



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

REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)  
NO.: **6100016270; 23-015**

ANNUAL CONTRACT - CUSTODIAL SERVICES FOR CCDO & PARK LOCATIONS

Date Issued: **APRIL 10, 2023**

PROPOSALS MUST BE RECEIVED **NO LATER THAN:**  
**2:00 PM, CENTRAL TIME, MAY 26, 2023**

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

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: Yes                      DBE / ACDBE Requirements: No

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

**Pre-Submittal Conference: YES**

**Pre-Submittal Conference is scheduled for April 19, 2023 at 8:00 AM Central Time. The Pre-Submittal conference will be held via WebEx meeting. The Pre-Submittal Conference is not mandatory, but highly encouraged. Prospective Respondents may join the WebEx using the following instructions:**

WebEx Call-in: 1-415-655-0001 (Toll-free Dial-In)

Meeting number (access code): 2463 037 7053

Meeting password: Jr8kBWUWC66

**Site Visit:** A site visit will be held at six (6) city locations beginning at Market Square at **10:00 a.m. Central Time on April 19, 2023**. Five (5) other locations will be visited, but access is only available by attending the initial Market Square site visit. Attendees will be responsible for providing their own transportation and parking to each of the sites.

Site Visit schedule is as follows:

Market Square: 612 W. Commerce, San Antonio, TX 78204

La Villita: 418 Villita St. #9, San Antonio, TX 78205

Centro Information Center: 422 E. Commerce, San Antonio, TX 78205

Downtown Lavatory: Losoya @ W. Commerce, San Antonio, TX 78205

City Marina: 202 E. Nueva Ste 100, San Antonio, TX 78205

\*San Antonio Garden Center: 3310 N. New Braunfels Ave, San Antonio, TX 78209

**\*Update:** The site visit for the San Antonio Garden Center located at 3310 N. New Braunfels Ave, San Antonio, TX 78209 will be held on **April 26, 2023 at 2:30pm CST.**

Contractor shall familiarize himself/herself with the site and have examined and become familiar with the conditions which may affect the work under which he/she will be obligated to perform.

Staff Contact Person: Madison McDonald, Procurement Specialist II, Email: [Madison.McDonald@SanAntonio.gov](mailto:Madison.McDonald@SanAntonio.gov)

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

**This solicitation has been identified as High-Profile.**

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## PROHIBITED CAMPAIGN CONTRIBUTIONS

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

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

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

***\*For this solicitation, the first day contributions are prohibited is MONDAY, April 24, 2023. The first day contributions may be made is the 31st day after the contract is approved at a City Council “A” Session.***

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## RESTRICTIONS ON COMMUNICATIONS

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

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

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

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

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## 003 - INSTRUCTIONS FOR RESPONDENTS

### PART A

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

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

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

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

#### Forms Requiring Signatures.

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

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

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

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

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

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

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

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

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

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

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

## Restrictions on Communication.

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

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

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

Exceptions to the restrictions on communication with City employees include:

**Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed below until 2:00 p.m. Central Time, on April 24, 2023.** Questions received after the stated deadline will not be answered. All questions shall be sent through the portal or by e-mail to:

Madison McDonald, Procurement Specialist II  
City of San Antonio, Finance Department – Purchasing Division  
[madison.mcdonald@sanantonio.gov](mailto:madison.mcdonald@sanantonio.gov)

Questions submitted and the City’s responses to questions will be posted with this solicitation.

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 proposal. 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 required SBEDA forms. The point of contact may be reached by telephone at (210) 207-3922 or by e-mail at [SBEDAdocs@sanantonio.gov](mailto:SBEDAdocs@sanantonio.gov). *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

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

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

## Pre-Submittal Conference.

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

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

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

Changes to RFCSP.

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

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

Preparation of Proposals.

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

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

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

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

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

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

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

Description of Supplies.

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

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

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

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

Estimated Quantities for Annual Contracts.

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

Respondent's Due Diligence.

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

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

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

Interlocal Participation.

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

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

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

Rejection of Proposals.

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

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

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

The proposal is conditional; or

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

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

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

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

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

Proposal Opening. The names of the respondents will be publicly read aloud online through WebEx at 2:30 P.M. on the day the proposals are due. In accordance with state law, the contents will not be revealed until after the contract is awarded.

- Join by phone: 415-655-0001 US Toll
- Meeting number (access code): 177 587 8554
- 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 10 days to pay in order to receive the discount.

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

### Prohibited Financial Interest.

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

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

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

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

### State of Texas Conflict of Interest.

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

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

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

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

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

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

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

Do not include these forms with your sealed bid. The Purchasing 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.**

### TABLE OF CONTENTS

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

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

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

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

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

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

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

1. Download form and complete all fields. All fields must be completed prior to submitting the form.
2. All Respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
  - a. names of the agency board members and executive committee members,
  - b. list of positions they hold as an individual or entity seeking action on any matter listed:
    - (1) The identity of any individual who would be a party to the transaction;
    - (2) The identity of any entity that would be a party to the transaction and the name of:
      - a. Any individual or entity that would be a subcontractor to the transaction;
      - b. Any individual or entity that is known to be a partner or a parent entity of any individual or entity who would be a party to the transaction, or any subsidiary entity that is anticipated to be involved in the execution of the transaction; and
  - c. The board members, executive committee members, and officers of entities listed above; and

- (3) The identity of any lobbyist, attorney or consultant employed for purposes relating to the transaction being sought by any individual or entity who would be a party to the transaction.
- c. names and titles of officers of the organization.

3. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

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

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

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

CERTIFICATE OF INTERESTED PARTIES (FORM 1295). Respondent must complete, sign, and submit Form 1295 as RFCSP Attachment H.

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

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

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

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

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

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

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

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

- (1) receives compensation from the business entity for the person's participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

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

**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 K.

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

**ESBE Prime Contract Program – 10 pts.**

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

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

**M/WBE Prime Contract Program – 5 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 five (5) evaluation criteria points.

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

## 004 - SPECIFICATIONS / SCOPE OF SERVICES

### 4.1 BACKGROUND:

The City of San Antonio is soliciting proposals for contractor(s) to perform custodial services at La Villita, Market Square, Centro de Artes Building, Centro Information Center, Downtown Lavatory, City Marina, and San Antonio Garden Center. These services are required by the City of San Antonio to establish a custodial maintenance program that will ensure the facilities are uniformly clean, hygienic, orderly and attractive. The facilities serviced by Contractor include indoor areas and outdoor areas as noted and described below. Any tasks that are part of ordinary custodial services are included in this contract, even if not specified below. The tasks listed are intended to proscribe minimum standards for cleanliness for City's facilities.

**City reserves the right to add or delete facilities and/or modify the Service Days and Hours in a manner consistent with the pricing provided.**

### 4.2 CONTRACTOR FURNISHED SUPPLIES AND EQUIPMENT:

- 4.2.1 Contractor shall furnish all cleaning and custodial maintenance supplies and commercial equipment necessary to perform the services specified under this contract.
- 4.2.2 The following is a sample list of the minimum standard of supplies which must be furnished by Contractor.
- (a) Bathroom tissue (2 ply only) and sanitary napkins. City reserves the right to specify a specific brand of toilet tissue if Contractor fails to provide toilet tissue acceptable to the City.
  - (b) Paper towels, natural or white, rolled or folded, in designated restrooms, lavatories, to include manual and motion sensor, battery operated dispensers.
  - (c) Plastic liners for all waste receptacles. The waste receptacle liners must be available in both black and a transparent (clear) material and be a minimum weight of .001 and capable of being sealed when full. City reserves the right to specify a specific brand of waste receptacle liner if Contractor fails to provide waste receptacle liners acceptable to the City.
  - (d) Window cleaner, disinfectant, floor wax/sealer, deodorant, wax remover, polish for brass, detergents, aerosol deodorizer and wood paneling polish, floor stripper, wall cleaner, urinal cleaner, toilet bowl cleaner.
  - (e) Buffers, vacuum cleaners, carpet shampoo machines, wet vacs, power washer, etc. High speed buffers for buffing and low speed buffers for stripping.
  - (f) Dust cloths, wiping cloths, mops, buckets, brooms, etc.
  - (g) Soap dispensers dispensing antibacterial hand soap containing lanolin for all restrooms. City reserves the right to specify a specific brand of hand soap if Contractor fails to provide hand soap acceptable to City.
  - (h) Any other chemicals, deodorizers, grease absorbent, cleaning material, supplies and equipment required to perform the cleaning tasks identified herein and with ordinary custodial work.
- 4.2.3 Contractor must provide products such as hand soap, bathroom tissue and paper towels compatible with currently installed containers/dispensers. Should the facilities replace and/or upgrade existing types of containers/dispensers, Contractor will be required to provide products used with these new containers/dispensers at no additional cost to the City.
- 4.2.4 All cleaning and floor chemicals used shall be required to fulfill the intended purpose of the product and shall be approved by the Facility Coordinator (where applicable). Consumables such as hand soap, paper towels, and toilet tissue shall comply with manufacturer's specifications for products used in conjunction with all fixtures designed for dispensing these types of products and materials. All cleaning / disinfecting chemicals must be freshly prepared daily and changed frequently during use.

- 4.2.5 Contractor shall provide and maintain all power tools, machines, and equipment necessary to perform the cleaning and custodial maintenance services specified under this contract. All equipment must be maintained in first-class working condition, satisfactory to the Facility Coordinator. Contractor shall use all supplies and equipment in accordance with manufacturer's direction. Spare parts, spare equipment, or both must be available for repair or replacement of broken items within 24 hours.
- 4.2.6 Contractor shall furnish to each Facility Coordinator all MSDS (OSHA Form 174) for each product stored at and/or used in each facility. A MSDS must accompany each product shipment to each facility.
- 4.2.7 In addition, Contractor shall provide each Facility Coordinator with a master MSDS notebook to be on file at the City's Administrative Offices. All MSDS sheets are to be in place prior to initiation of contract and updated as required.

#### **4.3 MINIMUM PERSONNEL AND SCHEDULES:**

Contractor shall provide the following minimum personnel requirements to ensure cleaning services are satisfactorily accomplished. Any staffing levels proposed by Contractor in its proposal response to this RFCSP shall become part of the contract, if awarded, and shall control over these minimum staffing requirements, but only if greater in number than that set forth herein. All times are Central Time.

##### **4.3.1 LA VILLITA MINIMUM PERSONNEL REQUIREMENTS:**

Custodial services shall be performed in 2 shifts, between the hours of 6:30 a.m. and 8:00 p.m., Monday through Sunday, including holidays (Limited hours may be requested for: New Year's Day, Easter Sunday, Thanksgiving Day and Christmas Day).

1<sup>st</sup> Shift: Monday – Wednesday: Two custodians from 6:30 a.m. to 3:30 p.m.; one custodian from 11:00 a.m. to 8:00 p.m. [A total of 3 custodians are required to meet the minimum personnel requirements during this 1<sup>st</sup> shift Monday – Wednesday.]

2<sup>nd</sup> Shift: Thursday – Sunday: one custodian from 6:30 a.m. to 3:30 p.m.; two custodians from 8:00 a.m. to 5:00 p.m.; and two custodians from 11:00 a.m. to 8:00 p.m. [A total of 5 custodians are required to meet the minimum personnel requirements during this 2<sup>nd</sup> shift.]

At least 1 custodian assigned to each shift must have supervisory capacity.

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

##### **4.3.2 MARKET SQUARE MINIMUM PERSONNEL REQUIREMENTS:**

Custodial services shall be performed in 2 shifts, as shown below, Monday through Sunday, including holidays, (Except: New Year's Day, Easter Sunday, Thanksgiving Day and Christmas Day).

1<sup>st</sup> Shift: Three custodians Monday – Friday (Opener – 1 custodian from 6 a.m. – 2:30 p.m. and 2 custodians from 7:00 a.m. to 3:30 p.m.); Five custodians Saturday – Sunday (Opener – 1 custodian from 6 a.m. – 2:30 p.m. and 4 custodians from 7:00 a.m. to 3:30 p.m.).

2<sup>nd</sup> Shift: Three custodians Monday – Friday from 2:30 p.m. to 11:00 p.m.; Five custodians Saturday – Sunday from 2:30 p.m. to 11:00 p.m.

#### 4.3.3 **CENTRO DE ARTES BUILDING PERSONNEL REQUIREMENTS:**

Custodial services shall be performed on Tuesday, Thursday and Saturday, including holidays- (Except: New Year's Day, Thanksgiving Day and Christmas Day). One custodian for Tuesday, Thursday and Saturdays - from 12 noon – 4 p.m. in order to service the offices and restroom facilities in the building. The museum floors must be mopped on each day of service.

##### Provisions Applicable to Both Market Square and Centro de Artes Building:

At least 1 custodian assigned to each shift must have supervisory capacity.

- a. Various events are held at Market Square and Centro de Artes throughout the year. Due to the volume of people who attend such events, City may require the services of additional custodians to perform custodial services in anticipation of, during, and/or after an event. The Facilities Coordinator for Market Square will coordinate with Contractor when additional custodians are required for both Market Square and the Centro De Artes Building, and Contractor shall provide the additional staff. City shall pay Contractor for the additional staff requested on an as needed basis by Market Square's Facilities Coordinator in accordance with Item II on the Price Schedule.

#### 4.3.4 **SAN ANTONIO GARDEN CENTER MINIMUM PERSONNEL REQUIREMENTS:**

Custodial services shall be furnished during a 3 hour period to occur during standard business hours 5 days per week on Monday through Friday, excluding holidays. The 3 hour period will be contiguous and will be determined by the parties once the Contractor is selected. City shall have the right to adjust time of the 3 hour service period with 30 days' prior written notification to Contractor; however, the adjustment shall not increase or decrease the length of the service period.

Contractor shall provide a minimum of 1 custodian during these hours.

During the term of the Contract, City shall have the right to reduce the number of service days at the San Antonio Garden Center with 30 days prior written notice. In this event, Contractor's fee for this facility shall be reduced proportionately. For example, if the service days are reduced from 5 to 4, the fee will be 4/5 of the initial fee.

#### 4.3.5 **CENTRO INFORMATION CENTER and DOWNTOWN LAVATORY MINIMUM PERSONNEL REQUIREMENTS:**

At these locations, it is not required that a custodian be on site for a set period of time. The custodian shall begin services at 7:00 a.m. and remain on site for as long as required to accomplish the cleaning tasks described herein, completing all tasks by the time the facility closes for the day. In addition, if the custodian has completed services and left the premises, the custodian shall return to check the facility at the following times: 11:00 a.m., 2:00 p.m., 5:00 p.m. and 8:00 p.m., Monday through Sunday, including holidays. If **any** cleaning services need to be performed again, custodian shall do so during these return checks. Due to the nature of the location, contractor should expect to have to perform some services, such as mopping or cleaning up spills, two or more times per day. A minimum of 1 custodian is required for these locations. A custodian with supervisory capacity must also visit on a daily basis to ensure compliance.

In addition to the above, during the following occasions, Contractor shall provide a minimum of 2 custodians to be onsite at the same time:

- Fiesta-NIOSA (the entire duration of this multi-day event) – from 5:00 P.M. until 12:00 a.m. (Midnight)
- Fiesta Flambeau Parade – from 5:00 p.m. until 12:00 a.m.
- Battle of Flowers Parade - from 10:00 a.m. to 8:00 p.m.
- Winter Holiday Parade – from 5:00 p.m. until 11:00 p.m.
- New Year's Eve – from 6:00 p.m. until 2:00 a.m.

**Contractor shall not be required to be present if changes to City schedules result in site closure.**

**4.3.6 CITY MARINA MINIMUM PERSONNEL REQUIREMENTS:**

Custodial services shall be performed once weekly on Wednesdays or Fridays, before 12pm. No lavatory maintenance is required at this location.

**4.3.7 PROJECT MANAGERS/SUPERVISORS:**

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

- (a) Be capable of reading, writing, speaking, and understanding the English language.
- (b) Inspect areas of all buildings to ensure completion of tasks described in this contract.
- (c) Carry a cell phone to be accessible to correct any problems/discrepancies which may happen at any facility included in this proposal during the work schedule or as required by the Department Facilities Coordinator.
- (d) Provide the Department Facilities Coordinator and/or designated location manager with emergency contact phone numbers of responsible supervisors and management personnel.
- (e) Update any changes to contact information for supervisors and management personnel within 1 day of the change.
- (f) Perform only supervisory duties; none of the scheduled custodial tasks shall be assigned to this person, unless assistance is required by the supervisor due to an unforeseen situation.
- (g) Have at least 3 years supervisory experience in all facets of cleaning schedules, use (distribution and mixing) of cleaning chemicals, inspections, personnel, and associated guidelines and/or policies.
- (h) Project Managers/Supervisors shall be available for callback without additional cost to the City if at any time the custodial staff fails to perform the duties listed herein.

**4.3.8 CUSTODIANS:**

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

- (a) Present a neat appearance and be easily recognizable while performing work in the facilities.
- (b) Wear distinctive clothing to include appropriate tags/badges with employee name, company name and facial picture provided by Contractor. Distinctive clothing is defined as shirt or smock with company logo.
- (c) Possess all qualifications needed to work under the requirements of this contract.
- (d) Be properly trained to perform tasks within the guidelines established by the Occupational Safety and Health Administration.
- (e) Be capable of communicating clearly in the English language.
- (f) Complete tasks as outlined in this contract or as assigned.
- (g) Carry a radio or cell phone, supplied by the Contractor, for any custodian(s) designated as “on-call”, to answer to immediate requests from the Facility Coordinator.

4.3.9 Contractor shall remove and replace any employee from work at a City facility at City's request for failure to maintain acceptable levels of performance, as judged solely by City. Any employee so removed shall not be reassigned to another City facility.

#### **4.4 CRIMINAL BACKGROUND CHECKS:**

4.4.1 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. At its own expense, Contractor shall, at minimum, conduct and coordinate statewide criminal background checks on all employees responsible for performing contractual services prior to beginning work.

4.4.2 Contractor is responsible for the costs of criminal background checks.

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

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

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

4.5.1 Contractor shall establish a Quality Control Program that will ensure the requirements of this contract are satisfactorily accomplished. The program shall include the following as a minimum:

- (a) A daily inspection system maintained by the Supervisor or Project Manager and recorded on a master inspection log. The inspection form shall detail performance of cleaning tasks to include corrective actions taken. A copy of the inspection forms and master log must be given to the Facility Coordinator daily. For the San Antonio Garden Center the log must be located in a designated area determined by the Facility Coordinator.
- (b) For La Villita, Market Square, and Centro Information Center ONLY - Monthly meetings between the Supervisor(s) or Project Manager(s) and each Facility Coordinator to review the month's activities and communicate special requests or reoccurring problems. The monthly meeting shall include a formal tour of each facility. This tour will serve as a method to assess the quality and consistency of cleanliness as well as adherence to cleaning specifications based on inspections the Facility Coordinators may conduct either daily, weekly, bi-weekly, or monthly. For the San Antonio Garden Center – the Facility Coordinator may request periodic meetings to review recent activities, discuss special events and recurring problems. The periodic meetings may include a tour of the facilities to assess compliance with the contract. The Facility Coordinator will use the inspection form listed as **Attachment Q** to rate performance satisfaction.

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

Contractor shall be responsible for safeguarding all property within the work areas. At the conclusion of each work period, Contractor shall ensure that facilities and equipment are secured. Any irregularities in any areas serviced, regarding lighting, furniture, broken doors or windows, dispensing equipment in restroom, or any other condition that may require attention for repair, adjustment, replacement or correction must be immediately reported to the Facility Coordinator.

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

Contractor shall establish and implement methods of ensuring that all keys issued to Contractor by the City are not lost, misplaced, or used by unauthorized persons. **No keys issued to Contractor may be duplicated.** Contractor shall immediately report any lost keys to the Facility Coordinator. Contractor will be required to reimburse City for replacement of locks or re-keying as a result of Contractor losing keys or damaging locks. In some cases, keys may not be provided. Building Access Codes may be considered and issued as needed/required. Contractor shall be briefed on area

accessibility prior to contract start date. Any fines resulting from false alarms caused by Contractor's failure to activate or deactivate designated security alarms will be the responsibility of Contractor.

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

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

#### **4.9 THIRD PARTY SPECIAL EVENTS**

##### **4.9.1 MARKET SQUARE**

Contractor shall provide custodial services at Market Square and Centro De Artes for special events held by third parties who rent space from City. These services shall be provided pursuant to contracts entered into between Contractor and Event Sponsors. The number of custodians required will vary from event to event. The particular custodial requirements and number of required custodians shall be specified in the contract between Contractor and Event Sponsor. These services shall be scheduled and arranged by Event Sponsor. Onsite Security shall lock up all secured areas and facilities after cleaning. City is not a party to the contract between Contractor and Event Sponsor and is not liable for payment to Contractor for its services to Event Sponsor.

Contractor shall indicate in Item IV of the Price Schedule its hourly rate per custodian for the provision of services to Event Sponsors, which will include labor, and chemical and cleaning supplies. Contractor shall not use supplies charged to City under this contract when providing services to Event Sponsors. If pressure washing is required and included in a contract between Event Sponsor and Contractor, Contractor shall provide those services to Event Sponsor at the rate stated in the Price Schedule for pressure washing.

Contractor may refuse to perform services for Event Sponsors if Contractor is unable to negotiate a contract that is acceptable to both Contractor and Event Sponsor. City is not granting an exclusive right to Contractor to provide custodial services to Event Sponsors by this contract.

##### **4.9.2 LA VILLITA**

La Villita has 4 exterior plazas, 2 pedestrian walkways, 3 interior spaces, and 1 Amphitheatre that are rented out for special events. Restrooms in these areas are included in the rental contracts. Events may occur 7 days a week, usually within the hours of 6:30AM and 12:00AM midnight. Gates, restrooms, dressing rooms, and concession stands must be unlocked and opened by the contractor who is awarded a contract pursuant to this RFCSP ("Contractor") prior to the event start time and/or as requested by the Event Coordinator or Facility Manager. Events vary in size and scope, and the renter may choose to hire a third-party custodial service provider or may be required to secure a third-party custodial service provider due to expected waste volume and/or expected attendee amount. The renter may choose to hire Contractor to perform services for the event. If a renter hires a third-party custodial service provider, the third party custodial service provider will be responsible for providing custodial services for the designated event area, as well as for providing the necessary supplies and equipment. Contractor will continue to maintain and clean common areas not rented for the event. In most cases, Contractor will be required to remain on-site as the 'key holder' and to lock up the buildings and/or remaining gates at the end of the event. Onsite Security locks unused facility areas at approximately 7:00 PM nightly. Historically, most renters that need to hire a third-party custodial service provider choose to procure those services directly from Contractor. When renters choose, or are required to hire, third party custodial service providers, the renter is responsible for the costs of supplies, so those are provided by the third party custodial service provider, not Contractor. If the renter hires Contractor, Contractor shall charge the renter for the supplies used for the event, not the City.

The Facilities Coordinator will provide a task list for each special event and the hours that custodial services are required, and coordinate with Contractor for the number of custodians required for an event. A sample task list is attached as **Attachment M**. To the extent that any of these services can be provided by the staff during a regular

shift, without impeding Contractor's regular shift duties in City's sole discretion, these services shall be provided at no extra charge.

Contractor shall provide custodians for special events as required by the La Villita Facilities Coordinator for the price per custodian per hour indicated on the Price Schedule as Item II.

### **SAN ANTONIO GARDEN CENTER**

Contractor shall provide set up and break down of tables and chairs at the San Antonio Garden Center as requested by City's tenant. If this activity occurs during the regular hours that Contractor is providing custodial services hereunder, there shall be no extra charge. If City's tenant requires Contractor to provide these services at any other time, City shall pay Contractor the price per custodian per hour indicated on the Price Schedule as Item II.

In addition to the set up and break down of tables and chairs, the Facility Coordinator may request that the Contractor provide other Routine Cleaning Tasks before and/or after the Event, including, but not limited to: a) Trash and Recycles Pick-up and Removal, b) Sweeping and Dust Mopping, c) Spot Mopping, d) Sweeping the front outside walkways/landing, and e) Cleaning and Disinfecting Restrooms. If City's tenant requires that these services are provided outside of the regular service hours, City shall pay the Contractor the price per custodian per hour indicated on the Price Schedule as Item II.

#### **4.10 CONSERVATION OF UTILITIES:**

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

4.10.1 Lights shall be used only in areas where work is actually being performed.

4.10.2 Mechanical equipment controls for heating, ventilation, and air conditioning systems shall not be adjusted by Contractor or Contractor's employees.

4.10.3 Water faucets or valves shall be turned off after use, and hoses shall be disconnected from sinks when not in use.

#### **4.11 TECHNOLOGY USAGE:**

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

#### **4.12 LOST AND FOUND PROPERTY:**

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

#### **4.13 STORAGE AREAS:**

4.13.1 City shall provide Contractor with limited storage space for equipment and supplies to be used in the performance of this contract. Use of this space by Contractor shall be for the term of the contract period only.

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

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

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

#### **4.14 ENTRANCE PROCEDURES:**

Contractor employees assigned to each facility are required to follow the entrance procedures listed below or other such procedures designated by the Facilities Coordinator:

- 4.14.1 Employees reporting to work will report to the designated sign-in location to sign-in and obtain badges and assigned keys.
- 4.14.2 City requires that Identification Badges be issued and worn by custodial staff at all times.
- 4.14.3 Employees must report to the designated sign-in location at the end of each shift to return assigned keys and to sign-out.
- 4.14.4 When Contractor employees are working in a facility during hours that the facility is not open, they shall be under the direct supervision of a supervisor. The supervisor shall be responsible for maintaining the security of the facility and its contents. When work has concluded, Contractor's employees will leave with the supervisor once the security system has been engaged. For the San Antonio Garden Center, this is not a requirement.

#### **4.15 ENVIRONMENTAL STANDARDS:**

Contractor will utilize environmentally friendly (green) products whenever possible. In addition, Contractor is encouraged to use products where the packaging is as light as possible and, where reasonably practical, are made from recycled materials and are recyclable themselves.

#### **4.16 UNIFORMS:**

- 4.16.1 All Contractor employees shall wear a distinctive uniform, shirt tucked in and identification card bearing a recent color photograph of the employee. Contractor shall provide such uniforms and identification cards at no additional expense to City. City may request that custodians wear alternate attire for special events.
- 4.16.2 All uniforms shall be the same and contain the name of Contractor and the employee. T-shirts and blue-jeans are not acceptable.
- 4.16.3 Uniforms worn by Contractor's employees must be different, in both design and color, from those worn by City employees. Contractor shall notify the Facility Coordinator of any changes to the uniform.

#### **4.17 MISCELLANEOUS CONDITIONS AND REQUIREMENTS:**

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

custodians should not interfere with any possible evidence, but contact police and the Facility Coordinator or his/her Supervisor as soon as possible.

**4.18 PUBLIC OPERATING HOURS/ CUSTODIAL CLEANING STAFF HOURS /APPROXIMATE SQUARE FOOTAGE:**

Note: This square footage will be used for invoicing purposes.

**SAN ANTONIO GARDEN CENTER**

Facility Name and Address	Custodial Cleaning Staff Hours	Public Operating Hours	Approximate Square Footage
San Antonio Garden Center, 3310 N. New Braunfels	3 Hours (TBD after award)	8:00am -11:00 pm	4,596

**CENTRO INFORMATION CENTER AND DOWNTOWN LAVATORY**

Facility Name and Address	Custodial Cleaning Staff Hours	Public Operating Hours	Approximate Square Footage
Centro Information Center, 412 E. Commerce	Daily-Beginning at 7:15 am, with site checks at 11:15 am, 2:15 pm, 5:15 pm, 8:15 pm	8:00am -11:00 pm	2,100
Downtown Lavatory W. Commerce @ Alamo Plaza	Daily-Beginning at 7:00 am, with site checks at 11:00 am, 2:00 pm, 5:00 pm, 8:00pm	8:00am -11:00 pm	51.5

**LA VILLITA**

Facility Name and Address	Custodial Cleaning Staff Hours	Public Operating Hours	Approximate Square Footage
COS House, 418 La Villita Street	Daily-Beginning at 6:30am with site checks until 8 pm (1 hour after shops close)	10:00am – 6:00pm (Monday –Saturday; Sunday 11:00am – 4:00pm)	616 Inside; 444 Porch and 1,660 Patio
Bolivar Hall, 418 La Villita Street	Daily-Beginning at 6:30am with site checks until 8 pm (1 hour after shops close)	10:00am – 6:00pm (Monday –Saturday; Sunday 11:00am – 4:00pm)	1,176
Arneson River Theater Dressing Room and Concession Stand, 418 La Villita Street	Daily -Beginning at 6:30am with site checks until 8 pm (1 hour after shops close)	10:00am – 6:00pm (Monday –Saturday; Sunday 11:00am – 4:00pm)	1,200
Maverick Plaza, Concession Stand (inside), 418 La Villita Street	Daily-Beginning at 6:30am with site checks until 8 pm (1 hour after shops close)	10:00am – 6:00pm (Monday –Saturday; Sunday 11:00am – 4:00pm)	200
Plaza Juarez, Concession Stand, 418 La Villita Street	Daily-Beginning at 6:30am with site checks until 8 pm (1 hour after shops close)	10:00am – 6:00pm (Monday –Saturday; Sunday 11:00am – 4:00pm)	200

Administrative Offices, 418 La Villita Street	Daily-Beginning at 6:30am with site checks until 8 pm (1 hour after shops close)	10:00am – 6:00pm (Monday –Saturday; Sunday 11:00am – 4:00pm)	1,100
Maverick Plaza, 418 La Villita Street (outdoors)	Daily-Beginning at 6:30am with site checks until 8 pm (1 hour after shops close)	10:00am – 6:00pm (Monday –Saturday; Sunday 11:00am – 4:00pm)	34,132
Plaza Juarez, 418 La Villita Street (outdoors)	Daily-Beginning at 6:30am with site checks until 8 pm (1 hour after shops close)	10:00am – 6:00pm (Monday –Saturday; Sunday 11:00am – 4:00pm)	4,559
Plaza Nacional, 418 La Villita Street (outdoors)	Daily-Beginning at 6:30am with site checks until 8 pm (1 hour after shops close)	10:00am – 6:00pm (Monday –Saturday; Sunday 11:00am – 4:00pm)	7,779
Alamo Walkway, 418 La Villita Street (outdoors)	Daily-Beginning at 6:30am with site checks until 8 pm (1 hour after shops close)	10:00am – 6:00pm (Monday –Saturday; Sunday 11:00am – 4:00pm)	11,000
Villita Street, 418 La Villita Street (outdoors)	Daily-Beginning at 6:30am with site checks until 8 pm (1 hour after shops close)	10:00am – 6:00pm (Monday –Saturday; Sunday 11:00am – 4:00pm)	15,000

#### MARKET SQUARE

Facility Name and Address	Custodial Cleaning Staff Hours	Public Operating Hours	Approximate Square Footage
Farmers Market Plaza, 612 W. Commerce (indoor)	Daily-6:00am-10:00am	10am-8pm Jun-Aug 10am-6pm Sept-May	60,800
El Mercado, 514 W. Commerce (indoor)	Daily-6:00am-10:00am	10am-8pm Jun-Aug 10am-6pm Sept-May	43,200
Concho Plaza (outdoor)	Daily - 7:00am	24hr	5,820
Hidalgo Plaza (outdoor)	Daily - 7:00am	24hr	12,500
Hidalgo Museo, (outdoor)	Daily - 7:00am	24hr	5,160
Gateway Plaza, (outdoor)	Daily - 7:00am	24hr	3,000
San Saba St., (outdoor)	Daily - 7:00am	24hr	8,000
Market Square Administrative Office	Daily-8:00am	4:30 pm	1,200
Centro De Artes Building, 101 S. Santa Rosa, San Antonio, TX 78207	Daily-12 pm. – 4 p.m. (Tuesday, Thursday & Saturday)	10am-6pm Jan- Dec	30,672

**CITY MARINA**

Facility Name and Address	Custodial Cleaning Staff Hours	Public Operating Hours	Approximate Square Footage
City Marina	Once weekly. Wed. or Fri. 7am-12pm	Mon-Fri 7am-4pm	1,000

Common areas that need to be serviced include, but are not limited to, walkways, breezeways, alleys and driveways.

**4.19 ROUTINE CLEANING TASKS:**

All task described below shall be performed during Contractor’s scheduled hours for each location as indicated in Section 4.3 unless otherwise stated below. Services marked with a frequency of “daily” shall be repeated at each site check interval for Centro Information Center, if needed.

**4.19.1 TRASH & RECYCLES PICKUP AND REMOVAL:**

- Contractor shall keep trash, debris, leaves, cigarette butts, etc. picked up on a continuous basis; all accumulated trash shall be bagged and properly disposed of at the designated City provided disposal area.
- Contractor shall also gather all trash from all containers inside and outside of the buildings.
- All waste receptacles shall be washed or wiped clean with a damp cloth, replacing trash bags with black plastic liners or biodegradable liners.
- Promptly return waste receptacles to original locations.
- Receptacles designated for recycled material shall be emptied twice a week into designated City provided containers for pickup by Solid Waste Management Department, or more frequently if full.
- On Recycle pickup day or the evening before for early pickup, recycle collection containers will be placed by the curb as designated by the La Villita Facilities Operations Coordinator or designated manager.

**FREQUENCY: Daily**

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

**FREQUENCY: Daily**

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

**FREQUENCY: Daily and upon request**

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

**FREQUENCY: Daily**

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

**FREQUENCY: Daily and once weekly for City Marina**

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

**FREQUENCY: Weekly and Upon Request**

**4.19.7 HIGH DUSTING:** For high dusting, Contractor shall remove dust, lint, spider webs and dry soil from surfaces higher than 6 feet above the top of the floor. High dusting includes, but is not limited to, ventilation grilles, ceiling light fixtures, ceiling fans and "EXIT"/"ENTRANCE" signs.

**FREQUENCY: Every 6 Months to include the leaning roof at Centro Information Center.**

**4.19.8 CLEAN AND DISINFECT RESTROOMS: (includes showers were applicable)**

Restrooms must be restocked after full cleaning.

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

**FREQUENCY: La Villita and Market Square - Minimum of Three Times Daily or more as required to maximize the cleanliness of the restrooms for patrons. For restrooms in La Villita that are closed to the general public, once per week. Daily at Centro Information Center and Downtown Lavatory.**

**Other Facilities: Daily**

**4.19.9 BUFFER SCRUB RESTROOM FLOORS:**

Ceramic floors must be buffer scrubbed, cleaned, and dried.

**FREQUENCY: Monthly**

**4.19.10 INSPECT AND RESUPPLY RESTROOMS**

Restrooms must be inspected at least three times daily (morning, afternoon and evening), and shall be stocked with a minimum of a two-day supply of toilet paper, towels, soap, or other supplies.

**FREQUENCY: Three Times Daily (Morning, Afternoon, Evening), and at each site check interval for Centro Information Center and Downtown Lavatory; Once during each routine cleaning for San Antonio Garden Center; Monitor regularly during City sponsored events at Market Square.**

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

**FREQUENCY: Three Times Daily (Morning, Afternoon, Evening), and at each site check interval for Centro Information Center and Downtown Lavatory; Once during each routine cleaning for San Antonio Garden Center.**

#### 4.19.12 STAIRWAYS (LANDING AND TREAD SURFACES), AS APPLICABLE:

Landing and tread surfaces shall be kept free of dirt, dust, and other foreign substances and shall present an overall appearance of cleanliness. Railings, ledges, grills, fire apparatus, and doors shall be kept free of dust and foreign substances. Glass surfaces shall be cleaned and free of obvious dust, smudges, or spots. Metal surfaces shall be kept free of smears, smudges, or stains and shall be clean, bright, and polished to a uniform luster. Wood surfaces shall be kept free of smears, smudges, or stains.

**FREQUENCY: Weekly**

#### 4.19.13 DRINKING FOUNTAINS:

Drinking fountains are to be thoroughly cleaned as often as required, and no less frequently than daily. Stainless steel surfaces shall be highly reflective and free of stains, rust, and miscellaneous streaks.

**FREQUENCY: Daily**

#### 4.19.14 EXTERIOR CLEANING:

All designated perimeter areas of the following locations shall be cleaned of dirt, leaves, litter and debris using blowers. Leaves shall not be blown into tree and flower beds. Exterior cleaning shall be performed every morning at 6:00 a.m. and finished no later than 10:00 a.m. or before La Villita and Market Square are open for business.

- a) Maverick Plaza
- b) Plaza Juarez
- c) Plaza Nacional
- d) Alamo Walkway
- e) Villita Street
- f) Arneson River Theatre (back of stage, box seating areas and grassy seating areas)
- g) Alley's and open storage areas
- h) Mariachi Plaza
- i) Hidalgo Plaza
- j) Concho Plaza
- k) Gateway Plaza
- l) San Saba Street
- m) Market Square Grounds
- n) All Walkways
- o) Centro de Artes

**FREQUENCY: Daily (Morning)**

**PERFORMED:** As indicated in this section

#### 4.19.15 PRESSURE WASHING:

La Villita and Market Square Only: Contractor shall wash-down the following designated areas every morning at 7:00 a.m. and finish no later than 10:00 a.m. or before La Villita and Market Square open for business. Pressure washing will only be conducted on a weekly schedule at La Villita, at times chosen by the Facility Coordinator. Pressure washing will be conducted on a weekly schedule at Market Square, at times chosen by the Facility Coordinator. Additional pressure washing may be conducted at times required by any Facility Coordinator at the prices shown on the Price Schedule in Item III. Intensive pressure washing may be required for the removal of gum, tar or other foreign matter. Care shall be taken to avoid damage to the plaza pavers. Any runoff generated from washing down must be recaptured by either spot mopping or by using a wet vac. Runoff must not enter the storm water drain at any time. Areas requiring wash down include:

- a) Maverick Plaza
- b) Plaza Juarez - Contractor shall not use sealant or power wash at this location. Tiles must be buffer scrubbed.
- c) Plaza Nacional
- d) Alamo Walkway
- e) Villita Street
- f) Arneson River Theatre concession and seating areas; back of stage
- g) All Walkways (within La Villita)
- h) Dumpster Area

- i) All entrances to both buildings (Farmers Market and El Mercado)
- j) Mariachi Plaza
- k) Hidalgo Plaza
- l) Concho Plaza
- m) Commerce Street sidewalk alongside El Mercado (to include exterior walls of El Mercado building)
- n) Gateway Plaza
- o) All exterior walls of Farmers Market building
- p) Dumpster area (including the application of enzymes as required to remove the orders)
- q) Commerce, Dolorosa & San Saba Street sidewalks adjacent to Farmers Market building, and walkways adjacent to westside of Farmers Market building.
- r) Centro De Artes Building

Any wash down activities shall be performed in accordance with restrictions imposed by San Antonio Water System.

**FREQUENCY: Stated above**

PERFORMED: As indicated in this section

**4.19.16 ELEVATOR CLEANING (where applicable):**

Contractor shall vacuum and/or dust and damp mop the floors of the elevators daily. Track channels for doors will be vacuumed once each week. Exterior and interior sides of doors and trims shall be dusted daily and polished monthly. Cabs shall be damp wiped daily and washed as needed. Control and dispatch panels shall be dusted and polished daily to remove smudges, fingerprints or other foreign matter. Elevator thresholds shall be cleaned daily and polished monthly.

**FREQUENCY: As stated in this section**

PERFORMED: Contractor's scheduled hours; **between 7am – 9am for Market Square**

**4.19.17 FLOOR MAINTENANCE:**

All hard surfaced floors shall receive floor maintenance. Floor maintenance includes stripping of old wax, applying sealant, two coats of floor finish and buffing. After completing maintenance on the floors, the entire floor shall have a uniform glossy appearance, and be free of litter, dust, foreign debris, scuff marks, heel marks, and other stains and discolorations. Care should be taken when applying floor solutions. Any solutions splattered on baseboards, furniture, trash receptacles, etc. shall be removed. Easily moveable items, including bleachers, must be moved to maintain the floor underneath. All moved items shall be returned to their original location when all operations are completed. Floor finish is only to be applied to floor surfaces which have been thoroughly cleaned. Any probable price variance due to condition of the floor must be included in the bid price. Hard surface floors in the Bolivar Hall, Administrative Offices, Cos House and all restrooms in La Villita will be stripped, waxed and buffed twice per calendar year or as determined by Facility Coordinator. Hard surface floors at the San Antonio Garden Center will be stripped, waxed and buffed twice each calendar year. Tile floors at Plaza Juarez must be buffer scrubbed twice per or following a special event; this floor cannot be power washed and no sealant can be applied.

**FREQUENCY: Centro Information Center, Bolivar Hall, Administrative Offices of La Villita, Cos House and all restrooms in La Villita, and San Antonio Garden Center, which will be at a minimum of twice per calendar year. Additional floor maintenance may be requested by the facility. Quarterly for City Marina.**

PERFORMED: Contractor's scheduled hours; for the San Antonio Garden Center during Routine Cleaning Hours

**4.19.18 VACUUM CARPET (TO INCLUDE CARPETED FLOOR MATS) (WHERE APPLICABLE):**

After being vacuumed, the carpeted floor shall be free of all dirt, dust, paper clips, staples and small pieces of paper and other visible trash. Any spots shall be removed as soon as noticed.

**FREQUENCY: Daily**

**4.19.19 SHAMPOO CARPET (WHERE APPLICABLE):**

All carpet shall be shampooed using extractor method at the frequency indicated. After shampooing, all areas shall be free of litter, dust, debris, stains and discolorations. All shampoo solutions shall be removed from baseboards, furniture, trash receptacles, etc. Chairs, trash receptacles and easily moveable items shall be moved to maintain the floors underneath. All moved items shall be returned to their proper position when all operations have been completed. After carpet has been shampooed and dried to avoid mildew and odor, the carpet shall be treated with carpet protector.

**FREQUENCY: Quarterly**

**4.19.20 WINDOW WASHING (CENTRO INFORMATION CENTER AND SAN ANTONIO GARDEN CENTER ONLY)**

All windows shall be cleaned inside and out.

**FREQUENCY: Quarterly**

**4.19.21 TABLES AND CHAIRS (MARKET SQUARE/CENTRO DE ARTES BUILDING/LA VILLITA AND SAN ANTONIO GARDEN CENTER)**

Upon request, Contractor will pull out, clean, set up tables and chairs for meetings and/or events. In addition, Contractor may be required to break down the tables and return them with the chairs to a storage area.

**FREQUENCY: Upon request**

**4.19.22 FOOD COURT TABLES. (MARKET SQUARE)**

Remove and rinse tables in the Food Court area in the Farmers Market. Remove spilled food and debris from underneath and around tables.

**FREQUENCY: Daily**

**4.19.23 PORTABLE TOILETS (MARKET SQUARE)**

During City sponsored events, portable toilets may be set up in Market Square. Contractor shall remove cups and other trash left in portable toilets, and clean and restock the interior. Contractor shall not be responsible for emptying holding tanks.

**FREQUENCY: Hourly, during events.**

**4.19.24 TRASH RECEPTACLES (MARKET SQUARE/LA VILLITA) –** Extra trash containers must be pulled, wiped cleaned, properly lined and set out prior to event.

**FREQUENCY: Upon request**

## 005 - SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term:

This contract shall begin upon the effective date of the ordinance awarding the contract or July 1, 2023, 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 June 30, 2026.

### Renewals:

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

### Temporary Short-Term Extensions.

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

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

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

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

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

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

### Insurance

No later than 30 days before the scheduled service under this Agreement, CONTRACTOR must provide a completed Certificate(s) of Insurance to CITY's Finance Department. The certificate must be:

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

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

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

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

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

<b>INSURANCE TYPE</b>	<b>LIMITS</b>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Contractors f. 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 or Excess Liability Coverage must be on a per project aggregate.  f.\$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.
5. Professional Liability	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.
*6. Environmental Liability –(Contractor's Pollution Liability (Claims-made coverage)	\$1,000,000 per occurrence;  \$2,000,000 general aggregate for claims associated with hazardous materials, to include spills and mitigation.
*If Applicable	

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

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

City of San Antonio  
Attn: Finance Department  
P.O. Box 839966

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

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

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

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

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

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

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

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

#### Workers' Compensation:

##### Definitions:

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

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

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service

related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

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

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

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

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

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter. The contractor shall notify the City in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Incorporation of Attachments.

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

Attachment A – Part One – General Information

Attachment A – Part Two – Experience, Background, Qualifications

Attachment A – Part Three – Proposed Plan

Attachment B – Price Schedule

Attachment C – Contracts Disclosure Form

Attachment D – Litigation Disclosure Form

Attachment E – Small Business Economic Development Advocacy (SBEDA) Program

Attachment F – SBEDA Utilization Plan Commitment Form

Attachment G – Veteran-Owned Small Business (VOSB) Preference Program Tracking Form

Attachment H – Certificate of Interested Parties (Form 1295)

Attachment I – Working with COSA – Keys to Faster Payments

Attachment J – City Holidays and Closures

Attachment K – Proposal Checklist

Attachment L – Sample Task List for La Villita

Attachment M – Event Task Form

Attachment N – Additional Information for City Facilities

Attachment O – Inspection Form

## 006 - GENERAL TERMS & CONDITIONS

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

### Delivery of Goods/Services.

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

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

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

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

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

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

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

### Invoicing and Payment.

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

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

Invoices submitted electronically to the e-mail address above must be in separate .pdf format file. Multiple invoices cannot be submitted in a single .pdf file; however, Vendor may submit multiple, separate invoice files in a single e-mail. Any

required documentation in support of the invoice should be compiled directly behind the invoice in the same .pdf file. Each electronically submitted file must have a unique identifying name that is not the same as any other file name.

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

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

Information Required on Invoice.

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

Payment by City.

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

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

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

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

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

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

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

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

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

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

#### Termination.

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

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

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

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

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

Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

Records Retention.

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

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

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

S.B. 943 – Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Vendor acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this 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 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited

liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

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

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

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

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

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

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

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

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

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

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

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

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

Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract

with City. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on such list during the course of its contract with City, City may terminate the Contract for material breach.

City Data

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

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

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

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

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

**007 - SIGNATURE PAGE**

By submitting a proposal, Respondent represents that:

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

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

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

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

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

Respondent Information

Please Print or Type

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

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

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

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

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

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

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

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

City's Solicitation No. 6100016270 \_\_\_\_\_

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

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

\_\_\_\_\_  
Date

## 008 - STANDARD DEFINITION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**009 - ATTACHMENTS**

**RFCSP ATTACHMENT A, PART ONE**

**GENERAL INFORMATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Partnership

Corporation If checked, check one:  For-Profit  Nonprofit

Also, check one:  Domestic  Foreign

Other If checked, list business structure: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

List Related Companies:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**10. Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? Yes \_\_\_ No \_\_\_ If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

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

**11. Previous Contracts:**

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

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

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

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

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

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

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

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

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**12. Financial Review:** Is your firm publicly traded? Yes \_\_\_ No \_\_\_ If "Yes", provide your firm's SEC filing number.

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## REFERENCES

**Provide three (3) reference letters from three (3) separate organizations/companies/firms, that the Respondent has provided services to within the past three (3) years. Don't provide references from City 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.

**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.

1. Fully describe your company and experience as it relates to the following:  
History of company (to include number of years/months in business);  
History of company operations over the past three years;  
History of custodial service contracts, facilities or organizations, address, phone numbers, points of contact, length of contracts, and which contracts, if any, were terminated for cause or convenience.
2. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe relevant projects of similar size and scope performed over the past 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 list the types of cleaning equipment available to support this project.
6. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past.
7. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.
8. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
9. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

**RFCSP ATTACHMENT A, PART THREE**

**PROPOSED PLAN**

Prepare and submit the following items.

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

**1. Ramp Up Plan** – Describe how Respondent will ramp up to meet the City’s custodial service requirements to implement contract by July 1, 2023. Provide information such as badging and staffing, availability of products, stocking supplies and equipment. Indicate what the timeframes are for Respondents to be able to mobilize upon contract award. Indicate what communications solutions Respondent will employ to meet the requirements and Reporting. **Does respondent have current staff to support a new contract or will you need to recruit? If you recruit, where will you recruit from?**

**2. Staffing Plan** – Describe Respondent Staffing Plan for providing Custodial Services at La Villita, Market Square, Centro De Artes Building, Centro Information Center, Downtown Lavatory, San Antonio Garden Center and the City Marina. Provide a weekly staffing schedule which shows how the Respondent will cover all shifts. Provide the Respondent standard job description for Shift Supervisor and custodian positions. Provide a color photograph of the Respondent proposed uniform.

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

- a. Describe the number of Supervisor(s), custodians, and/or Project Manager(s) that will be assigned to the contract. Indicate the proposed time frame for performing custodial services at each specific location; La Villita, Market Square, Centro de Artes Building, Centro Information Center, Downtown Lavatory, San Antonio Garden Center, and the City Marina. (i.e. between the hours of 1:00 pm – 3:00 pm; all day; etc.)
- b. Site: Provide the address of the facility which you will use for this project. Describe your current capacity to serve the contractual duties of this contract as well as additional capacity that you will need as a result of this contract. If additional resources are needed, describe your plan for acquiring these resources. Pictures or lists of equipment/resources readily available to perform required services may be used to expand or clarify. Provide listing and quantity of Respondents current equipment/materials and supplies to perform scope of services. Describe how you will maintain and monitor the re-stocking of supplies for all work shifts.
- c. Describe process for performing Criminal Background Checks on all employees and retention procedure for maintaining background checks.
- d. Describe Respondents plan for providing Extended/Emergency Service Hours as requested. Provide point of contact information.

Contractor shall provide the city with a 24 hour contact phone number:

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

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

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

e. Complete the Staffing Plan included below as paragraph 14 and indicate the proper number of custodians to successfully complete the requirements at each location.

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

Provide Respondents proposed plan to meet with Facility Coordinators to review performance issues. Describe how you will insure the custodial services requirements provided by the day, evening and/or night crews are met at both La Villita and Market Square.

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

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

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

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

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

**9. Communication** - Describe Respondent communication plan with Managers, Supervisors and Custodians. Describe devices to be utilized for quick communication access, customer service plan and discuss lines of communication and interaction with City customers, including City Staff and others.

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

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

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

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

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

### Staffing Plan

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

Location	Address	# of Custodians	PROPOSED NUMBER OF HOURS							Total Weekly Hours Per Custodian	Total Extended Weekly Hours for All Custodians
			Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday		
La Villita	418 La Villita Street.; San Antonio, TX 78205										
Market Square	612 W. Commerce St.; San Antonio, TX 78204										
Centro De Artes Building	101 S. Santa Rosa San Antonio, TX 78207										
Centro Information Center	412 E. Commerce; San Antonio, TX 78205										
Downtown Lavatory	Corner of Losoya at E. Commerce, San Antonio, TX 78205										
San Antonio Garden Center	3310 N. New Braunfels, San Antonio, TX 78209										
City Marina	202 E. Nueva, Ste. 100 San Antonio, TX 78205										

**RFCSP ATTACHMENT B**

**PRICE SCHEDULE**

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

**RESPONDENTS MUST PROPOSE FIXED PRICES FOR THE ITEMS LISTED BELOW. OFFERS WITH PRICE RANGES WILL BE DEEMED NON-RESPONSIVE.**

**ITEM I: MONTHLY COST OF ROUTINE CLEANING TASKS**

Indicate the **PRICE PER MONTH** for performing all routine cleaning tasks. This price will be used for all facilities identified in this document, and includes all services described in the RFCSP, except for those paid on an hourly rate, or a square footage rate, as stated in the RFCSP.

**Item IA:**  
**La Villita: \$ \_\_\_\_\_**

**Item IB:**  
**Market Square: \$ \_\_\_\_\_**

**Item 1C:**  
**Centro de Artes Building: \$ \_\_\_\_\_**

**Item ID:**  
**Centro Information Center: \$ \_\_\_\_\_**

**Item 1E:**  
**Downtown Lavatory: \$ \_\_\_\_\_**

**Item IF:**  
**San Antonio Garden Center: \$ \_\_\_\_\_**

**Item IG:**  
**City Marina: \$ \_\_\_\_\_**

**ITEM II: HOURLY RATES CHARGED TO CITY [TO BE USED AS SPECIFIED IN THE SCOPE OF SERVICES SECTION] APPROXIMATE NUMBER OF HOURS: 300 HOURS PER MONTH, PER POSITION**

<b>Job Classification</b>	<b>Hourly Rate</b>
Supervisor	\$ _____
Custodian	\$ _____

**ITEM III: PRESSURE WASHING: 3,000 psi minimum/3,500 psi maximum.**

Price per sq ft for additional service, if requested beyond that included within the scope (Section 4.19.15):

\$ \_\_\_\_\_ Per Sq. Ft.

**ITEM IV: HOURLY RATES CHARGED TO THIRD PARTY EVENT SPONSORS (FOR MARKET SQUARE ONLY)**

<b>Job Classification</b>	<b>Hourly Rate</b>
Supervisor	\$ _____
Custodian	\$ _____

Prompt Payment discount \_\_\_\_% \_\_\_\_ days (if no discount offered, Net 30 days will apply).

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

Complete and submit a Contracts Disclosure Form with the proposal. The Contracts Disclosure Form may be downloaded at: <https://www.sanantonio.gov/Portals/0/Files/eforms/Atty/ContractsDisclosureForm.pdf>

Instructions for completing the Contracts Disclosure form are listed below: (Complete all fields. Note: All fields must be completed prior to submitting the form. Place filled form in bid package per check list.)

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

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

**RFCSP ATTACHMENT D**  
**LITIGATION DISCLOSURE FORM**

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

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

Yes \_\_\_      No \_\_\_

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

Yes \_\_\_      No \_\_\_

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

Yes \_\_\_      No \_\_\_

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

## RFCSP ATTACHMENT E

### SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM Annual Contract – Custodial Services for CCDO & Park Locations

#### A. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2016-05-19-0367 and as amended, also referred to as “SBEDA” or “the SBEDA Program”), which is posted on the City’s Economic Development Department (EDD) website page and is also available in hard copy format upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of the SBEDA Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

#### B. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiatives (API) to this contract. CONTRACTOR hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO’s granting of a waiver, that its full compliance with the following API terms and conditions are necessary to attain satisfactory performance under this Agreement:

**Please note** that failure to meet the subcontracting API requirements (when applicable) will deem the response non-responsive. To be SBEDA eligible a Prime or Subcontractor must be certified as a Small Business Enterprise (SBE) through the South Central Texas Regional Certification Agency AND must be headquartered or have a significant business presence in the San Antonio Metropolitan Statistical Area. The guidelines and steps to be certified by SCTRCA are available at: <https://sctrca.org/get-certified/>.

**ESBE Prime Contract Program.** In accordance with the SBEDA Ordinance, Section III. D. 7. (b), this contract is being awarded pursuant to the ESBE Prime Contract Program, and as such, RESPONDENT affirms that if it is presently certified as an ESBE (see *Emerging Small Business Enterprise* definition), RESPONDENT agrees not to subcontract more than 49% of the contract value to a non-ESBE firm.

**SBE Prime Contract Program.** In accordance with the SBEDA Ordinance, Section III. D. 7. (a), this contract is being awarded pursuant to the SBE Prime Contract Program, and as such, RESPONDENT affirms that if it is presently certified as an SBE (see *Small Business Enterprise* definition), RESPONDENT agrees not to subcontract more than 49% of the contract value to a non-SBE firm.

**M/WBE Prime Contract Program.** In accordance with the SBEDA Ordinance, Section III. D. 8. (b), this contract is being awarded pursuant to the M/WBE Prime Contract Program and as such, RESPONDENT affirms that if it is presently certified as an M/WBE (see *Minority/Women Business Enterprise* definition), RESPONDENT agrees not to subcontract more than 49% of the contract value to a non-M/WBE firm.

**M/WBE Subcontracting Program.** In accordance with SBEDA Ordinance Section III. D. 8. (f), this contract is being awarded pursuant to the M/WBE Subcontracting Program. CONTRACTOR agrees to subcontract or self-perform at least **twenty-four percent (24%)** of its prime contract value to certified M/WBE firms headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area (SAMSA). If the Prime CONTRACTOR is a certified M/WBE firm, then the CONTRACTOR is allowed to self-perform up to the entire M/WBE subcontracting goal amount with its own forces. To the extent that the certified M/WBE Prime CONTRACTOR does not self-perform a portion of the M/WBE subcontracting goal, it shall be responsible for complying with all other requirements of this API for that portion of work that is subcontracted.

**Segmented M/WBE Goal.** In accordance with SBEDA Ordinance Section III. D. 8. (g), this contract is being awarded pursuant to Segmented M/WBE Goals. CONTRACTOR agrees to subcontract or self-perform at least **seven percent (7%)** of the

contract value to a certified African American Business Enterprise (AABE) firm headquartered or having a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA). This **seven percent (7%)** subcontracting goal will also count toward the aforementioned **twenty-four percent (24%)** M/WBE subcontracting goal.

The **Subcontractor/Supplier Utilization Plan** which CONTRACTOR submitted to City with its response for this contract and that contains the names of the certified SBE, M/WBE and AABE Subcontractors to be used by CONTRACTOR on this contract, the respective percentages of the total prime contract dollar value to be awarded and performed by each SBE, M/WBE and AABE Subcontractor, and documentation including a description of each SBE, M/WBE and AABE Subcontractor's scope of work and confirmation of each SBE, M/WBE and AABE Subcontractor's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Agreement.

In the absence of a waiver granted by the SBO, failure of a Prime CONTRACTOR to attain this M/WBE and AABE subcontracting goal as required in the solicitation shall render its response non-Responsive. Also, in the absence of a waiver granted by the SBO, failure of a Prime CONTRACTOR to attain a subcontracting goal for M/WBE and AABE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with the City and shall be subject to any penalties and sanctions available under the terms of the SBEDA Ordinance, its contract with the City or by law.

**Subcontractor Diversity:** The City of San Antonio strongly encourages each bidder to be as inclusive as possible, and to reach out to all segments of the M/WBE community in its efforts to exercise good faith in achieving the M/WBE and AABE subcontracting goal(s) of 24% and 7% respectively, that has been established for this contract. While the relative availability of ready, willing, and able firms within various ethnic and gender categories will vary significantly from contract to contract based upon the particular trades that are involved, overall in the San Antonio **Other Services** industry, as reflected in the City's Centralized Vendor Registration system for the month of March 2023, African-American owned firms represent approximately 3.51% of available subcontractors, Hispanic-American firms represent approximately 9.12%, Asian-American firms represent approximately 0.60%, Native American firms represent approximately 0.08%, and Women-owned firms represent approximately 3.21% of available **Other Services** subcontractors

#### C. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements.

**Waiver Request** - A Respondent may request, for good cause, a full or partial Waiver of a **specified subcontracting goal** included in this solicitation by submitting the *Subcontracting Goal- Waiver Request* form (available at <http://www.sanantonio.gov/SBO/Forms.aspx>) with its solicitation response. The Respondent's Waiver request must fully document Subcontractor unavailability despite the Respondent's good faith efforts to comply with the goal. Such documentation shall include all good faith efforts made by Respondent including, but not limited to, which Subcontractors were contacted (with phone numbers, e-mail addresses and mailing addresses, as applicable) and the method of contact. **Late Waiver requests will not be considered.** More information on the good faith effort criteria is available within the Subcontracting Goal – Waiver Request Evaluation Criteria at <http://www.sanantonio.gov/SBO/Forms.aspx>.

**Exception Request** - A Respondent may, for good cause, request an Exception to the application of the SBEDA Program if the Respondent submits the *Exception to SBEDA Program Requirements Request* form (available at <http://www.sanantonio.gov/SBO/Forms.aspx>) with its solicitation response. The Respondent's Exception request must fully document why: (1) the value of the contract is below the \$50,000 threshold for application of the SBEDA Program; or (2) no commercially-useful subcontracting opportunities exist within the contract scope of work; or (3) the type of contract is outside of the scope of the SBEDA Ordinance. **Late Exception Requests will not be considered.**

#### D. SBEDA Program Compliance – General Provisions

As CONTRACTOR acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these

SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its subcontractors with this term;
2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its subcontractors or suppliers;
3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
4. CONTRACTOR shall notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.
5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.
6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum 7of four years or as required by state law following the final determination of litigation, whichever is later.
7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone Subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.
8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to proceed for this project until the CONTRACTOR for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System (CVR), and CONTRACTOR has represented to CITY which primary commodity codes each Subcontractor will be performing under for this contract. CITY recommends all Subcontractors to be registered in the CVR.

For more information please see link: <http://www.sanantonio.gov/SBO/Compliance>

#### E. Violations, Sanctions and Penalties

In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;
2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;
3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;
4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

1. Suspension of contract;
2. Withholding of funds;
3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
4. Refusal to accept a response or proposal; and
5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR 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 the company retaliate against any person for reporting instances of such discrimination. The company 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. The company 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 the company 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. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

G. Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the

Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

#### H. Definitions

**Affirmative Procurement Initiatives (API)** – Refers to various S/M/WBE Program tools and Solicitation Incentives that are used to encourage greater prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE Program tools, see Section III.D of Attachment A to the SBEDA Ordinance). To be eligible for the benefits of race- and gender-conscious APIs as provided in the SBEDA Ordinance, M/WBE firms must also satisfy the size standards for being a Small Business Enterprise or SBE as defined herein.

**Annual Aspirational Goal** – a non-mandatory annual aspirational percentage goal for overall M/WBE Prime and subcontract participation in City of San Antonio contracts is established each year for Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contract Industry Categories. This Annual Aspirational Goal is to be set (and thereafter adjusted) by the Goal Setting Committee (GSC) based upon the M/WBE availability by industry in accordance with the City's 2015 Disparity Study findings, along with relative M/WBE availability data to be collected by the City through its CVR system, and the utilization of M/WBEs. Any adjusted Annual Aspirational Goals for a given industry should not exceed the Expected Availability for award dollar weights as found in the 2015 Disparity Study. Annual Aspirational Goals are not to be routinely applied to individual contracts, but are intended to serve as a benchmark against which to measure the overall effectiveness of the S/M/WBE Program on an annual basis, and to gauge the need for future adjustments to the degree of aggressiveness of remedies being applied under the Program. Percentage Goals for S/M/WBE participation may be established by the GSC on a contract-by-contract basis based upon similar data and analysis for the particular goods and services being purchased in a given contract.

**Award** – the final selection of a Respondent for a specified Prime Contract or subcontract dollar amount. Contract awards are made by the City to Prime Contractors or vendors and by Prime Contractors or vendors to Subcontractor or sub-vendors, usually pursuant to a solicitation process. (Contract awards are distinguished from contract payments, the first, only reflect the anticipated dollar amounts the second, reflect actual dollar amounts that are paid to a contractor under an awarded contract).

**Best Value Contracting** – a purchasing solicitation process through which the Originating Department may evaluate factors other than price. Evaluation criteria for selection may include a Respondent's previous experience and quality of product or services procured, and other factors identified in the applicable statute.

**Centralized Vendor Registration System (CVR)** – a mandatory electronic system of hardware and software programs by which the City recommends all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. All businesses awarded a City contract shall be required to register in the CVR. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

**Certification** – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these certification services to a regional Certification agency or other entity. For purposes of Certification, the City may accept any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in the Ordinance No. 2016-05-19-0367 Section III.E.6.

**City** – refers to the City of San Antonio, Texas.

**Commercially Useful Function** – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and

supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed.

**Control** – the authority of a person or business owner to sign responses to solicitations and contracts, make price negotiation decisions, sell or liquidate the business and have the primary authority to direct the day-to-day management and operation of a business enterprise without interference from others.

**Economic Inclusion** – efforts to promote and maximize commercial transactions within, between and among all segments of the business population, regardless of race or gender, within the Relevant Marketplace.

**Emerging SBE (ESBE)** – a certified SBE corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is independently owned and operated by Individuals legally residing in, or that are citizens of, the United States or its territories whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

**Emerging M/WBE** – a certified M/WBE firm whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

**Evaluation Preference** – an API that may be applied by the Goal Setting Committee to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime Respondents.

**Formal Solicitation** – an invitation for bids, request for proposals, request for qualifications or other solicitation document issued by a City department for a contract that requires City Council approval, in accordance with the procurement rules adopted by the City Manager or designee through a memorandum issued by the City Manager or designee, an Administrative Directive or a procurement manual issued under the authority of the City Manager or designee, and/or pursuant to statutory requirements.

**Goal Setting Committee (GSC)** – a committee, or series of committees, appointed and chaired by the City Manager or designee from the Executive Team that includes, at a minimum, the EDD Director or designee, and the Director of Finance or Director of Transportation and Capital Improvements (TCI) or their designees, the Director or designee of the Originating Department (if the Originating Department is neither Finance nor TCI,) all without duplication of designees and two citizens appointed by City Council who are eligible to vote during the goal setting committee on contracts valued at \$3,000,000 and above. The City Manager or designee may also appoint two ex-officio members of the Small Business Advocacy Committee to serve on any GSC purely in an advisory and non-voting capacity. The GSC establishes S/M/WBE Program Goals for the City of San Antonio (e.g., Annual Aspirational Goals, Contract-by-Contract Subcontracting Goals, and determining which M/WBE segments are eligible for Segmented Subcontracting Goals annually) based upon Industry Categories, vendor availability, project-specific characteristics, and M/WBE utilization. The GSC also makes determinations about which Affirmative Procurement Initiatives (APIs) are to be applied to specific contracts based upon various criteria.

**Good Faith Efforts** – documentation of the Respondent's intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation as stated in the solicitation reflecting the Respondent's commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., solicitations of

bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office's directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and CONTRACTORS that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.)

**HUBZone Firm** – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

**Independently Owned and Operated** – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

**Individual** – an adult person that is of legal majority age.

**Industry Categories** – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as “business categories.”

**Joint Venture Incentives** – an API that provides inducements for non-SBE and non-M/WBE firms to collaborate with SBE or M/WBE partners in responses to solicitations and performing a Prime Contract to supply goods to, or to perform on behalf of, the City. Joint ventures are manifested by written agreements between two or more Independently Owned and Controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture. Incentives under this API may include Evaluation Preferences that are tied to the percentage of SBE or M/WBE participation in the joint venture, expedited issuance of building permits and extra contract option years in certain Other Services and Goods & Supplies contracts.

**Minority/Women Business Enterprise (M/WBE)** – firm that is certified as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

**M/WBE Directory** – a listing of M/WBEs that have been certified for participation in the City's M/WBE Program APIs.

**M/WBE Subcontracting Program** – an API in which Prime Contractors or vendors are required to make Good Faith Efforts to subcontract a specified percentage of the value of prime contract dollars to certified M/WBE firms. Such subcontracting goals may be set and applied by the GSC on a contract-by-contract basis to those types of contracts that provide subcontract opportunities for performing Commercially Useful Functions wherein:

- (1) There have been ongoing disparities in the utilization of available M/WBE Subcontractors; or
- (2) Race-Neutral efforts have failed to eliminate persistent and significant disparities in the award of prime contracts to M/WBEs in a particular Industry Category or industry segment (e.g., Construction contracts, Professional Services contracts, and Architectural and Engineering contracts), and subcontract opportunities are limited outside of City contracts.

When specified by the GSC, the M/WBE Subcontracting Program may also be required to reflect Good Faith Efforts that a

Prime Contractor or vendor has taken (or commits to taking in the case of solicitations that do not include a detailed scope of work or those in which price cannot be considered a factor in evaluation), toward attainment of subcontracting goals for M/WBE firms.

**M/WBE Evaluation Preference** – an API that the City may apply to requests for proposals or qualifications (RFPs or RFQs) on City Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts that are issued pursuant to a Best Value Contracting method or other methods of procurement wherein criteria other than lowest price are factored into the selection process. M/WBEs that submit responses for these kinds of solicitations are awarded additional Points in the scoring of their responses when evaluating and ranking their responses against those submitted by non-minority firms. Where specified in contract specifications as approved by the Goal Setting Committee, the M/WBE Evaluation Preference may be limited to Emerging M/WBE firms.

**Minority Business Enterprise (MBE)** – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the City. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term “MBE” as used in the SBEDA Ordinance is not inclusive of women-owned business enterprises (WBEs).

**Minority Group Members** – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

African-Americans: Persons with origins in any of the black racial groups of Africa.

Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.

Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

Native Americans: Persons having no less than 1/16<sup>th</sup> percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

**Originating Department** – the City department or authorized representative of the City which issues solicitations or for which a solicitation is issued.

**Payment** – dollars actually paid to Prime Contractors and/or Subcontractors and vendors for City contracted goods and/or services.

**Points** – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts (e.g., up to 20 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

**Prime Contractor** – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City.

**Race-Conscious** – any business classification or API wherein the race or gender of business owners is taken into consideration (e.g., references to M/WBE programs and APIs that are listed herein under the heading of “Race-Conscious”). To be eligible for the benefits of race- and gender-conscious APIs as provided in this Ordinance, M/WBE firms must also satisfy the size standards for being a Small Business Enterprise or SBE as defined herein.

**Race-Neutral** – any business classification or API wherein the race or gender of business owners is not taken into consideration (e.g., references to SBE programs and APIs that are listed herein under the heading of “Race-Neutral”).

**Relevant Marketplace** – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the 2015 Disparity Study, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of

Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

**Respondent** – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City.

**Responsible** – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

**Responsive** – a firm's submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

**San Antonio Metropolitan Statistical Area (SAMSA)** – also known as the Relevant Marketplace, the geographic market area from which the City's 2015 Disparity Study analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

**Segmented M/WBE Goals** – the application of multiple goals for M/WBE participation within Annual Aspirational Goals or for M/WBE Subcontracting Goals on an individual City contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals. Such segmented goals specifically target the participation of a particular segment of business enterprises owned and Controlled by WBEs or certain Minority Group Members (e.g., African-Americans or Hispanic-Americans) based upon relative availability and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. The application of Segmented M/WBE Goals is intended to ensure that those segments of M/WBEs that have been most significantly and persistently underutilized receive a fair measure of remedial assistance.

**SBE Directory** – a listing of small businesses that have been certified for participation in the City's SBE Program APIs.

**Significant Business Presence** – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

**Small Business Enterprise (SBE)** – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

**Small Business Office (SBO)** – the office within the Economic Development Department (EDD) of the City that is primarily responsible for general oversight and administration of the SBEDA Program.

**Small Minority Women Business Enterprise Program (S/M/WBE Program)** – the combination of SBE Program and M/WBE Program features contained in this Ordinance.

**Solicitation Incentives** – additional inducements or enhancements in the solicitation process that are designed to increase the chances for the selection of S/M/WBE firms in competition with other firms. Such inducements and enhancements may include such terms as additional contract option years, increased quantities in supply contracts, and evaluation preferences, where not prohibited by law. These solicitation incentives may be applied as appropriate to solicitations, contracts, and letter agreements for Construction, Architecture and Engineering services, Professional Services, Other Services, and Goods & Supplies contracts, including change orders and amendments.

**Subcontractor** – any vendor or contractor that is providing goods or services to a Prime Contractor in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of the binding agreement between the Prime Contractor and the Subcontractor shall be submitted prior to the City's issuance of a notice to proceed.

**Suspension** – the temporary stoppage of an SBE or M/WBE firm’s beneficial participation in the City’s S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7, or pursuant to the Penalties and Sanctions set forth in Section III.E.13.

**Subcontractor/Supplier Utilization Plan** – a binding part of this contract agreement which states the CONTRACTOR’s commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR’s Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee.

**Women Business Enterprises (WBEs)** - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term “WBE” as used in this Ordinance is not inclusive of MBEs.

**RFCSP ATTACHMENT F**

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

**UTILIZATION PLAN**

(Posted as separate documents)

## RFCSP ATTACHMENT G

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

Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation.

**For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form attached separately from this solicitation.**

Respondent must complete and return the attached Veteran-Owned Small Business Program Tracking Form.

(See following pages)

**City of San Antonio**  
**Veteran-Owned Small Business Program Tracking Form**

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**Authority.** San Antonio City Code Chapter 2, Article XI describes the City's veteran-owned small business preference program.

**Tracking.** This solicitation is not eligible for a preference based on status as a veteran-owned small business (VOSB). Nevertheless, in order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both prime contract and subcontract levels.

**Certification.** The City relies on inclusion in the database of veteran-owned small businesses (VOSB) maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar certification procedures.

**Definitions.**

The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74.

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.
- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

The program uses the below definition of joint venture.

- Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographically.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR BID/PROPOSAL.

**INSTRUCTIONS**

- IF SUBMITTING AS A PRIME CONTRACTOR ONLY, COMPLETE **SECTION 1** OF THIS FORM.
- IF SUBMITTING AS A PRIME CONTRACTOR UTILIZING A SUBCONTRACTOR, COMPLETE **SECTIONS 1 AND 2** OF THIS FORM.

**City of San Antonio**  
**Veteran-Owned Small Business Program Tracking Form**

SOLICITATION NAME/NUMBER: \_\_\_\_\_

Name of Respondent:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	No
Name of <b>SUBCONTRACTOR</b> Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is <b>SUBCONTRACTOR</b> certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is <b>SUBCONTRACTOR</b> certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified <b>SUBCONTRACTOR</b> as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount		

**City of San Antonio**  
**Veteran-Owned Small Business Program Tracking Form**

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ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Veteran-Owned Small Business Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDDER/RESPONDENT'S FULL NAME:

\_\_\_\_\_  
(Print Name) Authorized Representative of Bidder/Respondent

\_\_\_\_\_  
(Signature) Authorized Representative of Bidder/Respondent

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**This Veteran-Owned Small Business Program Tracking Form must be submitted with the Bidder/Respondent's bid/proposal.**

## RFCSP ATTACHMENT H

### 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, 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/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

**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 solicitation number shown on the cover page of this solicitation (e.g RFX 6100012553, or RFCSP 6100012553).**

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

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

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

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

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

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

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

RFCSP ATTACHMENT I:

WORKING WITH COSA – KEYS TO FASTER PAYMENT



# CITY OF SAN ANTONIO

## *Working with COSA-----Keys to faster payments*

Welcome to doing business with the City of San Antonio (COSA)! We appreciate our suppliers and vendors and offer the following guidelines to ensure we are in the best position to process your payments quickly and timely:

- ❖ COSA works on a Purchase Order (PO) system. It is the vendor's responsibility to obtain a valid Purchase Order from the ordering department each time an order is placed.
  - The PO number is required to be included on all invoices and should be included on shipping documents where possible.
  - City PO numbers begin with "45" or "80" and are 10 digits in length.
  - Invoices received without a valid PO number are subject to return for correct billing.
  - Payment date is determined from the later of: date of receipt of goods/service or the date of receipt of a valid invoice by the City plus the number of days/ payment terms agreed to in the contract.
  - PO's are issued for a specific quantity and/or dollar value. Vendors should fill orders up to that amount and have a method of tracking when the PO value has been met. When the PO is complete, the vendor should contact the ordering City Department for a new PO number before further goods or services are provided.
  - Please ensure your invoice billing is in the same quantity and net price values as the bid. The PO will be set up per the contract and the invoicing must match the detail on the PO.
- ❖ It is our policy to not make manual corrections to invoices. Most City contracts do not allow miscellaneous charges, delivery charges and other surcharges.
  - Credit memos will be accepted to offset pricing issues.
  - Other erroneous items included may result in rejection of the invoice and will require a new, correct invoice.
- ❖ Original invoices and monthly statements should be submitted directly to Accounts Payable: Please ensure you have rules in place in your system that will prevent unauthorized requests to change the billing address.

***By Mail:***

City of San Antonio  
Finance Department / Accounts Payable  
P.O. Box 839976  
San Antonio, TX 78283-3976

***By Delivery service:***

City of San Antonio  
Finance Department / Accounts Payable  
100 W Houston St.  
San Antonio, TX 78205

**By Electronic submission:** .pdf format is required. Please ensure each invoice is submitted as a separate file and each file name is a unique identifier (no file should have the same name as another file being submitted). Multiple files may be sent on one e-mail.

[Accounts.Payable@sanantonio.gov](mailto:Accounts.Payable@sanantonio.gov)

Original, first time submission invoices only

[apteam@sanantonio.gov](mailto:apteam@sanantonio.gov)

Statements & status inquiries

**Please note:** 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. You may courtesy copy departmental personnel on the e-mail if requested.

- ❖ At a minimum, all invoices should include the following fields and information:
  - Vendor name, address and phone number
  - dba name (if applicable)
  - Remit address for payments (if applicable)
  - Ship to name, address and Department Name
  - Invoice number – ensure it is a unique number for each invoice
  - Invoice date
  - Purchase Order number
  - Payment terms including discounts or retainage terms
  - Line item detail for each item ordered including quantity, unit price, total
  - Total invoice amount

**\*\*To prevent FRAUD from occurring, please do not include Banking information on submitted invoices.\*\***

- ❖ Please ensure COSA receives a legible invoice, the original white or top copy, no colored paper please.
- ❖ The City is sales tax exempt. Please ensure your system is properly maintained to ensure sales tax is not included on your invoices. If you need a State of Texas Sales Tax exemption form, contact the ordering Department.
- ❖ Change of address or change of remittance address notifications should be submitted in writing to [vendors@sanantonio.gov](mailto:vendors@sanantonio.gov) or fax to (210) 207-7270 along with appropriate documentation. An updated W-9 showing the new address is required.
- ❖ Each COSA vendor is assigned to a specific AP Specialist, ready to answer your inquiries. For the contact name, please call the Accounts Payable section’s main phone number (210) 207-2064 and ask to be directed.

We thank you for taking the time to review this information and look forward to working with you.

***Finance Department City of San Antonio***

**RFCSP ATTACHMENT J**  
**CITY HOLIDAYS AND CLOSURES**

Holidays are defined as City recognized holidays as published on the City's web site at <http://www.sanantonio.gov/gpa/holidaysandclosures>

## RFCSP ATTACHMENT K

### PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order. **Respondent shall limit information regarding the Small Business Economic Development Advocacy Program (and associated certifications for any joint venturers or sub-contractors), the Veteran-Owned Small Business Preference Program participation 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.**

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFCSP Attachment A, Part One	
Experience, Background & Qualifications RFCSP Attachment A, Part Two	
Proposed Plan RFCSP Attachment A, Part Three	
Price Schedule, Attachment B	
* Contracts Disclosure Form, RFCSP Attachment C	
Litigation Disclosure Form, RFCSP Attachment D	
* Small Business Economic Development Advocacy (SBEDA) Program Forms RFCSP Attachment E; and Associated Certificates, if applicable	
* Veteran Owned Small Business Preference Program (VOSBPP) Tracking Form, RFCSP Attachment G	
* Certificate of Interested Parties (Form 1295), RFCSP Attachment H	
Financial Information : Dun and Bradstreet report, or Credit report	
Proof of Insurability Insurance Provider's Letter, Copy of Current Certificate of Insurance	
* Signature Page RFCSP Section 007.	
Proposal Checklist, RFCSP Attachment K	
* Addenda, if any	
One (1) <b>COMPLETE ELECTRONIC COPY.</b>	

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

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

**RFCSP ATTACHMENT L**  
**SAMPLE TASK LIST FOR LA VILLITA**

Posted as separate documents.

**RFCSP ATTACHMENT M**  
**EVENT TASK FORM**

Posted as separate documents.

**RFCSP ATTACHMENT N**  
**Additional Information for City Facilities**

Posted as separate documents.

**RFCSP ATTACHMENT O**  
**Inspection Form**

Posted as separate documents.