



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

REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)  
RFx NO.: **6100015182 (22-040)**

ANNUAL CONTRACT FOR FLOOR CARE MAINTENANCE SERVICES FOR  
BESD

Date Issued: **MARCH 16, 2022**

PROPOSALS MUST BE RECEIVED **NO LATER THAN:**  
2:00 P.M., CENTRAL TIME, **APRIL 22, 2022**

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

Proposal Bond: N/A      Performance Bond: N/A      Payment Bond: N/A      Other: NO

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NO      DBE / ACDBE Requirements: NO

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

Pre-Proposal Conference: YES

Pre-Proposal Conference: March 25, 2022, at 11:00 a.m. Central Time via Webex:

Meeting Number (access code): 2468 879 7961

Meeting Password: **COSA**

Join by Phone: 1-415-655-0001

Site Visits: Not applicable

Staff Contact Person: Maria Castillo, Procurement Specialist II, Email: [maria.castillo@sanantonio.gov](mailto:maria.castillo@sanantonio.gov)

SBEDA Contact: [sbedadocs@sanantonio.gov](mailto:sbedadocs@sanantonio.gov)

## **RESTRICTIONS ON COMMUNICATIONS**

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 “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 contract 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:

Submission of Electronic Proposals: Submit one (1) **COMPLETE** proposal electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission or affixing it electronically.

Proposals sent to the City by mail, facsimile, or email will NOT be accepted.

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

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

Respondents must sign the Signature Page and return the RFCSP electronically to City. Electronic proposals, Respondent's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes. 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.

Certified Vendor Registration Form: If Respondent has not completed City's Certified Vendor Registration (CVR) Form, Respondent is required to do so prior to the due date for submission of proposals. The CVR form may be accessed at: <http://www.sanantonio.gov/purchasing/>. 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: 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 schedule.

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: CD ROM, Flash Drive, or PDF file.

Respondents may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of City's Purchasing & General Services 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:

Respondents are prohibited from contact 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 contract 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.

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

Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page on or before 10 calendar days prior to the date proposals are due. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail.

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

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the required SBEDA forms. Questions may be sent via e-mail to [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.*

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). The point of contact is SBEDA, who may be reached via telephone at (210) 207-3922 or through e-mail at [sbedadocs@sanantonio.gov](mailto:sbedadocs@sanantonio.gov). Respondents and/or their agents may contact SBEDA at any time prior to the due date for submission of proposals. Contacting the office regarding this RFCSP after the proposal due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Respondents may contact the Vendor Support staff at (210) 207-0118 or by email at [vendors@sanantonio.gov](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. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

Call the Staff Contact Person 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. All proposals are awarded 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.

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

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

### Description of Supplies:

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

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

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

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

### Estimated Quantities for Annual Contracts:

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

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 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 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 (10) 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 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, may 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:** Proposals will be opened publicly, and the names of the respondents read aloud at 2:30 PM CT on April 22, 2022. Proposal openings are held via teleconference:

Join by phone: 1-415-655-0001

Meeting number (access code): 177 587 8554

Password: COSA

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

Evaluation and Award of Contract:

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

City reserves the right to make an award 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. Vendor must have the Purchase Order before making any delivery.

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 the City Purchasing Administrator 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 thirty (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 ten (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 Sections 2-42 and 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a “prohibited financial interest” in a contract with the City or in the sale to the 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 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
- an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

By submitting a proposal, Respondent warrants and certifies, and a contract awarded pursuant to the RFCSP is made in reliance thereon, that one of the above listed individuals is a party to this contract.

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 Office of 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 Office of 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. Mail to:

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

Do not include these original forms with your sealed proposal. The Purchasing Division will not deliver the forms to the Office of 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 to the respective section designated for this information. PLACING PROGRAM PARTICIPATION OR PRICE/SBEDA 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.**

Submission of Proposals: Respondents shall

Submit electronically through City's portal, scan and upload these documents with your proposal. Each of the items listed below must be uploaded as a separate attachment, labeled with the heading indicated below.

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 as Attachment C. The Contracts Disclosure Form may be downloaded at:

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

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

1. 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) SUPPLIER/SUBCONTRACTOR UTILIZATION PLAN:** Complete, sign and submit the SBEDA Supplier/Subcontractor Utilization Plan found in this RFCSP as Attachment E.

**\*VETERAN-OWNED SMALL BUSINESS (VOSB) PREFERENCE PROGRAM TRACKING FORM:** Complete, sign, and submit VOSB Identification Form found in this RFCSP as Attachment F.

**CERTIFICATE OF INTERESTED PARTIES FORM:** Complete and submit the 1295 Form, found in this RFCSP as Attachment G. 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 as Attachment G. 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 other credit report, on Respondent and its partners, affiliates and subcontractors, 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.

ADDENDA: Sign and submit addenda, if any.

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

\*CJIS SECURITY ADDENDUM. Complete and submit the CJIS Security Addendum found in this RFCSP as Attachment I.

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 Proposals received in response to this RFCSP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFCSP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected respondent is subject to the action of the City of San Antonio City Council by adoption of an Ordinance.

**Evaluation Criteria Points:**

- A. Experience, Background, Qualifications (45 points)**
- B. Proposed Plan (35 points)**
- C. Pricing (20 points)**

## 004 - SPECIFICATIONS / SCOPE OF SERVICES

### 4.0 GENERAL REQUIREMENTS:

Only products and materials that are supplied by, and are compatible with, Care Guard Coatings and those pre-tested for quality assurance shall be used for this solicitation. Respondent shall ensure that application and maintenance services are provided by a technician that is certified by Care Guard Coatings and has a minimum of three (3) years field experience. Respondent must submit, with proposal submission, the manufacturer's letter certifying that contractor is authorized to provide the services required under this RFCSP.

### COVID-19 Screening for City Facilities:

Once screening has begun, screeners will verbally ask the person to answer only **yes or no** to whether they are experiencing any COVID symptoms before entering the facility. The symptoms will be listed on a "COVID-19 Symptom Screening Sheet" in both English and Spanish. Screeners will also (1) look for visible signs of symptoms; and (2) take the temperature of the person. Anyone who answers yes to any of the questions, shows visible signs of symptoms, or has a temperature greater than or equal to 99.6 degrees, **will not be allowed into building**.

### 4.1 CITY DESIGNATED DEPARTMENTAL REPRESENTATIVE (CDDR):

4.1.1 The work in this RFCSP shall be performed while the facilities are occupied or unoccupied; therefore, the Vendor shall provide the services in a manner which does not impact or interfere with occupants' daily responsibilities and must be coordinated with the City Designated Departmental Representative (CDDR) to ensure the least amount of disruption.

4.1.2 Respondent shall make prior arrangements with the CDDR for access to the buildings(s) for performance of the services and obtain temporary access badges before the project work begins.

### 4.2 ITEM DESCRIPTIONS, CITY LOCATIONS AND ADDITIONAL REQUIREMENTS:

4.2.1 Respondent shall provide the necessary labor, supervision, transportation, tools, equipment, materials, methods of communication, and supplies necessary for the floor treatment/re-finishing as required by the scope of this RFCSP and as recommended by the manufacturer. Ceramic or VCT floor tile and grout replacement services are not included in this solicitation.

4.2.2 Floor care maintenance services with Care Guard Coatings are required for Ceramic Tile and Vinyl Commercial Tile (VCT) surfaces.

4.2.3 Respondent shall provide floor care maintenance services in City-owned buildings and leased facilities.

4.2.4 Material specifications shall be provided in accordance with **Exhibits 2 and 3** attached to this RFCSP.

4.2.5 Respondent shall provide to CDDR, a schedule and timeline for each work project request by City. Timeline shall include the start and end dates for the removal of the existing flooring material/coating, the floor preparation work, application of the new flooring material/coating and cleanup as described in the RFCSP and as recommended by the manufacturer. Additional required information shall include any material delivery dates and the date and approximate time that flooring will be available for foot traffic by building occupants. Quotes shall be provided to the CDDR within three (3) business days from the date they are requested.

4.2.6 Respondent shall provide to CDDR a point of contact for each project. Information shall include cell phone number, work number, and email address.

4.2.7 The period of performance shall include allowance for mobilization, holidays, weekends, normal inclement weather, and cleanup; therefore, claims for delay based upon said elements shall not be allowed.

4.2.8 Mileage and travel time to and from the job site shall NOT be reimbursable under this contract.

4.2.9 Normal Working Hours: the work shall be conducted during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time) exclusive of City recognized holidays, which may be found on the City's website at <https://www.sanantonio.gov/gpa/holidaysandclosures> .

4.2.10 Overtime Work Hours: Overtime Work Hours are defined as Monday through Friday 5:01 p.m. to 7:59 a.m., all day on weekends and on City recognized holidays.

4.2.11 CDDR may authorize work to be performed on days or times other than Normal Working Hours or Overtime Working Hours: however, Respondent understands that the total price for all goods, material, and labor services as shown on Attachment B - Price Schedule, remain in effect. No additional fees or expenses incurred by Respondent shall be charged to the City of San Antonio nor be payable by the City.

4.2.12 Respondent shall furnish all associated materials and equipment necessary for the application of all flooring/re-finishing materials as required by the RFCSP and as recommended by the manufacturer.

- 4.2.13 Respondent shall furnish required miscellaneous services to provide floor treatment including, but not limited to the following; grout colorant, water-based urethane floor sealer and finish top coating, sealer and finishing stripper, and other required items. Respondent shall clean the floor per the manufacturer's floor treatment requirements and apply the floor treatment per manufacturer's requirements and the requirements contained herein.
- 4.2.14 Floor sealer will remain clear and the sheen will be selected by the CDDR.
- 4.2.15 Respondent shall make any necessary preparations for the proper application of new floor applications and coatings according to manufacturer's recommendations and specifications.
- 4.2.16 Respondent shall apply the new floor finish in accordance with **Exhibits 2 and 3** attached to this RFCSP.
- 4.2.17 Respondent shall ensure compliance with all other requirements in this RFCSP for proper execution and completion of work.
- 4.2.18 Respondent shall remove all previously applied coatings, finishes and/or sealers using chemical and mechanical stripping procedures.
- 4.2.19 If surface is found to be faulty or damaged, the Respondent shall notify CDDR immediately to allow for correction prior to coloring, grout replacement, and coating. In some cases, damage can be corrected as a result of the flooring and coating process.
- 4.2.20 Wet mop or pump spray solution Care Guard Grout prep or City approved equal onto surface and allow it to dwell for fifteen (15) minutes or as recommended by manufacturer. After fifteen (15) minutes, orbital scrubber and steam the floor to clean and prepare grout for coloring. Use a "doodle bug" or similar device for the edges, corners, and baseboards.
- 4.2.21 For luxury vinyl, linoleum, or sheet vinyl with no acrylic finish, every square inch of the flooring must be scrubbed thoroughly with a Care Guard Coatings supplied Maroon Very Fine Conditioning Pad or City approved equal at no more than 1,000 square foot per hour and no more than 200 square foot per pad (100 square foot per side).
- 4.2.22 If high alkaline stripper solution is used, Respondent must neutralize floor to a neutral pH level with a solution of citric acid and water.
- 4.2.23 Respondent shall extract the loosened slurry from the floor with a wet vacuum or high-pressure hooded spinner And ensure the flooring surfaces to be coated are free of equipment and/or construction debris.
- 4.2.24 Respondent shall rinse thoroughly to remove any residue and test the pH level of the floor to ensure the surface is neutral with an aim of pH of 8-9 in the grout lines. If not, Respondent shall repeat the previous step.
- 4.2.25 Respondent shall allow floor to dry, using fans and dehumidifiers to speed up the process.
- 4.2.26 Grout colorants and Coatings shall be applied in a temperature-controlled environment at an optimal temperature of 65-75 degrees F. The air shall be as dry as possible for optimal drying/curing time. High humidity can potentially slow down the curing process and decrease the final gloss and sheen of the finished product.
- 4.2.27 Respondent shall perform a final cleaning of the floor prior to coating using a damp microfiber flat mop following the procedures and guidelines that are outlined by the manufacturer. Proper and approved tools and applicators shall be used to effectively apply the colorant, sealer and top coating. Coatings shall be applied at the approved thickness for effective coverage according to manufacturer's instructions.
- 4.2.28 Product substitutions may be accepted for review by the CDDR. If data provided by the Respondent is deemed inadequate to make a determination as to the equality of the proposed substitute, or requires additional research by the CDDR, it will be rejected. Approval by the CDDR shall not relieve the Respondent from responsibility for any errors or omissions, nor from responsibility for complying with the requirements of this contract, except with respect to product variations described and approved by the CDDR.

**4.3 DELIVERY OF SERVICES - CONTRACTOR SHALL:**

- 4.3.1 Perform an examination of the flooring surface by a trained, certified Contractor prior to commencement of the project.
- 4.3.2 Pre-plan the removal and application to incorporate an appropriate exit strategy.
- 4.3.3 The certified Respondent shall protect the work of others and shall protect other surfaces from damage while on City property or facilities leased by City.
- 4.3.4 The certified Respondent shall apply signs and shall lock or tape off doorways to prevent early access by other building occupants.

**4.4 DEFINITIONS:**

For the purpose of this RFCSP, the following definitions shall apply:

- 4.4.1 **BESD:** Building and Equipment Services Department.
- 4.4.2 **City Designated Departmental Representative (CDDR):** The facilities maintenance manager or coordinator for each Department. For this RFCSP, the CDDR is Luis Rivas at (210) 207-5643.
- 4.4.3 **Holidays:** Holidays are defined as City recognized holidays as published on the City's web site at [www.sanantonio.gov](http://www.sanantonio.gov).
- 4.4.4 **ID Badges:** Identification badges.
- 4.4.5 **Materials** Includes all material and goods to be used to perform the requirements in this RFCSP.

**4.5 REFERENCES:**

The publications listed below form a part of this scope of work to the extent referenced. The publications are referred to within the text by the basic designation only. Use the most recent publication. Compliance with the most recent publications in effect is required unless otherwise indicated.

ASTM INTERNATIONAL (ASTM)	
ASTM D 92	Standard Test Methods for Flash and Fire Points by Cleveland Open Cup Tester
ASTM D 523	Standard Test Methods for Specular Gloss
ASTM D 1640	Standard Test Method Drying, Curing, or Film Formation of Organic Coatings at Room Temperature
ASTM D 1792	Standard Test Methods for Long-Term Removability Properties of Emulsion Floor Polishes
ASTM D 1793	Standard Test Method for Water Spotting of Emulsion Floor Polished
ASTM D 2486	Standard Test Methods for Scrub Resistance of Wall Paints
ASTM D 2047	Standard Test Method for Static Coefficient of Friction of Polish Coated Surfaces as Measured by James Machine
ASTM D 2243	Standard Test Method for Freeze-Thaw Resistance of Water-Borne Coatings
ASTM D 2697	Standard Test Method for Volume Nonvolatile Matter in Clear or Pigmented Coatings
ASTM D 2794	Standard Test Method for Resistance of Organic Coatings to the Effect of Rapid Deformation
ASTM D 3153	Standard Test Method for Recoatability of Water Emulsion Floor Polished
ASTM D 3207	Standard Test Method for Detergent Resistance of Floor Polish Films
ASTM D 3359	Standard Test Method for Measuring Adhesion by Tape Test
ASTM D 3363	Standard Test Method for Film Hardness by Pencil Test
ASTM D 4060	Standard Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser
ASTM D 4752	Standard Practice for Measuring MEK Resistance of Ethyl Silicate (Inorganic) Zinc-Rich Primers by Solvent Rub
ASTM D 5201	Standard Practice for Calculating Formulation Physical Constants of Paints and Coatings
ASTM D 5895	Standard Test Method for Evaluating Drying or Curing During Film Formation of Organic Coatings Using Mechanical Recorders

**4.6 MATERIAL:**

- 4.6.1 Materials provided shall be in current production, as offered to commercial trades, and shall be of top quality. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MATERIALS ARE NOT ACCEPTABLE.
- 4.6.2 Any materials or parts used in complying with the contract are to be equal to or better than original materials parts and meet the manufacturers' requirements.
- 4.6.3 Specified materials and materials shall be standard products of a manufacturer regularly engaged in the manufacture of such products. Specified materials shall essentially duplicate materials that has performed satisfactorily at least two (2) years prior to the start of work in this RFCSP. Standard products shall have been in satisfactory commercial or industrial use for two (2) years prior to the start of work in this RFCSP. The 2-year use shall include applications of equipment and materials under similar circumstances and for projects of similar size. The product shall have been for sale on the commercial market through advertisements, manufacturers' catalogs, or brochures during the 2-year period.

- 4.6.4 Materials will be delivered to the job site by the contractor and the quantity shall be sufficient to complete the daily contract requirement.
- 4.6.5 Materials must be stored in a cool, dry environment away from fluctuating heat sources and should be kept at a temperature within the range of 55 degrees to 75 degrees F. Respondent must not allow product to freeze. If product is susceptible to heat, it must be cooled as soon as possible.
- 4.6.6 Respondent must keep containers upright and unopened prior to first use.
- 4.6.7 Materials shall be in compliance with the most recent reference publication in effect unless otherwise indicated in the RFCSP. The publications listed in **Exhibit 2** are part of this scope of work to the extent referenced and referred to within the text by the basic designation only.

**4.7 RESPONDENT GENERAL REQUIREMENTS - RESPONDENT SHALL:**

- 4.7.1 Ensure Respondent personnel are in compliance with the service requirements of this solicitation. Failure to comply with City service requirements may result in the cancellation of the purchase order.
- 4.7.2 Respondent shall be responsible for the conduct and performance of the Respondent's employees including any subcontractors while on City property or facilities leased by City.
- 4.7.3 At a minimum, Respondent staff shall include but is not limited to; one (1) supervisor and one (1) service representative or service technician. Respondent and contractor's staff shall meet and follow all City security standards.
- 4.7.4 Be responsible for complying with all Federal, State, County, and City laws, codes, and ordinances applicable TO the performance of any work resulting from this RFCSP. Ignorance on the part of the Contractor will in no way relieve the Contractor from responsibility.
- 4.7.5 Perform all work safely and follow required safety standards to include but not be limited to OSHA and Federal, State, and City codes. In accordance with this requirement, Respondent shall:
  - 4.7.5.1 Provide all necessary safety barriers at the job site(s) during the execution of work to alert building occupants of potential hazards.
  - 4.7.5.2 Be responsible for providing all necessary traffic control, such as street blockages, traffic cones, and flagmen, as required for each job. Proposed traffic control methods must be submitted to the City for approval prior to the commencement of work.
  - 4.7.5.3 Respondent shall provide all necessary signage and tape off doorways or areas to prevent building occupants or other patrons from access to flooring while work is being performed or, as needed, after work is complete to allow any time for floor setting. Respondent shall coordinate with CDDR once foot traffic is allowed to resume.
  - 4.7.5.4 It shall be the Respondent's responsibility for storage of any material and the City will not be responsible for loss or damage to material, tools, equipment, or work arising from acts of theft, vandalism, malicious mischief or other causes.
- 4.7.6 **Awarded Respondent is encouraged to visit the service locations to become familiar with the amount of labor, materials, and equipment that will be required in the performance of the work under this contract PRIOR to any work performed. Respondent shall carefully examine these specifications and, if necessary, secure from the City any additional information that may be a requisite to a clear and full understanding of the work.**
- 4.7.7 Respondent shall be responsible for obtaining all required permits applicable to performance of this solicitation. Respondents shall include all such costs within its pricing bid, Attachment B – Price Schedule. Respondent is also to ensure any work requiring a separate license is performed under the applicable license as required under local or state law.
- 4.7.8 Ensure all equipment and tools are well maintained, calibrated and in proper working order before use in the performance of services under this contract.

- 4.7.9 Protect furnishings and other items with tarps, plastic sheeting or other methods as required and prior to commencing work.
- 4.7.10 Respondent shall at all times, keep the site, including storage areas, free from accumulations of waste materials. Before completing the work, Respondent must remove from the premises all rubbish, Respondent owned tools, scaffolding, equipment, and materials. Upon completing the work, Respondent must leave the site in a clean and orderly condition satisfactory to City. Final cleanup is part of the work, and Respondent is responsible for all refuse disposal containers and their removal from the site.
  - 4.7.10.1 No debris shall be dumped and left about the building or surrounding areas.
  - 4.7.10.2 Respondent shall not use City waste disposal containers.
- 4.7.11 Respondent shall properly dispose of all debris, old materials, and trash resulting from the specified work in an approved landfill. Respondent shall be responsible for the disposal of all waste to include universal and hazardous materials resulting from the work. Handling and transporting of all waste materials shall be performed in accordance with safety and environmental regulations. Respondent shall meet all Federal, State, and Local regulations for the disposal of the waste.
- 4.7.12 Respondent must confine its operations (including storage of materials) to areas authorized or approved by the City.
- 4.7.13 Respondent shall take all necessary precautions to ensure that no damage shall result from operations to private or public property. All damages must be reported and repaired or replaced by Respondent at no cost to City.
- 4.7.14 Respondent shall hold all proper and current licenses and bonds.
- 4.7.15 Respondent shall ensure materials and workmanship are those recommended by the manufacturer of the equipment/materials, professional trade standards, and applicable codes and standards.
- 4.7.16 Respondent must furnish manufacturer's floor care requirements to CDDR once project is complete.

**4.8 QUALITY ASSURANCE AND CONTROL:**

- 4.8.1 Respondent shall ensure that quality standards are met during and after the floor installation or application process.
- 4.8.2 For Care Guard Coatings, when required, Respondent shall use only products shipped directly from Care Guard Coatings or an approved distributor shall be used for floor coating applications.
- 4.8.3 As approved by CDDR, alternative stripper chemicals for preparation may be used if unavailable from Care Guard Coatings or if additional quantity is needed and time does not allow for shipping.
- 4.8.4 Respondent shall provide a quality control analysis and a Care Guard Coatings recommended quality control analysis.
- 4.8.5 The Certified Respondent shall ensure that quality standards are met during and after the application process.

**4.9 PROOF OF LICENSING AND CAPABILITY:**

- 4.9.1 Respondent shall submit, upon request of the City of San Antonio, for evaluation purposes: a list of service contracts within the last 12 months and/or current contracts, and list other names under which the organization has performed business within the last three years.
- 4.9.2 Respondent shall furnish, upon request of the City of San Antonio, evidence satisfactory to the City of San Antonio specifically stating that the management of the firm has satisfactorily performed the type of work required herein.



- 4.9.3 Respondent shall submit evidence that the contractor's staff are certified and/or trained installers by the manufacturer for application of floor coatings, preparation, and treatment. The City will accept a certification letter from manufacturer.
- 4.9.4 Respondent shall ensure that installation is provided by a technician that is certified by Care Guard Coatings and has a minimum of three (3) years field experience, when required.

**4.10 DELIVERY OF SERVICES FOR FLOOR COATINGS (WHEN REQUIRED):**

- 4.10.1 Remove all previously applied coatings, finishes and/or sealers using chemical and mechanical stripping procedures.
- 4.10.2 Certified Respondent shall properly clean up any and all spills or mess associated with applying floor coating.
- 4.10.3 Certified Respondent shall apply "Wet Floor" signs and shall lock and/or tape off doorways to prevent early access from other and/or building occupants.
- 4.10.4 Preferably, no finish, sealer or coating shall be applied to the flooring surfaces prior to the scheduled Care Guard process.
- 4.10.5 The Respondent shall not allow foot traffic for a full 24 hours or longer if required.

**4.11 SUBMITTALS - CONTRACTOR SHALL SUBMIT THE FOLLOWING:**

- 4.11.1 Manufacturer's letter certifying that the contractor is authorized to provide the services required under RFCSP.
- 4.11.2 Product Data: For each type of product indicated or to be used under RFCSP. The product data shall include a Manufacturers' printed statement of VOC content.
- 4.11.3 Samples for Verification as requested by the CDDR.
- 4.11.4 Samples of Care Guard Coatings, as requested by City, for verification of the appearance on the desired and/or specified flooring materials; Contractor shall provide to CDDR prior to application, if requested.
- 4.11.5 Respondent shall provide a proof of final inspection signed by CDDR as soon as work is completed.
- 4.11.6 The Respondent shall provide warranty documents to the CDDR within five (5) calendar days after completion of the work.
- 4.11.7 The Respondent shall provide routine cleaning procedures to CDDR after completion of the work.
- 4.11.8 All work shall be coordinated with the CDDR or designee to ensure building access and the least amount of disruption to the building occupants.

**4.12 BUILDING RESTRICTIONS:**

- 4.12.1 ACCESS: Respondent shall make prior arrangements with the CDDR or designee for access to the building(s) for performance of the service and obtain temporary access badges, if necessary.
- 4.12.2 IDENTIFICATION. Respondent and/or subcontractors' personnel shall present a professional appearance and be readily identifiable to City staff when called out, to perform work under this contract. Respondent shall have the following:
  - 4.12.2.1 Vehicle(s) with Respondent's Logo
  - 4.12.2.2 Respondent Uniforms or Company Logo Apparel. Respondent's personnel shall present a neat appearance and be easily recognizable as a contractor employee. This shall be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate badges which contain the company's name and employee's name. Respondent's uniforms shall be clean, unstained, well-fitting, and in good order. Shoes shall be sturdy construction and shall cover the foot

to meet any required sanitation and safety requirements. Open-toed shoes, sneakers, sandals, and hells higher than two inches shall not be worn.

4.12.2.3 ID Badges: Respondent shall ensure its employees and subcontractors performing work under this contract wear ID Badges at all times while performing work under this contract. Badge content must be approved by City. As a minimum, badges will contain name of Respondent and name of contractor performing the work (if different).

4.12.3 PARKING: The Respondent shall make arrangements with the designated City representative prior to off-loading materials, tools and equipment at the job site. The contractor shall park only in spaces assigned by the designated City representative.

4.12.4 Respondent shall park only in designated parking spaces when performing RFCSP services at any location. The Respondent shall park vehicle and equipment legally and pay all associated costs for parking if applicable. The City will not be responsible for any violations, fines, or tickets incurred by the Respondent. Respondent is responsible for any associated costs for parking if applicable.

4.12.5 RESTROOMS: Restrooms shall not be used for washing of tools and equipment.

4.12.6 SECURITY: Respondent shall provide a list of all Respondent personnel or subcontractors at each job site and comply with all security measures required by the City. Respondent personnel shall follow all required security standards and procedures to gain access to the facilities.

#### **4.13 CRIMINAL BACKGROUND CHECKS:**

4.13.1 Respondent is responsible for assessing risk and maintaining effective background check policy and procedures for all employees, staff and subcontractors responsible for performing services under this contract. Respondent shall retain all employee records, including any criminal background checks, for the retention period stated in section 006-General Terms and Conditions.

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

4.13.3 Respondent is responsible for any costs incurred in conducting criminal background checks.

4.13.4 Criminal Justice Information Services (CJIS): Respondent will be providing services under this contract for facilities with access to CJIS. Persons with any of the criminal histories shown below are not allowed unescorted access to City Facilities. Since City staff may not be available to provide escorted access, Respondent's employees providing services to CJIS facilities must pass this criminal background check to provide services in these locations.

4.13.4.1 Felony conviction – permanent disqualifier

4.13.4.2 Felony deferred adjudication – permanent disqualifier

4.13.4.3 Class A misdemeanor conviction – permanent disqualifier

4.13.4.4 Class A misdemeanor deferred adjudication – permanent disqualifier

4.13.4.5 Class B misdemeanor conviction – disqualifier for ten (10) years

4.13.4.6 Class B misdemeanor deferred adjudication – disqualifier for ten (10) years

4.13.4.7 Open arrest for any criminal offense (felony or misdemeanor) – disqualifier until disposition

4.13.4.8 Family violence conviction – permanent disqualifier

4.13.4.9 CJIS Facilities within this contract are: Police Substations, SAPD Evidence & Property facility, SAPD Heliport, and Police Training Academy.

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

4.13.6 Respondent shall ensure Respondent's employees make an appearance at the ID Unit at SAPD/FIRE Headquarters located at 315 S. Santa Rosa, San Antonio, Texas to fill out and submit a Fingerprint application Form to initiate a background check. Respondent shall ensure Respondent's employees pass a criminal background check and complete CJIS Level 1 Training prior to starting work at CJIS Facilities under this contract.

**4.14 WARRANTY:**

4.14.1 Respondent shall warrant that work performed conforms to the RFCSP requirements and is free of any defect in equipment, material, or workmanship performed by Respondent or any of its subcontractors or suppliers at any tier. All work provided by Respondent shall be warranted for a minimum period of one (1) year from the date of final acceptance of the work.

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

4.14.3 **MATERIAL WARRANTY:** Materials provided shall be in current production, as offered to commercial trade, and shall be of quality material. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MATERIALS ARE NOT ACCEPTABLE. Materials shall be warranted against material defects and defects in workmanship for a period of not less than one (1) year and shall cover 100 percent parts, labor and shipping. The warranty period shall commence upon date of acceptance by the City. If the manufacturer's standard warranty period exceeds one (1) year, then the warranty period hereunder shall be the length of the manufacturer's warranty. Respondent shall be ultimately responsible for the warranty.

4.14.4 All work performed by Respondent under the terms of this contract shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall have the right to terminate this Contract, in accordance with Section 006 – Termination. However, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work in accordance with the Texas Prompt Payment Act, even should City elect not to terminate.

**4.15 UNSATISFACTORY PERFORMANCE:**

Unsatisfactory performance may result in a negative vendor performance report. COSA may consider the following performance by the vendor as unsatisfactory performance. An unsatisfactory performance determination includes, but is not limited to:

4.15.1 "Call-back" to correct work previously performed by Respondent, not performed to CDDR's satisfaction.

4.15.2 Respondent personnel assigned not having the skill or knowledge to diagnose the problem or perform the work or both.

4.15.3 Respondent not providing submittals as required by the RFCSP.

4.15.4 Respondent not completing the work as required by the RFCSP and the timeline provided.

**4.16 MATERIAL PERFORMANCE REQUIREMENTS FOR FLOOR COATING (WHEN REQUIRED):**

4.16.1 **Only products and materials that are supplied by and are compatible with Care Guard Coatings Contractor Kit 8 Hour Cure #10201 and those pre-tested for quality assurance will be used by certified application contractors.**

4.16.2 **Only products supplied and/or approved by Care Guard Coatings or City approved equal will be used for the grout coloring and coating applications.**

4.16.3 **Named Products or Brand Names:** Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents. Brand Names are specified in several places throughout the specifications. The use of specific "names" is intended only to define type, quality, size, and other salient features required.

Therefore, all brand name items listed are to be interpreted as "or approved equal" unless specifically noted otherwise.

4.16.4 Product substitutions may be accepted for review, and potential acceptance, by the CDDR. If data provided by the Respondent is deemed inadequate to make a determination as to the equality of the proposed substitute, or requires additional research by the CDDR, it will be rejected. Approval by the CDDR shall not relieve the Respondent from responsibility for any errors or omissions, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved by the CDDR.

4.16.5 The material for this scope of work shall meet or exceed the following requirements:

<b>Criteria for Sealer</b>		
<b>Description</b>	<b>Properties</b>	<b>Desired Results</b>
Color	Dried Film	Clear
Resin Type	Water Based Urethane	Greater than 120 – deg. F
VOC Content	High Gloss	0
	Fast Dry Gloss	<5g/l
	Matte	0
Gloss Retention @ 60 angle	High Gloss	90
	Fast Dry	83
	Matte	20
WFT	Thickness	2-3 mils
Coverage Rate	Coverage	325-600 sq-ft per gal

<b>Criteria for Urethane</b>		
<b>Physical Properties</b>	<b>Test Methods/Devices Used</b>	<b>Desired Results</b>
Flash Point	ASTM D 92	Greater than 120 – deg. F
Volume, Solids:	ASTM D 2697	65% plus or minus 7%, catalyzed and reduced.
Freeze Thaw Stability	ASTM D 2243	3 cycles, no change
VOC Content	ASTM D 5201	Not more than 10 g/L
Full Cure	ASTM D 5895	72 Hours @ 70F, 50% RH
Recoat	ASTM D 1640	8 hours @ 70F, 50% RH
Hardness	ASTM D 3363	Pencil Hardness 6H
<b>Performance Properties</b>		
Adhesion	ASTM D 3359	Average results, 5B, 0% removed
Abrasion Resistance	ASTM D 4060	CS-17 Wheel, 45 mg loss at 1000 cycles
Hardness	ASTM D 3363	Gouge, F, Scratch, 2B
Maintenance	ASTM D 2486	Excellent Rating
Scrub Resistance	ASTM D 2486	Excellent Rating
Chemical/Stain Resistance	ASTM D 3207	Excellent
Solvent Resistance	ASTM D 4752	> 1500 double rubs
Impact Strength	ASTMD 2794	160 in. lbs
Water Resistance	ASTM D 1793	No Effect
Recoatability	ASTM D 3153	Very Good
Slip Resistance SCOF Dry	ASTM D 2047	Friction of 0.6 or more for dry surface
Slip Resistance DCOF Wet		Friction of 0.6 or more for wet surface
Gloss	ASTM D 523	85 to 95 @ 60 degrees
Removal	ASTM D 1792	The dry film must be completely removed after 75 cycles

**EXHIBIT 1**

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

**(POSTED AS A SEPARATE DOCUMENT)**

## EXHIBIT 2

### TREATMENT/RE-FINISHING MATERIAL SPECIFICATIONS

The publications listed below form a part of this scope of work to the extent referenced. The publications are referred to within the text by the basic designation only. Use the most recent publication. Compliance with the most recent publications in effect is required unless otherwise indicated.

ASTM INTERNATIONAL (ASTM)	
ASTM D 92	Standard Test Methods for Flash and Fire Points by Cleveland Open Cup Tester
ASTM D 523	Standard Test Methods for Specular Gloss
ASTM D 1640	Standard Test Method Drying, Curing, or Film Formation of Organic Coatings at Room Temperature
ASTM D 1792	Standard Test Methods for Long-Term Removability Properties of Emulsion Floor Polishes
ASTM D 1793	Standard Test Method for Water Spotting of Emulsion Floor Polished
ASTM D 2486	Standard Test Methods for Scrub Resistance of Wall Paints
ASTM D 2047	Standard Test Method for Static Coefficient of Friction of Polish Coated Surfaces as Measured by James Machine
ASTM D 2243	Standard Test Method for Freeze-Thaw Resistance of Water-Borne Coatings
ASTM D 2697	Standard Test Method for Volume Nonvolatile Matter in Clear or Pigmented Coatings
ASTM D 2794	Standard Test Method for Resistance of Organic Coatings to the Effect of Rapid Deformation
ASTM D 3153	Standard Test Method for Recoatability of Water Emulsion Floor Polished
ASTM D 3207	Standard Test Method for Detergent Resistance of Floor Polish Films
ASTM D 3359	Standard Test Method for Measuring Adhesion by Tape Test
ASTM D 3363	Standard Test Method for Film Hardness by Pencil Test
ASTM D 4060	Standard Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser
ASTM D 4752	Standard Practice for Measuring MEK Resistance of Ethyl Silicate (Inorganic) Zinc-Rich Primers by Solvent Rub
ASTM D 5201	Standard Practice for Calculating Formulation Physical Constants of Paints and Coatings
ASTM D 5895	Standard Test Method for Evaluating Drying or Curing During Film Formation of Organic Coatings Using Mechanical Recorders

The material for this scope of work shall meet or exceed the following requirements

	Test Methods/Devices Used	Desired Results
<b>Physical Properties</b>		
Flash Point	ASTM D 92	Greater than 120 – deg. F
Volume, Solids:	ASTM D 2697	65% plus or minus 7%, catalyzed and reduced.
Freeze Thaw Stability	ASTM D 2243	3 cycles, no change
VOC Content	ASTM D 5201	Not more than 10 g/L
Full Cure	ASTM D 5895	72 Hours @ 70F, 50% RH
Recoat	ASTM D 1640	8 hours @ 70F, 50% RH
Hardness	ASTM D 3363	Pencil Hardness 6H
<b>Performance Properties</b>		
Adhesion	ASTM D 3359	Average results, 5B, 0% removed
Abrasion Resistance	ASTM D 4060	CS-17 Wheel, 45 mg loss at 1000 cycles
Hardness	ASTM D 3363	Gouge, F, Scratch, 2B
Maintenance	ASTM D 2486	Excellent Rating
Scrub Resistance	ASTM D 2486	Excellent Rating
Chemical/Stain Resistance	ASTM D 3207	Excellent
Solvent Resistance	ASTM D 4752	> 1500 double rubs
Impact Strength	ASTMD 2794	160 in. lbs
Water Resistance	ASTM D 1793	No Effect
Recoatability	ASTM D 3153	Very Good
Slip Resistance SCOF Dry	ASTM D 2047	Friction of 0.6 or more for dry surface
Slip Resistance DCOF Wet		Friction of 0.6 or more for wet surface
Gloss	ASTM D 523	85 to 95 @ 60 degrees
Removal	ASTM D 1792	The dry film must be completely removed after 75 cycles

### EXHIBIT 3 PUBLICATION REFERENCES

<b>ASTM INTERNATIONAL (ASTM)</b>	
ASTM D 4078	Water Emulsion Floor Polish
ASTM D 5603	Rubber Compounding Materials - Recycled Vulcanizate Particulate Rubber
ASTM D 3389	Standard Method for Coated Fabrics Abrasion Resistance (Rotary Platform, Double-Head Abrader)
ASTM E 2129	Standard Practice for Data Collection for Sustainability Assessment of Building Products
ASTM E 648	Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source
ASTM E 662	Standard Test Method for Specific optical Density of Smoke Generated by Solid Materials
ASTM F 137	Standard Test Method for Flexibility of Resilient Flooring Materials with Cylindrical Mandrel Apparatus
ASTM F 386	Standard Test Method for Thickness of Resilient Flooring Materials Having Flat Surfaces
ASTM F 410	Standard Test Method for Wear Layer Thickness of Resilient Floor Coverings by Optical Measurement
ASTM F 710	Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring
ASTN F 925	Standard Test Method for Resistance to Chemicals of Resilient Flooring
ASTM F 970	Standard Test Method for Static Load Limit
ASTM F1066	Standard Specification for Vinyl Composition Floor Tile
ASTM F 1265	Standard Test Method for Resistance to Impact for Resilient Floor Tile
ASTM F1303	Sheet Vinyl Floor Covering with Backing
ASTM F 1304	Standard Test Method for Deflection of Resilient Floor Tile
ASTM F 1344	Rubber Floor Tile
ASTM F 1482	Installation and Preparation of Panel Type Underlayments to Receive Resilient Flooring
ASTM F 1514	Standard Test Method for Measuring Heat Stability of Resilient Flooring by Color Change
ASTM F 1515	Standard Test Method for Measuring Light Stability of Resilient Flooring by Color Change
ASTM F 1700	Solid Vinyl Floor Tile
ASTM F 1859	Rubber Sheet Floor Covering Without Backing
ASTM F 1860	Rubber Sheet Floor Covering With Backing
ASTM F 1861	Resilient Wall Base
ASTM F1869	Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride
ASTM F1913	Vinyl Sheet Floor Covering Without Backing
ASTM F 1914	Standard Test Methods for Short-Term Indentation & Residual Indentation of Resilient Floor Covering
ASTM F 2034	Sheet Linoleum Floor Covering
ASTM F 2169	Resilient Stair Treads
ASTM F 2170	Determining Relative Humidity in Concrete Floor Slabs in situ Probes
ASTM F 2195	Linoleum Floor Tile
ASTM F 2199	Standard Test Method for Determining Dimensional Stability of Resilient Floor Tile after Exposure to Heat
<b>EUROPEAN STANDARD</b>	
EN 433	Determination of Residual Indentation after Static Loading
EN 669	Determination of the Dimensional Changes of Tiles Caused by Atmospheric Humidity Changes
EN 670	Identification and Com
<b>U.S. GREEN BUILDING COUNCIL (USGBC)</b>	
LEED NC	Leadership in Energy and Environmental Design(tm) New Construction Rating System
<b>INTERNATIONAL ORGANIZATION FOR STANDARDIZATION (ISO)</b>	
ISO 717	Impact Sound Insulation Test
ISO 4918	Resilient, textile and laminate floor covering, Castor chair test
<b>SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (SCAQMD)</b>	
SCAQMD Rule 1168	Adhesive and Sealant Applications
<b>NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)</b>	
NFPA 253	Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source

## 005 - SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term:

This contract shall begin upon the effective date of the ordinance awarding the contract or September 1, 2022, whichever is later. This contract shall begin upon the date specified in the award letter, if it does not exceed \$50,000. This contract shall terminate on August 31, 2025.

### 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:

A) Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Finance Department, which shall be clearly labeled "**Annual Contract for Floor Care Maintenance Services for BESD**" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the Finance Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.



C) A Respondent's financial integrity is of interest to the City; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized 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:

<u>TYPE</u>	<u>AMOUNTS</u>
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 to you	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$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.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5. Umbrella or Excess Liability Coverage	\$2,000,000 per occurrence combined Bodily Injury (including death) and Property Damage.

D) Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Respondent herein and provide a certificate of insurance and endorsement that names the Respondent and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Respondent. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Respondent shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Contractor shall pay any costs incurred resulting from provision of said documents.

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

F) Respondent agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, 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 the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.

- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation 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 contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

I) Nothing herein contained shall be construed as limiting in any way 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.

J) It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

L) Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.

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 Supplier/Subcontractor Utilization Plan

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

Attachment G - Certificate of Interested Parties (Form 1295)

Attachment H - Proposal Checklist

Attachment I - Criminal Justice Information Services (CJIS) Addendum

## 006 - GENERAL TERMS & CONDITIONS

Electronic Proposal Equals Original: Vendor's electronically submitted 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 bidders.

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.

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, and quantity of work to be performed, materials, equipment or supplies to be furnished must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended.

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

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

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

## Termination:

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

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

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

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

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

## **INDEMNIFICATION:**

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

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

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

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

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 solicitation, response(s) 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 response, Respondent 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 solicitation, response or contract. City hereby relies on Vendor's certification, and if found to be false, City may reject the response 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.

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), attachments, addendums, 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.**

**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. 6100015182 (22-040)

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

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

\_\_\_\_\_  
Date

## 008 - STANDARD DEFINITIONS

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

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

**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: \_\_\_\_\_

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

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 registered with the Texas Secretary of State?

Yes \_\_\_ No \_\_\_ If "Yes", provide your registered filing number associated with your registration. The filing number is the unique 10-digit number assigned by the Secretary of State (SOS) to each business organization, name, registration, or name reservation filed with the SOS.

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

5. Where is the Respondent's corporate headquarters located (City, State, and Physical Address)?

\_\_\_\_\_

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? 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, similar to those contained within the Scope of this RFCSP, within the past three (3) years.**

The contact person named on the reference letter should be familiar with the day-to-day management of the contract and would be able to provide type, level, and quality of services performed. In addition, please provide the contact information below for the references you have submitted or for additional references.

<b>Reference No. 1</b>		
Firm/Company Name:		
Contact Name:	Title:	
Address:		
City:	State:	Zip Code:
Telephone No:		Fax No:
Date and Description of Service(s) Provided:		
Email Address:		
<b>Reference No. 2</b>		
Firm/Company Name:		
Contact Name:	Title:	
Address:		
City:	State:	Zip Code:
Telephone No:		Fax No:
Date and Description of Service(s) Provided:		
Email Address:		
<b>Reference No. 3</b>		
Firm/Company Name:		
Contact Name:	Title:	
Address:		
City:	State:	Zip Code:
Telephone No:		Fax No:
Date and Description of Service(s) Provided:		
Email Address:		

## 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. **Respondent shall limit information regarding pricing, Small Business Economic Development Advocacy Program (and associated certifications for any joint ventures or sub-contractors), participants.**

1. 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 seven (7) years. Identify associated results or impacts of the project/work performed and provide summary of equivalent projects that were maintained by the vendor.
2. For evaluation purposes, Respondent shall submit a list of service contracts within the last seven (7) years and list any names under which the organization has performed business within the last five (5) years.
3. Describe Respondent's specific experience with public entities, and large municipalities with contracts of similar scope. 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.
4. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
5. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past. Provide detailed information of joint venture's and/or sub-contractors responsibility within the contract.
6. Provide Respondent's technician's manufacture trained certifications for the services as required by the specification/scope of work.
7. Fully describe Respondent's company and experience as it relates to the following:
  - a. History of company (to include number of years/months in business);
  - b. History Services contracts, businesses/organizations, address, phone numbers, points of contact, length of contracts, and which contracts, if any, were terminated for cause or convenience.
8. Provide Respondent's technicians certification to work with chemicals used in this solicitation.
9. Provide Respondent's manufacturers certification as an authorized service provider.
10. Provide Respondent's quality program standards.
11. Additional Information: Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

## ATTACHMENT A, PART THREE

### PROPOSED PLAN

Prepare and submit narrative responses to address the following items.

1. **Mobilization Plan** – Describe how Respondent will meet requirements set forth within this RFCSP upon contract award. Provide information such as staffing, availability of equipment, parts, and other services. Provide an implementation timeline beginning upon notice of award for Respondent to be able to begin work.
  - a. Describe the steps or actions the vendor will take to become familiar with the existing flooring, at the different locations.
  - b. Explain how Respondent is planning to develop the required plans to begin the contract.
2. **Staffing and Organization Plan (Staff who will be servicing the Contract)** – Describe Respondent's Staffing Plan to provide the required services by the specification/scope of work for the Equipment listed in the solicitation.

For each person to be assigned to work under the contract, provide certifications, licenses, experience and education, proof of manufacturer training and areas of responsibility. Include the person(s) who will be assigned primary responsibility for administration of the resulting contract and for supervision of performance of work under the contract, if different. Provide 24/7 telephone numbers and e-mail addresses for this person(s).

Provide a reporting/workflow hierarchy reflecting Respondent's proposed team to perform under the contract. For each position reflected on the organizational chart, provide the following information for individual(s) assigned to each position.

The Staffing and Organization Plan shall address these items:

Provide the number of personnel that are proposed for this contract.

- a. Explain Respondent's staff roles and responsibilities that will be assigned as part of this contract.

Describe Respondent's current capacity to serve the contractual duties of this contract and other contracts as well as the additional capacity that may be required as a result of this annual contract. If additional resources and staff are needed, describe in detail your plan for acquiring these resources.

- a. Describe Respondent's current equipment/materials and resources to perform scope of services.
- b. Quantify and/or list the available equipment/materials and resources to perform scope of services.
- c. Explain how the Respondent is planning to meet the Other Services work as required by the specification/scope of work.
  - i. Describe Respondent's response plan for Responding to service calls. Indicate how Respondent will meet the required minimum response time for each service call. Include information on how Respondent meets (or will meet) the requirement to (establish) maintain an office that allows the required response.
  - ii. Explain how Respondent is planning to meet multiple service calls at the same time.
  - iii. Explain how the Respondent is planning to have sufficient tools and/or materials so these items are not a limiting factor in meeting multiple service calls at once.
- d. If additional resources are needed, describe in detail your plan for acquiring these resources.
  - i. Explain how additional equipment/material and resources that are readily available to perform required services may be obtained.

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

Provide point of contact information.

Respondent's Contact Information: Regular Business-Hours and After-Hours, including weekends, and holidays:

	Point of Contact:	Phone Number:
Regular Hours: Telephone Number:		
Regular Hours: Cell Phone Number:		
Regular Hours: Pager Phone Number:		
Regular Hours: General Manager Phone Number:		
After Hours: Telephone Number:		
After Hours: Cell Phone Number:		
After Hours: Pager Phone Number		
After Hours: General Manager Phone Number:		

Provide an example of your organization plan and the staff that will provide the different services under this contract.

- a. Organizational charts
  - b. Services to be provided by the staff in the organization chart.
3. **Scheduled Maintenance Plan** – Describe Respondent’s proposed plan to conduct operations, including service categories, specific tasks, staff assigned, and schedule of events.
- a. Respondent shall include a copy of the service report for the installation.
  - b. Respondent shall include a copy of the service log for the installation.
  - c. Indicate how Respondent distinguishes minor services from major services.
  - d. Explain Respondent’s plan to develop a scheduled maintenance plan.
    - 1) Provide example of service plan, service reports, service log, life cycle report and other documentation.
  - e. Explain how the Respondent is planning to meet Maintenance documentation requirements.
  - f. Explain how the Respondent is planning to get technical support for services that would require support from manufacturer or other organization.
4. **Quality Control (QC) Program** –Describe Respondent’s current QC Program to include procedures and personnel utilized for quality control, contract performance deficiencies and problem resolution, self-assessment, interaction with City Staff, and control of subcontractors’ performance, if any. Explain how your current procedures meet the needs of your current customers.
- a. Explain how the Respondent is planning to address City Staff performance issues when City Staff has concerns on Contractor employees’ performance.
  - b. Explain how the Respondent is planning plan to use industry standards to meet quality requirements.
  - c. Explain how the Respondent is planning to provide quality documentation that meets the specification/scope of work requirements.
  - d. Explain how the Respondent is planning to provide accurate and timely invoices.
  - e. Explain how the Respondent is planning to use service calls, equipment information and call backs to improve Equipment usable life, energy and water conservations, efficiency, operation effectiveness, reliability; staffing; schedule maintenance plan, etc.
  - f. Explain how the Respondent is planning to perform quality and safety inspections.

g. Explain how Respondent is planning to address erroneous troubleshooting and service recommendation.

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

Provide primary point of contact information for Awarded Contractor(s) Account Representative. Respondent shall submit, with its proposal submittal, the name, address, and phone number of the person(s) to be contacted for the coordination of service. Respondent shall submit preferred method(s) to receive service requests from City departments.

**Awarded Contractor(s) Account Representative:**

<b>Name:</b>		
<b>Title:</b>		
<b>Office Location:</b>		
<b>Mailing Address:</b>		
<b>Fax #</b>		
<b>Email:</b>		
<b>Office Phone:</b>		<b>Cell Phone:</b>

**Service Request Information:**

Service request shall be placed via: (check all that apply) \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email

<b>Contact Person:</b>	
<b>Phone:</b>	
<b>Fax #:</b>	
<b>Email:</b>	

6. **Safety and Spill Plan** – Describe how Respondent will implement a Safety and Spill Plan for the contract, including plan to address work hazard assessment and employee injuries and accidents.
7. **Training Plan** – Describe Respondent’s training and instruction programs that Respondent will provide to its employees assigned to perform this contract to keep employees’ skills current. Describe how continuing education/training will be provided especially as relevant to the various makers and models of Equipment in the facilities inventory. What does training program consist of? List names of classes and frequency of training.
8. **Environmental Standards/Practices** – Describe how Respondent will utilize environmentally friendly (green) chemicals, products and practices. Provide a listing of environmentally friendly (green) chemicals and service products/options that will be suggested to City Staff for Scheduled Maintenance, Other Services and repair services.
9. **Tools and Parts** – Describe Respondent’s ability to obtain and maintain any necessary proprietary tools and chemicals necessary to perform the cleaning and inspection requirements of the scope of services. Provide an inventory of short-term and long-term delivery items.
10. **Warranty** – Describe Respondent and manufacturer warranty programs for parts and services required for Respondent to perform the scope of services for this contract.
11. **Additional Information** – Provide any additional plans and/or relevant information about Respondent’s approach to providing the required services.

**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 as set forth in the RFCSP's Price Schedule. Failure to do so may lead to disqualification of Respondent's proposal from consideration.

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

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

ITEM	DESCRIPTION	UNIT	ESTIMATED ANNUAL QTY (A)	COST PER SQ-FT (B)	TOTAL COST A x B
<b>PART A: NORMAL HOURLY RATES FOR FLOOR MAINTENANCE AND SERVICES</b> (M - F 8:00a.m. – 5:00p.m. CT)					
1	LABOR & MATERIALS FOR CERAMIC TILE	SQ-FT	10,000		
2	LABOR & MATERIALS FOR VCT TILE	SQ-FT	10,000		
ESTIMATED ANNUAL COST FOR NORMAL HOURS:					\$
<b>PART B: OVERTIME HOURLY RATES FOR FLOOR MAINTENANCE AND SERVICES</b> (M - F 5:01p.m. – 7:59a.m. CT including all weekends and City recognized holidays)					
1	LABOR & MATERIALS FOR CERAMIC TILE	SQ-FT	10,000		
2	LABOR & MATERIALS FOR VCT TILE	SQ-FT	10,000		
ESTIMATED ANNUAL COST FOR OVERTIME HOURS:					\$
TOTAL ESTIMATED ANNUAL COST (PART A + PART B):					\$

**Payment Terms: Prompt Pay Discount \_\_\_\_\_% \_\_\_\_\_ days. (if no discount offered, Net 30 days will apply.)**

## ATTACHMENT C

### CONTRACTS DISCLOSURE FORM

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

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

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

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



**ATTACHMENT E**

**SMALL BUSINESS ECONOMIC DEVELOPMENT  
ADVOCACY (SBEDA) PROGRAM SUPPLIER/SUBCONTRACTOR UTILIZATION PLAN**

**(POSTED AS A SEPARATE DOCUMENT)**

**ATTACHMENT F**

**VETERAN-OWNED SMALL BUSINESS (VOSB) PREFERENCE PROGRAM**

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 to this solicitation.

Respondent must complete and return the attached Veteran-Owned Small Business Program Tracking Form  
(POSTED AS A SEPARATE DOCUMENT)

## ATTACHMENT G

### CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

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

Form 1295 must be completed online. 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.

**ATTACHMENT H**

**PROPOSAL CHECKLIST**

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

<b>Document</b>	<b>Initial to Indicate Document is Attached to Proposal</b>
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, Attachment C	
Litigation Disclosure Form, Attachment D	
* Small Business Economic Development Advocacy (SBEDA) Program Supplier/Subcontractor Utilization Plan Attachments E; and Associated Certificates, if applicable	
* Veteran Owned Small Business Preference Program (VOSBPP) Tracking Form, Attachment F	
* Certificate of Interested Parties, Attachment G (HB 1295)	
Financial Information: Financial Statement, 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.	
* Addenda, if any	
Proposal Checklist, Attachment H	
*Criminal Justice Information Services Addendum, Attachment I	
One (1) COMPLETE electronic submission.	

**\*Documents marked with an asterisk on this checklist require a signature.  
Be sure they are signed prior to proposal submission.**

**ATTACHMENT I**

**CRIMINAL JUSTICE INFORMATION SERVICES (CJIS) ADDENDUM**

**(POSTED AS A SEPARATE DOCUMENT)**