



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

**REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")**  
**NO.: 6100017303; 23-130**

**ANNUAL CONTRACT FOR CUSTODIAL SERVICES – VARIOUS CITY FACILITIES**  
**Date Issued: AUGUST 18, 2023**

**PROPOSALS MUST BE RECEIVED NO LATER THAN:**  
**2:00 PM, CENTRAL TIME, SEPTEMBER 27, 2023**

Proposals may be submitted by the following means:  
Electronic submission through the portal.

**\*Response submissions will only be accepted electronically\***

Proposal Due Date: 2:00 p.m., Central Time, **September 27, 2023**

RFCSP No.: 6100017303; 23-130

Respondent's Name and Address

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: Yes      DBE / ACDBE Requirements: None

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

Pre-Submittal Conference \* YES

\*If YES, the Pre-submittal conference will be held on September 1, 2023 at 2:00 P.M. via conference call. 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 234 4733

<https://sanantonio.webex.com/sanantonio/j.php?MTID=m44afa0f73fc2dbaa4eda137c516ec216>

**Password:** COSA

Site Visit: Site visit will be held on August 24 ~ 29, 2023. Find detailed site visit information from 4.20 SITE INSPECTION, page 27~28. Contact Jinwan Kim, Procurement Specialist III, by email at [jinwan.kim@sanantonio.gov](mailto:jinwan.kim@sanantonio.gov) for scheduling prior to the scheduled inspection date(s) indicated.

Staff Contact Person: JINWAN KIM, PROCUREMENT SPECIALIST III

Email: [Jinwan.kim@SANANTONIO.GOV](mailto:Jinwan.kim@SANANTONIO.GOV)

SBEDA Contact Information: Telephone at (210) 207-3922 or by e-mail at [SBEDAdocs@sanantonio.gov](mailto:SBEDAdocs@sanantonio.gov)

## PROHIBITED CAMPAIGN CONTRIBUTIONS

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

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

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

***\*For this solicitation, the first day contributions are prohibited is Friday, September 1, 2023. The first day contributions may be made is the 31st day after the contract is approved at a City Council “A” Session.***

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## RESTRICTIONS ON COMMUNICATIONS

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

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

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

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

## 002 - TABLE OF CONTENTS

02 - TABLE OF CONTENTS .....	3
03 - INSTRUCTIONS FOR RESPONDENTS.....	4
04 - SPECIFICATIONS / SCOPE OF SERVICES.....	13
05 - SUPPLEMENTAL TERMS & CONDITIONS .....	29
06 - GENERAL TERMS & CONDITIONS.....	37
07 - SIGNATURE PAGE.....	44
08 - STANDARD DEFINITION .....	45
09 - EXHIBITS .....	47
009 - ATTACHMENTS.....	58

## 003 - INSTRUCTIONS FOR RESPONDENTS

### PART A

Submission of Proposals. Respondents must submit proposals electronically. Respondent must comply with the Restrictions on Communication section of this RFCSP and shall not provide full or partial copies of its proposal submission to City officials or City employees, as defined by that section. Failure to submit a full proposal in accordance with the prescribed process will result in Respondent's proposal being disqualified from consideration.

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: <http://www.sanantonio.gov/purchasing/saeps>. 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 copy of the manufacturer's catalog for each manufacturer for which a proposal is submitted. Respondent shall provide said catalog at the time of submission of its proposal. Manufacturers' catalogs may be submitted in in any of the following formats: paper copy, flash drive, or CD ROM. Catalogs shall be mailed to the Finance Department, Procurement Division, P.O. Box 839966, San Antonio, Texas 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, 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 on or before **September 6, 2023 until 4:00 p.m.** Questions received after the stated deadline will not be answered. Questions submitted and City’s responses will be posted with this solicitation. All questions shall be sent by e-mail.

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

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City’s Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the required SBEDA forms. The point of contact may be reached by telephone at (210) 207-3922 or by e-mail at SBEDAdocs@sanantonio.gov. This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.

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 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 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 2:30 P.M. 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): 2630 003 5297

<https://sanantonio.webex.com/sanantonio/j.php?MTID=ma673c6c7d0d45e4f617220d952b17be0>

Password: COSA

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

#### Evaluation and Award of Contract.

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

City reserves the right to 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 10 days to pay in order to receive the discount.

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

#### Prohibited Financial Interest.

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



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

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

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

State of Texas Conflict of Interest.

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

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

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

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

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

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

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

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

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

## PART B

### SUBMISSION REQUIREMENTS

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

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

#### TABLE OF CONTENTS

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

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

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

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

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

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

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

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

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

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM(S). Complete, sign and submit any and all SBEDA form(s), found in this RFCSP as Exhibit 2.

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 Exhibit 3.

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, found in this RFCSP as Attachment E to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address:

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

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

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

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

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

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

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

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

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

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

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

CRIMINAL JUSTICE INFORMATION SERVICE (CJIS). Submit as per Exhibit 7 Form

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 F.

ADDENDA. Sign and submit addenda, if any.

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

## **EVALUATION CRITERIA**

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

### **Evaluation Criteria:**

Experience, Background, Qualifications **(30 points)**

Proposed Plan **(30 points)**

Price **(20 points)**

ESBE Prime Contract Program **(10 points)**

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

M/WBE Prime Contract Program **(10 points)**

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

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

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

### **4.1 BACKGROUND:**

The City of San Antonio is soliciting proposals for respondents(s) to perform custodial services at various City facilities including, Department of Human Services, Police Department, Fire Department, Solid Waste Management Department, Public Works, Information Technology Services, World Heritage Office and other departments at City's discretion.

These services are required by the City of San Antonio to establish a custodial maintenance program that will ensure the facilities are uniformly clean, hygienic, orderly and attractive. Any tasks that are part of ordinary custodial services are included in this contract. Respondent shall furnish all cleaning and custodial maintenance supplies and commercial equipment necessary to perform the services specified under this contract.

City will designate one or more Facility Coordinator(s) for each of the City departments.

Respondents must propose pricing on every location listed. No partial submissions will be accepted. Respondents must submit a bid response for all locations listed in order to be considered responsive. Monthly pricing per square foot shall reflect all services at each location regardless of frequency. For example, pricing for services to be performed on a quarterly basis shall be divided into monthly increments and included in the total monthly rate per square foot per location.

City reserves the right to add or delete facilities and/or modify the Services Levels in a manner consistent with the pricing provided in Attachment B, 'Price Schedule'.

### **4.2 RESPONDENT FURNISHED SUPPLIES AND EQUIPMENT:**

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

4.2.2 The following is a sample list of the minimum standard of supplies which must be furnished by Respondent.

- (a) Bathroom tissue (2 ply only). City reserves the right to specify a specific brand of toilet tissue if Respondent fails to provide toilet tissue acceptable to the City.
- (b) Paper towels, natural or white, rolled or folded, for all manual and/or motion sensor, battery operated dispensers in designated restrooms/lavatories.
- (c) Plastic liners for all waste receptacles. The waste receptacle liners must be available in black material, of a weight that minimizes the risk of breaking/splitting and be capable of being sealed when full. Recycle receptacle liners must be available in transparent (clear), of a weight that minimizes the risk of breaking/splitting and be capable of being sealed when full. City reserves the right to specify a specific brand of waste and recycle receptacle liners if Contractor fails to provide waste and recycle receptacle liners acceptable to the City.
- (d) Window cleaner, disinfectant, floor wax/sealer, deodorant, wax remover, polish for brass, detergents, aerosol deodorizer and wood paneling polish, floor stripper, wall cleaner, urinal cleaner, toilet bowl cleaner. City requires disinfectant spray that kills 99.9% of viruses and bacteria; such as Lysol Disinfectant Spray or approved equal.
- (e) Buffers, vacuum cleaners, carpet shampoo machines, wet-vacuums, etc. High speed buffers for buffing and low speed buffers for stripping.
- (f) Dust cloths, wiping cloths, mops, buckets, brooms, etc.
- (g) Antibacterial hand soap for all restroom soap dispensers. City reserves the right to specify a specific brand of hand soap if Contractor fails to provide hand soap acceptable to City.

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

(i) Toilet seat cover if facility that currently have the dispensers or if dispensers are added at a later date.

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

4.2.4 All cleaning and floor chemicals used shall be required to fulfill the intended purpose of the product and, if requested by a Facility Coordinator, be subject to the approval of the Facility Coordinator. Consumables such as hand soap, paper towels, and toilet tissue shall comply with manufacturer's specifications for products used in conjunction with all fixtures designed for dispensing these types of products and materials. All cleaning / disinfecting chemicals must be freshly prepared daily and changed frequently during use.

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

4.2.6 Respondent shall furnish to each Facility Coordinator all MSDS (OSHA Form 174) for each product stored at and/or used in each facility. An MSDS must accompany each product shipment to each facility.

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

#### 4.3 **RESPONDENT STAFFING:**

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

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

- a. Be the primary point of contact with the Facility Coordinators.
- b. Employ and oversee qualified supervisors that will ensure that all facilities are appropriately cleaned.
- c. Project Manager and Supervisors must be capable of reading, writing, speaking, and understanding the English language.
- d. Ensure that inspections are done on a regular basis.
- e. Carry a cell phone to be accessible to correct any problems/discrepancies which may occur at any facility included in this proposal during the work schedule or as required by the Department Facilities Coordinator.
- f. Provide the Facilities Coordinator and/or designated location manager with emergency contact phone numbers of responsible supervisors and management personnel.
- g. Update any changes to point of contact information for supervisors and management personnel within 1 day of the change.
- h. Project Manager must perform only Project Manager duties; none of the scheduled custodial tasks shall be assigned to this person, unless assistance is required by the custodian due to an unforeseen situation.

- i. Project Manager and Supervisors shall have experience appropriate for their responsibilities and position, including cleaning schedules, use (distribution and mixing) of cleaning chemicals, inspections, personnel, and associated guidelines and/or policies.
- j. Project Managers must be employees of Respondent.
- k. Project Managers and Supervisors shall be available for callback without additional cost to the City if at any time the custodial staff fails to perform the duties listed herein.

#### **4.3.2 CUSTODIANS:**

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

- a. Present a neat appearance and be easily recognizable while performing work in the facilities.
- b. Wear distinctive clothing to include appropriate tags/badges provided by Respondent with employee name, company name and facial picture. Distinctive clothing is defined as shirt or smock with company logo.
- c. Possess all qualifications needed to work under the requirements of this contract.
- d. Be properly trained to perform tasks within the guidelines established by the Occupational Safety and Health Administration.
- e. Be capable of communicating clearly in the English language.
- f. Complete tasks as outlined in this contract or as assigned.
- g. Carry a radio or cell phone, supplied by the Contractor, for any custodian(s) designated as "on-call", to answer to immediate requests from the Facility Coordinator.
- h. Custodians and supervisors must be employees of Respondent or Respondent's City approved subcontractor; day laborers are not acceptable.
- i. Respondent shall remove and replace any employee from work at a City facility at City's request for failure to maintain acceptable levels of performance, as judged solely by City. Any employee so removed shall not be reassigned to another City facility.
- j. The number of custodians indicated herein for a shift or facility are the minimum number of custodians Respondent must provide; it may take additional staff and hours to comply with all cleaning requirements. It is the Contractor's responsibility to determine, as part of the bid price, appropriate staffing levels per shift.

#### 4.3.3 **SERVICE LEVELS:**

- a. **Day or Night Custodial Support (Service Level 1, through 9):** Respondent shall provide a day or night custodian(s) at each facility requiring custodial services either during or after the facility's standard hours of operation with a minimum of one (1) hour break for any support working eight (8) hours per day. These custodial activities include all tasks incidental to cleaning functions not specifically listed but normally included in general custodial practices as well as routine cleaning maintenance services as specified in the Specifications of the contract. These custodial functions shall include but are not limited to the continuous clean-up of miscellaneous spills/debris; continuous cleaning and stocking of restrooms; checking exterior trash receptacles twice daily and emptying as needed; checking all entrances, parking lots, and adjacent grounds twice daily and removing all trash. The City will select the days and hours for Respondent to provide services at each location.
- (a) Service Level 1: Monday through Friday, one custodian cleaning during facility's standard hours for 4 hours per day
  - (b) Service Level 2: Monday through Friday, one custodian cleaning during facility's standard hours for 8 hours per day
  - (c) Service Level 3: Monday through Friday, one custodian cleaning during facility's standard hours for 8 hours per day and one custodian cleaning during facility's standard hours for 4 hours per day
  - (d) Service Level 4: Monday through Friday, one custodian cleaning during facility's standard hours for 8 hours per day and Monday through Thursday one custodian cleaning during facility's standard hours for 4 hours per day
  - (e) Service Level 5: Monday through Friday, two custodians cleaning during facility's standard hours for 8 hours per day
  - (f) Service Level 6: Monday through Friday, two custodians cleaning during facility's standard hours for 8 hours per day and Monday through Thursday, one custodian cleaning during facility's standard hours for 4 hours per day
  - (g) Service Level 7: Sunday through Saturday, one custodian cleaning during facility's standard hours, 8 hours per day to include City recognized holidays
  - (h) Service Level 8: Sunday through Saturday, one custodian cleaning after facility's standard hours, 8 hours per day
  - (i) Service Level 9: Sunday through Saturday, one custodian cleaning during facility's standard hours for 8 hours per day and one custodian cleaning during facility's standard hours for 4 hours per day
  - (j) Service Level 9-1: Saturday through Friday, two custodians cleaning facility from 7am to 4pm and Saturday through Friday, one custodian cleaning facility from 9pm to 1am.
- b. **Roving Custodian Day or Night Crew Support (Service Level 10, 11, 12, 13, 14 and 15):** Respondent shall provide a roving custodian(s) at facilities requiring custodial services either during or after the facility's standard hours of operation and limited to specific days and cleaning frequencies of the week. These custodial activities include all tasks incidental to cleaning functions not specifically listed but normally included in general custodial practices as well as routine cleaning maintenance services as specified in the contract. The crew is required to accomplish all general cleaning tasks before leaving the facilities.
- (a) Service Level 10: Sunday through Saturday, cleaning 1 time per day
  - (b) Service Level 11: Sunday through Saturday, cleaning 2 times per day
  - (c) Service Level 12: Monday through Friday, cleaning 1 time per day
  - (d) Service Level 13: Monday through Saturday, cleaning 2 times per day
  - (e) Service Level 14: Monday, Wednesday, and Friday, cleaning 1 time per day
  - (f) Service Level 15: Wednesday or Friday, cleaning 1 time per day
- c. **Special Event Day or Night Custodian Support (Service Level 16):** Respondent shall provide custodian(s) at facilities requiring custodial services either during or after the facility's standard hours of operation to support special events. City shall request these services to the contractor at least 72 hours in advance. These custodial activities include all tasks incidental to cleaning functions not specifically listed but normally included in general custodial practices as well as routine cleaning maintenance services as specified in the contract. The crew is required to accomplish all general cleaning tasks before leaving the facilities.



- (a) **Service Level 16: Monday through Sunday, on an as needed basis, number of custodians required to support additional services, Custodians used in this service level will be charged at the applicable hourly Custodian rate indicated on Attachment B – Price Schedule.**
- d. **Additional Day or Night Custodian Support:** Respondent may modify the number of personnel assigned to work under this contract as it deems necessary and/or propose alternatives to initial staffing levels for consideration by the City. The merits of any and all alternatives proposed by the Respondent shall be judged on the basis of how the alternative shall impact the operations at each respective facility. Any additional personnel shall be at the expense of the Respondent, unless City requests Respondent to perform additional tasks not covered in this contract pursuant to a change order. The City shall have the right to modify the cleaning schedules with notice to the Respondent, either on a temporary or permanent basis.
- e. Service Level for Detention Center

Custodial personnel must be available at the Detention Center for two shifts each day, seven days per week, including City-recognized holidays.

- (1) The first shift will be from 7:00 a.m. to 4:00 p.m. and the second shift is from 9:00 p.m. to 1:00 a.m.
- (2) The first (day) shift must have a minimum of two (2) janitors and the night shift must have a minimum of one (1) janitor.

Any change in cleaning personnel must be reviewed with and approved by the Detention Center Facility Coordinator before personnel is scheduled for work.

#### 4.3.4 **CRIMINAL BACKGROUND CHECKS:**

Respondent is responsible for assessing risk and maintaining effective background check policy and procedures for all employees, staff and subcontractors responsible for performing services under this contract. Respondent is responsible for ensuring that each person performing services under this contract has successfully undergone a statewide background check for criminal conviction(s), evaluated in accordance with EEOC guidelines. Persons assigned to work under this contract must not have had any criminal convictions within the past 3 years for either a felony or a crime of moral turpitude.

Respondent shall provide proof that all personnel assigned to City facilities have had a criminal background check prior to their assignment. The proof shall be provided to the applicable Facility Coordinator.

Respondent shall remove an employee from service under this contract should Respondent become aware that the employee has been convicted of a crime as described above.

Respondent is responsible for any costs incurred in conducting criminal background checks, which shall be performed prior to the individual performing services hereunder.

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

Respondent will be providing services under this contract at certain facilities with access to Criminal Justice Information Services (CJIS). Persons with any of the criminal histories shown below are not allowed unescorted access to CJIS Facilities. Since City staff have their own responsibilities, any persons providing services to CJIS facilities must pass this criminal background check to provide services in these facilities.

1. Felony conviction – permanent disqualifier
2. Felony deferred adjudication – permanent disqualifier
3. Class A misdemeanor conviction - permanent disqualifier

4. Class A misdemeanor deferred adjudication - permanent disqualifier
5. Class B misdemeanor conviction – disqualifier for ten (10) years
6. Class B misdemeanor deferred adjudication - disqualifier for ten (10) years
7. Open arrest for any criminal offense (felony or misdemeanor) – disqualifier until disposition
8. Family violence conviction - permanent disqualifier

Security Addendum for Criminal Justice Information Services (CJIS). Criminal Justice Agencies, such as the San Antonio Police Department, are required to comply with the security requirements managed by the Federal Bureau of Investigations (FBI) and state agencies, such as the Texas Department of Public Safety. The federal Criminal Justice Information Services Security Policy (Policy) applies to every individual, vendor, contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity with access to, or who operate in support of, criminal justice services and information. Respondent shall comply with the Policy and shall execute the CJIS Security Addendum attached to this agreement. Respondent employees or agents who are subject to the Policy will be required to sign a Respondent Employee Certification and be fingerprinted. All costs associated with compliance with the CJIS Policy shall be borne by Respondent. Respondent shall comply with any changes made to the security requirements by law.

#### **4.4 CRIMINAL BACKGROUND CHECKS – SAPD FACILITIES ONLY:**

- 4.4.1 Respondent employees are subject to a criminal background check prior to starting work at SAPD City facilities. Contractor's employees must make an appearance at the ID Unit at SAPD Headquarters at 315 S. Santa Rosa, San Antonio, Texas to initiate the background check. Background and fingerprinting must be cleared (no felonies or prior misdemeanors).
- 4.4.2 Background checks are conducted in 2 phases. SAPD will notify Respondent whether the Respondent employee passed the first phase within 24 hours of the Contractor's employee's appearance. Contractor's employees who pass phase one will be granted conditional access while the second phase of the background check is being conducted.
- 4.4.3 At the conclusion of the second phase, SAPD will notify Respondent whether the employee is eligible to continue to perform work at these facilities. Respondent employees will not be permitted on site until phase one of the background check is completed and passed.
- 4.4.4 Respondent employees who do not pass the second phase must be removed immediately.
- 4.4.5 Respondent employees may be subject to random background checks throughout the course of the contract. Contractor shall obtain authorization for the random background checks at time of hire, to the extent required.

#### **4.5 QUALITY CONTROL:**

- 4.5.1 Respondent shall establish a Quality Control Program that will ensure the requirements of this contract are satisfactorily accomplished. The program shall include the following as a minimum:
  - (a) A formal training program for all supervisors and custodians must be developed and implemented at the commencement of the term of this contract and for each new employee when they begin work.
  - (b) Inspections by the Project Manager and/or Supervisors in a frequency necessary to ensure that all work is being completed in compliance with this contract. A written report of the inspections must reflect all observed deficiencies, corrective action established and, if necessary, a retraining of staff with regard to those deficiencies. Respondent will retain inspection records in their files and will provide copies to the Facility Coordinator upon request.
  - (c) Facility Coordinators will provide notice of City observed deficiencies to Respondent utilizing a report form that is similar to Attachment I, 'Sample Custodial Checklist'. Project Manager will investigate and evaluate the report, take the necessary corrective action and respond to the Facility Coordinator within 24 hours regarding the corrective action.

- (d) Project Manager will meet with the Facility Coordinators in a frequency established by each Facility Coordinator to address contract performance issues.

#### 4.6 **PHYSICAL SECURITY:**

1. Respondent shall be responsible for safeguarding all property within the work areas. At the conclusion of each work period, Contractor shall ensure that facilities and equipment are secured. Any irregularities in any areas serviced, regarding lighting, furniture, broken doors or windows, dispensing equipment in restroom, or any other condition that may require attention for repair, adjustment, replacement or correction **must be immediately reported to the Facility Coordinator.**
2. **Detention Center:** Those who perform services in this facility will be required to adhere to strict operation policies. During performance of the work, workers shall secure and monitor all tools, equipment and other materials at all times. All equipment and materials shall remain in the contractor's possession at all times and shall never be left unattended. All lost or misplaced equipment or materials shall be reported immediately to the City Facility Coordinator or designee.

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

Respondent shall establish and implement methods of ensuring that all keys issued to Respondent by the City are not lost, misplaced, or used by unauthorized persons. **No keys issued to Respondent may be duplicated.** Respondent shall immediately report any lost keys to the Facility Coordinator. Respondent will be required to reimburse City for replacement of locks or re-keying as a result of Respondent losing keys or damaging locks. Some facilities have an electronic access system in lieu of exterior keyed locks. Respondent will divulge the access codes only to supervisors and custodians as needed. Contractor shall be briefed on area accessibility prior to contract start date and will develop, implement and monitor policies that ensure that the facilities are locked and, where applicable, access systems properly engaged prior to Contractor exiting the facilities. Any fines resulting from false alarms caused by Contractor's failure to activate or deactivate designated security alarms will be the responsibility of Contractor.

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

Emergency situations (structural fire, accidents, rescue operations, civil disturbances, or disasters) may necessitate Contractor to operate on an extended or an on-call basis. The service must be available at any facility 24 hours per day, every day of the year, including weekends and holidays. Contractor shall provide these services within 2 hours after the request is made by the Facility Coordinator. Costs for extended service hours due to emergency situations shall be billed per employee by the hour as shown in Item 9 of Attachment B, 'Price Schedule'.

#### 4.9 **CONSERVATION OF UTILITIES:**

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

- 4.9.1 Lights shall be used only in areas where work is actually performed.
- 4.9.2 Mechanical equipment controls for heating, ventilation, and air conditioning systems shall not be adjusted by Contractor's employees.
- 4.9.3 Water faucets or valves shall be turned off after use.

**4.10 TECHNOLOGY USAGE:**

Respondent and its employees shall not use City's telephones, copiers, fax machines, or any similar communication devices for personal reasons or any toll free or long-distance calls. City telephones may be used to dial 9-1-1 in an emergency.

**4.11 LOST AND FOUND PROPERTY:**

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

**4.12 STORAGE AREAS:**

4.12.1 City shall provide Respondent with limited storage space at each facility for equipment and supplies to be used in the performance of this contract. Use of this space by Contractor shall be for the term of the contract period only. In many instances, the storage areas will not be separate and may be a portion or area of a storage space also utilized by City.

4.12.2 City shall not be responsible or liable for any lost, stolen, or damaged equipment or supplies belonging to Respondent which are stored on-site.

4.12.3 Respondent agrees, at the end of the contract period or upon contract termination, to return to City any storage space in a condition equal to or better than when it was first provided to Contractor for use.

4.12.4 City reserves the right to inspect this storage space at any time during the contract period.

4.12.5 Respondent will ensure that there is an adequate supply of toilet paper and paper towels in the storage area at all times. In situations where toilet paper and paper towel dispensers become empty between cleanings by Respondent, City staff shall have the right to resupply these dispensers from products stored by Contractor.

**4.13 ENTRANCE PROCEDURES:**

Respondent employees assigned to each facility are required to follow the entrance procedures listed below or other such procedures designated by the Facilities Coordinator. Respondent shall ensure that its staff abide by the facility entrance procedures:

4.13.1 Employees reporting to work will report to the designated sign-in location to sign-in and obtain badges and assigned keys from the crew supervisor.

4.13.2 Contract must issue Identification Badges and ensure they are worn by custodial staff at all times.

4.13.3 Employees must report to the designated sign-in location at the end of each shift to return assigned keys and to sign-out.

4.13.4 When Respondent employees are working in a facility during hours that the facility is not open, they shall be under the direct supervision of a Supervisor. The Supervisor shall be responsible for maintaining the security of the facility and its contents. When work has concluded, the Contractor's employees will leave with the Supervisor once the security system has been engaged.

**4.14 GREEN OR RECYCLED PRODUCTS**

The Respondent shall provide products that are in support of the City of San Antonio's Environmentally Preferred Purchasing Policy. Contractor shall provide a selection of "Environmentally Preferred Products". These products shall have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operations, maintenance or disposal of the product.

City encourages that these preferred products attain a third-party certification demonstrating environmental attributes. Examples of third-party certifications include but are not limited to: Forest Stewardship Council, Green Seal, US EPA.

#### **4.15 UNIFORMS:**

- 4.15.1 All Respondent employees shall wear a distinctive uniform, shirt tucked in and identification card/badge bearing a recent color photograph of the employee. Respondent shall provide such uniforms and identification cards at no additional expense to City.
- 4.15.2 All uniforms shall be the same and contain the name of Respondent and the employee.
- 4.15.3 **Detention Center:** Custodial personnel must be in full uniform at all times so that staff may distinguish them from detainees.
- 4.15.4 Uniforms worn by Respondent employees must be a different color than those worn by City employees. Respondent shall notify the Facility Coordinator of any changes to the uniform.

#### **4.16 MISCELLANEOUS CONDITIONS AND REQUIREMENTS:**

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

#### **4.17 CUSTODIAL TASKS AND FREQUENCIES:**

All tasks described below shall be performed at all locations, unless otherwise noted, during the days and hours designated by each department upon award.

**4.17.1 TRASH AND RECYCLES PICKUP AND REMOVAL:** Respondent shall pick up all trash, debris, leaves, cigarette butts, etc. on a continuous basis; all accumulated trash shall be bagged and properly disposed of at the designated City provided disposal area. Respondent shall also gather all trash from all containers inside and outside of the buildings. All waste receptacles shall be washed or wiped clean with a damp cloth, replacing trash bags with plastic liners or biodegradable liners (black for trash and clear for recyclable) and return waste receptacles to original locations. Receptacles designated for recycled material shall be emptied twice a week (or on a different schedule that may be designated by the Facility Coordinator) into designated City provided containers for pickup by Solid Waste Management Department or City-designated contractor, or more frequently if full. **FREQUENCY: Daily**

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

**4.17.3 REMOVING OF GUM, TAR AND OTHER FOREIGN MATTER:** Surface accumulations including, but not limited to, chewing gum, tar, hardened dirt, and wax buildup, which cannot be removed by means of a mop, broom, or dust mop, shall be scraped and then removed. Care shall be taken to avoid damage to floor tiles or finish. All gum, tar and other soils shall be removed as soon as discovered. **FREQUENCY: Daily**

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

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

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

**4.17.7 HIGH DUSTING:** For high dusting, Respondent shall remove dust, lint, spider webs and dry soil from surfaces higher than 6 feet above the floor. High dusting includes, but is not limited to, ventilation grilles mounted in the ceiling, ceiling light fixtures, ceiling fans and "EXIT"/"ENTRANCE" signs. **FREQUENCY: Once every 6 Months**

**4.17.8 CLEAN AND DISINFECT RESTROOMS (includes showers where applicable)**

Restrooms must be restocked after full cleaning.

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

**FREQUENCY: Daily**

**4.18.8A DETENTION CENTER: CLEAN AND DISINFECT RESTROOMS** (includes showers where applicable): Restroom Fixtures: Respondent shall completely damp clean and disinfect all surfaces and under surface edges of sinks, toilet bowls, urinals, lavatories, dispensers, plumbing fixtures, doors, walls, and other such surfaces using a germicidal detergent. Fixtures or surfaces cleaned shall be left free of deposits, dirt, streaks and odors. Grout on wall tiles shall be free of dirt, scum mildew, and other stains and discolorations. All spots and graffiti shall be removed from restroom stall partitions, tile walls and all doors and kick plates shall be wiped clean.

Detention Center Cells: Cells shall be disinfected daily. On many occasions, bodily fluids, human waste, and vomit is found and the cell or cells shall be disinfected.

Restroom Vertical Surfaces: Respondent shall remove all streaks, marks, and graffiti from vertical surfaces. Contractor shall disinfect all surfaces of stall walls, stall doors, entry doors including handles, kick plates, ventilation grilles, metal guards, and wall areas adjacent to wall mounted lavatories, urinals and toilets.

Restroom Floors: Respondent shall sweep and mop restroom floors so that the entire floor surface is free from litter, dust, and foreign debris. Respondent shall ensure that grout on floor tiles is free of dirt, scum, mildew, residue, and other stains or discolorations. Floors shall have a uniform appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film or standing water. Easily movable items shall be moved to sweep and mop underneath. Restroom floors shall be stripped, scrubbed, and/or waxed, as necessary to maintain sanitary conditions and present a clean, uniform appearance.

Hand Washing Sinks: Respondent shall clean all hand washing sinks using a germicidal detergent. Dispensers shall be damp wiped and cleaned prior to refilling or as required. Rags, sponges and other items used to clean toilets and urinals shall not be used to clean sinks and counter tops.

Re-supplying Restrooms: Respondent shall systematically check restrooms to ensure they are properly stocked with City-furnished supplies.

**FREQUENCY: Daily**

**4.17.9 BUFFER SCRUB RESTROOM FLOORS:** Ceramic floors must be buffer scrubbed, cleaned, and dried.  
**FREQUENCY: Monthly.**

**4.17.10 INSPECT AND RESUPPLY RESTROOMS:** Restrooms must be inspected and stocked with a minimum of a two-day supply of toilet paper, towels, soap, or other supplies. **FREQUENCY: Daily**

**4.17.11 SANITARY NAPKIN and TAMPON RECEPTACLES:** Respondent shall empty, clean, disinfect and replace the liners of all sanitary napkin and tampon receptacles. All other receptacles shall be emptied, and damp dusted on the inside. Contractor shall ensure receptacles are not left with streaks. **FREQUENCY: Daily**

**4.17.12 STAIRWAYS (LANDING AND TREAD SURFACES) (where applicable):** Landing and tread surfaces shall be kept free of dirt, dust, and other foreign substances and shall present an overall appearance of cleanliness. Railings, ledges, grills, fire apparatus, and doors shall be kept free of dust and foreign substances. Glass surfaces shall be cleaned and free of obvious dust, smudges, or spots. Metal surfaces shall be kept free of smears, smudges, or stains and shall be clean, bright, and polished to a uniform luster. Wood surfaces shall be kept free of smears, smudges, or stains.

**FREQUENCY: Weekly**

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

**4.17.14 ELEVATOR CLEANING (where applicable):** Respondent shall vacuum and/or dust and damp mop the floors of the elevators daily. Track channels for doors will be vacuumed once each week. Exterior and interior sides of doors and trims shall be dusted daily and polished monthly. Cabs shall be damp wiped daily and washed as needed. Control and dispatch panels shall be dusted and polished daily to remove smudges,

fingerprints or other foreign matter. Elevator thresholds shall be cleaned daily and polished monthly.  
**FREQUENCY: As stated in this section**

**4.18.15 FLOOR MAINTENANCE:** All hard-surfaced floors shall receive floor maintenance. Floor maintenance includes stripping of old wax, applying sealant (The number of coats applied will depend on the solid percentage of the product being used. Enough coats will be applied so that the total solids in the product being used equals 100%), and buffing. Slip-resistant sealant shall be used where applicable. After completing maintenance on the floors, the entire floor shall have a uniform glossy appearance, and be free of litter, dust, foreign debris, scuff marks, heel marks, and other stains and discolorations. Care should be taken when applying floor solutions. Any solutions splattered on baseboards, furniture, trash receptacles, etc. shall be removed. Easily moveable items, including bleachers, must be moved to maintain the floor underneath. All moved items shall be returned to their original location when all operations are completed. Floor finish is only to be applied to floor surfaces which have been thoroughly cleaned. Any probable price variance due to condition of the floor must be included in the bid price. Contractor shall notify the Facility Coordinators at least thirty (30) days in advance of each quarterly floor maintenance event and City shall have the right to request an adjustment in that schedule to accommodate facility events or reservations. **FREQUENCY: Quarterly**

#### **4.18.15 A FLOOR MAINTENANCE – DETENTION CENTER**

After completing maintenance on the floors, the entire floor shall have a uniform glossy appearance, and be free of litter, dust, foreign debris, scuff marks, heel marks, and other stains and discolorations. Care should be taken when applying floor solutions. Any solutions splattered on baseboards, furniture, trash receptacles, etc. shall be removed. Easily moveable items, including bleachers, must be moved to maintain the floor underneath. All moved items shall be returned to their original location when all operations are completed. Floor finish is only to be applied to floor surfaces which have been thoroughly cleaned. Any probable price variance due to condition of the floor must be included in the bid price. Respondent shall notify the Facility Coordinators at least fifteen (15) days in advance **every four (4) months** floor maintenance event and City shall have the right to request an adjustment in that schedule.

Floor maintenance for CVT flooring is as follows:

- (a) All VCT floors shall be buffed every four **(4) weeks**.
- (b) **Every four (4) months**, VCT floor maintenance includes stripping of old wax, applying sealant, three coats of floor finish, and buffing. The standard custodial tasks are not to be negatively impacted by the performance of **every four (4) months** VCT floor maintenance.

**FREQUENCY: As stated in this section**

**4.18.16 VACUUM CARPET (TO INCLUDE CARPETED FLOOR MATS) (where applicable):** After being vacuumed, the carpeted floor shall be free of all dirt, dust, paper clips, staples and small pieces of paper and other visible trash. Any spots shall be removed as soon as noticed. High traffic areas are to be vacuumed daily, stairwells and offices are to be vacuumed weekly **FREQUENCY: As stated in this section**

**4.18.17 SHAMPOO CARPET (where applicable):** All carpet shall be shampooed using extractor method at the frequency indicated. After shampooing, all areas shall be free of litter, dust, debris, stains and discolorations. All shampoo solutions shall be removed from baseboards, furniture, trash receptacles, etc. Chairs, trash receptacles and easily moveable items shall be moved to maintain the floors underneath. All moved items shall be returned to their proper position when all operations have been completed. After carpet has been shampooed and dried to avoid mildew and odor, the carpet shall be treated with carpet protector. Contractor shall notify the Facility Coordinators at least thirty (30) days in advance of each quarterly carpet shampooing event and City shall have the right to request an adjustment in that schedule to accommodate facility events or reservations. **FREQUENCY: Quarterly**

**4.18.18 WINDOW WASHING:** All interior and exterior windows safely reachable, not to exceed 10 feet in height, shall be cleaned. Respondent shall notify the Facility Coordinator at least thirty (30) days in advance of each bi-annual (twice per year) window washing event and City shall have the right to require an adjustment in that schedule to accommodate facility events or reservations. The services shall include, but are not limited to, cleaning of all fixed and operable windows and reflective glass surfaces, frames and ledges, including metal and aluminum frames. Cleaning shall include the removal of dirt, debris, water scale, mineral scale, and other accumulations on the glass.



Respondent shall clean interior and exterior surfaces using a cleaning brush and squeegee and/or the latest equipment and chemicals to obtain a uniformly bright surface free of drips, streaks and foreign materials on all windows and window ledges. Special attention shall be given to tinted windows and Contractor shall ensure it does not use harsh solutions.

**FREQUENCY: 6 months**

**4.18.19 EQUIPMENT CLEANING (where applicable):** Respondent shall clean and disinfect all cardiovascular, aerobic exercise and weight training equipment, including benches, mirrors, dumbbells, weights, etc., on a daily basis. After cleaning, equipment shall be free of dust, dirt, sweat, stains, scuffs, and odor.

**FREQUENCY: Daily**

**4.18.20 EXTERIOR CLEANING:** The area within one hundred (100) feet of the facility, including sally port and adjacent porches where applicable, shall be cleaned and swept on a daily basis. Respondent shall pick up and discard all trash and/or debris from the front, side and rear entrances of the facility. Trash cans and ash urns shall be emptied, cleaned and, if required, new liners installed. Entrance Ramp/Smoking Area and door track shall be swept as needed. Remove all trash from Entrance Ramp/Smoking Area. Entrance Ramp/Smoking Area shall be hosed/washed down on a monthly basis or as directed by staff. Parking lot will need to be cleaned and free of trash and/or debris as needed.

**FREQUENCY: Daily**

**4.18.21 SPECIALIZED CLEANING REQUIREMENTS – DETENTION CENTER (where applicable)**

- (a) Respondent shall clean doors and cell glass.
- (b) Respondent shall spot clean all wall areas, doors and frames with emphasis on light switch areas with a germicidal disinfectant.
- (c) Respondent shall clean and polish stainless steel in each cell (must use stainless steel cleaner/polish only).
- (d) Respondent shall wash sally port and sally port cells utilizing a water hose every morning. Verify with shift supervisor before performing this task.
- (e) Respondent shall clean restraint chair with a germicidal disinfectant.
- (f) Respondent shall scrub and wash all holding cells with a germicidal disinfectant.

**FREQUENCY: Daily**

**4.18.22 DOG RELIEF STATION – NORTHEAST SENIOR CENTER ONLY**

- (a) Respondent shall empty receptacle and replace with a new trash liner. Receptacle shall be washed and thoroughly cleaned to maintain overall cleanliness and an odor-free environment. Respondent will monitor and restock station with the appropriate waste dispenser bags as needed. Respondent shall pick up and remove all trash in and around the dog relief station. All accumulated trash shall be bagged and properly disposed of at the designated City provided disposal area.

**FREQUENCY: Weekly**

**4.19 FACILITY LIST:**

The list of facilities in the Exhibit 4, 'Facility List', include the Service Levels for which the custodial services are to be provided for each facility. The Respondent is required to complete the scope of services during the specified hours for each facility.

During the term of the contract, City may also request to add facilities or make changes to the service level of any existing facility during term of contract. Refer to Attachment B, 'Price Schedule'; Item 8 - Additional Facilities. In addition, City may delete any facilities on the list with ten (10) days prior written notification to Respondent. Respondent shall not invoice City for deleted facilities after the effective date of their removal.

Various events are held at Facilities throughout the year. Due to the volume of people who attend such events, City may require the services of additional custodians to perform custodial services in anticipation of, during, and/or after an event. The Facilities Coordinator will coordinate with Contractor when additional custodians are required, and Respondent shall provide the additional staff. City shall pay Respondent for the additional staff requested on an as needed basis in accordance with Item 10 on Attachment B, "Price Schedule".

Other situations that may temporarily impact Respondent schedule include use of facilities as early voting sites, construction or maintenance activities, and other events that will limit access for the Respondent. In these situations, City will provide reasonable notice to Respondent and Respondent and City will work

cooperatively to adjust the custodial services schedule, to be performed at no additional cost to City. Changes to the use or operating schedule of a facility and/or other factors may necessitate a permanent change to the Service Days and Hours. In these situations, City will provide ten (10) days prior written notification to Respondent. If the change results in an increase or decrease in the number of service days per week, Respondent price will be adjusted accordingly, on a pro-rata basis, based on the prices stated in the Price Schedule.

All San Antonio Police Department substations and storefronts require the following:

- A set schedule for each facility/location must be followed.
- San Antonio Police Department personnel will escort all cleaning personnel at any/all San Antonio Police Department secured facilities.
- Schedules must be submitted to Facilities Coordinator in order to communicate to Captains/Lieutenants at each location.
- **With the exception of the Detention Center**, San Antonio Police Department does not offer any type of storage area for supplies (everything must be brought in and taken out at the time of visit).
- Sign In/Out sheets will be available for all cleaning personnel to sign in at time of scheduled services.
- ALL schedules must be followed daily because of security regulations.

Except as outlined in the following paragraph, and as stated previously herein with regard to the Detention Center custodial services are to be provided based on the Service Levels shown on the Facility List, except for City holidays on which the facility is closed. Those holidays currently include: New Year's Day, Martin Luther King, Jr. Day, César Chávez Day, Fiesta San Jacinto (Battle of the Flowers Day), Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving (Thursday and Friday), Christmas Eve and Christmas Day. Facilities may also be closed during various days during the City-designated Winter Holiday break.

Custodial services shall be provided at the San Antonio Police Department facilities on the following City holidays: Memorial Day, 4th of July, the Friday after Thanksgiving Day and Christmas Eve between the hours of 8:00 am and 3:00 pm.

#### 4.20 SITE INSPECTION:

Following is the schedule for on-site inspections. Contact Jinwan Kim, Procurement Specialist III, by email at [jinwan.kim@sanantonio.gov](mailto:jinwan.kim@sanantonio.gov) for scheduling prior to the scheduled inspection date(s) indicated below. Failure to contact Jinwan Kim to schedule site visit may exclude participation in such site visits. Any verbal responses to Vendor questions during site visit are non-binding. All questions during the site visit you may have must send to Jinwan Kim as per Section 003 INSTRUCTION FOR BIDDERS Restriction on Communications. Questions will be addressed by Addendum and posted in the SAePS Portal

#### August 24-25, 2023:

Facility	Address	Hours for Site Inspection
South San Senior Center	503 Lovett Ave.	8/24/23 08:00 AM
Willie Cortez Senior Center	5512 W. Military Dr.	8/24/23 09:00 AM
Darner Senior Nutrition Center Nutrition Site	5800 Old HWY 90W.; San Antonio, 78221	8/24/23 10:00 AM
Doris Griffin Senior Center	6157 NW Loop 410	8/24/23 10:45 AM
Alicia Trevino	8353 Culebra Rd	8/24/23 11:30 AM
Willie Velasquez Learning Center	1302 N. Zarzamora	8/24/23 12:00 AM
West End Park Senior Center	1226 NW 18 <sup>th</sup> St., San Antonio	8/24/23 12:30 PM
Frank Garrett Multi Center	1226 NW 18 <sup>th</sup> St., San Antonio	
Harlandale @ Briar Place	7227 Briar Place, San Antonio	8/24/23 02:00 PM
Harlandale	115 W. Southcross Blvd	8/24/23 03:00 PM
District 2 Senior Center	1751 S. WW White Road	8/24/23 03:30 AM
Commanche Park #2	2600 Rigsby Ave.	8/25/23 08:00 AM

South Side Lions Senior Center	3303 Pecan Valley	8/25/23 09:00 AM
District 5 Senior Center	2701 S. Presa	8/25/23 10:00 AM
Normoyle Community Center	700 Culberson	8/25/23 11:00 AM
Brady Head Start	1227 Brady	8/25/23 01:00 PM
Bob Ross Senior Center	2219 Babcock Rd.	8/25/23 01:45 PM
Walker Ranch	835 W Rhapsody Dr.	8/25/23 02:15 PM
North East Senior Center	4135 Thousand Oaks	8/25/23 03:00 PM
Kenwood Senior Center	305 Dora	8/25/23 03:30 PM
D4 Senior Center	1423 South Ellison Dr.	TBD (Under construction)

**August 28, 2023:**

Facility	Address	Hours for Site Inspection
SAFD Services Division	230 S. Callaghan Rd. San Antonio, TX 78227	8/28/23 08:00 AM
Tech Services Division	602 Dunton	8/28/23 09:00 AM
Public Safety Headquarters Gym	315 S. Santa Rosa Ave.	8/28/23 10:00 AM
Detention Center	401 S. Frio Street	8/28/23 11:00 AM
Detention Center Gym	401 S. Frio Street	8/28/23 01:00 PM
Mission Marquee Plaza (Marquee Building)	3100 Roosevelt Ave.	8/28/23 02:00 PM
Mission Marquee Plaza (Projection Building)	3100 Roosevelt Ave.	
Mission Marquee Plaza Open Field)	3100 Roosevelt Ave.	
World Heritage Center (Building Interior Space)	3106 Roosevelt Ave.	
World Heritage Center (Building Exterior Veranda space)	3106 Roosevelt Ave.	
World Heritage Center (surrounding green space & parking area 2.4 acres)	3106 Roosevelt Ave.	

**August 28~29, 2023:**

Facility	Address	Hours for Site Inspection
Culebra Complex (Bldg #3)	6802 Culebra Rd	8/28/23 03:00 PM
Culebra Complex (Bldg #6)	6802 Culebra Rd	
Culebra Complex (Bldg #1)	6798 Culebra	8/28/23 03:30 PM
Culebra Complex (Bldg #2)	6798 Culebra	
Brooks City Base, Building 912	2712 Flight Nurse	8/29/23 10:00 AM
ARSOC (Alamo Regional Security Operations Center)	638 Davy Crockett Rd	8/29/23 11:00 AM

Please note that transportation will not be provided to or from the site visits.

## 005 - SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term:

This contract shall begin upon the effective date of the ordinance awarding the contract or January 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 December 31, 2026.

### Renewals:

At City's option, this Contract may be renewed under the same terms and conditions for two (2) additional (1) year period(s). Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding, therefore.

### Temporary Short-Term Extensions.

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

### 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 number
- 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 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**

Prior to the commencement of any work under this Agreement CONTRACTOR must provide a completed Certificate(s) of Insurance to CITY's Finance Department. The certificate must be:

- clearly labeled with the legal name of the event in the Description of Operations block;
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance); 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 Finance Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing this Agreement, CONTRACTOR certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for 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 CONTRACTOR claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

<b>INSURANCE TYPE</b>	<b>LIMITS</b>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Child Abuse/Molestation	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
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.

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 10 days by submitting the requested insurance documents to the CITY at the following address:

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

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

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

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

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

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

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

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

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



## Mandatory Federal Contract Provisions

### I. Title VI Notice

The City of San Antonio in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### II. General Civil Rights Provisions

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

### III. Title VI Clauses Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the

United States.

#### IV. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### V. Federal Fair Labor Standards Act

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

#### VI. Occupational Safety and Health Act of 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## VII. DRUG-FREE WORKPLACE

(a) Definitions. As used in this clause—

“Controlled substance” means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act ([21 U.S.C. 812](#)) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

“Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

“Drug-free workplace” means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

“Employee” means an employee of a Contractor directly engaged in the performance of work under a Government contract. “Directly engaged” is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

“Individual” means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about—

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor’s policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b) (1) of this clause;

(4) Notify such employees in writing in the statement required by paragraph (b) (1) of this clause that, as a condition of continued employment on this contract, the employee will—

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee’s conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b) (4) (ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b) (1) through (b) (6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor’s failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR [23.506](#), render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

### Incorporation of Exhibits and Attachments.

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

Attachment A – Part One – General Information

Attachment A – Part Two – Experience, Background and Qualifications

Attachment A – Part Three – Proposed Plan

Attachment B – Price Schedule

Attachment C – Contracts Disclosure Form

Attachment D – Litigation Disclosure Form

Attachment E – Certificate of Interested Parties (Form 1295)

Attachment F – Heat Illness Prevention:

Attachment G – Proposal Checklist

Exhibit 1 – SBEDA Ordinance Compliance Provision

Exhibit 2 – SBEDA Subcontractor/Supplier Commitment Plan

Exhibit 3 – Veteran-Owned Small Business Preference Program (VOSBPP) Tracking Form

Exhibit 4 – Facility List

Exhibit 5 – Sample Custodial Checklist

Exhibit 6 – List of Additional Information Regarding City Facilities

Exhibit 7 – Criminal Justice Information Services (CJIS)

## 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 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, Texas 78283-3976.

#### Information Required on Invoice.

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

#### Payment by City.

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

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

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

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

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern. 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 effected by Director, without further action by the San Antonio City Council.

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

## INDEMNIFICATION.

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

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

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

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject

of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

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

#### Records Retention.

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

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

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

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

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

#### 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.

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

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



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

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

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

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

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

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

**State Prohibitions on Contracts:**

This section only applies to a contract that:

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

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

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

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

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or

entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

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

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

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

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

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

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

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

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

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

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

#### 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.

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Signature of Person Authorized to Sign Proposal

## 008 - STANDARD DEFINITION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **RFCSP EXHIBITS**

### **EXHIBIT 1**

#### **SBEDA Ordinance Compliance Provision**

Posted as separate document.

**RFCSP EXHIBITS**

**EXHIBIT 2**

**SBEDA SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN**

Posted as separate document.



**RFCSP EXHIBITS**

**EXHIBIT 3**

**Veteran-Owned Small Business Preference Program (VOSBPP) Tracking Form**

Posted as separate document.

## RFCSP EXHIBITS

### EXHIBIT 4 FACILITY LIST

**Department of Human Services (DHS):**

<b>Facility Name</b>	<b>Facility Address</b>	<b>Estimated Square Footage</b>	<b>Anticipated Service Level</b>
Bob Ross Senior Center	2219 Babcock Rd.; San Antonio, 78229	24,400	6
Willie Cortez Senior Center	5512 S.W. Military Dr.; San Antonio, 78242	7,000	4
Dist. #2 Senior Center	1751 S. WW White Rd.; San Antonio, 78220	15,928	4
Dist. #5 Senior Center	2701 Presa St.; San Antonio, 78210	10,840	4
Kenwood Senior Center	305 Dora St.; San Antonio, 78212	7,000	1
Head Start/Brady	1227 Brady Blvd.; San Antonio, 78207	30,000	2
West End Senior Center	1226 N.W. 18 <sup>th</sup> St. (A); San Antonio, 78207	5,500	4
Harlandale Senior Center	115 W. Southcross Blvd.; San Antonio, 78221	2,000	1
Harlandale @ Briar Place	7227 Briar Place, San Antonio	3852	1
Southsan Senior Center	503 Lovett Ave.; San Antonio, 78222	2,000	1
Commanche Park #2	2600 Rigsby Ave.; San Antonio, 78222	2,000	1
Willie Velasquez	1302 N. Zarzamora St.; San Antonio, 78207	8,000	2
North East Senior Center	4135 Thousand Oaks.; San Antonio, 78217	26,743	6
Normoyle Community Center	700 Culberson	15,652	2
South Side Lions Senior Center	3303 Pecan Valley;	13,033	4
D4 Senior Center	1423 South Ellison Dr., San Antonio	16,160	4
Walker Ranch Senior Center	835 W. Rhapsody Dr	26,337	6
Darner Senior Nutrition Center	5800 Old Hwy 90 W, San Antonio	4,790	1
Frank Garrett Multi- Center (Next Level Area)	1226 NW 18 St. San Antonio, 78207	3,721	1
Alicia Trevino Lopez Senior Center	8353 Culebra Rd	31,500	1

Doris Griffin Senior Center	6157 NW Loop 410	30,000	1
<b>Total Estimated Square Footage</b>		<b>286,456</b>	

**San Antonio Fire Department (SAFD):**

Facility Name	Facility Address	Estimated Square Footage	Anticipated Service Level
SAFD Services Division	230 S. Callaghan Rd.; San Antonio, 78227	14,473	12
Tech Services Division	602 Dunton; San Antonio, 78226	7,539	1
<b>Total Estimated Square Footage</b>		<b>22,012</b>	

**San Antonio Police Department (SAPD):**

Facility Name	Facility Address	Estimated Square Footage	Anticipated Service Level
Public Safety Headquarters Gym	315 S. Santa Rosa Ave.; San Antonio, 78207	4,400	12
Gym – Academic	555 Academic Ct.; San Antonio, 78204	2,660	13
Central Substation Gym	515 S. Frio St.; San Antonio, 78207	685	13
East Substation Gym	3635 E. Houston St.; San Antonio, 78219	396	13
North Substation Gym	13030 Jones Maltsberger Rd.; San Antonio, 78247	396	13
Northwest Substation Gym	5020 Prue Rd.; San Antonio, 78240	440	13
South Substation Gym	711 W. Mayfield Blvd.; San Antonio, 78211	396	13
West Substation Gym	7000 Culebra Rd.; San Antonio, 78238	396	13
N. St. Mary's Substation Gym	2020 N. St. Mary's; San Antonio, 78212	396	13
Bike Patrol	416 E Commerce St., 78205	5,126	10
Bike Patrol & Gym USO	416 E Commerce St., 78205	5,318	10
Transportation and Sex Offenders	442 9th ST., 78215	4,476	10
Mc Creless Store Front	3850 S New Braunfels Ave; 78223	1,600	13
K9	2614 Enos St, 78235	4,056	13
Detention Center	401 S. Frio Street, 78207	18,300	9-1
Detention Center Gym	401 S. Frio Street, 78207	500	13
<b>Total Estimated Square Footage</b>		<b>49,541</b>	

**Solid Waste Management Department (SWMD):**

Facility Name	Facility Address	Estimated Square Footage	Anticipated Service Level
Culebra Complex (SWMD Bldg #3)	6802 Culebra	6,275	12
Culebra Complex (SWMD Bldg #6)	6802 Culebra	639	12
<b>Total Estimated Square Footage</b>		<b>6,914</b>	

**Public Works Department (PWD):**

Facility Name	Facility Address	Estimated Square Footage	Anticipated Service Level
Culebra Complex (Bldg #1)	6798 Culebra	9,000	5
Culebra Complex (Bldg #4)	6798 Culebra	5,000	5
<b>Total Estimated Square Footage</b>		<b>14,000</b>	

**Information Technology Services Department (ITSD):**

Facility Name	Facility Address	Estimated Square Footage	Anticipated Service Level
Brooks City Base, Building 912	2712 Flight Nurse	4,000	10
ARSOC (Alamo Regional Security Operations Center)	638 Davy Crockett Rd	20,363	9
<b>Total Estimated Square Footage</b>		<b>24,363</b>	

**World Heritage Office (WHO):**

Facility Name	Facility Address	Estimated Square Footage	Anticipated Service Level
Mission Marquee Plaza - Marquee Building	3100 Roosevelt Ave.	1,023	16
Mission Marquee Plaza - Projection Building	3100 Roosevelt Ave.	1,800	16
Mission Marquee Plaza - Open Field	3100 Roosevelt Ave.	69,700	16
World Heritage Center (building interior space)	3106 Roosevelt Ave.	5,676	16

World Heritage Center (building exterior veranda space)	3106 Roosevelt Ave.	4,405	16
World Heritage Center (surrounding green space and parking area – 2.4 acres)	3106 Roosevelt Ave.	104,273	16
<b>Total Estimated Square Footage</b>		<b>186,876</b>	

**RFCSP EXHIBITS**

**EXHIBIT 5**

**SAMPLE CUSTODIAL CHECKLIST**

**Posted as separate document.**

**RFCSP EXHIBITS**

**EXHIBIT 6**

**LIST OF ADDITIONAL INFORMATION REGARDING CITY FACILITIES**

**Posted as separate document.**



**RFCSP EXHIBITS**

**EXHIBIT 7**

**Criminal Justice Information Services (CJIS)**

**Posted as separate document.**

## 009 - ATTACHMENTS

### RFCSP ATTACHMENT A, PART ONE

#### GENERAL INFORMATION

**1. Respondent Information:** Provide the following information regarding the Respondent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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 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:

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List Related Companies:

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

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

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

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

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

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

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

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

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

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

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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.

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**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.

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**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.

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

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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.

**Reference No. 1:**

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

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

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

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

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

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

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

\_\_\_\_\_

**Reference No. 2:**

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

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

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

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

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

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

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

\_\_\_\_\_

**Reference No. 3:**

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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



## RFCSP ATTACHMENT A, PART THREE

### PROPOSED PLAN

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

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.

**Custodial Services Plan** – Prepare and submit narrative responses to address the following items. Responses should be limited to a total of 20 pages.

1. **Ramp Up Plan** – Describe how Respondent will ramp up to meet the City's custodial service requirements and implement contract by **January 1, 2024**. Provide information such as badging and staffing, availability of products, stocking supplies and equipment. Provide an implementation timeline beginning upon notice of award for Respondent to be able to mobilize by anticipated contract start date of **January 1, 2024**. Indicate what communication solutions Respondent will utilize to ensure staff is meeting contract specifications and inspection requirements.

2. **Staffing Plan** – Describe Respondent Staffing Plan for providing Custodial Services for Various City Facilities. Provide a weekly staffing schedule which shows how the Respondent will cover all shifts. Provide the Respondent standard job description for Manager, Supervisor and Custodian positions. **Provide a color photograph of the Respondent proposed uniform.**

a. Does respondent have current staff to support a new contract or will you need to recruit? If you recruit, where will you recruit from?

Provide an organizational chart showing how you propose to staff the project. For each position reflected on the organizational chart, provide the following information for individual(s) assigned to each position.

b. Describe the number of Supervisor(s), custodians, and/or Project Manager(s) that will be assigned to the contract. Provide resume for anticipated project manager(s).

c. Project Manager - Identify the individual who will be serving as the Project Manager and provide a detailed resume. Describe how the project manager will dedicate their time to the performance of this contract. How many other contracts does the project manager service? What percentage of time will the project manager dedicate to this contract?

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

e. Describe process for performing Criminal Background Checks on all employees and retention procedure for maintaining background checks.

f. Describe respondents plan for providing Extended / Emergency Service Hours as requested. Provide point of contact information.

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

Telephone Number: ( ) \_\_\_\_\_

Cell Phone Number: ( ) \_\_\_\_\_

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

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

3. **Quality Assurance/Quality Control (QA/QC) Plan** – Describe Respondent's current QA/QC Plan to include procedures and personnel utilized for quality control, contract performance deficiencies and problem resolution, self – assessment, interaction with City, and control of subcontractors' performance, if any. Explain how your current procedures meet the needs of your current customers.

Provide Respondents proposed plan to meet with Facility Coordinators to review performance issues.

4. **Environmental Standards/Practices** – Describe how you intend to utilize environmentally (green) products and cleaning practices. Provide a listing of environmentally (green) products that will be used to perform these custodial services.
5. **Customer Service Plan** – Describe Respondent customer service plan and discuss lines of communication and interaction with City Staff and others.
6. **Training Plan** – Describe training and instruction programs that Respondent will provide to its employees assigned to perform these custodial services. What does the training program consist of? List class name and frequency of training.
7. **Safety Plan** – Describe how Respondent will implement a Safety Plan for the Contract, including plan to address employee injuries and accidents.
8. **Equipment Maintenance Plan** - Describe Respondent Equipment Maintenance Plan for equipment utilized for providing custodial services. Indicate 1) average age, 2) frequency of maintenance, and 3) frequency of replacement for the following custodial equipment:
  - (a) Buffers, vacuum cleaners, carpet shampoo machines, wet-vacuums, etc. High speed buffers for buffing and low speed buffers for stripping.
  - (b) Dust cloths, wiping cloths, mops, buckets, brooms, etc.
9. **Wages and Benefits Plan** – Indicate the range of wages that Respondent has established for the Shift Supervisor and Custodian classifications. Provide minimum qualifications and information regarding what factors determines starting wages and subsequent increases. Indicate what benefits (e.g., retirement, medical, dental, vision, life insurance, disability insurance, wellness, leave and holidays, skills pay, tuition assistance, employee assistance program, etc.) will be provided to these job classifications and provide a cost per employee related to these benefits. Indicate what amount and percent of the costs are paid by the Respondent and what amount and percent are paid by the employee for each individual benefit. (Use charts to make this information clear.) Indicate if the benefits provided to these job classes are the same, and at the same cost, as benefits provided or made available to other job classifications in the Respondent firm.
10. **Communication** – Describe Respondent communication plan with Managers, Supervisors and Custodians. Describe devices to be utilized for quick communication access. Indicate what communications solutions Respondent will utilize to ensure staff is meeting contract specifications and inspection requirements.
11. **Security** – Describe Respondents plan and security measure to be taken to ensure all locations are secured during and at the conclusion of each work period. Describe plan for notifying Facility Coordinator of any facility issues or irregularities or damages. Describe how Respondent shall establish and implement methods of ensuring that all keys and security codes for building access issued to Contractor by the City are not lost, misplaced, or used by unauthorized persons.
12. **Additional Information** – Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.
13. **Complete the staffing plan shown below. Note that this chart will be part of the contract, if awarded, and will represent the minimum staffing levels that you will be required to maintain throughout the contract's term.**



## Staffing Plan

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

**[Department of Human Services]**

Location	Address	# of Custodians	PROPOSED NUMBER OF HOURS							Total Weekly Hours Per Custodian	Total Extended Weekly Hours for All Custodians
			Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday		
Bob Ross Senior Center	2219 Babcock Rd.; San Antonio, 78229										
Willie Cortez Senior Center	5512 S.W. Military Dr.; San Antonio, 78242										
Dist. #2 Senior Center	1751 S. WW White Rd.; San Antonio, 78220										
Dist. #5 Senior Center	2701 Presa St.; San Antonio, 78210										
Kenwood Senior Center	305 Dora St.; San Antonio, 78212										
Head Start/Brady	1227 Brady Blvd.; San Antonio, 78207										
West End Senior Center	1226 N.W. 18 <sup>th</sup> St. (A); San Antonio, 78207										
Harlandale	115 W. Southcross Blvd.; San Antonio, 78221										
Harlandale @ Briar Place Nutrition Site	7227 Briar Place, San Antonio, TX 78221										
South San Senior Center	503 Lovett Ave.; San Antonio, 78222										
Commanche Park #2	2600 Rigsby Ave.; San Antonio, 78222										

			<u>PROPOSED NUMBER OF HOURS</u>								
Location	Address	# of Custodians	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total Weekly Hours Per Custodian	Total Extended Weekly Hours for All Custodians
Willie Velasquez Senior Center	1302 N. Zarzamora St.; San Antonio, 78207										
Northeast Senior Center	4135 Thousand Oaks; San Antonio, 78217										
Normoyle Community Center	700 Culberson										
South Side Lions Senior Center	3303 Pecan Valley										
Dist. #4 Senior Center	1423 South Ellison Dr., San Antonio										
Walker Ranch Senior Center	835 W. Rhapsody Dr.										
Darner Senior Nutrition Center	5800 Old Hwy 90 W, San Antonio										
Alicia Trevino Lopez Senior Center	8353 Culebra Rd, San Antonio										
Doris Griffin Senior Center	6157 NW Loop 410 San Antonio										
Frank Garrett Multi-Center (Next Level)	1226 NW 18 St., San Antonio										

**[Fire Department]**

			<u>PROPOSED NUMBER OF HOURS</u>								
Location	Address	# of Custodians	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total Weekly Hours Per Custodian	Total Extended Weekly Hours for All Custodians

SAFD Services Division	230 S. Callaghan Rd.; San Antonio, 78227										
Tech Services Division	602 Dunton, San Antonio 78226										

**[Police Department]**

Location	Address	# of Custodians	PROPOSED NUMBER OF HOURS							Total Weekly Hours Per Custodian	Total Extended Weekly Hours for All Custodians
			Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday		
Public Safety Headquarters Gym	315 S. Santa Rosa Ave.; San Antonio, 78207										
Gym – Academic	555 Academic Ct.; San Antonio, 78204										
Central Substation Gym	515 S. Frio St.; San Antonio, 78207										
East Substation Gym	3635 E. Houston St.; San Antonio, 78219										
North Substation Gym	13030 Jones Maltsberger Rd.; San Antonio, 78247										
Northwest Substation Gym	5020 Prue Rd.; San Antonio, 78240										
South Substation Gym	711 W. Mayfield Blvd.; San Antonio, 78211										
West Substation Gym	7000 Culebra Rd.; San Antonio, 78238										
North St. Mary's Substation Gym	2020 N. St. Mary's; San Antonio, 78212										
Bike Patrol & Gym	416 E Commerce St., 78205										
Bike Patrol USO	416 E Commerce St., 78205										
Transportation and Sex Offenders	442 9th ST., 78215										
Mc Creless Store Front	3850 S New Braunfels Ave; 78223										

			<u>PROPOSED NUMBER OF HOURS</u>								
Location	Address	# of Custodians	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total Weekly Hours Per Custodian	Total Extended Weekly Hours for All Custodians
K9	2614 Enos St, 78235										
Detention Center	401 S. Frio Street. San Antonio, 78207										
Detention Center Gym	401 S. Frio Street. San Antonio, 78207										

**[Solid Waste Management Department]**

			<u>PROPOSED NUMBER OF HOURS</u>								
Location	Address	# of Custodians	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total Weekly Hours Per Custodian	Total Extended Weekly Hours for All Custodians
SWMD Building # 3	6802 Culebra Rd										
SWMD Building # 6	6802 Culebra Rd										

**[Public Works Department]**

			<u>PROPOSED NUMBER OF HOURS</u>								
Location	Address	# of Custodians	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total Weekly Hours Per Custodian	Total Extended Weekly Hours for All Custodians
Culebra Complex (Bldg #1)	6798 Culebra										

Culebra Complex (Bldg #4)	6798 Culebra											
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**[Information Technology Services Department]**

			<u>PROPOSED NUMBER OF HOURS</u>								
Location	Address	# of Custodians	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total Weekly Hours Per Custodian	Total Extended Weekly Hours for All Custodians
Brooks City Base, Building 912	2712 Flight Nurse										
ARSOC (Alamo Regional Security Operations Center)	638 Davy Crockett Rd										

**[World Heritage Office]**

			<u>PROPOSED NUMBER OF HOURS</u>								
Location	Address	# of Custodians	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total Weekly Hours Per Custodian	Total Extended Weekly Hours for All Custodians
Mission Marquee Plaza (Marquee Building)	3100 Roosevelt Ave.										
Mission Marquee Plaza (Projection Building)	3100 Roosevelt Ave.										
Mission Marquee Plaza (Open Field)	3100 Roosevelt Ave.										

World Heritage Center (Building Interior Space)	3106 Roosevelt Avenue											
World Heritage Center (Building Exterior Veranda Space)	3106 Roosevelt Avenue											
World Heritage Center (surrounding green space and parking area 2.4 acres)	3106 Roosevelt Avenue											

## **RFCSP ATTACHMENT B**

### **PRICE SCHEDULE**

Posted as separate document.



**RFCSP ATTACHMENT C**  
**CONTRACTS DISCLOSURE FORM**

Contracts Disclosure Form may be downloaded at

<http://www.sanantonio.gov/ethics/forcompliance/vendors-and-conflict-of-interest-report>

Instructions for completing the Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: 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.
2. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

**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

### **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 RFP number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234, or RFCSP 6100001234).**

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

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

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

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

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

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

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

**RFCSP ATTACHMENT F**

**Heat Illness Prevention Ordinance Acknowledgement Form**

Posted as separate document.

**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 and Three Reference RFCSP Attachment A, Part One	
Experience, Background & Qualifications RFCSP Attachment A Part Two	
Proposed Plan RFCSP Attachment A Part Three - including staffing plan	
Price Schedule RFCSP Attachment B	
* Contracts Disclosure form RFCSP Attachment C	
Litigation Disclosure Form RFCSP Attachment D	
* SBEDA: Subcontractor/Supplier Utilization Commitment Form RFCSP Exhibit 2	
*Veteran-Owned Small Business Preference Program Tracking Form RFCSP Exhibit 3	
* Certificate of Interested Parties (Form 1295) RFCSP Attachment E	
Proof of Insurability Insurance Provider's Letter Copy of Current Certificate of Insurance	
Financial Information	
Criminal Justice Information Services (CJIS) Form RFCSP Exhibit 7	
* Signature Page RFCSP Section 007	
* <b>HEAT ILLNESS PREVENTION ORDINANCE ACKNOWLEDGEMENT FORM</b> RFCSP Attachment F	
Proposal Checklist <b>RFCSP Attachment G</b>	
* Addendum, if any	
One <b>COMPLETE</b> electronic copy	

\* Documents marked with an asterisk on this checklist require a signature.

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