



CITY OF SAN ANTONIO
FINANCE DEPARTMENT, PROCUREMENT DIVISION

REQUEST FOR COMPETITIVE SEALED PROPOSALS (“RFCSP”)
NO.: 6100018505; 24-155

ANNUAL CONTRACT FOR CITYWIDE LANDSCAPING

Date Issued: **October 11, 2024**

PROPOSALS MUST BE RECEIVED **NO LATER THAN:**
11:00 a.m., CENTRAL TIME, NOVEMBER 14, 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, November 14, 2024

RFCSP No.: 6100018505; 24-155

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: Yes DBE / ACDBE Requirements: None

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

Pre-Submittal Conference * YES

*If YES, the Pre-Submittal Conference will be held at 9:00 a.m., Central Time, on October 18, 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:** 2630 070 1953 | **Meeting Password:** COSA24

Join from the meeting link:

<https://sanantonio.webex.com/sanantonio/j.php?MTID=ma0b8a00c61ee7e5255e8e1a2767d5e95>

Staff Contact Person: Jose Narvaez, Procurement Specialist III, Jose.Narvaez2@sanantonio.gov

SBEDA Contact Information: 210-207-3922, SBEDAdocs@sanantonio.gov.

RESTRICTIONS ON COMMUNICATIONS

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

Please refer to the Restrictions on Communication section of this RFCSP for more information.

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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 **11:00 a.m., Central Time, on October 23, 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 and anticipated City Council agenda date.

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. 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; their 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 their parent, child or spouse directly or indirectly owns 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 proposal, Bidder warrants and certifies, and a contract awarded pursuant to this RFCSP is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City.

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

State of Texas Conflict of Interest.

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

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

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

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

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

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

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

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

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

PART B

SUBMISSION REQUIREMENTS

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

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

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

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

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

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

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

EQUIPMENT LIST. Use the Equipment List that is found in this RFCSP as **Attachment C.**

CONTRACTS DISCLOSURE FORM. Complete and submit a Contracts Disclosure Form, **Attachment D**, with the proposal. The Contracts Disclosure Form may be downloaded and completed electronically at: <https://webapp1.sanantonio.gov/ContractsDisclosure/>

Click on the “Print” button at the bottom of the page and place a copy in proposal response as indicated in the Proposal Checklist.

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

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

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

PROPOSAL BOND. Submit proposal bond in the amount of \$10,000.00. For electronic submissions, Respondent must provide the original Proposal Bond to the **City of San Antonio Finance Department, Procurement Division, [Annual Contract for Citywide Landscaping RFCSP 24-155; RFx 6100018505], P.O. Box 839966, San Antonio, TX 78283-3966 or City of San Antonio Finance Department, Procurement Division, [Annual Contract for Citywide Landscaping; RFCSP 24-155; RFx 6100018505], 100 West Houston St., San Antonio, TX 78205** prior to bid opening. Respondent shall include a copy of the Proposal Bond with the Respondent’s electronic submission through the SAePS Portal.

CERTIFICATE OF INTERESTED PARTIES (FORM 1295).

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

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

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

Print your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert “City of San Antonio”. Where requested to provide the contract number,

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

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

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

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

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

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

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

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

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

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

ADDENDA. Sign and submit addenda, if any.

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

EVALUATION CRITERIA

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

Evaluation Criteria:

- A. Experience, Background, and Qualifications (30 points)
- B. Proposed Plan (30 points)
- C. Price (20 points)
- D. Small Business Economic Development Advocacy (SBEDA) Program (20 points)

SBE Prime Contract Program – 10 pts.

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

M/WBE Prime Contract Program – 10 pts.

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

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

004 - SPECIFICATIONS / SCOPE OF SERVICES

- 4.1 SCOPE OF SERVICES:** The City of San Antonio seeks proposals from qualified respondents interested in furnishing all labor, equipment, materials, expertise, and tools required to perform landscaping, mowing, and irrigation system(s) inspection, maintenance, and repair services, which include but are not limited to: mowing, edging, care and trimming/pruning of plants, shrubs, and vines, physical removal of weeds, leaves, trash, and debris, blowing, sweeping and inspections, maintenance & repair services of irrigation systems for various City departments in accordance with the specifications listed herein.

These services are required to establish a thorough landscaping and irrigation system inspection, maintenance, and repair program that will ensure the appearance of City grounds are consistently attractive and orderly, and the irrigation system(s) are functioning at optimum capacity. Services include routine mowing of all landscaped turf areas and inspection, maintenance, and repair of the irrigation systems.

Additional services shall include, but are not limited to, string trimming; removal/replacement of dead plants, shrubs, vines; hand weeding inside plant beds, decomposed granite, and other designated areas; pruning of plants/shrubs/vines; raking all grounds areas; removal of fallen branches; removal of clumped grass, removal of litter/trash, installing and maintaining mulched areas, installing and maintaining tree rings, treatment of ant mounds, and thorough landscaping and irrigation system inspection, maintenance and repair services at the designated properties listed herein. Contractor shall perform work as per industry standards, codes (city, state, and federal, if applicable), and the specifications contained in this scope of work.

4.2 DEFINITIONS

- 1) **Decomposed Granite Areas** – are defined as any areas on the property that have gravel sized particles combined with sand, and are used for walkways, paths, or enhancements either with or without a border.
- 2) **Detention/Retention Basins** – are defined as an excavated area on the property that's designed to retain all storm water runoff for flood control prevention.
- 3) **Drainage Beds** – areas dedicated to capture storm water. They can be comprised of metal grates or other types of materials used to route all storm water into the detention/retention basins.
- 4) **Irrigation System(s)** – are defined as an automatic or manually controlled system specifically designed and installed to water landscaped areas, lawns, ground cover, plant and flower beds, trees, shrubs, hedges, and other natural or installed plant life. The system is comprised of the main controller, backflow prevention device, Pressure Reducing Valve (PRV), master valve, zone valves, valve boxes, main distribution PVC lines, lateral PVC lines, various types of sprinkler spray heads, nozzles, pop-up heads, and drip irrigation lines.
- 5) **Landscaped Turf Sections/Areas** – are defined as any turf (grass) areas that are specifically designed, planted, or cultivated to enhance and/or improve the aesthetics of the facility, building, or structure.
- 6) **Materials** – materials include, but are not limited to: parts, chemicals, instruments and other goods used to perform the requirements in this solicitation.

- 7) **Major Repairs** – includes the replacement of main irrigation controllers, backflow prevention devices, master control valves, rain/freeze sensors, zone valves (that haven't been damaged by the landscaping company/awarded contractor), repair/replacement of main-line breaks, and any extensive excavation that requires the use of a backhoe or other mechanical means.
- 8) **Minor Repairs** – includes adjustments to the main irrigation system controller, adjustments to the master valve, and adjustments to backflow prevention devices, and PRV's; replacement of damaged or broken zone valves, replacement of sprinkler spray heads, replacement of damaged or broken pop-up heads, replacement of damaged or broken drip lines, adjusting sprinkler spray heads, pop-up heads, nozzles, or rotary devices, etc. to maintain adequate distribution of water to all areas, cleaning and repairing of obstructed nozzles, zone valves, sprinkler heads, or pop-up heads. Repairs to main system controllers, adjusting and setting time clocks, zones and watering times, performing repairs to non-mainline (lateral) breaks, and winterization/spring start-up-of the system. In addition to any repairs that don't require substantial excavation.
- 9) **Part(s)** – all materials and goods used to perform the requirements in this solicitation. Interchangeable with the word component(s).
- 10) **Plant Beds** – are defined as any areas that have plants, shrubs, flowers, cactus, vines, mulch, or any other sections that have been designated for vegetation by a border or other means.
- 11) **Rock Beds** – are defined as any areas on the property that have rocks (various sizes and types) that are either established as an aesthetic feature or used around a drainage grate for storm water runoff.
- 12) **Scheduled/Preventive Maintenance** – regular maintenance required by codes and the manufacturer's standards. Maintenance work that is periodically performed on Equipment for the purpose of maintaining Equipment in satisfactory operating condition and to lessen the likelihood of it failing. Maintenance is performed while the Equipment is functioning or by temporarily placing the Equipment out of service, so that it does not break down unexpectedly. Scheduled/Preventive Maintenance involves systematic inspection, detection, prevention, and correction of incipient failures, before they become failures. Tasks are performed specifically to prevent failure from occurring. These tasks shall consist of but not be limited to: inspections, tests, measurements, adjustments, lubrication, replacement of parts and components before they actually fail. In addition, it includes detailed record keeping and data analysis to avoid Equipment deterioration, so worn, fatigued or damaged parts and components shall be replaced or serviced before they cause system failures. Service necessitated by normal wear and tear shall be included in Scheduled/Preventative Maintenance.

4.3 **PRFERRED REQUIREMENTS**

- 4.3.1 Attachment C – Equipment List. At minimum, Contractor must possess the equipment identified in Attachment C at the time of proposal submission or provide a plan describing how Contractor will obtain the equipment by the contract start date.
- 4.3.2 Contractor must have a current Pesticide Commercial Applicator License to engage in the application of pest control products issued by the Texas Department of Agriculture. Contractor must provide a copy of the state license with Contractor's proposal and shall maintain the license throughout the duration of the contract.

- 4.3.3** Contractor shall maintain a current State of Texas license to engage in the performance/maintenance of irrigation systems. This includes the installation, maintenance and/or repairs of irrigation systems, unless exempt pursuant to Texas Occupations Code § 1903.002. Contractor must be licensed at the time of proposal submission and throughout the duration of the contract if providing irrigation systems services. Submit a copy of the license with your proposal. If you are exempt, indicate the basis for your exemption in your proposal.

4.4 MATERIALS:

- 4.4.1** Materials shall be in current production, as offered to commercial trades, and shall be of top quality. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MATERIALS ARE NOT ACCEPTABLE.
- 4.4.2** Any Materials, components or Parts used in complying with the contract shall be equal to or better than original Equipment and meet the manufacturers' requirements.
- 4.4.3** Specified Materials, components or Parts and Equipment shall be standard products of a manufacturer regularly engaged in the manufacture of such products. Specified Equipment shall essentially duplicate Equipment that has performed satisfactorily for at least two (2) years prior to proposal opening. Standard products shall have been in satisfactory commercial or industrial use for two (2) years prior to proposal opening. The 2-year requirement shall include applications of Equipment and Materials under similar circumstances and used for projects of similar size. The product shall have been for sale on the commercial market through advertisements, manufacturers' catalogs, or brochures during the two-year (2) period.
- 4.4.4** Contractor is responsible for chemicals and Materials in accordance with the specifications listed herein and for all Equipment and tools required in the performance of this contract.
- 4.4.5** Contractor is responsible for all testing Equipment and tools that are used to perform the requirements of the specification and scope of work.

4.5 MATERIAL AND PERFORMANCE REQUIREMENTS/WARRANTY:

- 4.5.1** The burden of ascertaining product/performance equality of proposed substitutions from those items specified is to be borne by Contractor. Product substitutions will be accepted for review by the City. If data provided by Contractor is deemed inadequate to make a determination as to the equality of the proposed substitute, without additional research by the City, it will be rejected. Approval by the City shall not relieve Contractor from responsibility for any errors or omissions, or from responsibility for complying with the requirements of this solicitation, except with respect to variations described and approved by the City.
- 4.5.2** Chemicals or Materials used in the contract shall meet industry, environmental, and ASTM standards.
- 4.5.3** Instruments used to perform the requirements of the specification/scope of work shall meet industry standards, ASTM calibration standards and/or other accepted standards by City Department Representative.
- 4.5.4** Materials shall be warranted against material defects and defects in workmanship for a period of not less than twelve (12) months and shall cover 100 percent (100%) of parts,

labor, and supplies. The warranty period shall commence upon the date of acceptance by the City. If the manufacturer's standard warranty period exceeds twelve (12) months, then the standard warranty period shall prevail. The Contractor shall be ultimately responsible for the warranty. The Contractor shall provide the City Department Representative with all manufacturers' warranty documents upon completion of service prior to leaving the job site.

- 4.5.5** Work performed shall meet all applicable standards and codes. Contractor shall warranty all work against any defects in workmanship; and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of one (1) year after completion of work. The warranty period shall commence upon date of acceptance by the City.

4.6 GENERAL REQUIREMENTS

- 4.6.1** The Contractor shall supply all labor, materials, and equipment necessary for the proper execution and completion of the work; and shall perform all services as stated in this scope of services.
- 4.6.2** Contractor shall provide full time supervision and properly skilled staff to perform the work required under this contract and shall perform the services in accordance with the specifications as defined herein.
- 4.6.3** Perform and complete all work required. Contractor shall diligently perform the work to completion within the time set forth in the solicitation. The period of performance shall include, but is not limited to, mobilization, City recognized holidays, weekends, normal/inclement weather, and cleanup; therefore, claims for delay shall not be allowed.
- 4.6.4** Contractor shall adhere to all applicable Federal, State, County, and City laws, codes, and ordinances applicable to the performance of any work resulting from this solicitation. Ignorance on the part of Contractor shall not relieve Contractor from responsibility.
- 4.6.5** Contractor shall provide all necessary safety barriers at the job site(s) during the execution of work to alert building occupants and other people of potential hazards.
- 4.6.6** Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, and police support, as required for each job. Proposed traffic control methods shall be submitted in advance to the City Department Representative for approval prior to the commencement of work. City Department Representative's approval shall not, however, relieve Contractor from responsibility with regard thereto.
- 4.6.7** Contractor shall deliver, store, and handle all Materials in a manner that shall prevent damage to the Equipment and related components.
- 4.6.8** It shall be Contractor's responsibility for storage of any Materials and the City will not be responsible for loss or damage to Materials, tools, Equipment, or work arising from acts of theft, vandalism, malicious mischief or other causes.
- 4.6.9** Contractor shall thoroughly examine and become familiar with the City facility where services are to be performed, prior to commencing work, to ensure the service can be completed in an orderly and safe manner.

- 4.6.10** Contractor shall be responsible for obtaining all required permits applicable to performance of this solicitation. Contractor shall include all such costs within its applicable pricing in Attachment B – Price Schedule as an all-inclusive price. Contractor shall ensure any work that requires a separate license is performed under the applicable license as required under local or state law.
- 4.6.11** Contractor shall ensure all Equipment and tools are well maintained, calibrated and in proper working order before use in the performance of this service.
- 4.6.12** Contractor shall protect City property and other items with tarps, plastic sheeting or other methods as required and prior to commencing work.
- 4.6.13** Contractor shall at all times keep the site, including storage areas, free from accumulations of waste Materials. Before completing the work, Contractor shall remove from the premises all rubbish, tools, equipment, and materials that is not the property of City. Upon completing the work, Contractor shall leave the site in a clean and orderly condition satisfactory to City. Final cleanup is part of the work and Contractor is responsible for all construction refuse disposal containers and their removal from the site.
- 4.6.14** No debris, litter, trash, leaves, or other items shall be dumped and left in City property and/or surrounding areas.
- 4.6.15** No debris, litter, trash, leaves, or other items shall be mowed over during landscaping services, under any circumstances. All debris, litter, trash, leaves, and other items shall be picked-up prior to services being provided.
- 4.6.16** Contractor shall not use City waste disposal containers of any size or type.
- 4.6.17** Contractor shall properly dispose of all debris, old materials, and trash resulting from the specified work in an approved landfill. Contractor shall be responsible for the disposal of all waste to include universal and hazardous materials resulting from the work. Handling and transporting of all waste materials shall be performed in accordance with safety and environmental regulations. Contractor shall meet all Federal, State, and Local regulations for the disposal of the waste.
- 4.6.18** All local, state, and federal safety and environmental requirements, standards, and regulations shall be followed per the Contractor-provided Health and Safety Management Plan or other Contractor-provided plan.
- 4.6.19** Contractor shall confine its operations (including storage of Materials) to areas authorized or approved by the City.
- 4.6.20** Contractor shall take all necessary precautions to ensure that no damage shall result from operations to private or public property. All damages shall be reported and repaired or replaced by Contractor at no cost to City.
- 4.6.21** Contractor shall notify the City representative once the work is complete and area is ready for its intended use. Contractor shall provide pictures of the serviced areas showing the condition(s) of the property upon completion. Pictures shall be provided as part of the service report requirements.
- 4.6.22** Contractor shall not affect building systems during the performance of the services required by the solicitation. Impact to the building systems shall be corrected by Contractor at no cost to City.

4.7 **SERVICE LOCATIONS:** The locations included on this service agreement, include the service locations as indicated in Attachment B – Price Schedule and Exhibit II – Work Locations.

- 4.7.1** The City of San Antonio reserves the right to add or delete locations or equipment for Scheduled Services, Inspections, Maintenance, and Repair Services during this contract period. If equipment is added to an existing location, or a new location is added to the contract, City shall pay Contractor in accordance with the price stated in the Price Schedule for added Equipment and/or services. The City will issue a change order to the contract to implement the change.
- 4.7.1.1** Should any equipment be taken out of service during the term of this contract, Contractor shall not invoice, and City shall not pay the associated charges for inspections. Should the City replace equipment with comparable equipment the associated inspections fee(s) shall be the same as the equipment it replaced.
- 4.7.1.2** All acreage amounts stated are estimates and may be changed if found to be incorrect. However, the City's determination of acreage shall be final.
- 4.7.2** There may be periods during the year where the City may require services to be reduced or halted temporarily for some locations. During dormant periods, the City may require Contractor to reduce the number of cycles or stop services all together.
- 4.7.3** City shall have the right, at City's election, to delay, cancel or add mowing cycles. The City reserves the right to adjust and/or modify the proposed work schedules at their discretion or due to heavy peak loads or weather conditions such as heavy rain or drought. Drought conditions in San Antonio may last a few weeks to several months, which would require little, if no mowing.
- 4.7.3.1** City will provide a seven (7) calendar day notice to Contractor for temporary schedule modifications. Contractor shall not invoice, and City shall have no obligation to pay when services are not performed. City will pay the normal cycle rate for rescheduled services.
- 4.7.3.1.1** Any adjustments to the schedule made by City shall be in writing.
- 4.7.4** Depending on the weather, the frequency of services may be increased or decreased as authorized by the City Department Representative. Services performed shall be billed accordingly per the prices on the price schedule.
- 4.7.5** If the City cancels a mowing cycle, Contractor will not be paid for the cancelled cycle. If the City delays a mowing cycle, City and Contractor will work together to modify the mowing cycle schedule and Contractor will invoice and City will pay for the completed mowing cycles per the price schedule. If City elects to add new mowing cycles, Contractor will be paid for the additional cycles at the per cycle rate shown on Attachment B – Price Schedule.
- 4.7.6** There may be periods during the year where the City may require the scheduled service to be altered due to the use of the facility for a special event or other occurrence. City reserves the right to adjust the monthly schedule at the City's discretion to accommodate special requests that arise throughout the year to support priority requests or events. City will provide written notice of such adjustments.

4.8 PERSONNEL/EQUIPMENT

- 4.8.1** The City's Environmentally Preferred Purchasing Policy (EPPP) requires "environmentally preferred alternatives whenever practical" and 50% of devices on the Equipment List (Exhibit 2) must have clean, economical and quiet alternatives, including all-electric devices or devices that can be supported with alternative fuels, such as Compressed Natural Gas or Propane. For any diesel-powered mower engines that are 25 horsepower and larger, City requires the use of equipment operating a Tier 4 conventional fuel engine or alternative fuels. Tier 4 is defined as a federally mandated air-quality emissions

standards established by the U.S. Environmental Protection Agency (EPA) that applies to new diesel-powered mower engines (25 horsepower and larger).

- 4.8.2 All equipment must be equipped with safeguards as outlined by ANSI and OSHA.
- 4.8.3 Any additional equipment required to accomplish the requirements of this contract shall be of the size and type customarily used to accomplish work of this kind and no equipment shall be used which is harmful to the areas being serviced.
- 4.8.4 All equipment must be in good working condition at all times.
- 4.8.5 Contractor shall be equipped with enough string trimmers and employees to operate them when ground conditions are too wet for mowers. City will not be responsible for any materials, tools and/or equipment that are unattended by Contractor.
- 4.8.6 Contractor shall be required to employ staff necessary to complete the requirements of this contract. Personnel shall include, but not be limited to:
 - 4.8.6.1 Manager - serves as the primary contact with the City. The Manager shall manage the provision of services, administer the contract, assure adequate supervision of staff, and ensure that the areas serviced meets or exceeds the requirements.
 - 4.8.6.2 Crew Leader(s) - consists of staffing to be the main responders to emergency situations or site-specific questions/problems, specific work details and priorities, etc.
 - 4.8.6.3 Laborers - provide the day to day services.

4.9 LANDSCAPE SERVICES

4.9.1 **Mowing, plant and shrub trimming, removal of weeds, and mulch replacement:**

- 4.9.1.1 Upon the arrival and departure at all designated locations, the Contractor's assigned staff member is required to sign IN and OUT using the Landscaping Services Log Book that's located at the main desk at each facility. For the locations that do not have a main desk, the City will designate a building representative for the Contractor's employee to contact upon each visit.
- 4.9.1.2 Mowing shall be accomplished to a height of 3 inches in a professional manner so as not to scalp turf or leave areas of uncut grass. The City may require height adjustments as needed due to seasons, turf conditions, or weather conditions. Such heights shall be determined by each City Department Representative through written notification to the Contractor. All mowing shall be even and consistent, and under no circumstances shall there be clumps of grass left on the turf areas when the mowing is completed.
- 4.9.1.3 Equipment must be operated at an optimum traveling speed to match the blade speed to properly cut grass and provide the optimal desired "manicured" cut designated by City staff. Mowing areas shall include slopes and trails.

- 4.9.1.4** Contractor shall take extreme care not to damage trees, plants, shrubs, signs, water faucets, valves, other appurtenances or irrigation systems or create ruts in ground surface. Contractor shall be responsible for any damage to these objects, which shall be replaced by Contractor at Contractor's expense. City may invoice Contractor for said costs or deduct the cost from Contractor's payment otherwise due hereunder. City employs certified employees in specific areas identified above. These City employees will assess and report damages and associated costs to the Department Representatives. Contractor agrees to abide by City's determination of fault and determination of costs.
- 4.9.1.5** Contractor shall be held accountable for any damages caused to private or public property due to airborne projectiles encountering the property as a result of using string trimmers, riding mowers, push mowers, etc. This includes negligence by the Contractor's employees when using the aforementioned equipment in an inappropriate manner within decomposed granite, plant beds, rock beds, sand gravel, or any other areas that could potentially contain loose objects or debris. City is not responsible for providing video or photographs of the Contractor's employees causing the damages to private or public property, and Contractor agrees to abide by City's determination of fault and determination of costs.
- 4.9.1.6** Hand/string trimming shall be accomplished around trees without damaging tree trunks, plants, shrubs, signs, water faucets, valves, and other appurtenance or hard surfaces.
- 4.9.1.7** The entire grounds including areas around the parking, fence lines, with plant beds, rock beds, storm water drainage basins, walkways, trees, tree wells, shrubs, groundcover, landscaped, and mulched areas **shall be free of weeds and weeded at each service call to avoid weed accumulation and unwanted vegetation.** In addition, areas around all utility poles, flag poles, and sidewalk/curb cracks shall be kept free of weeds, stray grasses, and/or shrubbery which may grow around or within them. This includes sprouts from nearby trees.
- 4.9.1.8** Landscaped and groundcover areas such as, but not limited to, plant/shrub beds, rock beds, mulched beds, decomposed granite, granite, drainage grates, and tree wells shall be kept free of weeds, grass, debris, or other objectionable materials (i.e., trash, leaves, Branches, etc.). Weeds and stray grasses shall be hand-pulled within these areas to ensure that the appearance is attractive and presentable. Simply applying herbicide treatment without physically removing the weeds and stray grasses is not permitted on this contract.
- 4.9.1.9** The Contractor shall mow and trim sites in such a manner to avoid bumping, girdling, or any other activity that may cause damage to trees, shrubs, plants, fences, or other hard surfaces. Contractor shall not mow under conditions wet enough that may result in damage to turf or create unsafe mowing conditions.
- 4.9.1.10** The following minimum precautions shall be taken to avoid damage:
- 4.9.1.10.1** Power mowers shall not be operated closer than four (4) inches to lighting fixtures, signage, markers, other structures, or tree/shrub trunks.

4.9.1.10.2 Outside wheel widths on riding type mowers shall not exceed the width of the mower deck. Speeds of all lawn mowing equipment shall be restricted to that required by the manufacturer for safe and prudent operations.

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

4.9.1.10.4 String trimmers shall be used to trim grass from around monuments, signage, markers, lighting fixtures or other structures. String trimmers shall not be used within decomposed granite areas, plant beds, tree wells, or mulched areas.

4.9.1.11 Open Field Mowing shall be accomplished with a shredder to a height of 5 inches in a professional manner so as not to scalp turf or leave areas of uncut grass. The City may require height adjustments as needed due to seasons, turf conditions, or weather conditions. Such heights shall be determined by each City Department Representative through written notification to the Contractor. All such notifications shall be incorporated as if fully set forth herein. All mowing shall be even and consistent. Clumps of grass clippings shall NOT be left behind after each mowing cycle. Contractor shall remove all clumped grass clippings identified by City Department Representative.

4.9.1.12 Mulch: All planting beds shall be mulched with organic mulch (double-ground fine hardwood) within 30 days of the start of the contract to a depth of 3-4 inches. Mulch must be maintained at this level throughout the term of the contract and replenished semi-annually (2x per year) thereafter. Contractor shall remove the existing coarse mulch within the plant beds prior to installing the organic mulch. City Arborist shall approve type of mulch, whether it is City or commercial mulch.

4.9.1.13 Plants and shrubs shall be routinely trimmed to maintain a crisp, professional well-groomed appearance. Shearing back of shrubs and branches is not permitted. All plants and shrubs shall be maintained to prevent obstructions to camera views, pedestrian and vehicle passageways and any other objects such as buildings, fire hydrants, signs, fences, walls, sitting areas, walkways, sidewalks or as directed by the City Department Representative. If Contractor damages shrub(s) through intentional, negligent or omissive acts, then Contractor shall replace shrubs with same species of shrub(s).

4.9.2 Removal of grass clippings, leaves, debris, litter, trash, and fallen tree limbs:

4.9.2.1 Removal of cut grass from the turf area where growth occurred will not be required unless grass is clumped. It is the City's goal to ensure aesthetically pleasing locations, so all clumped grass due to moisture should be removed or spread out evenly. Cut grass and debris which falls or is thrown upon the pavement, streets, sidewalks, driveways, adjacent properties, or other hard surface through the action of the work crew, shall be removed from the project area prior to the exit of the work crew from the work site.

- 4.9.2.2** Leaves, debris, litter, trash, and fallen tree limbs shall be removed prior to performing the landscaping services and shall be disposed of by Contractor. Contractor shall ensure methods of disposal shall adhere to the requirements contained within this RFCSP. Debris shall not be deposited into City or privately owned trash receptacles, dumpsters or left on the grounds of any facility.
- 4.9.2.3** Grass, weeds, litter, trash, leaves, branches, or debris shall NOT be blown or discharged into the streets, sidewalks, curbs, or gutters, but collected for brush recycling by Contractor.

4.9.3 Edging and/or String Trimming

- 4.9.3.1** Contractor shall cut and remove all plant materials immediately adjacent to or under serviced area structures, poles, trees, signs, fences, planting beds, etc. This shall also include the removal of all plant material from expansion joints and any other cracks in curbs, sidewalks (both sides), driveways and any other hard surface.
- 4.9.3.2** All trimming within the turf areas shall be accomplished by maintaining the required 3" cutting height or any adjusted height requested by the City.
- 4.9.3.3** Trimming shall follow all mowing in the area to not only trim around objects and along sidewalks, but also to trim grass missed by mowers.
- 4.9.3.4** Special care shall be given to trimming around trees as not to inflict damage to the bark of the trees. The installation of trunk guards is recommended. Under no circumstances shall trimming with a string trimmer be performed within the tree ring.
- 4.9.3.5** Under no circumstances shall string trimmers be used within decomposed granite or other gravel areas that pose a risk for granules to become airborne projectiles. These areas shall be cut by using manual hand clippers, and all weeds within these areas shall be hand-pulled.
- 4.9.3.6** Trimming may be reduced by chemical trimming, with prior written approval of City Departments. Any chemical trimming approved by the department representatives shall be applied in accordance with all federal, state, and local applicable laws, standards, and regulations necessary to perform the services, including, but not limited to Material Safety Data Sheets and Texas Structural Pest Control Board Law and Regulations.
- 4.9.3.7** All areas where grass abuts hard surfaces such as sidewalks, curbs, and lawn perimeters shall be edged at each service cycle. Contractor shall string trim around fences, buildings, walks, and curbs to maintain an attractive, even, finished appearance.
- 4.9.3.8** Areas where an edger is difficult to maneuver, such as fences, flower beds, utility poles and other immobile objects shall be cut with a string trimmer or by a manual hand clipper to the same height as the lawn areas.

- 4.9.3.9** All sidewalks, curbs, and steps must be mechanically edged to a one (1") inch depth and ¼ inch width where they exist exposing the concrete surface. The initial edging shall be completed by the end of the first cycle.
- 4.9.3.10** All edges must be maintained throughout the duration of the contract using a vertical cut approach. All material dislodged by edging must be removed from the site. Sidewalks must be edged on both sides.
- 4.9.3.11** All trimming and edging must be accomplished concurrently with mowing operations.

4.9.4 Tree Wells:

- 4.9.4.1** Contractor shall properly install and maintain all tree wells by applying a 3-4 inch depth ring of fresh organic mulch (double-ground fine hardwood) around the trees. Hand weeding is required within all tree wells and the mulch rings. Mulch must be maintained at this level throughout the term of the contract and replenished semi-annually (2x per year).
- 4.9.4.2** Mulch forming the tree wells shall be pulled back a minimum of 2 to 3 inches from the base of the tree trunk. Care should be taken to prevent mechanical damage to landscape and for aesthetic purposes.
- 4.9.4.3** Contractor shall take extreme care to prevent damaging the established mulch tree rings. All mowing/trimming equipment and tools shall not be used within the tree wells and/or tree rings. Written approval from the City Department Representative must be received prior to using any type of herbicide treatment to control weeds within the tree wells or on the tree rings.
- 4.9.4.4** Contractor will be responsible for the replacement of any damaged/disturbed mulched tree rings and shall replenish with like mulch as a result of the Contractor's negligence. This shall be at no additional cost to the City.
- 4.9.4.5** The City Arborist or Horticulturist must approve the placement and replacement of mulch tree rings prior to all installments and re- applications.
- 4.9.4.6** Contractor will not be allowed to spray herbicides or pesticides without the written approval of the City. City Department Representative approval is contingent upon the Contractor providing that at least one employee is licensed as a Pesticide Commercial Applicator under Texas Department of Agriculture. Employee who is the licensed Pesticide Commercial Applicator shall follow all applicable state and federal laws.
- 4.9.4.7** Contractor shall ensure that all irrigation system tree bubblers are within the established tree rings and shall relocate any devices that are outside of the tree ring. Contractor shall notify the City Department Representative whenever this is discovered.

4.9.5 Litter Pick-Up:

- 4.9.5.1** All Litter shall be physically removed from the grounds and landscaped areas prior to performing each service. "Litter" is defined as branches, trash or

garbage, disposable gloves, paper or plastic cups, paper, wood, plastic, glass products, aluminum cans, and cigarette butts. Litter shall not be disposed into City or privately-owned trash receptacles, dumpsters or left on the grounds of any facility. Litter shall not, under any conditions, be mowed. Contractor is responsible for removing and disposing of all litter throughout the property upon each service.

4.9.5.2 Any type of litter (including leaves) shall not under any circumstances be mowed or blown onto the adjacent property, sidewalks, or roadways. Contractor is responsible for removing all types of litter from plant beds, decomposed granite, tree wells, rock beds, storm water grates, storm water retention basins, etc.

4.9.5.3 Litter, trash, and debris include, but are not limited to, all fallen tree branches, trees that have fallen over, blown papers, dumped trash, or any other debris encountered.

4.9.6 Power Blower/Sweeping:

4.9.6.1 All parking lot surfaces, sidewalks, building entrance and exit areas, patio, concrete pads (landing), and gates roughs shall be swept or blown clean at the conclusion of each service cycle. When complete, the entire site shall be totally free of debris, litter, trash, leaves, etc.

4.9.6.2 Grass clippings, weeds, trash, leaves or any type of debris shall NOT be blown or discharged into the streets (roadways), sidewalks, basins, storm water gutters.

4.9.7 Inspections:

4.9.7.1 Contractor shall email the City Department Representative within 24 hours upon the completion of each service cycle to confirm that the work was performed in accordance with the contract specifications. Notifications shall include, at a minimum, a list of locations serviced, and the date and time the service(s) were provided. This will be used for reconciliation, auditing, invoice validation, and tracking purposes. Failure to provide this email notification, as requested, may result in a delay payment(s) or rejection of invoice(s).

4.9.7.2 The City Department Representative will inspect locations within 48 hours to confirm that the services were performed in accordance with the contract requirements. The Contractor shall be notified verbally and in writing about the results of their performance at each location. If the Contractor's work does not meet the requirements of this contract, the contractor shall correct any identified deficiencies within 24 hours of notification and contact the respective City Department Representative when correction(s) have been performed. The work will be re-inspected by the City Department Representative prior to authorizing payment for the submitted invoice(s). All corrections of the identified deficiencies shall be at the Contractor's expense.

4.10 IRRIGATION SYSTEM(S)

4.10.1 IRRIGATION EQUIPMENT SERVICES & REPAIR REQUIREMENTS: Services required by Contractor. Contractor shall:

- 4.10.1.1** Provide Scheduled Maintenance services for all irrigation Equipment. All work shall meet manufacturers' and industry standards.
- 4.10.1.2** Ensure that Scheduled Maintenance, Other Services, or replacements of damaged, broken, or worn Parts are done in such a way that safe operation of Equipment is not affected.
- 4.10.1.3** Contractor is responsible for cleaning any spill and protecting other areas of the facility.
- 4.10.1.4** Contractor shall replace any hardware to complete the work as defined in the solicitation.
- 4.10.1.5** **Major Repair:** If Contractor discovers that a Major repair is required for an irrigation system during an inspection, Contractor shall provide a quote and obtain a purchase order from the City Department Representative before performing any repair of the irrigation system equipment and associated devices.
- 4.10.1.5.1** Major Repairs include: irrigation system controllers, backflow prevention devices, main distribution or lateral lines, replacement of master control valves or zone valves (that have not been damaged by the Contractor), and repairs that are difficult to access and require extensive excavation such as under sidewalks, asphalt, concrete landings, and under large tree roots. Major repairs shall not be included in the price of the monthly irrigation preventive maintenance inspections. Pricing for all Major Repairs Labor pricing shown in Attachment B - Price Schedule. Time shall be based on actual time spent on the job site. Travel charges to the job site will NOT be allowed. Materials shall be provided at the Contractor's actual cost-plus percentage per the price schedule. All materials supplied shall be new, not reused, and in first class condition.
- 4.10.1.5.2** Time and Material quotes for Major Repairs shall include a description of the required repairs (s), the specific zone number(s), and a cost breakdown submitted by the Contractor clearly indicating the labor rate, quantity of hours required to perform the repairs, materials list, and cost of the materials with evidence supporting the same. City shall generate a separate purchase order for each Major Repair detailing the labor charge and the part/materials as outlined. Contractor's invoices shall reflect only the actual quantities of parts/materials used to perform each job, and PVC glue/primer is considered a consumable, therefore, cannot be charged on each invoice for the applicable repair (i.e., quart of glue and quart of primer).
- 4.10.1.5.3** All replacement parts shall be the same or of equal quality as the part being replaced.
- 4.10.1.6** If a backflow prevention device requires replacement, Contractor shall submit a permit through the City's permitting section and provide a copy of the permit to the City Department Representative once the backflow device has been installed and inspected. A copy of the permit must be submitted prior to invoicing.
- 4.10.1.7** Any adjustments to the time and watering day features of the irrigation systems shall meet local ordinances for water restrictions ET rates as recommended by

SAWS. (Sample seasonal irrigation schedule available at www.saws.org/conservation/.)

4.10.1.8 Contractor shall provide service/maintenance reports. Contractor shall provide a comprehensive legibly written and/or computerized service report based on each system and/or service after services are completed at each location. The reports shall consist of, but shall not be limited to:

- 4.10.1.8.1** A written and/or computerized report for the services and other tasks performed within this solicitation.
- 4.10.1.8.2** Start time and completion time.
- 4.10.1.8.3** Date service was performed.
- 4.10.1.8.4** Photos of completed work.
- 4.10.1.8.5** Type of Equipment (make, model #, serial number), if applicable.
- 4.10.1.8.6** Tasks performed.
- 4.10.1.8.7** Itemized Parts list, if applicable.
- 4.10.1.8.8** Detailed list of other services performed as part of the Scheduled Maintenance or Repair Services.
- 4.10.1.8.9** Provide deficiencies found and recommendations for, repairs and/or replacements. The report shall advise of all inspection problems or potential problems. The report shall include suggested services for items that are in danger of imminent failure and an itemized cost estimate. This cost estimate shall not be construed as an authorization for additional work. Submit extra work proposals to the City Department Representative before the next service.
- 4.10.1.8.10** The maintenance report shall include a checklist and scheduled items completed.
- 4.10.1.8.11** If the system does not perform as designed, Contractor shall provide an itemized estimate cost for services to make the system functional to the City Department Representative.
- 4.10.1.8.12** Contractor shall maintain proper electronic records of Equipment serviced under this contract that includes, but is not limited to, facility site name, site location, zip code, Equipment nomenclature - make/brand, model number, size, serial number, approximate date of installation or manufacture date, maintenance tasks performed (inspected, lubricated, and/or adjusted), service completed with dates, description of major problems, type of units, number of units, date and name of the technician(s) who serviced the Equipment, and certification by Contractor that cleaning and/or maintenance has been performed.
- 4.10.1.8.13** The report shall be signed and dated by Contractor's technician upon completion.
 - 4.10.1.8.13.1** When Equipment, Parts and/or components are replaced as a unit, and an updated design of the replacement is available, the newer design item shall be used as a replacement.

4.10.1.9 Equipment changes - In the event a control system is altered, modified, changed, or if any Equipment is in need of replacement, Contractor shall provide a written explanation and an estimated cost to the City Department Representative for approval prior to performing any recommended work. If approved by the City, the work will be authorized when Contractor receives a purchase order.

4.10.1.10 Status of Equipment Notification Requirement:

4.10.1.10.1 Contractor shall notify the City Department Representative of any condition that impairs the continued safe use of the Equipment covered under the scope of this contract, including, but not limited to: conditions which may cause injury; conditions which may cause damage to Equipment; conditions which may be hazardous; and other abnormal conditions per manufacturer's and/or industry standards. Contractor shall notify the City Department Representative within thirty (30) minutes from taking out of service any Equipment.

4.10.1.10.2 Removal of unit from service: Removal of Equipment from service during peak hours shall be coordinated with and approved by City prior to removal. Removal of Equipment for service during off-peak hours is expected, but notification to and coordination with the City shall be provided within thirty (30) minutes from removing any Equipment from service.

4.10.1.11 Spills and other failures: Contractor shall:

4.10.1.11.1 Be responsible for all clean-up costs and repairs due to any failure of Contractor's products, equipment, or services.

4.10.1.11.2 Collect and dispose of spill Material at no cost to City.

4.10.2 Monthly Preventive Maintenance

4.10.2.1 Upon contract award and monthly thereafter, the Contractor shall conduct inspections/testing of existing Irrigation Systems to maintain 100% operational functionality. All deficiencies must be reported on the Monthly Irrigation Systems Inspection Report, and Contractor shall provide recommendations for correcting identified deficiencies.

4.10.2.2 On a monthly basis, Contractor shall check and test the main irrigation controllers, backflow prevention devices, meter control valves, and all devices (sprinkler heads, spray nozzles, tree bubblers, drip lines, etc.) and perform Minor Repairs to the irrigation system on an "as needed, where needed" basis. All damaged devices must be replaced upon discovery.

4.10.2.3 Contractor shall provide an irrigation system inspection report of minor repairs performed and major repairs recommended to be completed. Repairs shall be recommended through a quote to the City Department Representative. The inspection report shall be submitted to the City department within seven (7) days of Contractor's visit to the property. The inspection report must be detailed "zone" by "zone". The irrigation system inspection report must be provided before sending an invoice for the specific month. Invoices will not be paid without a valid irrigation system inspection report for the designated facilities.

- 4.10.2.4** Contractor shall perform Minor Repairs and adjustments to irrigation system equipment/devices upon discovery. Minor Repairs shall be included in the price of the monthly irrigation preventive maintenance inspection.

4.10.3 Monthly Irrigation System Inspection Reports:

- 4.10.3.1** All testing shall be in accordance with State, Federal and local codes. Reports of every test shall be submitted to the City Department Representative as required by the submittal section.
- 4.10.3.2** Contractor shall provide a legible monthly Irrigation System Report for each facility. Report shall contain the following information, at a minimum:
- 4.10.3.2.1** Building name and address.
 - 4.10.3.2.2** Irrigation Technician's name (printed).
 - 4.10.3.2.3** Date of Inspection (actual date performed).
 - 4.10.3.2.4** Time of arrival and departure.
 - 4.10.3.2.5** List of each zone by zone number with the quantity of zone valves.
 - 4.10.3.2.6** Description of each zone (i.e., sprinkler head, spray nozzle, rotary head, tree bubbler, drip line, etc.).
 - 4.10.3.2.7** Description of all deficiencies discovered during inspection.
 - 4.10.3.2.8** Irrigation controller information (manufacturer, model number, serial number, quantity of zones, etc.).
 - 4.10.3.2.9** Rain/Freeze sensor installed (Y/N) and tested for proper operation.
 - 4.10.3.2.10** Description of backflow prevention device (manufacturer, model number, serial number, size, physical location on the property).
 - 4.10.3.2.11** Description of the master control valve including the size (1 ½" or 2"), and the physical location on the property.
 - 4.10.3.2.12** Water meter information (manufacturer, physical location on property, any noted leaks or other deficiencies),
 - 4.10.3.2.13** Watering schedules zone-by-zone (program A or B, day(s) of week, time of day, duration of watering time),
 - 4.10.3.2.14** Description of all repairs performed while conducting the inspection that includes any broken devices.
 - 4.10.3.2.15** Irrigation Technician's signature and date.

4.10.4 Seasonal Requirements:

- 4.10.4.1** Contractor shall perform the required winterization procedures during the monthly PM inspection each December. At a minimum, the contractor shall check the following as part of the winterization procedures:
- 4.10.4.1.1** Blowout water from all valves and accessible lines using appropriately sized compressor.
 - 4.10.4.1.2** Insulate/seal exposed piping and valves to prevent freezing.
 - 4.10.4.1.3** Ensure that all valve boxes have covers/lids that adequately close-off the box

4.10.4.2 Contractor shall perform the required spring start-up during the monthly PM inspection each March. At a minimum, the contractor shall check the following as part of the spring start-up procedures:

4.10.4.2.1 Check the entire system for obvious external damages and missing devices.

4.10.4.2.2 Pressurize the system and check for signs of line breaks/leaks and proper operation and water distribution.

4.10.4.2.3 Remove, clean, and replace clogged heads, nozzles, or bubblers.

4.10.4.2.4 Recalibrate and adjust all aspects of each system zone.

4.10.4.2.5 Provide documentation and pictures of conditions discovered and the necessary work to ensure the system is functioning at optimum capacity. Provide estimate to the City Department Representative if any of the repairs are determined to be Major Repairs as defined within.

4.10.5 Annual Inspections:

4.10.5.1 Contractor shall perform annual irrigation system audits that includes the Annual Irrigation Checkup as required by San Antonio Water Systems (SAWS) and shall submit the required report to SAWS prior to May 1st of each year. A copy of the report must be sent to the City Department Representative before sending the invoice for all locations. All irrigation systems backflow prevention device(s) inspections/certifications shall be performed prior to June 30th each year, and a copy of the inspection/certification report must be sent to the City Department Representative before sending the invoice for all locations.

4.10.6 Pre-existing Damage to Irrigation Systems: For those locations for which Contractor is obligated to maintain an irrigation system, Contractor shall have 30 days from the start of the contract to identify all pre-existing issues with the irrigation systems and to provide an estimate to repair the deficiencies. No distinction is made between major or minor repairs for purposes of this section. City shall have the discretion to hire Contractor or another party to complete the repairs. Once the repairs have been completed, City and Contractor shall schedule a walk through to verify that all repairs have been completed. Once verification of repairs is made, Contractor is responsible for maintaining the irrigation systems in accordance with Sections 4.10.2, "Monthly Preventative Maintenance", 4.10.3, "Monthly Irrigation System Inspection Report, Section 4.10.4, "Seasonal Requirements," Section 4.10.5, "Annual Inspections", and, to ensure they are functioning at optimal performance. Pricing for repairs of Pre-existing Damage shall be in accordance with the Major Repairs Labor Hours pricing shown in the price schedule. Costs for Minor Repairs shall be borne by the Contractor. Time shall be based on actual time spent on the job site. Travel charges to the job site will NOT be allowed. Materials shall be provided at Contractor's actual invoiced cost, which shall be no greater than Manufacturer's Suggested Retail Price. Cost plus charges are not allowed. All materials supplied shall be new and in first class condition.

4.10.6.1 Contractor's estimate to repair pre-existing damage shall include a cost breakdown submitted by Contractor clearly indicating the labor rate, quantity of hours required to perform the repairs, materials list, and costs of the materials with evidence supporting the same. Contractor shall generate separate invoices for each repair of pre-existing damage detailing the labor charge and the parts/materials as outlined above.

- 4.10.6.2** City decision whether to repair to pre-existing damage will depend on a variety of factors, such as overall cost and budgetary constraints. Therefore, it is possible that such repairs will not be made at all locations. In the event repairs are not made, Contractor shall be responsible for maintaining system as-is.

4.11 INSPECTIONS

- 4.11.1** Contractor shall email the appropriate City Department Representative shown on Exhibit 5, within 48 hours after completion of service cycle, to confirm that the work was performed in accordance with the scope of services. Notification shall include, at a minimum, a list of locations serviced, and the date and time the service(s) were provided. This will be used for reconciliation, auditing, invoice validation and tracking. Failure to provide this email notification, as requested, may result in delay or rejection of payment.
- 4.11.2** The City Department Representative will inspect locations within 48 hours to confirm services were performed as per contract requirements. The contractor shall be notified verbally and in writing about the results of its performance at each location. If the Contractor's work does not meet the requirements of this contract, the contractor shall correct any identified deficiencies within 24 hours of notification and contact the respective Department Representative when the corrections have been performed. The work will be re-inspected by the City prior to authorizing payment for the submitted invoice. Correction of deficiencies shall be at Contractor's sole cost and expense.
- 4.11.3** If Contractor fails to cure the default within the time specified and to the satisfaction of the City Department Representative, Contractor shall be subject to the following liquidated damages.
- 4.11.3.1 Liquidated Damages:** The Parties agree that the actual damages that might be sustained by the City by reason of the breach by Contractor of its covenant to provide services in accordance with the Maintenance Schedule is uncertain and would be difficult of ascertainment, and that the sum of **\$400.00 per default event, per location, for each day** Contractor is in default would be a reasonable compensation for such breach. Contractor hereby promises to pay, and City hereby agrees to accept, such sum of liquidated damages, and not as a penalty, in the event of such breach. Furthermore, Parties agree that City may withhold said liquidated damages from any payments due to Contractor hereunder, or from any other contract Contractor has with City. In lieu of assessing liquidated damages, City at its option may exercise its rights under the performance bond or shall have the right to terminate this contract, in whole or in part. In such event, City may pursue actual damages, rather than applying this liquidated damages provision.

4.12 GENERAL WORK REQUIREMENTS: Contractor shall:

- 4.12.1** Contractor shall report **all** graffiti to the "Graffiti Hotline" at (210) 207-4400 or 311. Notification shall also be made to the City Department Representative and denoted on the service report accompanied by a photo.
- 4.12.2** Before ordering any Materials or performing any work, Contractor shall verify all requirements and shall be responsible for correctness of the same.

- 4.12.3** Parts, components and workmanship shall be those as recommended by the manufacturer of the Equipment, professional trade standards, and applicable codes and standards.
- 4.12.4** Contractor staff, including but not limited to, supervisor, crew leaders, service representatives and service technicians shall meet and follow all City security protocols and other established standards.
- 4.12.5** Contractor shall be responsible for the conduct and performance of Contractor's employees including any subcontractors. Contractor's personnel must be properly uniformed and shall display a valid ID identifying their company at all times.
- 4.12.6** City will provide necessary and reasonable means of access to the Equipment being serviced. Contractor shall be free to stop and start all primary Equipment incidental to the maintenance of the Equipment as necessary provided that arrangements are mutually agreed upon in advance by Contractor and the City Department Representative. Contractor shall furnish a detailed estimate of downtime for all services. Extended periods of Equipment shutdown at any facility shall be coordinated through City Department Representative.
- 4.12.7** The work in this solicitation shall be performed while the facilities are occupied or unoccupied; therefore, Contractor shall provide the services in a manner which does not impact or interfere with the building occupants' daily responsibilities.
- 4.12.8** Contractor shall park only in designated parking spaces whenever performing services at any location. Contractor shall park vehicles legally and pay any associated costs for parking if applicable. City will not be responsible for any parking fees, violations, fines, or citations incurred by Contractor.
- 4.12.9** Contractor shall incur all associated costs and fees for the City's required COSA training, background checks, and ID badges.
- 4.12.10** Contractor shall provide crew leader and laborers communication equipment as necessary to perform the services of this Contract. This may include 2-way radios, pagers, cellular phones, telephone answering devices, etc.
- 4.12.11** Contractor shall respond to communication requests from the City representative within 2 hours during the normal working hours of 7:30 a.m. to 7:00 p.m., Monday through Friday.
- 4.12.12** Contractor shall notify City Department representative 24 - 48 hours in advance of scheduled work and shall notify City Department representative upon work completion and departure of site.
- 4.12.13** Each Department shall provide sign-in/sign-out sheets for the Contractor to use at each work location.
- 4.12.14** For the Fire Department work locations, access is restricted. City Department Representatives shall give Contractor access for each sign-in.
- 4.12.15** In the event of an emergency, the City Department Representative shall call the Contractor to perform emergency repairs and leave a voice message if no live person answers. Contractor shall call the City Department Representative within 30 minutes of when the message was left to arrange emergency repair work.
- 4.12.16** Contractor shall wear and/or display proper warning devices (safety vest, flashers, strobe lights, warning signs, etc.) to ensure the safety of both the employees and general public.

Contractor shall ensure his/her employees dress and remain dressed in a presentable fashion due to high public visibility of these areas. Should problems occur, Contractor may be advised of the circumstances and shall take appropriate action. Dressing problems include, but are not limited to, bare chest (no shirt or shirt left open), shorts while trimming or edging, open-toed shoes, and absence or improper use of safety devices. Contractor shall follow any safety rules or guidance provided by the City Department representative while on a City site.

4.12.17 Contractor shall be responsible for furnishing all signs and traffic controls in accordance with the Texas Manual on Uniform Traffic Control Devices. Contractor shall make any adjustments as required by the City.

4.13 WORK HOURS

4.13.1 Normal Working Hours: Normal Working Hours are defined as Monday – Friday, 7:30 AM to 7:00 PM, exclusive of City recognized Holidays.

4.13.1.1 In the event that a particular location must be performed during a weekend, the Contractor shall notify the City Department Representative in advance and perform the services at the prices indicated on the price schedule.

4.13.1.2 Services using gasoline-powered lawn equipment may not be performed on Air Quality Alert Days, unless EPA low emission units are approved by the City. Contractor shall make necessary arrangements to receive Air Quality Health Alert information.

4.13.1.3 Contractor shall abide by the City's rules regarding work on Ozone Alert Days. Contractor shall make necessary arrangements to receive Ozone Alert information and adhere to the associated restrictions on designated days.

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

4.13.2.1 January - February monthly

4.13.2.2 March - twice a month

4.13.2.3 April - September - weekly,

4.13.2.4 October - December - twice a month,

4.13.3 City shall have the right, at City's election, to delay, cancel or add mowing cycles. If the City's Department POC cancels a mowing cycle, Contractor will not be paid for the cancelled cycle. If the City delays a mowing cycle, City and Contractor will work together to modify the mowing cycle schedule and Contractor will be paid for all completed mowing cycles. If City elects to add new mowing cycles, Contractor will be paid for the additional cycles at the per cycle rate shown in Attachment B Price Schedule. If City adds new locations, those will be paid at the rate per acre per cycle shown in Item 1 and Item 3 on Attachment B Price Schedule. All acreage amounts stated are estimates and may be changed if found to be incorrect. However, the City's determination of acreage shall be final.

4.14 BUILDING RESTRICTIONS:

4.14.1 ACCESS: Contractor shall make prior arrangements with the City Department Representative for access to the building(s) to perform the services and obtain temporary COSA access ID badges, if necessary.

- 4.14.2 IDENTIFICATION.** Contractor's and subcontractors' personnel shall present a professional appearance and be readily identifiable to City staff when called out, to perform work under this contract. Contractor shall have the following:
- 4.14.2.1** Contractor's work vehicles must be clearly marked with the contractor's company logo on the side. City will not be responsible for contractor vehicles that are ticketed for parking violations received while performing the work described herein. Contractor is responsible for arranging for the legal parking of its service vehicles.
 - 4.14.2.2** Contractor Uniforms or Company Logo Apparel. Contractor's personnel shall present a neat appearance and be easily recognizable as a Contractor employee. This shall be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate ID badges which contain the company's name and employee's name. Contractor's uniforms shall be clean, unstained, well-fitting, and in good order. Shoes shall be sturdy construction and shall cover the foot to meet any required sanitation and safety requirements. Open-toed shoes, sneakers, sandals, and heels higher than two inches shall not be worn.
 - 4.14.2.3** ID Badges. Contractor's employees and subcontractors performing work under this contract shall wear ID Badges at all times while performing work under this contract. Badge content must be approved by City. At a minimum, badges shall contain name of Contractor, the name technician and name of subcontractor performing the work (if different).
- 4.14.3 PARKING:** Contractor shall make arrangements with the City Department Representative prior to off-loading any tools and/or equipment at the job site. Contractor shall park only in spaces assigned by the City Department Rep.
- 4.14.3.1** Contractor shall not park vehicles in areas that create potential hazardous traffic situations.
- 4.14.4** Contractor shall park only in designated parking spaces when performing services at any location. Contractor shall park vehicle and equipment legally and pay all associated costs for parking, if applicable. The City will not be responsible for any violations, fines, or tickets incurred by Contractor.
- 4.14.5** RESTROOMS: Restrooms shall not be used for washing of tools and equipment.
- 4.14.6** SECURITY: Contractor shall provide a list of all Contractor personnel or subcontractors that shall be performing work at each job site and Contractor or subcontractor's personnel shall comply with all security measures and protocols required by the City. Contractor personnel and subcontractor shall follow all required security standards and procedures to gain access into the facilities.
- 4.15 WARRANTY:**
- 4.15.1** Contractor shall warrant that work performed conforms to the solicitation requirements and is free of any defects in Equipment, Material, or workmanship performed by Contractor or any of its subcontractors or suppliers at any tier. All work provided by Contractor shall be warranted for a minimum period of one (1) year from the date of final acceptance of the work by the City.

- 4.15.2 PERFORMANCE WARRANTY:** Work performed under the solicitation shall meet all applicable standards and codes. Contractor shall guarantee all work against any defects in workmanship, and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of one (1) year after completion of work. The warranty period shall commence upon date of acceptance by the City.
- 4.15.3 MATERIAL WARRANTY:** Materials provided shall be in current production, as offered to commercial trade, and shall be of quality Material. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MATERIALS ARE NOT ACCEPTABLE. Materials shall be warranted against Material defects and defects in workmanship for a period of not less than one (1) year and shall cover 100 percent Parts, labor and shipping. The warranty period shall commence upon date of acceptance by the City. If the manufacturer's standard warranty period exceeds one (1) year, then the warranty period hereunder shall be the length of the manufacturer's warranty. Contractor shall be ultimately responsible for the warranty. Contractor shall provide the City Department Representative or designee with all manufacturers' warranty documents within five (5) days of completion of service(s).
- 4.15.4** All work performed by Contractor under the terms of this contract shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall have the right to terminate this Contract, in accordance with Section 006 – Termination. However, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

4.16 SERVICES AND RESPONSE TIME:

- 4.16.1** Contractor shall maintain the services of a professionally staffed telephone answering system so that immediate and continuous contact on a 24 hours per day, 7 (seven) days per week and 365 days per year basis can be made. Answering service personnel shall be employed by Contractor. Answering machines are not acceptable.
- 4.16.2** Contractor shall provide a point of contact (name and phone number) to be available 24/7 including weekdays, weekends, and holidays.
- 4.16.3** Contractor shall provide names and phone numbers of the technicians providing the services and ticket number or service number.
- 4.16.4** Parts and components for Other Services shall be at Contractor's cost plus markup per price schedule. Contractor shall provide copies of receipts for all Parts and supplies to the City's Department Representative with the service invoice.
- 4.16.5 Scheduled Maintenance Service:** Contractor shall perform the Scheduled Maintenance Services on the scheduled date. If unforeseen conditions arise, (example bad weather during the scheduled date) on the initial proposed scheduled date, Contractor shall notify the City's Department Representative via email or phone call. The rescheduled service shall be performed within fourteen (14) calendar days of the original Scheduled Maintenance date.
- 4.16.5.1** Inspection, maintenance and non-emergency repairs of irrigation systems shall be conducted during Normal Working Hours Monday through Friday 7:30 a.m. to 7:00 p.m.
- 4.16.5.2** Contractor shall perform all necessary labor on the existing equipment to replace parts and components that fail during the testing and inspection of the systems. Once a part has failed and must be replaced the Contractor must notify and seek

approval from the City's Department Representative or designee prior to performing the replacement work.

- 4.16.5.3** Contractor shall identify and document Irrigation systems malfunctions. All system malfunctions shall be reported to the City's Department Representative in writing within 24 hours.
- 4.16.5.4** Contractor shall test and calibrate repaired items.
- 4.16.5.5** If a deficiency is not corrected at the conclusion of the system inspection, testing, and maintenance procedure, the City's Department Representative or designated representative shall be informed of the impairment in writing within 24 hours. The service report that identifies the deficiency shall note the required repairs.
- 4.16.5.6** The City Department Representative is responsible for providing advance notification of testing, inspections, and maintenance for the irrigation system to the building occupants. Contractor shall coordinate all inspections, testing, and maintenance of the irrigation systems with the City Department Representative PRIOR to performing any work.
- 4.16.5.7** At the conclusion of testing, those previously notified shall be notified that the testing has been concluded. City Department Representative is responsible for providing the notification. The Contractor shall immediately notify the City Department Representative upon the completion of system testing.
 - 4.16.5.7.1** Contractor shall notify the City Department Representative of any condition that impairs the continued safe use of the equipment covered under the scope of this contract, including, but not limited to: conditions which may cause injury; conditions which may cause damage to the equipment; conditions which may be hazardous; and conditions that require the system to be replaced (i.e. manufacturer's notices for re-call etc.)

4.16.6 Emergency & Urgent Services:

- 4.16.6.1** Contractor shall verbally respond to all requests for emergency and urgent services regarding a malfunctioning irrigation system and the supporting equipment within thirty (30) minutes and be onsite to perform repairs within two (2) hours for Emergencies and the same day for Urgent services after being contacted during both Normal Working Hours and Overtime Hours.
- 4.16.6.2** Emergency and urgent work shall be performed during Normal Working Hours whenever possible; however, services shall be performed 24 hours, seven (7) days a week if deemed necessary by the City's Department Representative.
- 4.16.6.3** Contractor shall have a minimum of one (1) qualified technician respond on site after receipt of the initial notification request from the City's Department Representative.
- 4.16.6.4** Contractor shall contact the City's Department Representative upon arrival at the job site.
- 4.16.6.5** If an inspection reveals a problem exists in the Equipment, which is attributable to Contractor's lack of adherence to Scheduled Maintenance and quality controls, the total cost of the Emergency Service visit, including Parts and labor, shall be borne by Contractor, and no charges shall be authorized by the City. If

the problem is not attributable to Contractor's lack of adherence to Scheduled Maintenance and quality controls, then Contractor shall invoice the City based on labor rates and Parts upcharge per Attachment B - Price Schedule.

- 4.16.6.6** An emergency or urgent call is any condition that can potentially impact the health, safety and welfare of City employees and the public as determined solely by the City. The City will identify emergency and urgent calls at time of notification.
- 4.16.6.7** Contractor shall not begin any work without prior authorization from the City's Department Representative. If it is determined to be a Major Repair, Contractor shall provide a quotation of the work to be performed with an estimated cost for the service call within one (1) business day for Emergency and Urgent service calls. This work shall be billed in accordance with labor and Parts charges listed on the Price Schedule. The City shall not pay for any unauthorized Parts or labor charges. Contractor shall submit invoices for Emergency and Urgent service work with the City's purchase order number reflected on the invoice.
- 4.16.6.8** Some emergencies and urgent circumstances are of such a nature that it is impossible to wait for issuance of a purchase order or creation of an estimate. The City Department Representative will determine which situations fall under these circumstances and Contractor shall provide the services needed as directed.
- 4.16.6.9** Equipment parts and components shall be charged at cost plus markup per the price schedule. Contractor shall provide copies of receipts for all parts and supplies to the City Department Representative with the service invoice.
- 4.16.6.10** The work shall be completed on the same day of the notification, but not to exceed twenty four (24) hours from the time of arrival to the site. If work cannot be completed during the same day of the notification due to unavailability of Material, Contractor shall shut off the water at the backflow prevention device. The Contractor shall order Material within four (4) hours and shall receive Material within twenty four (24) hours of the initial notification. The Equipment shall be back to normal operations within forty eight (48) hours of the initial notification. If these requirements cannot be met, Contractor shall provide documentation to the City Department Representative for evaluation and a final completion date. The information shall be provided within two (2) hours from the time of arrival to the site.

4.16.7 Routine Services (Non-Emergency):

- 4.16.7.1** Contractor shall call back the City Department Representative within 30 minutes of receipt of phone call or email from CCDR, stating that there is an issue requiring service for any of the irrigation systems and supporting equipment referenced within this contract.
- 4.16.7.2** Contractor technician(s) shall respond on site to perform repairs within the same week of Contractor's receiving the notification during Normal Working Hours.
- 4.16.7.3** Non-emergency work shall be performed during Normal Working Hours, 7:30 a.m. till 7:00 p.m. M-F.
- 4.16.7.4** Contractor shall have a minimum of one (1) qualified technician respond on site after receipt of the initial notification request from CCDR.

- 4.16.7.5** Contractor shall contact the City Department Representative upon arrival at the job site.
- 4.16.7.6** If an inspection reveals a problem exists in the Equipment which is attributable to Contractor's lack of adherence to Scheduled Maintenance and quality controls, the total cost of the Routine Service visit, including parts or components and labor, shall be borne by Contractor, and no charges will be authorized by the City. If the problem is not attributable to Contractor's lack of adherence to Scheduled Maintenance and quality controls, then Contractor shall invoice the City based on labor rates and Parts upcharge per Attachment B - Price Schedule.
- 4.16.7.7** Equipment parts and components shall be charged at cost plus markup per the price schedule. Contractor shall provide copies of receipts for all Parts and supplies to the City Department Representative with the service invoice.
- 4.16.7.8** The work shall be completed within the same week of the notification. If work cannot be completed within the same week due to the unavailability of Material, the work shall be accomplished within fourteen (14) calendar days after identifying the Material and other requirements and with City's approval. All requirements shall be identified within twenty four (24) hours of the notification. Material requirements shall be processed and ordered within forty-eight (48) hours of receipt of notification. Contractor shall receive Material within seven (7) days of the notification. If these requirements cannot be met, Contractor shall provide documentation to the City Department Representative for evaluation and a final completion date.
- 4.16.7.9** Contractor shall not begin any work other than Scheduled Maintenance, unless specifically requested by the City Department Representative in writing by issuance of a purchase order or by a request in writing by email from the City Department Representative. Contractor shall provide a quotation of the work to be performed with an estimated cost for service within twenty-four (24) hours of the request.

4.16.8 Major Repair Services:

- 4.16.8.1** Contractor shall inform the City Department Representative if repairs are needed. Major repairs require City Department Representative written approval before initiating work.
- 4.16.8.2** Major repairs shall constitute any repairs exceeding \$5,000.00 in cost. Refer to Section 004 – Specifications/Scope of Services, subsection 4.10.1.5.
 - 4.16.8.2.1** Any repair that exceeds \$50,000.00 shall require a change order and approval by San Antonio City Council via passage of an ordinance.
- 4.16.8.4** Contractor shall start major repairs within two (2) calendar days after receiving the purchase order from the City.

4.16.9 Call Backs and Response Time:

- 4.16.9.1** Call backs are returns for inspections or service for an incident that City previously requested, and for which Contractor previously reported as having completed the services. Call back service is included at no additional cost to

City. Call back response time shall be in accordance with an Emergency Service call.

4.17 OUT OF SERVICE CREDITS:

- 4.17.1** City may also invoke Service Credits if Contractor fails to: (a) complete Scheduled Maintenance Service within fourteen (14) calendar days of the originally scheduled maintenance date; (b) provide a quotation of the work to be performed with an estimated cost for repair within twenty four (24) hours of the request, or, in the case of Emergency Requests, within the same business day; (c) complete Routine Service requests within fourteen (14) calendar days after receipt of City's purchase order, if work cannot be completed during the same day of notification due to unavailability of Materials; (d) complete Urgent Service requests within seven (7) calendar days after receipt of City's purchase order or notice to proceed by email if work cannot be completed during the same day of notification due to unavailability of Materials; and (e) complete Emergency Service requests within twenty-four (24) hours after receipt of City's purchase order or notice to proceed by email if work cannot be completed during the same day of notification due to unavailability of Materials.
- 4.17.1.1** Scheduled service work that is not completed and results in an inoperable system shall not be cause for a waiver of the Service Credit.
- 4.17.2** The City may, at its discretion, instruct Contractor to perform this work at another specified time, in which case the service credit will not be invoked. The service credit does not apply to Force Majeure conditions, or when units are taken out of service to accomplish pre-planned, City approved activities.
- 4.17.3** The Service Credit is \$50.00 per hour or fraction of an hour, for each failure to meet a required response time, failure to provide a quotation of the work to be performed within the required period, and for each failure to complete repairs within the required period and continues to accrue until such time as Contractor responds, provides the quotation, or completes the repair, as applicable. Acceptable operation of Equipment must be verified by the City Department Representative for repairs to be considered completed.
- 4.22.4** The Service Credit is not invoked in those instances where inoperable systems are a result of an accident caused by others and not due to Contractor's error, lack of Scheduled Maintenance, negligence, or failure to meet the response times indicated herein. Contractor is responsible for ensuring that the City Department Representative is made aware of these situations within thirty (30) minutes of arrival.
- 4.17.5** The Service Credits apply to Equipment and related components separately; therefore, simultaneous breakdowns of several units may invoke multiple Service Credits. However, Service Credits shall not be applied in such a manner that would result in Contractor paying double or multiple credits for one item of Equipment that is inoperable.
- 4.17.6** The City Department Representative shall be the final authority on whether or not a service credit is invoked. When a service credit has been invoked, Contractor shall calculate such service credit and Contractor shall include the deduction on the next invoice. If the amount of the Service Credit exceeds the amount of the invoice, Contractor must continue to apply the service credit to subsequent invoices until the full amount has been applied. If the contract is at the end of its term, Contractor shall pay City any balance due in Service Credits within thirty (30) calendar days of the contract's expiration or termination. City's failure to invoke Service Credits at any point in time shall not be deemed a waiver. Continual failures by Contractor to expedite work to correct malfunctions is cause for

termination of the contract and use of performance bond monies, among other things, may be utilized to perform required services.

4.17.7 The Parties agree that these Service Credits are liquidated damages, and not a penalty.

4.18 SPECIAL CONDITIONS:

4.18.1 There shall be no escalation of price for Inspection(s), Maintenance, or Repairs (service hourly rates) during the term of this contract and any renewals/extensions.

4.18.2 If at any time, after the date of the proposal, Contractor reduces the comparable price of any article or service covered by this contract to customers other than City, the price to City for articles or services shall be reduced proportionately. Such reductions shall be effective at the same time and in the same manner as the reduction in price to customers other than the City. In addition to invoicing at the reduced prices, Contractor shall furnish promptly to City complete information as to such reductions.

4.18.3 City reserves the right to make, or cause to be made, inspections and tests whenever it deems advisable or necessary to ascertain that the requirements of these specifications and scope of work are being fulfilled. Contractor agrees to furnish personnel to accompany the City or its representatives during such inspections at no cost to the City. Deficiencies noted shall be submitted in writing to Contractor. Contractor shall, promptly (within ten (10) calendar days, unless otherwise agreed), correct deficiencies covered under the terms of this specification/scope of work at Contractor's expense.

4.18.4 The City may provide information to enable Contractor to render Services hereunder, or Contractor may learn information about Property or develop such information from the City. Contractor agrees:

4.18.4.1 To treat, and to obligate Contractor's employees, subcontractors and suppliers to treat as confidential all such information whether or not identified by the City as confidential.

4.18.4.2 Not to disclose any such information or make available any reports, recommendations or conclusions which Contractor may make on behalf of the City to any person, firm or corporation or use the same in any manner, whatsoever, without first obtaining the City's written approval, except to the extent necessary in connection with performing Services or when required by law.

4.18.5 Contractor shall not, in the course of performance of this specification and scope of work, or thereafter, use or permit the use of the City name or the name of any affiliate of the City, or the name, address or any picture or likeness of or reference to the Property in any advertising, promotional or other Materials prepared by or on behalf of Contractor without the prior written approval of the City, as applicable.

4.18.6 Contractor shall complete any required Scheduled Maintenance, service calls, repair and/or replacement of all defective parts prior to the end of the contract period. In the event this is not accomplished prior to completion of contract, the City reserves the right to procure the service elsewhere and charge Contractor for the difference in cost of such services. Contractor shall pay the said sum within twenty (20) calendar days of receipt of the City's notice. This provision shall survive termination of this agreement.

4.18.7 Electrical Components, Devices, and Accessories: All components, devices, and accessories shall be listed and labeled as defined a testing agency acceptable to the Authority Having Jurisdiction (AHJ) and marked for intended use. All electrical work shall be performed by an electrical Contractor licensed in the State of Texas. If repairs are

needed that require the work of a licensed electrical Contractor, Contractor will provide City with an estimate of the cost, including the cost of the licensed electrician. Subject to Texas Local Government Code Ch. 252, City shall have the option to allow Contractor to proceed with the work by issuing a change order or may procure the electrical services separately.

4.18.8 Plumbing Components, Devices, and Accessories: All components, devices, and accessories shall be listed and labeled as defined in the International Plumbing Code, by a testing agency acceptable to the AHJ and marked for intended use. All plumbing work shall be performed by plumbing Contractor licensed in the State of Texas. If repairs are needed that require the work of a licensed plumbing Contractor, Contractor will provide City with an estimate of the cost, including the cost of the licensed plumber. Subject to Texas Local Government Code Ch. 252, City shall have the option to allow Contractor to proceed with the work by issuing a change order or may procure the plumbing services separately.

4.18.9 Contractor shall solve problems:

To solve any specific problem, and at the request of the City Department Representative, Contractor shall provide analysis reports. Analysis reports shall be submitted, within ten (10) days from the date of collection to the City Department Representative.

4.19 INCLEMENT WEATHER

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

4.20 CRIMINAL BACKGROUND CHECKS

4.20.1 Contractor is responsible for assessing risk and maintaining effective background check policy and procedures for all employees, staff and subcontractors responsible for performing services under this contract. Contractor shall retain all employee records, including criminal background checks, for the retention period stated in section 006-General Terms and Conditions, and make them available to City as stated in that section.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term:

This contract shall begin upon the effective date of the ordinance awarding the contract or April 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 March 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, therefore.

Temporary Short-Term Extensions.

City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three (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 Finance 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 Finance Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing this 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:

INSURANCE TYPE	LIMITS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Independent Contractors e. Environmental Impairment/ Impact – sufficiently broad to cover disposal liability f. Explosion, Collapse, Underground Property Hazard Liability *g. Damage to property rented by you	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate or its equivalent in Umbrella Liability Coverage. *g.) \$200,000

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: Finance Department
PO BOX 839966
San Antonio, TX 78283-3966

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

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

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

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

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

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

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

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

Proposal Bonds:

Contractor must submit a proposal bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept. Circular 570) in the amount of \$10,000.00. The Proposal Bond shall be valid for 180 days following the deadline for submission of bids. The Proposal Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Respondent is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any proposals received without a Proposal Bond will be disqualified.

Submit proposal bond in the amount of \$10,000.00. For electronic submissions, Respondent must provide the original Proposal Bond to the **City of San Antonio Finance Department, Procurement Division, [Annual Contract for Citywide Landscaping; RFCSP 24-155; RFx 6100018505], P.O. Box 839966, San Antonio, TX 78283-3966 or City of San Antonio Finance Department, Procurement Division, [Annual Contract for Citywide Landscaping; RFCSP 24-155; RFx 6100018505], 100 West Houston St., San Antonio, TX 78205** prior to bid opening. Respondent shall include a copy of the Proposal Bond with the Respondent's electronic submission through the SAePS Portal.

Performance Bond:

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

Incorporation of Attachments.

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

- Attachment A – Part One – General Information Form
- Attachment A – Part Two – Experience, Background and Qualifications
- Attachment A – Part Three – Proposed Plan
- Attachment B – Price Schedule
- Attachment C – Equipment List
- Attachment D - Contracts Disclosure Form
- Attachment E – Litigation Disclosure Form
- Attachment F – Supplier/Subcontractor Utilization Plan
- Attachment G – Veteran Owned Small Business (VOSB) Preference Program Tracking Form
- Attachment H – Certificate of Interested Parties (Form 1295)
- Attachment I – Proposal Checklist
- Exhibit I – Small Business Economic Development Advocacy (SBEDA) Program
- Exhibit II – Work Locations
- Exhibit III – Working with COSA --- Keys to faster payments

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

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

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

Invoicing and Payment.

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

accounts.payable@sanantonio.gov

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

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

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

Information Required on Invoice.

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

Payment by City.

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

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

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

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

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

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

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

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

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

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

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

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

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

Records Retention.

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

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

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

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

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

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

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

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

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

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

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

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

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

State Prohibitions on Contracts:

This section only applies to a contract that:

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

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

Prohibition on Contracts with Companies Boycotting Israel.

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

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

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

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 24-155; RFX 6100018505

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 their 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. References shall not be City of San Antonio employees. 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, QUALIFICATIONS

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

1. Fully describe your company and experience as it relates to the following:
 - a. History of successful the company (to include number of years in business);
 - b. History of company operations over the past three years;
 - c. History of lawn service contracts, facilities or organizations, address, phone numbers, points of contact, length of contracts, and which contracts, if any, were terminated for cause or convenience.
2. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.
3. Describe length of time Respondent has performed project(s) of similar size and scope, including services in high use public buildings.
4. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
5. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
6. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past.
7. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope. Also, see 4.3 Preferred Requirements for additional requirements.
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.

LANDSCAPING SERVICES PLAN

1. Ramp-Up Plan

Implement contract by **April 1, 2025**. Provide information such as badging and staffing, availability of equipment and any equipment to be acquired to perform the scope of services. Indicate what the timeframes are for Respondents to be able to mobilize upon contract award.

2. Staffing Plan

Describe Respondent Staffing Plan for providing mowing Services at various City Facilities. Provide a weekly staffing schedule which shows the mowing schedule.

- 3.** Provide an organizational chart showing how you propose to staff the project. For each position reflected on the organizational chart, provide the following information for individuals assigned to each position.
 - a.** Describe the number of Crew Leaders, and /or Project Manager(s), and laborers that will be assigned to the contract. Indicate the proposed time frame for performing mowing services at each location, (i.e. between the hours of 7:30 a.m.7:00pm, 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.** Equipment: Provide plan to obtain additional equipment, if needed, and to maintain equipment during the term of the contract.
 - d.** Provide plan maintenance schedule for equipment (frequency, procedures, etc.)

3. Quality Assurance/Quality Control (QA/QC) Plan

Describe Respondent current QA/QC to include procedures and personnel utilized for quality control, problem resolution, self-assessment, interaction with City, and control of subcontractors' performance, if any. Explain how your current procedures will meet the needs of the City departments. Provide a copy of QA/QC Plan with proposal response.

4. Environmental Standards/Practices

Describe how you intend to utilize environmentally (green) products. Describe alternatives to the use of gas-powered machines on air quality days. Provide a copy of the certification of one employee that is a Pesticide Applicator under the Texas Department of Agriculture.

5. Customer Service Plan

Describe Respondent's customer service plan and discuss lines of communication and interaction with City Department Point of Contact, including assigned Staff and others.

6. Training Plan

Describe training and instruction programs that Respondent will provide to its employees working at the City that will perform this City contract. Provide a copy with proposal response.

7. Safety Plan

Describe how Respondent will implement a Safety Plan for the Contract. Provide a copy of Safety Plan with Proposal response. Describe how contractor will furnish signs and traffic controls in accordance with the Texas Manual on Uniform Traffic.

8. Wages and Benefits Plan

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

9. Records Retention Schedule

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

10. Security Background Checks

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

IRRIGATION SERVICES PLAN

11. Describe your monthly preventative maintenance plan, including:

- the frequency of inspections,
- the percentage of operational functionality,
- the check list of items to be inspected,
- a detailed description of Minor Repairs made during inspection,
- a copy of any quotes for Major Repairs,

- reporting contents,
- reporting frequency, and
- calendar cycle report due dates.

12. Describe your plan for conducting annual audits, and backflow prevention assembly testing, including:

- a check list of items to be completed for each test,
- a detailed description of Minor Repairs or adjustments made,
- reporting contents,
- reporting frequency, and
- calendar cycle report due dates.

CRIMINAL BACKGROUND CHECK PLAN

13. Describe your plan for conducting criminal background checks, including:

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

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

15. Include a copy of Respondent's Heat Illness Prevention Plan.

RFCSP ATTACHMENT B

PRICE SCHEDULE

(Posted as a separate document)

RFCSP ATTACHMENT C

EQUIPMENT LIST

(Posted as a separate document)

RFCSP ATTACHMENT D

CONTRACTS DISCLOSURE FORM

Complete and submit a Contracts Disclosure Form with the proposal. The Contracts Disclosure Form may be downloaded and completed electronically at:
<https://webapp1.sanantonio.gov/ContractsDisclosure/>

Click on the “Print” button at the bottom of the page and place a copy in your proposal response as indicated in the Proposal Checklist.

For more information on Ethics Code and Disclosures, please visit:
<https://www.sa.gov/Directory/Departments/OCC/Ethics>.

For more information on updates to the Ethics Code and Municipal Campaign Finance Code, approved by City Council on May 2, 2024 and were effective on October 1, 2024, please visit:
<https://www.sa.gov/Directory/Departments/OCC/Ethics/Revisions>. Resources are available to include a Vendor Frequently Asked Questions (FAQs) with key changes and compliance requirements for vendors working with the City, including non-profit organizations.

RFCSP ATTACHMENT E

LITIGATION DISCLOSURE FORM

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

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

Yes ____ No ____

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

Yes ____ No ____

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

Yes ____ No ____

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

RFCSP ATTACHMENT F

SUPPLIER/SUBCONTRACTOR UTILIZATION PLAN

(Posted as separate documents)

RFCSP ATTACHMENT G

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

(Posted as a separate document)

RFCSP ATTACHMENT H

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

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

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

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

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

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

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

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

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

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

RFCSP ATTACHMENT I

PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
*General Information Form and three (3) Reference Letters RFCSP Attachment A Part One	
Experience, Background & Qualifications RFCSP Attachment A Part Two	
Proposed Plan RFCSP Attachment A Part Three	
Price Schedule RFCSP Attachment B	
Equipment List RFCSP Attachment C	
+*~Contracts Disclosure Form RFCSP Attachment D	
*Litigation Disclosure Form RFCSP Attachment E	
+ Supplier/Subcontractor Utilization Plan RFCSP Attachment F	
+Veteran-Owned Small Business Program Tracking Form RFCSP Attachment G	
Proposal Bond	
+Certificate of Interested Parties (Form 1295) RFCSP Attachment H	
*Proof of Insurability Insurance Provider's Letter AND Copy of Current Certificate of Insurance	
Financial Information	
+*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

(Posted as a separate document)

RFCSP EXHIBIT II

WORK LOCATIONS

(Posted as a separate document)

RFCSP EXHIBIT III

WORKING WITH COSA --- KEYS TO FASTER PAYMENTS

(Posted as a separate document)



ADDENDUM I

SUBJECT: Annual Contract for Citywide Landscaping (RFCSP 24-155, 6100018505),
Scheduled to Close: November 11, 2024; Date of Issue: October 11, 2024

FROM: Charisma Esparza
Procurement Manager

DATE: November 4, 2024

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

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 011, RESTRICTIONS OF COMMUNICATION:

On October 18, 2024, the City of San Antonio hosted a Pre-Submittal Conference to provide information and clarification for the Annual Contract for Citywide Landscaping. Below is a list of questions that were asked at the pre-submittal conference. The City's official response to questions asked is as follows:

Question 1: What is the estimated contract value?

Response: The estimated budget for this contract is \$400,000.

Question 2: Is the contractor required to maintain mulch replenishment in all the plant beds on the South Channel?

Response: No, contractor will not be required to maintain mulch replenishment in all the plant beds on the South Channel.

Question 3: In reference to the Hayes St. Bridge Location, is the large area of rock under the bridge included?

Response: Yes, by string trimming and herbicide control.

Question 4: In the solicitation Section 4.9.2, please clarify the size limit of fallen down branches required to remove?

Response: Limbs and debris shall be removed before services. For oversized limbs and large debris, contractor is to notify City department POC to determine retrieval responsibility.

Question 5: Is there a sign in sheet of attendees and if so, will it be published in the solicitation?

Response: Yes, the Pre-Submittal Sign In Sheet will be added as an attachment to this RFx.

Question 6: What is the frequency of cutting all properties?

Response: Please refer to Section 4.13.2.

Question 7: What is the frequency of the irrigation system maintenance?

Response: Please reference 4.10.

Question 8: Will badging be required for this project? If so, what is the process and cost?

Response: Yes, please refer to Section 4.14.2, Section 4.12.9, and Section 4.14.

Question 9: Will the city provide any trash containers for trash gathered from the sites?

Response: No, trash containers will not be provided.

Question 10: If large items are left on any of the sites (ex. mattresses, multiple trash bags, roofing material), is the vendor responsible for picking it up and disposing of those items? If so would the city provide trash containers?

Response: Contractor is to notify City department POC to determine retrieval responsibility. Please refer to Section 4.9.2.

Question 11: Are the properties currently being maintained? If so, who is maintaining them and how often?

Response: Properties are being maintained by a combination of City staff and contractors, on a monthly and as needed.

Question 12: If the properties are currently being maintained, will they continue being maintained till the new contractor takes over?

Response: Properties will continue to be maintained until new contract award.

Question 13: It appears that the contract is for one year only; are there any renewal option years?

Response: The contract shall begin April 1, 2025, through March 31, 2028, with two additional one-year renewal option periods.

Question 14: What is the proposed start date for services to start?

Response: This contract shall begin upon the effective date of the ordinance awarding the contract or April 1, 2025, whichever is later.

Question 15: Is the contractor allowed to visit sites? If so, do we need to be escorted or does anyone need to be notified?

Response: Interested contractors may visit work locations however shall refrain from asking questions to City staff at the location. All questions shall be directed to Procurement Specialist III, Jose.narvaez2@sanantonio.gov.

Question 16: What are the insurance requirements for this project?

Response: Please refer to Section 005-Supplemental Terms & Conditions, Insurance.

Question 17: Is there a required amount of manpower requested for this project?

Response: Contractor shall be required to employ staff necessary to complete the requirements of this contract.

Question 18: If irrigation repairs are needed do we get notified, go out and assess the repair, make recommendations, send in a proposal and then a PO is sent out?

Response: Please refer to Section 4.10 – Irrigation Systems.

Question 19: Along with pricing submission what other forms are required?

Response: Please refer to Section 003 – Instructions for Respondents, Part B concerning required documents.

Question 20: Is there a bid form or format COSA requires we use when bidding?

Response: Please refer to Response to Question 19.

Question 21: If questions were asked and answered the day of the Pre-Submittal Conference on October 18th will those questions be posted on the SAePS portal?

Response: All questions have been complied and answered in this Addendum I.

Question 22: Is a bid bond or payment bond and performance bond required?

Response: Yes, please refer to Section 005 – Supplemental Terms & Conditions, Proposal Bonds and Performance Bond.



Charisma Esparza
Procurement Manager
Finance Department - Procurement Division



ADDENDUM II

SUBJECT: Annual Contract for Citywide Landscaping (RFCSP 24-155, 6100018505),
Scheduled to Close: November 11, 2024; Date of Issue: October 11, 2024

FROM: Charisma Esparza
Procurement Manager

DATE: November 5, 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. **Change:** The proposal submission due date has changed to **Thursday, November 14, 2024,
by 11:00am Central Time.**
2. **Replaced:** RFCSP EXHIBIT II – WORK LOCATIONS is hereby replaced by **RFCSP EXHIBIT
II – WORK LOCATIONS - REVISED 11/5/2024** and the following locations have been
removed from the listing:
 - Site Number 8 - SAMHD - WIC Office – 2315 Buena Vista
 - Site Number 9 SAMHD - WIC Office – 2322 Buena Vista
 - Site Number 10 SAMHD - Pecan Valley - 802 Pecan Valley

Charisma Esparza
Procurement Manager
Finance Department - Procurement Division

City of San Antonio, Finance Department, Procurement Division

Request for Competitive Sealed Proposal ("RFCSP")

RFCSP 24-155 RFX 6100018505

Annual Contract for Landscaping

Pre-submittal Conference

Monday, October 14, 2024, 10:00 a.m. (Central Time)

<u>Name</u>	<u>Company</u>	<u>Phone Number</u>	<u>E-Mail Address</u>
Jose Narvaez	City of San Antonio	210-207- 8631	Jose.Narvaez2@sanantonio.gov
Matthew Zuniga	City of San Antonio, EDD	210-207-8110	matthew.zuniga@sanantonio.gov
Juan Guerra	City of San Antonio, CCDO	210-207-8575	juan.guerra@sanantonio.gov
Vernon Cloud	Cloud Quantum Innovations	210-802-1984	Vernon@cloudquantuminnovations.com
Rose Navarro	City of San Antonio, CCDO	210-373-2560	rose.navarro@sanantonio.gov
Robert Torres Jr.	Con Ganas Lawn Care LLC	361-437-9970	Conganaslawncco@gmail.com
Charisma Esparza	City of San Antonio	210-207-4626	Charisma.esparza@sanantonio.gov
Melissa Joy Winn	Goodwill SA	726-266-8002	mwinn@goodwillsa.org
Arthur Deininger	Goodwill SA	726-266-8002	adeininger@goodwillsa.org
Rudy Batilla	Goodwill SA	726-266-8002	rbatilla@goodwillsa.org