



CITY OF SAN ANTONIO
FINANCE DEPARTMENT, PROCUREMENT DIVISION

REQUEST FOR COMPETITIVE SEALED PROPOSALS ("RFCSP")
NO.: **6100018286; 24-065**

ANNUAL CONTRACT FOR CUSTODIAL SERVICES FOR THE LIBRARY

Date Issued: **JUNE 17, 2024**

PROPOSALS MUST BE RECEIVED **NO LATER THAN:**
11:00 a.m., CENTRAL TIME, AUGUST 19, 2024

Proposals must be submitted by the following means:

Response submissions will only be accepted electronically through the portal.

Proposal Due Date: 11:00 a.m. Central Time, August 19, 2024

RFCSP No.: 6100018286; 24-065

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: Yes DBE / ACDBE Requirements: None

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

Pre-Submittal Conference * YES

*If YES, the Pre-Submittal Conference will be held at 9:30 a.m., Central Time, on June 26, 2024, via WebEx. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

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

Dial-In Number: 1-415-655-0001 | **Access Code:** 2633 408 3160 | **Meeting Password:** sbWpxVuZ354

Join from the meeting link:

<https://sanantonio.webex.com/sanantonio/j.php?MTID=m6005b7c16f49b324fbf5b0bd56ded128>

The following site visits will be held on **July 1, 2024**, at the respective times shown below:

| | |
|----------------------|---|
| 9:00 a.m. CT | Collins Garden Library, 200 North Park, San Antonio, TX 78204 |
| 10:00 a.m. CT | Mission Library, 3134 Roosevelt Ave, San Antonio, TX 78214 |

Additional site visits will be held on **July 2, 2024** at the respective times shown below:

| | |
|----------------------|---|
| 9:00 a.m. CT | Landa Library, 233 Bushnell, San Antonio, TX 78212 |
| 10:00 a.m. CT | Parman Library, 20735 Wilderness Oak, San Antonio, TX 78258 |

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

- a. Respondents interested in attending the in-person site visit must RSVP by June 28, 2024, at 12:00 PM CT via email to Debra Light, Procurement Specialist III at Debra.Light@sanantonio.gov.
- b. All attendees must check-in with City's procurement staff member present to sign-in.

Staff Contact Person: DEBRA LIGHT, PROCUREMENT SPECIALIST III, 210-207-7266, DEBRA.LIGHT@SANANTONIO.GOV.

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

PROHIBITED CAMPAIGN CONTRIBUTIONS

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

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

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

****For this solicitation, the first day contributions are prohibited is July 2, 2024.
The first day contributions may be made is the 31st day after the contract is approved at a City Council "A" Session.***

RESTRICTIONS ON COMMUNICATIONS

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

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

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

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

002 - TABLE OF CONTENTS

| | |
|--|----|
| 002 - TABLE OF CONTENTS | 4 |
| 003 - INSTRUCTIONS FOR RESPONDENTS..... | 5 |
| 004 - SPECIFICATIONS / SCOPE OF SERVICES | 17 |
| 005 - SUPPLEMENTAL TERMS & CONDITIONS | 38 |
| 006 - GENERAL TERMS & CONDITIONS | 44 |
| 007 - SIGNATURE PAGE | 54 |
| 008 - STANDARD DEFINITION | 55 |
| 009 - ATTACHMENTS | 57 |

003 - INSTRUCTIONS FOR RESPONDENTS

PART A

Submission of Proposals. Respondents must submit proposals electronically.

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

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

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

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

Forms Requiring Signatures.

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

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

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

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

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

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

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

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

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

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

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

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

Restrictions on Communication.

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

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

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

Exceptions to the restrictions on communication with City employees include:

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

Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page until **2:00 p.m., Central Time, on July 10, 2024**. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail.

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

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

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

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

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

Pre-Submittal Conference.

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

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

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

Changes to RFCSP.

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

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

Preparation of Proposals.

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

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

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

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

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

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

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

Description of Supplies.

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

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

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

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

Estimated Quantities for Annual Contracts.

Designation as an “annual” contract is found in the contract’s title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities

are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Respondent's Due Diligence.

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

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

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

Interlocal Participation.

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

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

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

Rejection of Proposals.

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

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

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

The proposal is conditional; or

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

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

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

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

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

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

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

Evaluation and Award of Contract.

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

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

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

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

Inspection of Facilities/Equipment.

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

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

Prompt Payment Discount.

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

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

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

Prohibited Financial Interest.

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

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

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

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

State of Texas Conflict of Interest.

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

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

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

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

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

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

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

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

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

PART B

SUBMISSION REQUIREMENTS

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

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

TABLE OF CONTENTS

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES (FORM 1295).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADDENDA. Sign and submit addenda, if any.

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

EVALUATION CRITERIA

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

Evaluation Criteria:

Experience, Background and Qualifications - 25 points

Proposed Plan - 35 points

Price - 20 points

ESBE Prime Contract Program – 5 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 five (5) evaluation criteria points, **and**

SBE Prime Contract Program – 5 points

Certified SBE firms (see *Small Business Enterprise* definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation

as Prime CONTRACTORs proposing at least 51% SBE participation (Prime and/or Subcontractor) will receive five (**5**) 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-SBE, or non-M/WBE Prime CONTRACTORs through subcontracting to certified SBE or M/WBE firms.

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 BACKGROUND

4.1.1 The City of San Antonio ("City") seeks proposals from qualified contractors interested in providing services described in this RFCSP for the Library Department. These services include custodial service for library facilities such as routine, non-routine and as requested special cleaning tasks. These services must be provided in a manner conducive to the goals of maintaining library facilities in a manner which reflects a positive image to our patrons.

4.1.2 The San Antonio Public Library system currently consists of 30 locations. The contract entails custodial services at all library locations, except Potranco Branch Library, Kampmann Library Portal at the Briscoe Western Art Museum and Molly Pruitt Library at Roosevelt High School. Services will be provided at Central Library only as an augmentation of the current City of San Antonio custodial staff. The City may add additional service outlets as dictated by public service needs. All existing library locations currently function on a 7-day operation, but any change to public service schedule may require a change in custodial needs under this contract. See **SECTION 4.8 PUBLIC OPERATING HOURS/STAFF PREPARATION HOURS/APPROXIMATE SQUARE FOOTAGE** below to see the hours the respective libraries are open for public use, as well as the earliest time that staff will be available at that location.

4.2 GENERAL REQUIREMENTS

The Contractor shall provide following services, with an emphasis on the cleanliness of library facilities and patron satisfaction.

- a. Routine Cleaning
- b. Non-Routine Cleaning
- c. Central Library Augmentation
- d. Event/Meeting Room Set Up

4.2.1 ROUTINE CLEANING

- a. Routine cleaning is defined as those tasks accomplished on a daily or weekly basis.
- b. The routine cleaning tasks are identified in the below sections, which provides a definition of each task and its frequency.

4.2.2 NON-ROUTINE CLEANING

- a. Non-routine cleaning is defined as those tasks accomplished on an irregular basis.
- b. Non-routine work may be performed during hours when routine cleaning is being performed as long as such work does not conflict with routine cleaning, and it is not disruptive to library staff and patrons.
- c. At the City's option, non-routine work may be scheduled during non-operational hours when the facility is not in use by the occupants or public. In those cases, scheduling and coordination will be provided by the Library Department Facilities Manager or designated location manager. The non-routine cleaning tasks are identified in the below sections, which provides a definition of each task and its frequency.

4.2.3 CENTRAL LIBRARY AUGMENTATION

Contractor shall provide temporary augmentation staff under Service Level 3 hourly rate to perform the routine and non-routine custodial services described in this contract on an on-call basis during the morning, evening, or weekend shifts. Contractor must acknowledge the City's request for services and provide the requested number of custodial augmentation staff within a 1-day notice.

4.2.4 EVENT/MEETING ROOM SETUP

Under direction of Library staff, Contractor shall be responsible for setting up, and taking down, tables, chairs, and other equipment needed for events/meetings prior to and immediately afterward the scheduled event/meeting.

4.2.5 Contractor shall provide all supervision, labor, equipment, tools, materials, chemicals, supplies, including, but not limited to, all toilet-use supply items, breakrooms, public areas, etc., and other items or supplies necessary to perform custodial services as outlined in this scope of work. See **SECTION 4.20 CONTRACTOR FURNISHED SUPPLIES**. This list represents a mandatory minimum supply list of items that Contractor is required to furnish. Prices quoted in the Price Schedule include all supplies. The Library reserves the right to request a change of custodial-provided supply based on customer experience, sustainability or City need.

4.2.6 If contractor's employee uses City equipment, the contractor's employee shall be responsible for maintaining and cleaning such equipment.

4.3 PERSONNEL

4.3.1 The Contractor shall provide at least one (1) custodian full time starting one (1) hour prior to operational hours (at all library facilities except for the Central Library) through the end of operational hours. In addition to the one (1) custodian requirement, any additional staffing levels proposed by contractor to achieve satisfactory cleaning services shall be provided by contractor and the cost shall be included the Unit Price per Month (or per Hour, as applicable) stated in Attachment B, Price Schedule.

4.3.2 SUPERVISORS:

Contractor shall provide a competent supervisor responsible for completion of all tasks within the designated areas mentioned in this proposal. The supervisor shall:

- a. Check-in with Library Branch Manager on daily basis or based on operational requirement to make sure work is done by the custodian. Check-in via phone or email is acceptable unless otherwise directed by the Library's Facilities Manager or Facility Coordinator.
- b. Be proficient in reading, writing, speaking, and understanding the English language.
- c. Inspect areas of all buildings on weekly basis or based on operation requirement to ensure completion of tasks described in this contract and correct immediately any discrepancy to include attendance and missing supplies.
- d. Provide a report and credit the City for any non-performed (on time) task, i.e., scheduled floor and carpet maintenance, or any other task for which the scheduled time has reached or overlapped the next scheduled task. The credits will be determined by multiplying average time taken to finish the non-performed task by the hourly rate provided for the special function hours on the price schedule. The average time taken will be discussed with the respondent and calculated accordingly. Vendor hereby promises grant such credits, and City hereby agrees to accept, such credit(s) as liquidated damages, and not as a penalty.
- e. Present a weekly report to the Library Facilities Manager including the problems found and the action taken to correct them. This report shall include the non-routine scheduled tasks and the

satisfactory completion date.

- f. Shall post at all locations the Material Safety Data Sheet (MSDS) for all chemicals and cleaning supplies as well as provide the staff with the Personal Protective Equipment (PPE).
- g. Carry a pager and/or a cell phone to be accessible to correct any problems/discrepancies which may happen at any facility included in this scope of work during the work schedule or as required by the Library Department Facilities Manager or designated Branch Manager.
- h. Provide the Library Department Facilities Manager and/or designated Branch Manager with emergency contact phone numbers of responsible supervisors and management personnel.
- i. Update any changes to contact information for supervisors and management personnel within one (1) day of the change.
- j. Perform only supervisory duties; none of the scheduled custodial tasks shall be assigned to this person unless the assistance is required due to an unforeseen situation.
- k. Have at least three (3) years supervisory experience in all facets of cleaning schedules, use (distribution and mixing) of cleaning chemicals, inspections, personnel management, and associated guidelines and/or policies.
- l. Supervisors will be interacting with the public; therefore, it is mandatory they possess good customer service skills.
- m. If requested by City, Contractor shall ensure Contractor's employees attend library provided training (customer service, safety, etc.) on paid time.
- n. On-site supervisor is not needed for the daily tasks at library branches, but supervisor is needed when non-routine tasks are performed such as shampoo cleaning and floor maintenance.
- o. On-site supervisor is needed for all non-routine tasks irrespective of the time task is performed.

4.3.3 CUSTODIANS:

Contractor shall employ a competent workforce capable of completing all tasks within this proposal. Contractor shall ensure its employees:

- a. Present a neat appearance and be easily recognizable while performing work in library facilities.
- b. Wear distinctive clothing to include appropriate tags/badges with employee name, company name and facial picture provided by Contractor. 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. Are properly trained to perform tasks within the guidelines established by the Occupational Safety and Health Administration before reporting to designated facility.
- e. Are capable of communicating clearly in the English language.
- f. Employees will be interacting with the public; therefore, it is mandatory they possess good customer service skills.

4.3.4 Contractor shall remove and replace any of its employee from providing services under this contract at a City facility at City's request for failure to maintain acceptable levels of performance as judged solely by City. Any employee so removed shall not be reassigned to another City facility.

4.4 CRIMINAL BACKGROUND CHECKS

4.4.1 Contractor is responsible for assessing risk and maintaining effective background check policies and procedures for all employees, staff, and subcontractors responsible for performing services under this contract.

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

4.4.3 Contractor shall remove an employee from service under this contract should Contractor become aware that the employee has been convicted of a crime.

4.5 QUALITY CONTROL: Contractor shall establish and submit as part of its proposal a Quality Control Program to assure the requirements of this RFCSP are met. The program shall include the following as a minimum:

4.5.1 A weekly inspection process detailing how Contractor will service and inspect all the areas specified.

4.5.2 The methodology for proactively identifying deficiencies in the quality of services before the performance level becomes unsatisfactory.

4.5.3 Contractor will maintain a file of all inspection reports conducted by Contractor and any corrective actions taken. This documentation shall be forwarded to the Library Department Facilities Coordinator and/or designated representative on a weekly basis.

4.5.4 Periodic meeting between the contractor Supervisor(s) or Project Manager(s) and City's Library Facilities Manager to review the activities and communicate special requests or reoccurring problems. The frequency of the periodic meeting will be discussed with the contractor after the contract award. The meeting may include a formal tour of each facility. This tour will serve as a method to assess the quality and consistency of cleanliness as well as adherence to cleaning specifications based on inspections by the Facilities manager.

4.6 PHYSICAL SECURITY: Contractor shall be responsible for safeguarding all property within the work areas. At the conclusion of each work period, Contractor will ensure that facilities and equipment are secured. Contractor must report immediately to the Library Department Facilities Manager or designated branch manager any irregularities in any areas serviced, regarding lighting, furniture, broken doors or windows, dispensing equipment in restrooms, or any other condition that may require attention for repair, adjustment, replacement, or correction.

4.7 KEY CONTROL/BUILDING ACCESS CODES: Contractor shall establish and implement methods of ensuring that all keys issued to Contractor by the City are not lost, misplaced, or used by unauthorized persons. **No Keys issued to Contractor may be duplicated.** Contractor shall immediately report any lost keys to the Library Department Facilities Manager. Contractor shall reimburse City for replacement of locks or re-keying as a result of Contractor losing keys or damaging locks. In some cases, keys will not be provided to Contractor. Building Access Codes will be considered and issued as needed/required. Contractor will be briefed on area accessibility prior to contract start date. Contractor shall reimburse City for any fines or fees resulting from false alarms caused by Contractor's failure to activate or deactivate designated security alarms. Keys shall be returned by Contractor to the respective Branch Manager or

Librarian in charge within two (2) hours of opening the following day after the previous night's service. Except for overnight work, all keys shall remain secured on site.

4.8 SERVICE HOURS

PUBLIC OPERATING HOURS/NON-PUBLIC OPERATING HOURS/APPROXIMATE SQUARE FOOTAGE AND ANTICIPATED SERVICE LEVEL

| Location | Address | Public Operating Hours | Non-Public Operating Hours | Approximate Square Footage | Anticipated Service Level |
|-----------------|-----------------------------|--|---|-----------------------------------|----------------------------------|
| Bazan | 2200 Commerce St. W., 78207 | Mon & Tues 12 P.M to 8 PM Wed – Sun 10 A.M to 6 P.M | Mon & Tues 11 A.M to 12 PM Wed – Sun 9 A.M to 10 A.M | 12,000 | 1 |
| Brook Hollow | 530 Heimer Rd., 78232 | Mon & Tues 12 P.M to 8 PM Wed – Sun 10 A.M to 6 P.M | Mon & Tues 11 A.M to 12 PM Wed – Sun 9 A.M to 10 A.M | 14,470 | 1 |
| Carver | 3350 Commerce St. E., 78220 | Mon & Tues 12 P.M to 8 PM Wed – Sun 10 A.M to 6 P.M | Mon & Tues 11 A.M to 12 PM Wed – Sun 9 A.M to 10 A.M | 10,770 | 1 |
| Central | 600 Soledad, 78205 | Mon & Tues 12 P.M to 8 PM Wed – Sun 10 A.M to 6 P.M | Mon & Tues 7 A.M to 12 PM Wed – Sun 7 A.M to 10 A.M | Note: Only Service Level 3 | 3 |
| Cody | 11441 Vance Jackson, 78230 | Mon & Tues 12 P.M to 8 PM Wed – Sun 10 A.M to 6 P.M | Mon & Tues 11 A.M to 12 PM Wed – Sun 9 A.M to 10 A.M | 13,617 | 1 |
| Collins Garden | 200 Park N., 78204 | Mon & Tues 12 P.M to 8 PM Wed – Sun | Mon & Tues 11 A.M to 12 PM | 9,234 | 1 |

| | | | | | |
|------------------|-------------------------------|--|---|--------|---|
| | | 10 A.M to 6 P.M | Wed – Sun 9 A.M to 10 A.M | | |
| Cortez | 2803 Hunter, 78224 | Mon & Tues 12 P.M to 8 PM Wed – Sun 10 A.M to 6 P.M | Mon & Tues 11 A.M to 12 PM Wed – Sun 9 A.M to 10 A.M | 13,065 | 1 |
| Encino | 2515 Evans Rd. E., 78259 | Mon & Tues 12 P.M to 8 PM Wed – Sun 10 A.M to 6 P.M | Mon & Tues 11 A.M to 12 PM Wed – Sun 9 A.M to 10 A.M | 9,800 | 1 |
| Forest Hills | 5245 Ingram Rd., 78228 | Mon & Tues 12 P.M to 8 PM Wed – Sun 10 A.M to 6 P.M | Mon & Tues 11 A.M to 12 PM Wed – Sun 9 A.M to 10 A.M | 12,035 | 1 |
| Great North West | 9050 Wellwood, 78250 | Mon & Tues 12 P.M to 8 PM Wed – Sun 10 A.M to 6 P.M | Mon & Tues 11 A.M to 12 PM Wed – Sun 9 A.M to 10 A.M | 17,032 | 1 |
| Guerra | 7978 Military Dr. W., 78227 | Mon & Tues 12 P.M to 8 PM Wed – Sun 10 A.M to 6 P.M | Mon & Tues 11 A.M to 12 PM Wed – Sun 9 A.M to 10 A.M | 14,452 | 1 |
| Igo | 13330 Kyle Seale Pkwy., 78249 | Mon & Tues 12 P.M to 8 PM Wed – Sun 10 A.M to 6 P.M | Mon & Tues 11 A.M to 12 PM Wed – Sun 9 A.M to 10 A.M | 16,554 | 1 |
| Johnston | 6307 Sun Valley, 78227 | Mon & Tues 12 P.M to 8 PM | Mon & Tues 11 A.M to 12 | 11,428 | 1 |

| | | | | | |
|------------|-------------------------------|--|--|--------|---|
| | | Wed – Sun 10 A.M to 6 P.M | PM Wed – Sun 9 A.M to 10 A.M | | |
| Landa | 233 Bushnell, 78212 | Mon &Tues 12 P.M to 8 PM Wed – Sun 10 A.M to 6 P.M | Mon &Tues 11 A.M to 12 PM Wed – Sun 9 A.M to 10 A.M | 5,252 | 1 |
| Las Palmas | 515 Castroville Rd., 78237 | Mon &Tues 12 P.M to 8 PM Wed – Sun 10 A.M to 6 P.M | Mon &Tues 11 A.M to 12 PM Wed – Sun 9 A.M to 10 A.M | 13,792 | 1 |
| Maverick | 8700 Mystic Park, 78254 | Mon &Tues 12 P.M to 8 PM Wed – Sun 10 A.M to 6 P.M | Mon &Tues 11 A.M to 12 PM Wed – Sun 9 A.M to 10 A.M | 15,525 | 1 |
| McCreless | 1023 Ada, 78223 | Mon &Tues 12 P.M to 8 PM Wed – Sun 10 A.M to 6 P.M | Mon &Tues 11 A.M to 12 PM Wed – Sun 9 A.M to 10 A.M | 12,677 | 1 |
| Memorial | 3222 Culebra, 78228 | Mon &Tues 12 P.M to 8 PM Wed – Sun 10 A.M to 6 P.M | Mon &Tues 11 A.M to 12 PM Wed – Sun 9 A.M to 10 A.M | 9,999 | 1 |
| Mission | 3134 Roosevelt Av., 78214 | Mon &Tues 12 P.M to 8 PM Wed – Sun 10 A.M to 6 P.M | Mon &Tues 11 A.M to 12 PM Wed – Sun 9 A.M to 10 A.M | 16,450 | 1 |
| Pan | 1122 Pyron Av. W., | Mon &Tues | Mon &Tues | 11,322 | 1 |

| | | | | | |
|-------------------------|--------------------------------|---|---|--------|---|
| American | 78221 | 12 P.M to 8 PM Wed – Sun 10 A.M to 6 P.M | 11 A.M to 12 PM Wed – Sun 9 A.M to 10 A.M | | |
| Parman | 20735 Wilderness Oak, 78258 | Mon & Tues 12 P.M to 8 PM Wed – Sun 10 A.M to 6 P.M | Mon & Tues 11 A.M to 12 PM Wed – Sun 9 A.M to 10 A.M | 15,746 | 1 |
| San Pedro | 1315 San Pedro, 78212 | Mon & Tues 12 P.M to 8 PM Wed – Sun 10 A.M to 6 P.M | Mon & Tues 11 A.M to 12 PM Wed – Sun 9 A.M to 10 A.M | 4,000 | 1 |
| Schaefer | 6322 US Hwy 87 E., 78222 | Mon & Tues 12 P.M to 8 PM Wed – Sun 10 A.M to 6 P.M | Mon & Tues 11 A.M to 12 PM Wed – Sun 9 A.M to 10 A.M | 11,600 | 1 |
| Semmes | 15060 Judson Rd., 78247 | Mon & Tues 12 P.M to 8 PM Wed – Sun 10 A.M to 6 P.M | Mon & Tues 11 A.M to 12 PM Wed – Sun 9 A.M to 10 A.M | 15,975 | 1 |
| Thousand Oaks | 4618 Thousand Oaks, 78233 | Mon & Tues 12 P.M to 8 PM Wed – Sun 10 A.M to 6 P.M | Mon & Tues 11 A.M to 12 PM Wed – Sun 9 A.M to 10 A.M | 11,350 | 1 |
| Tobin at Oak Well | 4134 Harry Wurzbach, 78209 | Mon & Tues 12 P.M to 8 PM Wed – Sun 10 A.M to 6 P.M | Mon & Tues 11 A.M to 12 PM Wed – Sun 9 A.M to 10 A.M | 13,060 | 1 |

| | | | | | |
|----------|-----------------------------|---|---|--------|---|
| Westfall | 6111 Rosedale Ct., 78201 | Mon & Tues 12 P.M to 8 PM Wed – Sun 10 A.M to 6 P.M | Mon & Tues 11 A.M to 12 PM Wed – Sun 9 A.M to 10 A.M | 12,304 | 1 |
|----------|-----------------------------|---|---|--------|---|

4.8.1 Closure of Library Locations: On occasion, the Library facilities will be closed. The City will attempt to provide as much advance notice as possible.

4.8.2 Extended Service hours: Emergency situations (structural fire, accidents, rescue operations, civil disturbances, weather emergencies or disasters) may necessitate Contractor to operate on an extended/on call basis. Contractor shall provide these services when requested by the Library Department Facilities Manager. Contractor will respond within two (2) hours of a verbal or written request made by the Library Department Facilities Manager or designated branch manager. Payment for such services shall be based upon the applicable rate shown on the Price Schedule.

4.8.3 Library Service Hour Change: In the event that the Library changes service hours, the contract will be modified by Change Order accordingly.

4.9 SPECIAL FUNCTION HOURS: The Library, on occasion, will host events that will require the need for custodial service to be available. These services are often on evenings and weekends. Library Department Facilities Manager or designated location manager will provide Contractor with at least five (5) business days' written notice of the need for custodians to be available at such events. Payment for such services shall be based upon the applicable rate shown on the Price Schedule, RFCSP Attachment B.

4.10 CONSERVATION OF UTILITIES: Contractor shall be responsible for instructing employees in utilities conservation practices and for operating under conditions which preclude the waste of utilities at City facilities, including:

- a. Lights shall be used only in areas where work is actually being performed;
- b. Mechanical equipment controls for heating, ventilation, and air conditioning systems must not be adjusted by Contractor's employees;
- c. Water faucets or valves shall be turned off after use, and hoses shall be disconnected from faucets when not in use.
- d. Abide by any water restrictions enacted by the San Antonio Water System.

4.11 TECHNOLOGY USAGE: Contractor and its employees shall not use City's telephones, or any similar communication devices for personal reasons or for any toll free or long-distance calls. City telephones may be used to call 9-1-1 in the event of an emergency.

4.12 LOST AND FOUND PROPERTY: Contractor shall be responsible for ensuring that all items of possible personal or monetary value found by Contractor's employees are turned in to City's designated Branch Manager.

4.13 CONTRACTOR STORAGE AREAS: Contractor will be provided limited storage space for equipment and supplies. All areas provided to Contractor shall be kept clean and neat. The City is not liable for any loss or damage to any Contractor supplies or equipment while stored in library facilities. Contractor is responsible for following proper storage handling rules and regulations and adhering to all applicable codes related to chemical handling. Current Material Safety Data Sheets must be available in all chemical storage

areas at all times. These forms must be provided to the Library Facility Manager and/or designated representative. All containers shall be labeled to identify the type of chemical contained, to include spray bottles, buckets, cans, etc.

4.14 AREA COVERAGES: The services under this contract shall apply to all Library facilities identified herein, except for, the hourly rate augmentation services for Potranco Branch Library and Molly Pruitt Library at Roosevelt High School and Service Level 3 augmentation services the Central Library. Library facilities include the common public areas, staff areas, public restrooms, and meeting rooms and exterior areas to the extent described herein.

4.15 ENTRANCE AND EXIT PROCEDURES: All Contractor employees who are assigned to library facilities will be required to follow the below listed entrance procedures.

4.15.1 Employees reporting to work will report to the designated sign-in location to sign-in and obtain badges and assigned keys from Librarian in Charge.

4.15.2 City requires that Identification Badges be issued by contractor and worn by custodial staff at all times.

4.15.3 All workers must report to the designated Librarian in Charge at the end of each shift to return assigned keys, badges and to sign-out before leaving the premises at all times.

4.15.4 When Contractor's employees are working in a library facility during hours that the library is not open to the public and no library staff are present, the custodians will be responsible for maintaining the security of the facility and its contents. When work has concluded, Contractor's employees must depart the building via the exit with RFID gates and the Contractor's crew leader will depart the building by separate entrance once the security system has been engaged.

4.16 SANITARY PRODUCT DISPENSER

4.16.1 Contractor is responsible for furnishing sanitary products: Stay Free Pads, Playtex Tampons, Kotex or Tampax Tampons, Maxi thins or equals at all library facilities under this contract. The grade of this product must be acceptable to the City and changes in brand may be done only with written permission of the City. The sanitary products must be compatible with the dispenser. Please see RFCSP Exhibit III - Sanitary Dispenser diagram to understand dispenser and product specifications.

4.16.2 Currently, sanitary dispensers are installed at all Library locations with the exception of Molly Pruitt Library at Roosevelt High School, Kampmann Library Portal at Briscoe National Western Art Museum, Potranco Branch Library and Central Library. The contractor shall refill the dispenser where dispensers are installed.

4.16.3 The contractor is not responsible for repairing or replacing sanitary product dispensers/machines under this contract.

4.16.4 Contractor will not remove any sanitary product maintained under this contract. Contractor shall provide the product and refill the machine as needed. City's designated branch manager will possess the keys for access to the compartment. Contractor will not alter these machines.

4.16.5 Contractor is expected to follow the City of San Antonio recycling procedure(s) as shown in Administrative Directive 9.1, Recycling Participation, attached hereto as RFCSP Exhibit II.

4.17 ROUTINE CLEANING TASKS

These services will be performed at all library locations, including Central Library if Service Level 3 is utilized. Frequency and hours performed are the same for the branch locations, unless otherwise noted below.

4.17.1 REMOVE TRASH: Contractor will pick up and remove trash and replace plastic liners within respective library property boundaries, both in and outdoors. All wastebaskets, cigarette butt receptacles (ashtrays, butt cans, etc.) and other trash containers shall be emptied and returned to their proper locations. All trash receptacle liners shall be replaced. All trash shall be deposited in the nearest outside trash collection container provided by the Library Department. On trash pickup day or the evening before for early trash pickup, trash collection containers will be placed by the curb or the loading dock trash bins at Central Library as designated by the Library Department Facilities Manager or designated branch manager. In addition, at Parman Library only, Contractor will empty the dog waste trash receptacle.

FREQUENCY: Daily

PERFORMED: Public Operating Hours and Non-Public Operating Hours

4.17.2 SWEEP FLOORS: After the floor has been swept, the entire floor surface, including corners and abutments, will be free of litter, dust, and foreign debris. Chairs, trash receptacles and easily moveable items shall be tilted or moved to sweep underneath. All furniture will be returned to its original position upon completion of the task.

FREQUENCY: Daily

PERFORMED: Public Operating Hours and Non-Public Operating Hours

4.17.3 LOW DUSTING: Low dusting will consist of the removal of all dust, lint, litter, and dry Soil from the surfaces of desks, chairs, file cabinets, bookshelves, and other types of office furniture and equipment and from horizontal ledges, windowsills, handrails, etc. to a line not to exceed 10' above floor level. Venetian blinds, where installed, are included in low dusting.

FREQUENCY: Weekly

Central: Daily

PERFORMED: Public Operating Hours and Non-Public Operating Hours

4.17.4 SPOT CLEANING: Remove smudges, fingerprints, marks, streaks, etc., from washable surfaces of walls, partitions, fixtures, doors, and floors including, but not limited to, carpet, vinyl. composition tile, ceramic tile, and wood. Germicidal detergent shall be used in restrooms, break areas, and drinking fountains. Brass hardware, aluminum bars, escalator landings, elevator's tracks and other metal on doors, stalls and cigarette urns shall be polished with an appropriate polishing compound. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots, and other evidence of removed soil. Proper techniques and cleaning solutions must be used in order to prevent discoloration or any type of damage to surfaces.

FREQUENCY: Daily

PERFORMED: Public Operating Hours and Non-Public Operating Hours

4.17.5 GLASS CLEANING: Glass includes all glass partitions, interior and exterior glass doors, windows, display cases, directory boards, cashiers, security control stations, mirrors, and adjacent trim. After glass cleaning there shall be no traces of film, dirt, smudges, water, and other foreign

matter.

FREQUENCY: Daily

PERFORMED: Public Operating Hours and Non-Public Operating Hours

4.17.6 CLEAN HIGH TOUCH AREAS: In relation to reducing the spread of potential illness such as flu, provide more frequent cleaning of “high touch” areas.

FREQUENCY: Daily

PERFORMED: Public Operating Hours and Non-Public Operating Hours

4.17.7 CLEAN ENTRANCES/WALKWAYS/TERRACES/PATIOS AND BALCONIES: Contract shall sweep all entrances, floor mats, walkways, terraces, patios, and balconies and pick up trash before normal public operating hours. Wash all entry floor mats weekly. Trash pickup includes all of the library grounds and includes emptying and replacing all trash liners.

FREQUENCY: Daily, except as noted.

PERFORMED: Public Operating Hours and Non-Public Operating Hours

4.17.8 CLEAN PARKING LOTS: Contractor shall pick up trash in the library facility parking lots. During periods of heavy rainfall, Contractor shall, at City’s request, sweep designated areas of the parking lot in order to remove collected dirt and debris.

FREQUENCY: Twice Daily

Central: Minimum Twice Daily and As Required

PERFORMED: Public Operating Hours and Non-Public Operating Hours

4.17.9 CLEAN AND DISINFECT RESTROOMS: Remove Trash, Sweep Floor, Mop Floor, Low Dusting, Spot Clean, Glass Cleaning, Clean and Disinfect Toilet Bowl, Clean Lavatories, Clean and Disinfect Urinals, Refill Dispensers, Clean Partitions, Clean Stalls, Clean Walls, Clean All Other Fixtures Not Covered Above, Wet floor signs must be prominently displayed to prevent injury to library staff and the public, Clean and Disinfect Diaper Changing Stations

FREQUENCY: Minimum of Three Times Daily and as required to maximize the cleanliness of the restrooms for library patrons

PERFORMED: Public Operating Hours and Non-Public Operating Hours

4.17.10 INSPECT AND RESUPPLY RESTROOMS: Restrooms must be inspected at least three times daily (morning, afternoon, and evening) and as required (Central: every 30-45 minutes) and as required and shall be stocked with a minimum of a two-day supply of toilet paper, towels, soap, or other supplies.

FREQUENCY: Three Times Daily (Morning, Afternoon, Evening)

Central: Minimum Every 30-45 minutes and as needed

PERFORMED: Public Operating Hours and Non-Public Operating Hours

4.17.11 RECYCLING PROGRAM: Contractor shall participate in the City's paper, aluminum, and plastic recycling program. Contractor shall pickup recycled materials contained in specially marked containers, in and outside the facility, and deposit same in a designated location at each facility. On trash pickup day, Contractor shall place recycling containers by the curb or the loading dock trash bins at Central Library as designated by the Library Department Facilities Manager or designated branch manager.

FREQUENCY: Twice Weekly

Central: Daily

PERFORMED: Public Operating Hours and Non -Public Operating Hours

4.17.12 WASH DOWN RESTROOMS: Restroom ceramic and partition walls must be washed off, scrubbed, and dried. Sheetrock walls must be thoroughly cleaned. All fixtures with the exception of hand dryer must be washed down, scrubbed, and dried. Ceramic floors must be buffer scrubbed, cleaned, and dried. Restroom must be restocked after full cleaning.

FREQUENCY: Weekly

PERFORMED: Non-Public Operating Hours

4.17.13 DRY BUFFING: After dry buffing, floors shall present a uniform glossy appearance. Buffing will only be done after cleaning of floors. Dry buffing shall be accomplished using a snap back solution.

FREQUENCY: Monthly

Central: Minimum Twice Weekly and As Required

PERFORMED: Non-Public Operating Hours

4.17.14 FLOOR BURNISHING: After dry buffing, floors shall present a uniform glossy appearance. Buffing will only be done after cleaning of floors. Burnishing shall be accomplished using a snap back solution.

FREQUENCY: Monthly

4.17.15 CLEAN UP TO 10 FEET INTERIOR AND EXTERIOR WINDOW SURFACES: After cleaning, all traces of film, dirt, smudges, water, and other foreign matter shall have been removed from frames, casings, sills, and glass.

FREQUENCY: Minimum Weekly and As Required

PERFORMED: Public Operating Hours and Non-Public Operating Hours

4.17.16 LAS PALMAS/BENAVIDES LEARNING CENTER: The Las Palmas Branch Library located at 515 Castroville Road is a joint-use facility with the San Antonio Health Department. The Library is located on the west side of the building and there is a common hallway with meeting room and restroom access. The hallway, restrooms and meeting room are included in the square footage of the location and need to be maintained using the same standards as mentioned elsewhere in this contract.

FREQUENCY: Minimum of Three Times Daily and as required the cleanliness of the restrooms for the public.

PERFORMED: Public Operating Hours and Non-Public Operating Hours

4.17.17 CLEAN WINDOW LEDGES (SAFELY REACHABLE): Exterior window ledges, not to exceed 10 feet in height, must be cleaned of bird droppings, dust, grime, and other foreign matter.

FREQUENCY: Minimum Weekly and As Required

PERFORMED: Public Operating Hours and Non-Public Operating Hours

4.17.18 SPOT CLEANING OF CARPET: All carpet will be cleaned utilizing accepted carpet cleaning practices. This cleaning will be upon request of the Library Department Facilities Manager or designated Branch Manager.

FREQUENCY: As Required (will be less often than weekly)

PERFORMED: Non-Public Operating Hours

4.17.19 CHANGING LIGHT BULBS/FLOURESCENT TUBES: Contractor shall change all safely reachable light bulbs/tubes not to exceed 10 feet in height. Light bulbs will be supplied by the City.

FREQUENCY: As Required

PERFORMED: Public Operating Hours and Non-Public Operating Hours

4.17.20 CHANGING TIME ON CLOCKS: Contractor shall change all clocks during the semi-annual time change, as applicable.

FREQUENCY: Every Six Months

PERFORMED: Public Operating Hours and Non-Public Operating Hours

4.17.21 HIGH DUSTING: High dusting consists of the removal of all dust, lint, litter, and dry soil from all surfaces exceeding 10 feet in height.

FREQUENCY: Every three Months

Central: Every 3 Months

PERFORMED: Public Operating Hours and Non-Public Operating Hours

4.17.22 INDOOR GRAFFITI REMOVAL: Contractor shall remove graffiti (tagging) of library facilities' interiors. Most graffiti is removed with cleanser and rag. More difficult graffiti should be reported to Library Department Facilities Manager or designated branch manager so that other arrangements can be made.

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| FREQUENCY: | Minimum Quarterly and As Required |
| Central: | Daily |
| PERFORMED INTERIOR: | Public Operating Hours and Non-Public Operating Hours |

4.17.23 SHAMPOO CARPET: 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.

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| FREQUENCY: | Quarterly |
| Central: | Monthly |
| PERFORMED: | Non-Public Operating Hours and Non-Public Operating Hours |

4.17.24 FLOOR MAINTENANCE: All vinyl composition tiles (VCT), ceramic and other type installed tiles, wood, sheet vinyl, laminate, and all floors which require floor maintenance techniques, as determined by City, shall receive floor maintenance. Floor maintenance includes stripping of old wax and the application of a sealant and (2) two coats of (20% solids or equivalent to 100% solids of floor finish to all floor areas. After receiving floor maintenance, the entire floor shall have a coating of floor finish having a uniform glossy appearance, and be free of litter, dust, foreign debris, scuff marks, heel marks, and other stains and discoloration. All floor maintenance solutions shall be removed from baseboards, furniture, trash receptacles, etc. Chairs, trash receptacles and easily moveable items shall be moved to maintain floor underneath. All moved items shall be returned to their proper position when all operations are completed. Floor maintenance includes the techniques of stripping, application of sealant and floor finish and buffing required, achieving the above stated results. Floor finish is only to be applied to floor surfaces which have been thoroughly cleaned. All concrete, epoxy and rubber flooring surfaces shall be swept and mopped to achieve a clean appearance. After floor cleanings, Contractor personnel shall return the facility to its original condition, i.e., return furniture to its original placement so that City staff will not have to arrange the furniture before opening to the public the following morning.

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| FREQUENCY (Strip and Wax): | Monthly at McCreless, Every six months at remaining Branches. |
| FREQUENCY (Recoat): | Quarterly |
| PERFORMED: | Non-Public Operating Hours and Non-Public Operating Hours |

4.17.25 BREAK ROOM CLEANING: Library staff is responsible for cleaning up after themselves when using the breakroom. However, Contractor shall periodically clean the break room, including the refrigerator, microwave, and stove.

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| FREQUENCY: | As Required |
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PERFORMED: Public Operating Hours and Non-Public Operating Hours

4.17.26 RAISING/LOWERING FLAGS: The United States and Texas flags must be displayed on a daily basis. The Air Quality Alert flag must be displayed as dictated by the City of San Antonio. Contractor shall raise and lower flags in accordance with standard flag etiquette. Contractor shall adjust flag to half-staff based on notification by designated library manager.

FREQUENCY: Daily

Central: Minimum Daily and As Required

PERFORMED: Public Operating Hours and Non-Public Operating Hours

4.17.27 EVENT or MEETING ROOM SET-UP: In preparation for specific events at a branch location or Central Library, Contractor shall set up tables, chairs, etc. and take remove them once the event has concluded.

FREQUENCY: As Required

Central: As Required (Typically between 2-3 daily setups)

PERFORMED: Public Operating Hours and Non-Public Operating Hours

4.17.28 FLYERS, POSTERS, BANNERS, AND CAMPAIGN SIGNS: In coordination with library staff, assist in the display of flyers, posters, and banners.

FREQUENCY: As Required

PERFORMED: Public Operating Hours and Non-Public Operating Hours

4.17.29 MINOR LANDSCAPE MAINTENANCE: On an as needed basis, hand watering of landscaped areas including, but not limited to plants, bushes, flowers, trees, and grass. This task includes the periodic water replenishment of tree gator bags.

FREQUENCY: As Required

PERFORMED: Public Operating Hours and Non-Public Operating Hours

4.17.30 WEATHER PREPARATION: During freezing weather conditions, Contractor shall distribute de-icing agents provided by the City on walkways. Contractor will weatherproof outdoor spigots using weatherproofing materials provided by the City.

FREQUENCY: As Required

PERFORMED: Non-Public Operating Hours

4.17.31 LANDA BRANCH LIBRARY AND ASSOCIATED LANDA GARDENS: Contractor shall empty trash containers and replace plastic liners, regardless of the distance of the trash container from the

building.

FREQUENCY: **Daily**
PERFORMED EXTERIOR: Public Operating Hours and Non-Public Operating Hours

4.17.32 BOOK DROPS: Contractor will ensure the cleanliness of the interior and exterior of the outside book drops.

FREQUENCY: **As Requested By Library Staff**
PERFORMED EXTERIOR: Public Operating Hours and Non-Public Operating Hours

4.17.33 DISPOSING OF WITHDRAWN OR DISCARDED LIBRARY MATERIALS: Contractor shall assist in the process of disposing of library materials that have been withdrawn from the library collection. Contractor shall assist staff in the removal of book covers and dust jackets and placing item in recycle bins.

FREQUENCY: **As Required (will be less often than weekly)**
PERFORMED: Public Operating Hours and Non-Public Operating Hours

4.17.34 SPOT CLEANING OF UPHOLSTERED FURNITURE: All furniture (upholstered and non-upholstered) will be cleaned utilizing accepted furniture cleaning practices. This cleaning will be upon request of the Library Department Facilities Manager or designated Branch Manager.

FREQUENCY: **As Required (expected less often than weekly)**
PERFORMED: Non-Public Operating Hours

4.17.35 REMOVE & DISCARD CAMPAIGN SIGNS: Picking up campaign signs after the election has concluded.

FREQUENCY: **As Required (will be during local and federal election periods only)**
PERFORMED: Public Operating Hours and Non-Public Operating Hours

4.17.36 OUTDOOR EXERCISE STATIONS AT MISSION, PARMAN, MEMORIAL AND TOBIN AT OAKWELL, Encino:

Contractor shall empty trash containers and replace at outdoor exercise stations and replenish Degradable Dog Waste Pick-Up Bags at the Parman location.

FREQUENCY: **Daily**
PERFORMED: Public Operating Hours, Non-Public Operating Hours

4.17.37 SANITARY DISPENSER: Contractor shall refill the sanitary dispenser on as needed basis or informed by branch manager.

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| FREQUENCY: | As Required (will be every two weeks) |
| PERFORMED: | Public Operating Hours, Non-Public Operating Hours |

4.18 NONROUTINE CLEANING TASK DEFINITION AND FREQUENCY: Nonroutine services are upon request by City on an as-needed basis.

4.18.1 PRESSURE WASHING: Contractor shall perform pressure washing of outdoor surfaces such as walls (up to 12 feet), sidewalks, entry way and driveways, upon request by the Library Department Facilities Manager or designated branch manager adhering to San Antonio Water Systems (SAWS), guidelines, policies, and restrictions. Cleaning agents must be approved in advance by Library Facilities Manager or his designee.

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| FREQUENCY: | On Demand |
| PERFORMED: | Non-Public Operating Hours |

4.18.2 OUTDOOR GRAFFITI REMOVAL: Contractor shall removal graffiti (tagging) of library facilities' exteriors. Most graffiti is removed with cleanser and rag. More difficult graffiti should be reported to Library Department Facilities Manager or designated branch manager so that other arrangements can be made.

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| FREQUENCY: | On Demand |
| PERFORMED: | Public Operating Hours and Non-Public Operating Hours |

4.18.3 SPECIAL EVENTS: Contractor shall provide custodial services at Library facilities for special after hour events if requested by Event Sponsors pursuant to contracts entered into between Contractor and Event Sponsors. The particular custodial requirements shall be specified in the contract between Contractor and Event Sponsor. These services shall be scheduled and arranged by Event Sponsor. City is not a party to a contract between Contractor and Event Sponsor and is not liable for payment to Contractor for its services to Event Sponsor. Contractor shall inform City of its hourly rate for the provision of services to Event Sponsors, which will include labor, chemical and cleaning supplies. Contractor shall notify City if it changes its rates. Contractor may refuse to perform services for Event Sponsors if Contractor is unable to negotiate a contract that is acceptable to both Contractor and Event Sponsor. Event Sponsors may use the custodial services of another party. City is not granting an exclusive right to Contractor to provide custodial services to Event Sponsors by this contract.

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| FREQUENCY: | On Demand |
| PERFORMED: | Public Operating Hours and Non-Public Operating Hours |

4.19 AUGMENT CENTRAL LIBRARY CUSTODIAL STAFF: Augmented custodial staff for Central Library are utilized as needed and it should be assumed that these services when requested will utilize one (1) custodial staff member unless otherwise stated. Contractor shall augment, upon advance notice request, Central Library custodial staff by providing custodians who shall work Monday through Sunday from 7:00 a.m. – 11:59 p.m. with a one-hour lunch break. City shall, depending on the level of augmentation, the custodian may have a 40 hour, or less, schedule and be allowed to take a one-hour lunch. Contractor's

custodians must remain in contact with Library Custodial Services Supervisor/Crew Leader by radio, which will be provided by City during the custodian's shift. Custodians shall pick up the radio from the Library Custodial Services Supervisor/Crew Leader or his designee at the beginning of each shift and leave it with the Library Custodial Services Supervisor or his designee at the end of each shift. Contractor's custodians shall perform all routine and non-routine cleaning tasks as defined in the scope of work. Regardless of the required contact with City's staff person at this location, Contractor's custodians shall, at all times, remain the employees of Contractor, under Contractor's direct supervision and control. If the work assigned is not being performed properly, City shall notify Contractor's designated representative, who shall be responsible for ensuring all tasks are completed. Contractor furnished supplies will not be required for augmentation staff.

4.20 CONTRACTOR FURNISHED SUPPLIES AND EQUIPMENT:

4.20.1 Contractor shall furnish all cleaning and custodial maintenance supplies and commercial equipment necessary to perform the services specified under this contract to all library facilities except central library. The contractor needs to **provide Sanitary products to all serviced locations to exclude the Central library.**

4.20.2 Contractor shall maintain a minimum standard of supplies in order to fulfill the requirements of this proposal. The following is a sample list of supplies, equipment and materials which must be furnished by Contractor. Samples may be requested.

- a. Bathroom tissue (2 ply only) and Sanitary products. City reserves the right to specify a specific brand of toilet tissue if Contractor fails to provide toilet tissue acceptable to the City.
- b. Paper towels, natural or white, rolled or folded, in designated restrooms, lavatories, to include manual and motion sensor, battery operated dispensers. City reserves the right to specify a specific brand of paper towels if Contractor fails to provide paper towels acceptable to the City.
- c. Plastic liners for all waste receptacles. The waste receptacle liners must be of transparent (clear) material and be a minimum 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, deodorizers, grease absorbent cleaning material, supplies and equipment required to comply with the contract.
- i. Buffers, vacuum cleaners, carpet shampoo machines, etc. High speed buffers for buffing and low speed buffers for stripping.

4.20.3 Contractor will utilize environmentally friendly (green) products whenever possible. In addition,

Contractor is encouraged to use products where the packaging is as light as possible and, where reasonably practical, are made from recycled materials and are recyclable themselves.

- 4.20.4** Contractor must provide hand soap, bathroom tissue and paper towels compatible with currently installed containers/dispensers. The City reserves the right to specify a specific brand of hand soap if Contractor fails to provide hand soap acceptable to the City. Should the Library Department replace and/or upgrade existing types of containers/dispensers, Contractor will be required to provide products used with these new containers/dispensers at no additional cost to the City.
- 4.20.5** At designated Library locations, Contractor will supply Degradable Dog Waste Pick-Up Bags compatible with currently installed containers/dispensers. Should the City change the current containers/dispensers, Contractor will be required to provide products used with these new containers/dispensers at no additional cost to City.
- 4.20.6** Contractor shall provide and maintain all power tools, machines, and equipment necessary to perform the cleaning and custodial maintenance services specified under this contract. All equipment must be maintained in first-class working condition, satisfactory to the Facility Coordinator. Contractor shall use all supplies and equipment in accordance with manufacture's direction. Spare parts, spare equipment, or both, must be available for repair or replacement of broken items within 24 hours.
- 4.20.7** Contractor shall furnish Facilities manager all MSDS (OSHA Form 174) for each product stored at and/or used in each facility. A MSDS must accompany each product shipment to each facility.
- 4.20.8** In addition, Contractor shall provide Facilities Manager with a master MSDS notebook to be on file at the City's Administrative Offices. All MSDS sheets are to be in place prior to initiation of contract and updated as required.

4.21 PRICING

4.21.1 The Contractor shall provide fixed monthly price for performing all routine cleaning tasks at all library facilities based on the requested hours and proposed number of custodians at each location. In the event of a Service Level change mid-month, the contractor shall prorate the monthly price for Service Level 1 and adjust to charging to for new Service Level. Prices for Service Levels 2 and 3 shall be hourly rather than monthly in accordance with the Price Schedule. If there is a change in the requested hours within the same Service Level, but number of requested hours remains the same, pricing will not change.

Example: City library facilities operates for eight hours, and the City would like a custodian to arrive onsite one hour early before public operating hours as mentioned in 4.3.1, so a custodian will be onsite for 9 hours total. If the City reduces public operating hours from 8 hours to 5 hours, then the contractor will prorate the monthly price accordingly. If the City changes the public operating hours from 12 to 8 to 8 to 4, then the contractor shall keep the same monthly pricing as the number of hours (i.e., 9 hours) for a custodian to be onsite has not changed.

4.21.2 In the event library facility is closed due to construction or other reasons, the contractor shall not provide services nor invoice the City until library is open again and contractor is informed by Facilities Manager to resume the services.

4.21.3 At all library facilities a physical supervisor is not needed during operating hours. However, supervisor shall perform duties specified under 4.3.2.

4.22 SERVICE LEVELS:

4.22.1 Day or night custodial support (Service Level 1, through 3): 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 hour break for any support working 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 section 4.18 Routine Cleaning Tasks and in the contract. These custodial functions shall include but are not limited to Trash Removal, Sweep Floors, Low Dusting, Spot Cleaning, Glass Cleaning, Recycling Program, Clean Entrances / Walkways / Terraces / Patios and Balconies, Clean Parking Lots, Clean and Disinfect Restrooms, Inspect and Resupply Restrooms, Wash Down Restrooms, Dry Buffing, Floor Burnishing, Clean interior, and exterior Window Surfaces (up to 10 feet), Clean Window Ledges (safely reachable), and Spot Clean Carpet. The City will select the days and hours for Respondent to provide services at each location.

- a) **Service Level 1 (Daily normal, branches):** Monday through Sunday, at least one custodian cleaning for a total of eight (8) hours a day during a combination of facility's public operating and non-public operating hours (56 hours per week).
- b) **Service Level 2 (Branch Closure & Staff Present):** Sunday through Saturday, on an as needed basis as determined by City, one custodian required during facility's truncated service schedule. Custodians used in this service level will be charged at the applicable hourly Custodian rate indicated on Attachment B- Price Schedule.
- c) **Service Level 3 (Augment of Custodial Services):** Sunday through Saturday, on an as needed basis as determined by City, at least one custodian required during business hours. Augmented custodial services include spot cleaning, deep cleaning as well as daily, normal custodial services. Custodians used in this service level will be charged at the applicable hourly Custodian rate indicated on Attachment B- Price Schedule.

4.22.2 Truncated Custodian Support (Service Level 4 / No Services): In order to support an adjusted operation schedule, Respondent will not provide custodian(s) at facilities normally requiring custodial services during the facility's standard hours of operation (e.g., due to construction activity, etc.)

The City anticipates a budget range for the contract of \$1.2 million to \$1.5 million for year one.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term:

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

Renewals:

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

Temporary Short-Term Extensions.

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

Temporary Contract Pending Award of Contract by City Council

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

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

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

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

Internal / External Catalog.

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

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

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

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

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

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

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

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

Catalog Updates.

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

Insurance

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

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

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

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

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

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

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

| <i>INSURANCE TYPE</i> | <i>LIMITS</i> |
|--|---|
| 1. Workers' Compensation 2. Employers' Liability | Statutory \$1,000,000/\$1,000,000/\$1,000,000 |
| 3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury *d. Independent Contractors *e. Damage to property rented by you f. Sexual Abuse/Molestation | For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella Liability Coverage must be on a per project aggregate. e.\$100,000 |
| 4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles | Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence. |
| *If Applicable | |

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

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

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

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

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

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

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

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

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

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

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

Workers' Compensation:

Definitions:

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

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

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the City that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the

Division's section of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

Incorporation of Attachments.

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

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

- Exhibit I – Small Business Economic Development (SBEDA) Program
- Exhibit II – Recycling Participation
- Exhibit III – Sanitary Dispenser Diagram
- Exhibit IV – Restroom Assessment

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

Failure to Deliver. When delivery is not met as provided for in the contract, the City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition

to any other direct, indirect, consequential, or incidental damages incurred by the City as a result thereof. In addition, Vendor may be removed from the City's list of eligible Respondents.

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

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

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

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

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

Invoicing and Payment.

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

accounts.payable@sanantonio.gov

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

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

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

Information Required on Invoice.

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

Payment by City.

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

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

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

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

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern. Unless otherwise provided in the Supplemental Terms and Conditions section of this document, all prices shown on the Price Schedule shall remain firm for the duration of the contract. Vendor's price

stated on the Price Schedule shall be deemed a maximum price. Vendor may provide a lower price at any time during the contract period for reasons deemed appropriate by Vendor, such as volume discount pricing for large orders.

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

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

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses,

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

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

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

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

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

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal

hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

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

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

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

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

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

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

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

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

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

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

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

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

State Prohibitions on Contracts:

This section only applies to a contract that:

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

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists

to make a profit. This term does not include a sole proprietorship.

Prohibition on Contracts with Companies Boycotting Israel.

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

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

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

Prohibition on Contracts with Companies Boycotting Certain Energy Companies.

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

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

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

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

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

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

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

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

HEAT ILLNESS PREVENTION ORDINANCE 2023-08-31-0585

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

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

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

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

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

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

City Data

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

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

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

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

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

007 - SIGNATURE PAGE

By submitting a proposal, Respondent represents that:

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

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

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

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

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

Respondent Information

Please Print or Type

Vendor ID No. _____

Signer's Name _____

Name of Business _____

Street Address _____

City, State,
Zip Code _____

Email Address _____

Telephone No. _____

Fax No. _____

City's Solicitation No. RFCSP 24-065, RFX# 6100018286

Signature of Person Authorized to Sign Proposal

008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS

RFCSP ATTACHMENT A, PART ONE

GENERAL INFORMATION

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

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

Respondent Name: _____

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

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

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____

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

DUNS NUMBER: _____

Unique Entity ID (generated by SAM.gov): _____

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

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

☐ Partnership

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

Also, check one: ☐ Domestic ☐ Foreign

☐ Other; if checked list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

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

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

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

List Related Companies:

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ____ No ____

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

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

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

5. Where is the Respondent’s corporate headquarters located? _____

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

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

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

Years _____ Months _____

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

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

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

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

Years _____ Months _____

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

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity? Yes ____ No ____ If “Yes”, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

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

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

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

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

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

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

11. Previous Contracts:

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

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

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

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

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

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

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

REFERENCES

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

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

RFCSP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND AND QUALIFICATIONS

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

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

RFCSP ATTACHMENT A, PART THREE

PROPOSED PLAN

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

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

2. **Custodial Services Plan** – Outline your customer service plan and prepare and submit narrative responses to address the following items:

3. **Ramp Up Plan** – Describe how Respondent will ramp up to meet the City's custodial service requirements to implement contract by January 1, 2025. Provide information such as badging and staffing, availability of products, stocking supplies and equipment. Indicate what the timeframes are for Respondents to be able to mobilize upon contract award. Indicate what communications solutions Respondent will employ to meet the requirements and Reporting. Does respondent have current staff to support a new contract, or will you need to recruit? If you recruit, where will you recruit from?

4. **Staffing Plan** – Describe Respondent Staffing Plan for providing Custodial Services at City Library Facilities. Provide a weekly staffing schedule which shows how the Respondent will cover all shifts. Provide the Respondent standard job description for Shift Supervisor and Janitor positions. Provide a color photograph of the Respondent proposed uniform.

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.

- a. Describe the number of Supervisor(s), custodians, and/or Project Manager(s) that will be assigned to the contract. Indicate the proposed time frame for performing custodial services at each location, i.e., between the hours of 1:00 pm – 3:00 pm; all day; etc.
- b. Site: Provide the address of the facility which you will use for this project. Describe your current capacity to serve the contractual duties of this contract as well as additional capacity that you will need as a result of this contract. If additional resources are needed, describe your plan for acquiring these resources. Pictures or lists of equipment/resources readily available to perform required services may be used to expand or clarify.
- c. Describe process for performing Criminal Background Checks on all employees and retention procedure for maintaining background checks.
- d. 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: () _____

General Manager Phone Number: () _____

- e. Complete the Staffing Plan included below as paragraph 16 and indicate the proper number of custodians to successfully complete the requirements at each location.

5. **Quality Assurance/Quality Control (QA/QC) Plan** – Describe Respondent current QA/QC Plan to include procedures and personnel utilized for quality control, problem resolution, self – assessment, interaction with City, and control of subcontractors' performance, if any. Explain how your current procedures meet the needs of your current customers. Provide Respondents Proposed Plan to meet with Facility Coordinators to review performance issues.

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

7. **Customer Service Plan** – Describe Respondent customer service plan and discuss lines of communication and interaction with City customers, including City Staff and others.

8. **Training Plan** – Describe training and instruction programs that Respondent will provide to its employees working assigned to perform these custodial services. What does training program consist of? List class name provided to respondent employees, and frequency of training and/or refresher training.

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

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

11. **Communication** -Describe Respondent communication plan with Managers, Supervisors and Custodians. Describe devices to be utilized for quick communication access, customer service plan and discuss lines of communication and interaction with City customers, including City Staff and others. Describe any custodial management software programs or self-service applications that your firm currently has in place. These can be used to track employees, log work, track inventory or any other capabilities.

12. **Security** - Describe Respondents plan and security measures to be taken to ensure all locations are secured during and at the conclusion of each work period. Describe plan for notifying Facility Coordinator of any facilities issues or irregularities or damages. Describe how Respondent shall establish and implement methods of ensuring that all keys and security codes for building access issued to Contractor by the City are not lost, misplaced, or used by unauthorized personnel.

13. **Equipment Maintenance**- Describe plan to maintain your cleaning equipment in good working operating condition.

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

15. Submit a copy of the Respondent's Heat Illness Prevention and Safety Plan.

16. Complete the staffing chart shown below. Note that this chart will be part of the contract, if awarded, and will represent the minimum staffing levels that you will be required to maintain throughout the contract's term. Chart reflects Service Level 1.

INDICATE THE PROPOSED NUMBER OF CUSTODIANS AND PROPOSED DAILY WORKING HOURS TO SUCCESSFULLY COMPLETE THE REQUIREMENTS AT EACH LOCATION

| | | PROPOSED NUMBER OF HOURS | | | | | | | | |
|--------------------|----------------------|--------------------------|--------|---------|-----------|----------|--------|----------|----------------------------------|--|
| Library Facilities | Number of Custodians | Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Total Weekly Hours Per Custodian | Total Extended Weekly Hours for All Custodians |
| Bazan | | | | | | | | | | |
| Brook Hollow | | | | | | | | | | |
| Carver | | | | | | | | | | |
| Central | NA – Service level 3 | NA | NA | NA | NA | NA | NA | NA | NA – Service level 3 | NA – Service level 3 |
| Cody | | | | | | | | | | |

| | | | | | | | | | | |
|--------------------|--|--|--|--|--|--|--|--|--|--|
| Collins Garden | | | | | | | | | | |
| Cortez | | | | | | | | | | |
| Encino | | | | | | | | | | |
| Forest Hills | | | | | | | | | | |
| Great Northwest | | | | | | | | | | |
| Guerra Branch | | | | | | | | | | |
| Igo Branch | | | | | | | | | | |
| Johnston | | | | | | | | | | |
| Landa | | | | | | | | | | |
| Las Palmas | | | | | | | | | | |
| Maverick | | | | | | | | | | |
| McCreless | | | | | | | | | | |
| Memorial | | | | | | | | | | |
| Mission | | | | | | | | | | |
| Pan American | | | | | | | | | | |

| | | | | | | | | | | |
|---------------------|--|--|--|--|--|--|--|--|--|--|
| Parman | | | | | | | | | | |
| San Pedro | | | | | | | | | | |
| Semmes | | | | | | | | | | |
| Schaefer | | | | | | | | | | |
| Thousan d Oaks | | | | | | | | | | |
| Tobin at Oakwell | | | | | | | | | | |
| Westfall | | | | | | | | | | |

17. **SANITARY PRODUCT**- List price per unit for each item below:

| | |
|----------------------------------|----|
| Pads – Price per Unit | \$ |
| Regular Tampons – Price per Unit | \$ |
| Maxi Tampons – Price per Unit | \$ |
| Thin Pads – Price per Unit | \$ |

Above costs are included in vendor's pricing in the Price Schedule; City shall not pay these prices as a separate or additional cost.

18: **CONSUMABLES SUPPLIES** - Refer to Section 4.21.

| Supply | Price Per Unit |
|-------------------------------|----------------|
| Bathroom Tissue (2ply only) | |
| Paper Towels – Folded (White) | |
| Paper Towels – Rolled (White) | |

| | |
|--|--|
| Paper Towels – Folded (Brown) | |
| Paper Towels – Rolled (Brown) | |
| Hand Soap | |
| Hand Sanitizer | |
| Plastic liners for all waste receptacles | |
| Degradable Dog Waste Pick-up Bags | |
| | |
| | |
| | |
| | |

Above costs are included in vendor's pricing in the Price Schedule; City shall not pay these prices as a separate or additional cost.

RFCSP ATTACHMENT B

PRICE SCHEDULE

(Posted as a separate document)

RFCSP ATTACHMENT C

CONTRACTS DISCLOSURE FORM

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

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

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

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

RFCSP ATTACHMENT D

LITIGATION DISCLOSURE FORM

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

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

Yes ____ No ____

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

Yes ____ No ____

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

Yes ____ No ____

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

RFCSP ATTACHMENT E

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) FORM UTILIZATION PLAN

(Posted as separate documents).

RFCSP ATTACHMENT F

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

(Posted as a separate document).

RFCSP ATTACHMENT G

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

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

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

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

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

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

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

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

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

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

RFCSP ATTACHMENT H

PROPOSAL CHECKLIST

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

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

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

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

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

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

RFCSP EXHIBIT I

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM

(ATTACHED AS A SEPARATE DOCUMENT)

RFCSP EXHIBIT II

RECYCLING PARTICIPATION

(ATTACHED AS A SEPARATE DOCUMENT)

RFCSP EXHIBIT III

SANITARY DISPENSER DIAGRAM

(ATTACHED AS A SEPARATE DOCUMENT)

RFCSP EXHIBIT IV

RESTROOM ASSESSMENT

(ATTACHED AS A SEPARATE DOCUMENT)



ADDENDUM I

SUBJECT: Annual Contract for Custodial Services for the Library (RFCSP 24-065, RFx# 6100018286), Scheduled to Open: August 5, 2024; Date of Issue: June 17, 2024.

FROM: Charisma Esparza
Procurement Manager, Finance Department

DATE: June 3, 2024

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

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

1. MODIFY: All mentions of RFX number 6100017717 has been replaced with **6100018286**.

2. REPLACE: The following documents:

- a. RFCSP 24-065 - SAPL Custodial Services-Final.pdf
- b. Solicitation Synopsis for AC for Custodial Services for the Library - Final.pdf
- c. Pre-Bid Submittal Conference PPT for Library Custodial Services - Final.pdf

Are now replaced by:

- a. Revised RFCSP 24-065 - SAPL Custodial Services – Final.pdf
- b. Revised Solicitation Synopsis Discretionary for AC for Custodial Services for the Library.pdf
- c. NEW Pre-BidSubmittal Conference PPT- for Library Custodial Services 6 12 24.pdf

3. RFx number 6100017717 will be closed after the release of this addendum. All Respondents must submit to SAePS under the new RFx number 6100018286.

Charisma Esparza
Procurement Manager
Finance Department - Procurement Division



ADDENDUM II

SUBJECT: Annual Contract for Custodial Services for the Library (RFCSP 24-065, RFX# 6100018286), Scheduled to Open: August 5, 2024; Date of Issue: June 17, 2024

FROM: Charisma Esparza
Procurement Manager, Finance Department

DATE: July 11, 2024

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

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

1. **Add:** Pre-Submittal Conference Sign in Sheet. This document is posted as a separate file.
2. **Add:** Bid Response Steps. This document is posted as a separate file.
3. **Add:** Sight Visit sign in sheets. These documents are posted as separate files.

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 007, PRE-SUBMITTAL CONFERENCE

On June 26, 2024, the City of San Antonio hosted a Pre-Submittal Conference to provide information and clarification for the Annual Contract for Custodial Services for the Library RFCSP. Below is a list of questions that were asked at the pre-submittal conference. The City's official response to questions asked are as follows:

Question 1: Would the Library consider staff for less than 6,000 square feet and greater than 15,000 square feet, etc.?

Response: The scope of the RFCSP outlines the needs of the Library Department.

Question 2: Regarding Sanitary Napkins, is there any proposed quantities for them? Do you want Sanitary Napkins at the Central Library as well?

Response: Sanitary Napkins will need to be provided by the contractor at 27 locations identified in the RFCSP. The Menstrual Equity Initiative has not launched, and the Library Department has no history to draw on to understand demand. Therefore, quantities are unknown.

Question 3: Is hand sanitizer now being required? If so, what size of container shall we provide and how many per each library location?

Response: Hand sanitizer is included the current custodial contract; size varies by location.

Question 4: Is Power Washing in the General Price Schedule or is it a separate line item?

Response: Refer to Section 4.18.1 (Pressure Washing). Contractor shall perform pressure washing of outdoor surfaces such as walls (up to 12 feet), sidewalks, entry way and driveways, upon request by the Library Department Facilities Manager or designated branch manager.

Question 5: Regarding the weekly washing of mats, is there a washer or dryer on the premises?

Response: A washer or dryer is not available on premises.

Question 6: Will the sanitary items and supplies be included?

Response: Refer to Sections 4.16 (Sanitary Product Dispenser) & 4.20 (Contractor Furnished Supplies and Equipment). Contractor is responsible for furnishing sanitary products.

Question 7: You mention minor landscaping in the document. Can you tell us what kind of tasks are expected?

Response: Refer to Section 4.17.29 (Minor Landscape Maintenance). Trash pick-up to include branches, leaves, flower beds (cleaning), leaf blowing, present a professional outdoor appearance of location.

Question 8: Can you provide wage rates comparable to the City Employees conducting Janitorial Services currently?

Response: Refer to City of San Antonio's job descriptions available on the City's website at www.sanantonio.gov/hr/careercenter.

Question 9: Is there a Collective Bargaining Agreement or union in place for these locations?

Response: A collective Bargaining Agreement is not in place for San Antonio Public Library locations.

Question 10: What if our pricing based on our labor rates and supply costs exceeds your budget amount? Will this terminate the solicitation effort?

Response: The budget range for the contract is provided in the RFCSP. Submittals will be evaluated and scored based on the pricing responses.

Question 11: How many locations do you have?

Response: The San Antonio Public Library has 30 locations. This solicitation refers to 27 locations with augmentation services for one (1) location. Refer to Section 4.1.2 BACKGROUND.

Question 12: What is the square footage of each facility?

Response: Refer to Section 4.8 SERVICE HOURS to obtain the square footage for each facility.

Question 13: Can we have the Pre-Submittal Conference PowerPoint presentation emailed to us?

Response: The Pre-Submittal Conference PowerPoint presentation is included in the SAePS portal. Please log into SAePS to view the PPT.

Question 14: Can you please reiterate the subcontractor SBEDA requirement?

Response: For this solicitation, the City of San Antonio applied a 20% Minority and/or Women-Owned Business Enterprise (M/WBE) Subcontracting Program goal and a 7% African American Business Enterprise (AABE) Subcontracting Program requirement.

A firm, whether responding as a prime or as a subcontractor is deemed SBEDA eligible if they meet BOTH the conditions:

1. Current certification from South Central Texas Regional Certification Agency (SCTRCA) as a small business enterprise (SBE)
2. Headquartered in one of the eight counties: Atascosa, Bexar, Bandera, Comal, Guadalupe, Kendall, Medina, and Wilson (San Antonio Metropolitan Statistical Area) OR show significant business presence if located in San Antonio Metropolitan Statistical Area for at least 1 year (per response due date) AND have 20% of their total employees located in the branch location.

Please note, at this time City of San Antonio accepts certifications from South Central Texas Regional Certification Agency (SCTRCA) only. The WBE and MBE (HABE/AABE/ABE/NABE) certifications are awarded based on ownership status.

Question 15: Why was the previous RFCSP for this contract cancelled?

Response: Responses received exceeded allowable budget.

Question 16: Do you have a schedule of tasks already? Daily, Weekly, Monthly, or as needed?

Response: Refer to Sections 4.17 Routine Cleaning Tasks) & 4.18 (Nonroutine Cleaning Task Definition and Frequency) in the RFCSP.

Question 17: Do both the Prime and Sub of a teaming arrangement need to hold the same certifications?

Response: No, the prime contractor and subcontractor(s) can have any combination of certifications. The prime contractor, however, is responsible for meeting the required subcontracting goals through self-performance, utilization of SBEDA eligible M/WBE and AABE subcontractors, or through an approved Subcontracting Goal Waiver Request.

Question 18: For Reference letters is there a specific format or can it be any format?

Response: We are requesting three (3) reference letters from three (3) separate organizations where you have provided service to within the last three (3) years. The contact person named in 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. City references are not allowed.

Question 19: Is an equipment closet available for storage?

Response: Refer to Section 4.13 (Contractor Storage Areas). A closet is located at each location with sufficient storage for daily/ cleaning supplies.

Question 20: How many of the 4 locations of the site visits are mandatory?

Response: The site visits were not mandatory; but, highly encouraged so vendors can get an idea how different locations look.

Question 21: Are electronic signatures on submission documents appropriate?

Response: Yes.

Question 22: Do supplies by the contractor include the paper goods for toilets as well as soap for dispensers?

Response: Refer to Section 4.20 (Contractor Furnished Supplies and Equipment). Contractor shall maintain a minimum standard of supplies of bathroom tissue and sanitary product (including hand soap for dispensers).

Question 23: What is the value of the current contract?

Response: Please refer to Section 4.22.2 (Truncated Custodian Support). Budget range for the contract is \$1.2- \$1.5 million for year one.

Question 24: Is this an all-inclusive bid, or will be contracting multiple contractors?

Response: This is an all-inclusive bid.

Question 25: If partnering with another firm, do both firms need to submit 3 reference letters or will 3 reference letters total suffice?

Response: If your firm is submitting as a co-Respondent or a Joint Venture, the prime firms will have to submit three (3) reference letters each. We do not require reference letters for the subcontractors.

Question 26: I noted that one of the subcontracting goals is AABE 7%. Can that goal include ABE for this solicitation?

Response: No, the applied subcontracting goal is an African American Business Enterprise (AABE) subcontracting goal, not an Asian Business Enterprise (ABE) subcontracting goal. See response #14 for eligibility requirements.

Question 27: Since SBO stated that certifications are currently taking 90 days, are we not able to bid if we are not certified? We are HUB certified and registered on the site, but I since the other required certification will not happen until after this bid is due, should we still bid?

Response: All vendors can submit a bid on this solicitation regardless of their certifications. Prime respondents that do not meet the SBEDA eligibility requirements (see response #14) and do not have the appropriate certifications needed to meet the 20% M/WBE and 7% AABE subcontracting goals must subcontract to other SBEDA eligible M/WBE and AABE vendors.

Question 28: Where is the budget listed in the RFCSP document?

Response: The budget range is listed on page 37 of the RFCSP document.

Question 29: Do both the Prime and subcontractor need to have a presence in San Antonio, Texas?

Response: Prime respondents that do not meet the SBEDA eligibility requirements (see response #14) and do not have the appropriate certifications needed to meet the 20% M/WBE and 7% AABE subcontracting goals must subcontract to other SBEDA eligible M/WBE and AABE vendors.

Question 30: Is there an inventory of total dispensers (ex: soap, paper goods, etc.) for all 27 locations? What is the brand of the dispensers used? Are all dispensers the same at all locations?

Response: Refer to Section 4.20.4 (Contractor Furnished Supplies and Equipment) for soap dispensers. Dispensers are not the same at all locations.

Question 31: I can only see 5 documents in the portal, but do not see the SOW or the square footage of the buildings. Are any documents missing?

Response: The SOW is included in the RFCSP beginning on page 17, Section 004-Specifications/Scope of Services. The square footage of the locations is listed under Section 4.8 (Service Hours).

Question 32: Aren't the sanitary items and supplies being provided by the City?

Response: Refer to Sections 4.16 (Sanitary Product Dispenser) & 4.20 (Contractor Furnished Supplies and Equipment). The contractor is responsible for furnishing sanitary products for the 27 locations noted. The Library Department will furnish sanitary products for Central Library.

Question 33: Are we able to visit the other locations that are not part of the site visits?

Response: Yes, Library locations are open to the public. Please refer to the San Antonio Public Library's website, mysapl.org, for locations and hours.

Question 34: Does the Prime contractor have to have all references, or can subcontractors have some or all of their past performance?

Response: Please review the response for Question 25.

Question 35: Will all answers to our questions be published on the portal site?

Response: Yes, all questions will be officially placed on an addendum and uploaded into the SAePS portal.

Question 36: Will the Central location be included in this bid? It sounds like it is covered by other sources.

Response: Central Library is not included on the scope for service level 1. Central Library is included for possible augmentation of existing service (service level 3).

Question 37: There is only one portal to access all of the information for this solicitation. Is that correct?

Response: Yes, that is correct.

Question 38: If we are not in the SAMSA area, but will be upon award, can we still bid?

Response: All vendors can submit a bid on this solicitation regardless of their location. Prime respondents that do not meet the SBEDA eligibility requirements (see response #14) and do not have the appropriate certifications needed to meet the 20% M/WBE and 7% AABE subcontracting goals must subcontract to other SBEDA eligible M/WBE and AABE vendors.

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 011 RESTRICTIONS
ON COMMUNICATION:

Question 39: Is one or both site visits mandatory?

Response: Please review the response to Question 20.

Question 40: Are both site visits different or should we only participate in one of them?

Response: Site visits are in different locations to provide an example of varied sizes and layout of library.

Question 41: Are we allowed to visit the other locations and take pictures of those facilities?

Response: Yes, Library locations are open to the public. Please refer to the San Antonio Public Library's website, mysapl.org, for locations and hours of operation. Photos are allowed; however, be respectful to not include patron's faces in photos.

Question 42: Can you please clarify if the presence of a crew member/cleaner is required at each site for the time it is open, including arriving one hour before the library opens?

Response: Refer to Section 4.3.2 (Supervisors).

Question 43: Is there a previous incumbent and if so, what is the contract number and amount?

Response: Yes, the current contract is with Selrico.

Question 44: Is the cleaning a daily cleaning, weekly and monthly cleaning?

Response: Refer to Section 4.3.2 (Supervisors).

Question 45: What is the payment schedule for the awarded contractor?

Response: Invoices are processed monthly.

Question 46: Confirm what the NIGP codes are for RFX # 6100017717?

Response: The two NIGP codes are as follows:

91039-Janitorial and Custodial Services

48565- Janitorial Equipment and Supplies

Question 47: How do I get the RFX to show up under "My Bids" in the portal?

Response: The filters in the "My Bids" section should be set as shown below:

Bidder

Home | **My Bids** | Other Bids | My Vendor Profile | My NIGP Codes

Bid Processing

Active Queries

eRFxs **All (8)** Published (15) Ended (0) Completed (0)

eRFxs - All

▼ Hide Quick Criteria Maintenance

Bid Number: To

Bid Status: **Current Rfx** To

Creation Date: To

Deadline Date Flag:

Status:

Response Timeframe:

Smart Number:

Apply **Clear**

Create Response Refresh Export

| Bid Number | Bid Description | Bid Type | Bid Status | End Date | Response Number |
|----------------------------|--|----------------------|------------|------------|-----------------|
| 6100018259 | A/C Lawn Equipment Parts and Service | Invitation for bid | Published | 07/17/2024 | |
| 6100018234 | A/C for Dog Food for SAPD | Invitation for bid | Published | 07/03/2024 | |
| 6100018116 | Reproductive Justice Fund - Health Care | Request for Proposal | Published | 07/30/2024 | |
| 6100018094 | IFB- ANNUAL Contract for Glass Beads AVI | Invitation for bid | Published | 07/03/2024 | |
| 6100017717 | ANNUAL CONTRACT FOR CUSTODIAL SERVICES | Compet. Sealed Bid | Published | 08/05/2025 | |
| 6100017650 | AC MOWING PARKS & HIST CEMETERIES, RFCSP | Compet. Sealed Bid | Published | 07/09/2024 | |
| 6100016875 | On-Call Professional Consulting Services | Request for Proposal | Published | 07/01/2024 | |
| 6100015684 | SAFD AC ZOLL DEFIBRILLATOR ACCESSORIES | Request for offer | Published | 07/12/2024 | |
| | | | | | |
| | | | | | |

Last Refresh 06/27/2024 09:40:22 CST [Refresh](#)

Bid status set to “Current rfx” and all others blank. This will allow only active bids to display each time you return.

Question 48: Can you confirm why the portal is so slow by loading NIGP codes and others?

Response: To add NIGP codes, we recommend finding applicable codes on our website at <https://www.sanantonio.gov/procurement/Become-a-Vendor/NIGP-Lookup> In the NIGP Codes tab, Click Add > enter the 5 digit code (e.g. 91039) without spaces or dashes in to the Search NIGP Code field then Add to save it.

SEARCH FOR CODE-

NIGP CODE LOOKUP

A National Institute of Governmental Purchasing (NIGP) code is a code that defines the products/services that a vendor provides. Vendors automatically receive solicitations based on the NIGP codes that they register for in SAePS.

Search the listing of NIGP Class-Item (5-digit) codes by entering a description or leave blank to see all.

The NIGP Commodity/Services code displayed here is copyrighted material that is to be used for reference purposes only and may not be downloaded without a license from Periscope Holdings, Inc.

For assistance looking for the NIGP codes relevant to your business, visit the Window on State Government [NIGP Commodity Book](#) page.

CONSTRUCTION, ARCHITECTURAL, AND ENGINEERING NIGP CODES

The City of San Antonio's (COSA's) Transportation & Capital Improvements Department created a tailored listing of Construction, Architectural and Engineering (A/E) NIGP codes anticipated to be used for COSA capital improvement projects. Vendors should reference these lists during their registration in SAePS.

[Construction Prime Contractors and Subcontractors NIGP codes](#)

[Architectural and Engineering \(A/E\) NIGP codes](#)

Description:

| Class Item | Description |
|------------|-------------|
|------------|-------------|

| | |
|--------|-------------------------------|
| 910 39 | Janitorial/Custodial Services |
|--------|-------------------------------|

CLICK ADD-

Bidder

Home | My Bids | Other Bids | My Vendor Profile | **My NIGP Codes**

NIGP Codes

Detailed Navigation

- NIGP Codes

Portal Favorites

- Spend Categories

50105

NIGP Codes Registered

| NIGP Code | Description |
|-----------|----------------------|
| 00505 | ABRASIVE EQ & TOOLS |
| 03149 | FILTER FRAMES, METAL |
| 03167 | HVAC EQPT, ACC & SUP |
| 03752 | NOVELTIES & ADVERTIS |
| 05040 | DRAWING & PAINTING S |
| 06094 | TRANSMISSIONS, STAND |
| 07305 | TRAILERS, CARGO ENCL |
| 07308 | TRAILER, W/ENCL REF |
| 07310 | TRAILER SEMI/ENCLOSE |
| 07314 | TRAILER SPEC/ENCLOSE |

To Add NIGP Code, Press this Button

Add

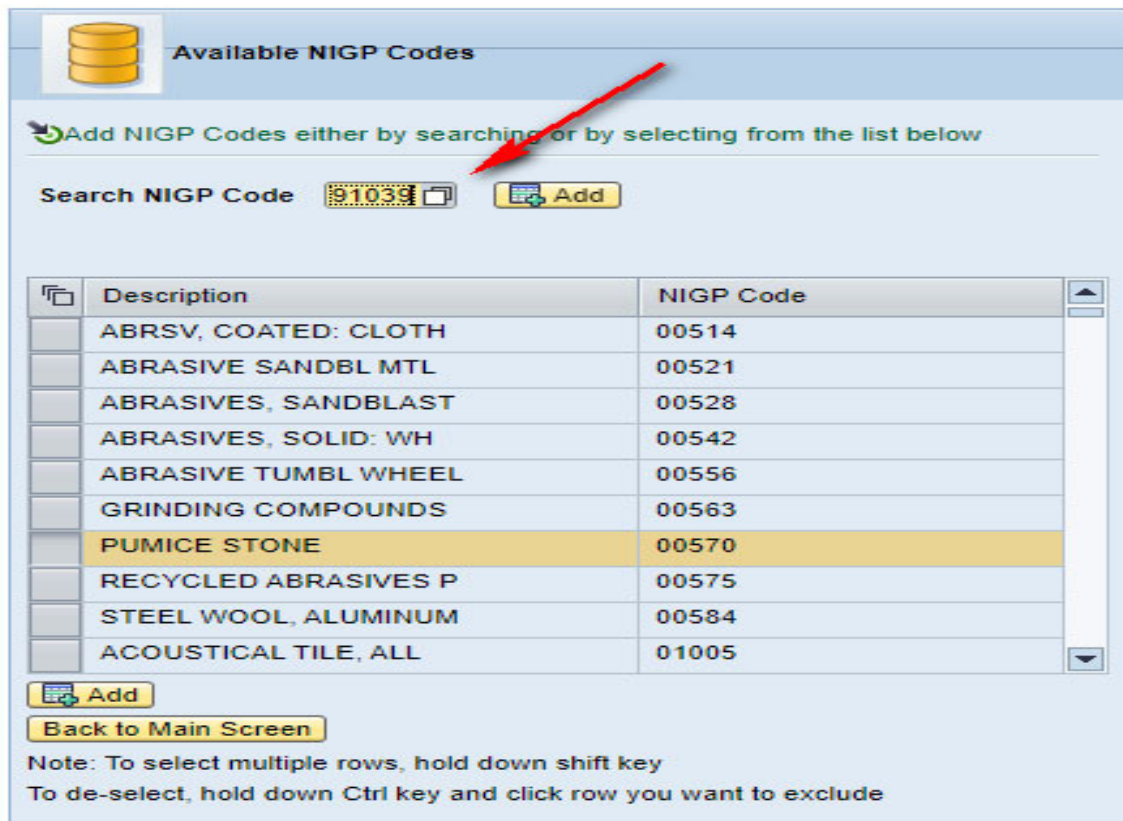
To Delete NIGP Code, Press this Button

Delete

Supplier Id

Supplier: 10014138

ENTER CODE AND CLICK ADD-



Available NIGP Codes

Add NIGP Codes either by searching or by selecting from the list below

Search NIGP Code

| Description | NIGP Code |
|----------------------|-----------|
| ABRSV, COATED: CLOTH | 00514 |
| ABRASIVE SANDBL MTL | 00521 |
| ABRASIVES, SANDBLAST | 00528 |
| ABRASIVES, SOLID: WH | 00542 |
| ABRASIVE TUMBL WHEEL | 00556 |
| GRINDING COMPOUNDS | 00563 |
| PUMICE STONE | 00570 |
| RECYCLED ABRASIVES P | 00575 |
| STEEL WOOL, ALUMINUM | 00584 |
| ACOUSTICAL TILE, ALL | 01005 |

Note: To select multiple rows, hold down shift key
To de-select, hold down Ctrl key and click row you want to exclude

Question 49: Do you have any webinar on the Portal system or screen shots of how or what to do?

Response: Yes, attached is the Help Guide called Bid Response Steps to help walk you through various scenarios such as viewing the bids, submitting a proposal, and editing a previous response, etc. Both documents are posted as separate documents.

Question 50: Can you provide a copy of the sign in sheets for the site visits?

Response: Site Visit sign in sheets are posted as separate documents.



Charisma Esparza
Procurement Manager
Finance Department - Procurement Division



ADDENDUM III

SUBJECT: Annual Contract for Custodial Services for the Library (RFCSP 24-065, 6100018286), Scheduled to Open: August 5, 2024; Date of Issue: June 17, 2024

FROM: Charisma Esparza
Procurement Manager, Finance Department

DATE: July 11, 2024

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

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 011 RESTRICTIONS ON COMMUNICATION:

Question 1: According to the final Price Schedule for Total Cost, is this a per month or yearly cost?

Response: The Total Cost on the Price Schedule is a yearly cost.

Question 2: Normally, a bid sheet has formulas for all cells, the Final Cost Sheet does not, any particular reason why it does not?

Response: The formulas will be calculated at time of evaluation. The City wants to ensure that the prospective Respondent is in full agreement of all individual and total costs that they submit.

Question 3: It is difficult to include the pricing for feminine hygiene products in the yearly cost, can you please supply possible usage numbers?

Response: Please see response on Question 2 within Addendum 2.

Question 4: With the City's Service Level, the request in level changes only refers to an "as needed basis", does the City anticipate changing the Service levels for the smaller sq. ft. Libraries?

Response: The San Antonio Public Library will change service levels based on operational need. For example, if a Branch Library is closed for renovations, the service level is anticipated to change. Service levels are not expected to be determined by facility size; rather, operational need of Library Department.

Question 5: What about service level changes to the larger sq. ft. Library, any anticipated changes?

Response: Please review the response for Question 4.

Question 6: Is the awarded contractor supposed to clean the windows on the outside of the building?

Response: Refer to Section 4.17.15 – CLEAN UP TO 10 FEET INTERIOR AND EXTERIOR WINDOW SURFACES.

Question 7: Is the contractor supposed to do the High and Low Dusting?

Response: Refer to Section 4.17.3. LOW DUSTING and Section 4.17.21 HIGH DUSTING.

Question 8: If your bathrooms experience an overflow and start flooding, who is responsible to turn off the shut off valve?

Response: The San Antonio Public Library's Facilities Unit is responsible for the shut off valve.

Question 9: Who is responsible to do the outside maintenance?

Response: Refer to Section 4.17.1. REMOVE TRASH; Section 4.17.7 CLEAN ENTRANCES/WALKWAYS/TERRACES/PATIOS and BALCONIES Section 4.17.29 MINOR LANDSCAPE MAINTENANCE; Section 4.17.8 CLEAN PARKING LOTS. The San Antonio Public Library has a contract for grounds maintenance and tree trimming.

Question 10: Would the contractor be responsible for cleaning the ceiling fans that are approximately 12 to 15 feet high?

Response: No.

Question 11: Is the contractor responsible to conduct the break down after meetings are concluded in the meeting rooms?

Response: Contractor assists with setup of meeting spaces as requested by library staff. Refer to Section 4.17.27 EVENT or MEETING ROOM SET-UP.

Question 12: Who is responsible for watering the indoor plants?

Response: Contractor is responsible for watering the plants upon request by branch. Refer to Section 4.17.29 MINOR LANDSCAPE MAINTENANCE.

Question 13: Who is responsible to take out the trash cans and on what days are the trash days?

Response: Refer to Section 4.17.1. REMOVE TRASH and 4.17.11 RECYCLING PROGRAM.

Question 14: Can you confirm if pressure washing needs to be done by the contractor?

Response: See response to Question 4 on Addendum 2.

Question 15: Can you provide all of the library floor plans?

Response: Floor plans will be made available upon award. For safety and security reasons, floor plans of library buildings are not readily available.

Question 16: How high (feet wise) does the contractor have to clean the glass on the very tall windows? For example, at the Mission Library.

Response: 10 feet is the maximum height of window cleaning. Refer to Section 4.17.15 CLEAN UP TO 10 FEET INTERIOR AND EXTERIOR WINDOW SURFACES.

Question 17: Who is responsible to clean the cloth fabric chairs and sofas? Who deep cleans the carpets?

Response: Contractors will clean furniture with appropriate products. Refer to Section 4.17.34 SPOT CLEANING OF UPHOLSTERED FURNITURE. Deep cleaning is included in Service Level 3. See 4.22.1 Day or night custodial support (Service Level 1, through 3).

Question 18: Can you please clarify the information in the columns in the RFCSP Attachment B Price Schedule in relation to the Total Cost Columns. Are those total costs per month, per year or square feet?

Response: Total cost on RFCSP Attachment B Price Schedule should reflect Total Cost per Year 1.

Question 19: Will hand sanitizer be furnished by Contractor?

Response: See response to Question 3 on Addendum 2.

Question 20: Will Power Washing be a part of the Price Schedule or will the contractor charge by square foot?

Response: Power washing is part of the Price Schedule. Refer to Section 4.18.1. PRESSURE WASHING.

Question 21: Will sanitary napkins and tampons be free to patrons at all locations?

Response: Yes. Refer to Section 4.16 SANITARY PRODUCT DISPENSER.

Question 22: Do we have to be HUB certified to participate in this solicitation?

Response: No, there is no requirement to be HUB certified to participate in this solicitation.

Question 23: Who is responsible for the stripping of the floors? Is that a separate contract? The Parman Library is an example.

Response: The Contractor is responsible for this. Refer to Section 4.17.24. FLOOR MAINTENANCE.

Question 24: Is the contractor responsible for replacing the soap dispensers if they break?

Response: Contractor is responsible for maintaining equipment supplied to branches. Refer to Section 4.20.6 CONTRACTOR FURNISHED SUPPLIES AND EQUIPMENT.



Charisma Esparza
Procurement Manager
Finance Department - Procurement Division



ADDENDUM IV

SUBJECT: Annual Contract for Custodial Services for the Library (RFCSP 24-065, RFx# 6100018286), Scheduled to Open: August 5, 2024; Date of Issue: June 17, 2024

FROM: Charisma Esparza
Procurement Manager, Finance Department

DATE: July 18, 2024

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

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

1. The RFCSP proposal due date has been extended to Monday, August 19, 2024, at 11:00 a.m. Central Time.

A handwritten signature in black ink that reads "Charisma Esparza".

Charisma Esparza
Procurement Manager
Finance Department - Procurement Division



ADDENDUM V

SUBJECT: Annual Contract for Custodial Services for the Library (RFCSP 24-065, RFx# 6100018286), Scheduled to Open: August 19, 2024; Date of Issue: June 17, 2024

FROM: Charisma Esparza
Procurement Manager, Finance Department

DATE: August 14, 2024

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

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

1. **CHANGE:** Section 4.17.12 WASH DOWN RESTROOMS, **PERFORMED: Public Operating Hours and Non-Public Operating Hours** has changed to read **PERFORMED: During Non-Public Operating Hours.**
2. **CHANGE:** Section 4.17.13 DRY BUFFERING, **FREQUENCY: Weekly** has changed to read **FREQUENCY: Monthly.**
3. **CHANGE:** Section 4.17.14 FLOOR BURNISHING, **FREQUENCY: Minimum Bi-weekly and As Required** and changed to read **FREQUENCY: Monthly.**
4. **CHANGE:** Section 4.20.1 which states "the contractor needs to provide only Sanitary products to the Central Library" changed to read "the contractor needs to provide Sanitary products to all serviced locations to exclude Central Library".

**QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 011 RESTRICTIONS
ON COMMUNICATION:**

Question 1: What tasks will be required, if any, for the playground and trails?

Response: Trash pickup and replacing all trash liner will be the tasks required. Refer to Section 4.17.7 CLEAN ENTRANCES/WALKWAYS/TERRACES/PATIOS AND BALCONIES; Section 4.17.36: OUTDOOR EXERCISE STATIONS AT MISSION, PARMAN, MEMORIALAND TOBIN AT OAKWELL, Encino.

Question 2: Will Contractor be responsible for trash cans along the trails, if so, how many times a day will they be required to be serviced?

Response: Yes, refer to Section 4.17.7 CLEAN ENTRANCES/WALKWAYS/TERRACES/PATIOS AND BALCONIES.

Question 3: Can paper towel dispensers be changed out by Contractor?

Response: No, paper towel dispensers are provided by City/Library.

Question 4: How are the floor mats currently being washed? Do you require floor mats to be sent out for washing? What is the total number of floor mats?

Response: Refer to section 4.17.7. CLEAN ENTRANCES/WALKWAYS/TERRACES/PATIOS AND BALCONIES. Mats are not currently sent out for washing; they are swept and wiped down. No specific number of mats have been determined, please assume a minimum of three (3) per location.

Question 5: Section 4.20.1 notes Contractor will provide sanitary products only to Central library, is this correct?

Response: No, the Contractor will provide sanitary products to all locations in the scope, which excludes Central Library. See Amendment to RFCSP above.

Question 6: What is the current usage of sanitary products for each location? Can we get a copy of the invoice for sanitary products?

Response: The Menstrual Equity initiative has not been implemented. Usage information is not available.

Question 7: What locations have space for large equipment?

Response: Storage area varies significantly by location. Refer to section 4.13 CONTRACTOR STORAGE AREAS.

Question 8: Will City provide training for proper protocol of raising and lowering flags?

Response: Library staff generally raises and lowers the flag and can provide guidance. Refer to section 4.17.26 RAISING/LOWERING FLAGS.

Question 9: When heavy lifting is required for Special Functions, will the City request 2 custodians since one custodian will not be enough?

Response: The City will request the needed number of custodians to augment City staff. Proper protocols will be followed to ensure adequate staff for any lifting needs.

Question 10: What is the purpose of providing a consumable price if it is already included in total contract price? These prices change constantly due to random manufacturing increases and a consumable price is not possible to estimate over a 5-year period.

Response: Pricing for consumables provides data to the City to understand how the price of consumables factor into the overall pricing of the contract.

Question 11: Do you have an anticipated budget range for years 2-5?

Response: Budget ranges beyond Year 1 are not available.

Question 12: Please confirm you require a price per square foot per location.

Response: Yes, RFCSP Attachment B, Price Schedule asks for a Bid Price Per Square Foot for Years 1-5.

Question 13: In response to Section 4.2.6, if contractor's employee uses City equipment, the contractor's employee shall be responsible for maintaining and cleaning such equipment. Does the City have cleaning equipment at any location that can be utilized and if so, what equipment is at each location?

Response: The contractor is responsible for their own equipment at branches; the City maintains equipment for Central Library.

Question 14a: In response to Section 4.3.1, the smallest Library is 4,000 square feet and the largest is 16,554 square feet. Is it expected that regardless of facility size we have a cleaner on site (1) hour prior to operational hours through the end of operational hours?

Response: Yes. Refer to Section 4.3.1 PERSONNEL. One custodian is required in scope per facility. The custodian shall start one hour prior to operational hours, regardless of facility size.

Question 14b: Is it acceptable to have a cleaner do deep cleaning at the end of operational hours in the smaller libraries and a 4-hour cleaner (day porter) during the day to freshen up the bathrooms, trash, outside, etc.?

Response: Deep cleaning is not a daily task, personnel assigned to a branch conduct routine cleaning throughout the day. Refer to section 4.17 ROUTINE CLEANING TASKS.

Question 15: In response to Section 4.2.4 EVENT/MEETING ROOM SETUP, Under direction of Library staff, Contractor shall be responsible for setting up, and taking down, tables, chairs, and other equipment needed for events/meetings prior to and immediately afterward the scheduled event/meeting. Could we receive a list of event/meeting room setup needs a week in advance to schedule to facilitate the 14.b. above?

Response: If available, the Library can share a list of event/meeting room setup needs a week in advance. Setups are not elaborate and with rare exception only require tables and chairs.

Question 16: In response to Section 4.17.12 WASH DOWN RESTROOMS, restroom ceramic and partition walls must be washed off, scrubbed, and dried. Sheetrock walls must be thoroughly cleaned. All fixtures with the exception of hand dryer must be washed down, scrubbed, and dried. Ceramic floors must be buffer scrubbed, cleaned, and dried. Restroom must be restocked after full cleaning. FREQUENCY: Weekly PERFORMED: Public Operating Hours and Non-Public Operating Hours. For locations with 1 restroom per gender, is this task expected to be performed during non-operational hours in order for all patrons to utilize the rest rooms during operational hours?

Response: Refer to Section 4.17.12 WASH DOWN RESTROOMS; Performed: Public Operating Hours and non-public operating hours. Washing down of restrooms will be performed outside of public operating hours. See amendment RFCSP above.

Question 17a: In response to the following Sections, 4.17.13 DRY BUFFING, 4.17.14 FLOOR BURNISHING, 4.17.23 SHAMPOO CARPET, 4.17.24 FLOOR MAINTENANCE, are these

tasks expected to be completed during non-operational hours. If so, how long after operational close we will have access to each facility?

Response: Yes, tasks are expected to be completed during non-operational hours. This time varies depending on the scope of work and branch size per location. Typically, our current vendor completes work within a 2-hour timeframe, but no later than 3 hours for specialized cleaning. They are given access with a code and are liable for closing the building correctly when they exit for the night from their assigned duties as per Library. You can refer to the following sections further: 4.17.13 DRY BUFFING; 4.17.14 FLOOR BURNISHING; 4.17.23 SHAMPOO CARPET and 4.17.24 FLOOR MAINTENANCE and 4.7 KEY CONTROL/BUILDING ACCESS CODE.

Question 17b: Are these tasks to be quoted separately by facility?

Response: No, this is not to be quoted separately. Please submit pricing as stated in the RFCSP Attachment B, Price Schedule.

Question 18: In response to Section 4.18.1 Pressure Washing, is this to be quoted separately from routine cleaning for each location?

Response: See response to Question 20 on Addendum 3 dated July 11, 2024.

Question 19: In response to Section 4.20.4 Contractor must provide hand soap, bathroom tissue and paper towels compatible with currently installed containers/dispensers. The City reserves the right to specify a specific brand of hand soap if Contractor fails to provide hand soap acceptable to the City. Should the Library Department replace and/or upgrade existing types of containers/dispensers, Contractor will be required to provide products used with these new containers/dispensers at no additional cost to the City. Can you provide a list of usage by item per facility?

Response: The usage of consumables is not available.

Question 20: In response to the Original Contract Term, This contract shall begin upon the effective date of the ordinance awarding the contract or January 1, 2025, whichever is later. This contract shall begin upon the date specified in the award letter, if it does not exceed \$50,000. Will all 27 locations start service on the same day, or will they be staggered over a period of time?

Response: All 27 locations will start service on the same day. The City does not anticipate staggering over a period of time.

Question 21: In the RFCSP, it did not mention yearly rate increases or Consumer Price Index increase is applicable, is this correct?

Response: Refer to RFCSP Attachment B, Price Schedule. "All potential respondents must provide pricing for items listed below, in this particular format to be considered for award. Respondent shall submit pricing based on the proposed contract term, including renewal periods, stated in this RFCSP for each line item on Attachment B, Price Schedule, to be eligible for contract award. All respondents must use the Price Schedule in the exact format as shown below. Any deviations or exceptions, such as the inclusion of contingent price increases, will result in the rejection of the proposal from consideration. "

Question 22a: These questions will reference the hand sanitizer stands located in the libraries. Do they belong to the contractor or to the Library?

Response: The hand sanitizer dispensers belong to the Library.

Question 22b: Will the dispensers need to be replaced at the contractor's cost?

Response: No.

Question 22c: If so, what specific brand will be required?

Response: Not applicable.

Question 23: Do we provide sanitizer bottles for desks and computer areas?

Response: No, this is not a requirement. Refer to Section 4.20 CONTRACTOR FURNISHED SUPPLIES AND EQUIPMENT.

Question 24: Are we responsible for refilling small sanitizer bottles on desks?

Response: No, this is not a requirement. Refer to Section 4.20 CONTRACTOR FURNISHED SUPPLIES AND EQUIPMENT.

Question 25: Is the contractor required to provide urinal screens?

Response: No. Refer to Section 4.20 CONTRACTOR FURNISHED SUPPLIES AND EQUIPMENT.

Question 26: Is the contractor required to provide air fresheners and batteries for current air freshener dispensers?

Response: Yes.

Question 27: Is the contractor required to provide dishwashing soap?

Response: While dishwashing soap is not a requirement, contractor must provide any chemicals, deodorizers, grease absorbent cleaning material, supplies and equipment required to comply with the contract. Refer to Section 4.20 CONTRACTOR FURNISHED SUPPLIES AND EQUIPMENT.

Question 28: Is the contractor required to provide kitchen roll towels?

Response: Paper towels are required. Refer to Section 4.20.2-4 CONTRACTOR FURNISHED SUPPLIES AND EQUIPMENT.

Question 29: Currently the Diaper changing table does not have liners, are we required to provide diaper changing table liners?

Response: No, diaper changing table liners are not required. Refer to Section 4.20 CONTRACTOR FURNISHED SUPPLIES AND EQUIPMENT.

Question 30: Is the contractor required to provide disinfectant wipes for library staff?

Response: No, contractor is not required to supply disinfectant wipes. Refer to Section 4.20 CONTRACTOR FURNISHED SUPPLIES AND EQUIPMENT.

Question 31: When will Johnston library be scheduled to re-open?

Response: The Johnston Library is scheduled to re-open in September 2024.

Question 32: Once awarded what is the anticipated start date?

Response: The anticipated start date is January 1, 2025.

Question 33: Is the contractor required to provide Kleenex boxes for public use?

Response: No, this is not a requirement.

Question 34: Is the contractor required to provide seat covers where dispensers are located?

Response: No, this is not a requirement.

Question 35: What is the value of the current contract for these services?

Response: The current contract value is approximately \$1.2 million annually and \$6 million total.

Question 36: Are the custodians working on this contract members of a union? If so, which union?

Response: This information is unknown to the City/Library.

Question 37: For pricing for years 2 through 5, is the City open to the contractor proposing an alternate price in the event minimum wage and/or CPI increase during the contract term?

Response: See response to Question 21.

Question 38: Who are the M/WBE and/or AABE subcontractors on the current contract?

Response: TriniCakes Cupcakery, LLC DBA A&S Services and Adelaide Services, LLC.

Question 39: Are Day Porter services required for this contract? If yes, which locations require Day Porter service and for how many hours per day at each location?

Response: Please refer to Section 004-SPECIFICATIONS/SCOPE OF SERVICES.

Question 40: What background check results would disqualify an employee from working at these locations?

Response: Contractor shall remove an employee from service under this contract should Contractor become aware that the employee has been convicted of a crime. Please refer to Section 4.4 CRIMINAL BACKGROUND CHECKS.

Question 41: Is the contractor responsible for the cost of employee badges? If yes, what is the cost?

Response: The Contractor is required to issue employee badges to contractor's employees. Employees will not have City of San Antonio issued badges.

Question 42: Why was the previous RFCSP for these locations canceled?

Response: Please see response to Question 15 on Addendum 2 dated July 11, 2024.

Question 43: What is considered periodic cleaning regarding Break Room cleanings?

Response: The cleaning frequency is as required and performed during Public Operating Hours and Non-Public Operating Hours. Cleaning includes cleaning the break room, including the refrigerator, microwave, and stove.

Question 44: How many times in the previous year was Graffiti Removal required?

Response: We do not have records of number of times Graffiti Removal was requested; Historically, Graffiti Removal has been minimal. Refer to section 4.17.22 INDOOR GRAFFITI REMOVAL.

Question 45: How often was pressure washing requested in the previous year?

Response: Pressure washing was not requested in the previous year.

Question 46: How long does the contractor have to respond to demands for pressure washing?
Response: There is no minimum time requirement to respond to requests for pressure washing but contractor should be responsive to requests from Library Department Facilities Manager or designated branch manager and communicate if there will be significant delays.

Question 47: How many election events were scheduled in the previous year?
Response: In calendar year 2024, four (4) election events are scheduled. Please refer to the Texas Secretary of State for Election Calendar. (link: [Important Election Dates 2023-2024 \(state.tx.us\)](https://www.sos.state.tx.us/elections/important-election-dates-2023-2024)).

Question 48: What is the current list of products used for these cleaning services?
Response: There is no required list of cleaning products used. It is based on what the contractor needs to accomplish the tasks specified in the scope of work.

Question 49: What are the monthly quantities of the cleaning products used?
Response: This information is unknown at this time. Cleaning supplies vary from library location to library location and from month to month.

Question 50: What are the monthly quantities required to be provided to each location for the following items: Stay free pads, Playtex Tampons, Kotex, Tampax Tampons, and Maxi thins?
Response: We currently do not have any historical data on this at this time.

Question 51: What estimated percentage of carpet vs VCT/Tile?
Response: 65% is estimated to be carpet.

Question 52: Is there adequate storage room for products and resupplies available to the Contractor at each location? For how many days/weeks of resupply space available?
Response: Storage area space varies significantly by location. Please refer to Section 4.13, CONTRACTOR STORAGE AREAS.



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