people or less	3	\$		
Cold Breakfast for 51-200 people	3	\$		
Cold Breakfast for 201-499 people	3	\$		
Cold Breakfast for 500-750 people	3	\$		
Hot Breakfast for 50 people or less	3	\$		
Hot Breakfast for 51-200 people	3	\$		
Hot Breakfast for 201-499 people	3	\$		
Hot Breakfast for 500-750 people	3	\$		
Lunch for 50 people or less	3	\$		

Lunch for 51-200 people	3	\$		
Lunch for 201-499 people	3	\$		
Lunch for 500-750 people	3	\$		
Dinner for 50 people or less	3	\$		
Dinner for 51-200 people	3	\$		
Dinner for 201-499 people	3	\$		
Dinner for 500-750 people	3	\$		
Sack Meals for 50 people or less	3	\$		
Sack Meals for 51-200 people	3	\$		
Sack Meals for 201-499 people	3	\$		
Sack Meals for 500-750 people	3	\$		

## RFCSP 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 handwritten information:  
<https://www.sanantonio.gov/portals/0/files/clerk/ethics/ContractsDisclosure.pdf>
1. Download form and complete all fields. All fields must be completed prior to submitting the form.
  2. All Respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
    - a. names of the agency board members and executive committee members,
    - b. list of positions they hold as an individual or entity seeking action on any matter listed:
      - (1) The identity of any individual who would be a party to the transaction;
      - (2) The identity of any entity that would be a party to the transaction and the name of:
        - a. Any individual or entity that would be a subcontractor to the transaction;
        - b. Any individual or entity that is known to be a partner or a parent entity of any individual or entity who would be a party to the transaction, or any subsidiary entity that is anticipated to be involved in the execution of the transaction; and
        - c. The board members, executive committee members and officers of entities listed above; and
      - (3) The identity of any lobbyist, attorney or consultant employed for purposes relating to the transaction being sought by any individual or entity who would be a party to the transaction.
    - c. names and titles of officers of the organization.
  3. Click on the "Print" button and place the copy in your proposal response as indicated in the Proposal Checklist.

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

## RFCSP ATTACHMENT D

### LITIGATION DISCLOSURE FORM

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

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

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

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

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

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

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

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

## **RFCSP ATTACHMENT E**

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

(Posted as a separate document).

## RFCSP ATTACHMENT F

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

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

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

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

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

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

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

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

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

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

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

## RFCSP ATTACHMENT G

### PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
*General Information Form and three (3) reference Letters RFCSP Attachment A Part One	
Experience, Background and 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	
+Veteran-Owned Small Business Program Tracking Form RFCSP Attachment E	
+Certificate of Interested Parties (Form 1295) RFCSP Attachment F	
*Proof of Insurability Insurance Provider's Letter AND Copy of Current Certificate of Insurance	
Financial Information	
+*Signature Page RFCSP Section 007	
Proposal Checklist RFCSP Attachment G	
+ Signed Addenda, if applicable.	
One (1) <b>COMPLETE</b> electronic copy.	

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

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

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

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