

ORDINANCE

2022-09-29-0726

**APPROVING A CONTRACT WITH GOODWILL INDUSTRIES OF SAN ANTONIO TO PROVIDE LANDSCAPING SERVICES FOR THE SAN ANTONIO PUBLIC LIBRARY FOR AN ESTIMATED COST OF \$342,952.00 ANNUALLY, TOTALING AN ESTIMATED \$1,714,760.00 OVER A FIVE-YEAR CONTRACT TERM, INCLUDING RENEWAL OPTIONS. FUNDING IS FROM THE SAN ANTONIO PUBLIC LIBRARY FY 2023 OPERATING FUND BUDGET. FUNDING FOR SUBSEQUENT YEARS IS SUBJECT TO CITY COUNCIL APPROVAL OF THE ANNUAL BUDGET.**

\* \* \* \* \*

**WHEREAS**, the City released a Request for Competitive Sealed Proposals (RFCSP) to provide landscaping services for the San Antonio Public Library; and

**WHEREAS**, five proposals were received, of which three proposals were deemed non-responsive by the City's Small Business Office (SBO) and two proposals were evaluated; and

**WHEREAS**, staff recommends Goodwill Industries of San Antonio for award of a contract based on the City's standard RFCSP evaluation process; and

**WHEREAS**, approval of this ordinance will authorize a contract beginning October 1, 2022, and ending September 30, 2025, with the option for the City to renew for two additional, one-year periods, for an estimated annual cost of \$342,952.00; and

**WHEREAS**, all expenditures will be in accordance with the applicable fiscal year's budget approved by City Council; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The proposal submitted by Goodwill Industries of San Antonio for an estimated annual cost of \$342,952.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the Score Summary and RFCSP is attached hereto and incorporated herein for all purposes as **Exhibit I.**

**SECTION 2.** Funding for this ordinance in the amount of \$342,952.00 is available in Fund 11001000, Cost Center 0402010001 and General Ledger 5204050 as part of the Fiscal Year 2023 Adopted Budget approved by City Council.


**SECTION 3.** Additional funding is contingent upon City Council approval of the Fiscal Year 2024 and subsequent budgets that fall within the term of the contract.

**SECTION 4.** Payment is authorized to Goodwill Industries of San Antonio and should be encumbered with a purchase order.

**SECTION 5.** The financial allocations in this ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this ordinance.

**SECTION 6.** This ordinance is effective immediately upon passage by eight or more affirmative votes; otherwise, it is effective on the tenth day after passage.

**PASSED and APPROVED this 29<sup>th</sup> day of September, 2022.**



M A Y O R  
Ron Nirenberg

**ATTEST:**

**APPROVED AS TO FORM:**



Debbie Racca-Sittre, City Clerk



Andrew Segovia, City Attorney



## City of San Antonio

### City Council Meeting September 29, 2022

11.

2022-09-29-0726

Ordinance approving a contract with Goodwill Industries of San Antonio to provide landscaping services for the San Antonio Public Library for an estimated cost of \$342,952 annually; totaling an estimated \$1,714,760 over a fiveyear contract term including renewal options. Funding is from the San Antonio Public Library FY 2023 Operating Fund. Funding for subsequent years is contingent upon City Council approval of the annual budget. [Ben Gorzell Jr., Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]

Councilmember Rocha Garcia moved to Approve on the Consent Agenda. Councilmember Courage seconded the motion. The motion carried by the following vote:

**Aye:** Nirenberg, Bravo, McKeeRodriguez, Viagran, Rocha Garcia, Cabello Havrda, Sandoval, Pelaez, Courage, Perry

**Absent:** Castillo

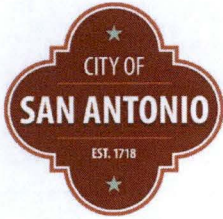
# Exhibit I

2

Exhibit I

<b>RFCSP for Annual Contract for Landscaping Services</b> <b>(22-025; 6100014960)</b>  <b>Score Summary</b> <b>*FINAL EVALUATION</b> <b>JULY 28, 2022</b>	<b>Maximum Points</b>	<b>Goodwill Industries of San Antonio</b> <b>406 West Commerce St</b> <b>San Antonio, TX 78207</b>	<b>Bexar Mowing LLC</b> <b>38 McLennan Oak</b> <b>San Antonio, TX 78240</b>
<b>A - Experience, Background, Qualifications</b>	<b>25</b>	<b>21.17</b>	<b>7.67</b>
<b>B - Proposed Plan</b>	<b>35</b>	<b>28.83</b>	<b>12.17</b>
<b>A - B Sub-Total</b>	<b>60</b>	<b>50.00</b>	<b>19.84</b>
<b>C - Price</b>	<b>20</b>	<b>18.25</b>	<b>20.00</b>
<b>D - Small Business Enterprise Prime Contract Program</b>	<b>10</b>	<b>0.00</b>	<b>0.00</b>
<b>D - Minority/Woman-Owned Business Enterprise Prime Contract Program</b>	<b>10</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL SCORE</b>	<b>100</b>	<b>68.25</b>	<b>39.84</b>
<b>RANK BASED ON TOTAL SCORE</b>			
		<b>1</b>	<b>2</b>

\*One evaluation meeting held with no interviews conducted.



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

**REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")**  
**NO.: 6100014960; 22-025**

**ANNUAL CONTRACT FOR LANDSCAPING SERVICES**

**Date Issued: MARCH 4, 2022**

**PROPOSALS MUST BE RECEIVED NO LATER THAN:**  
**2:00 PM, CENTRAL TIME, APRIL 20, 2022**

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

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**PROHIBITED CAMPAIGN CONTRIBUTIONS**

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

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

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

***\*For this solicitation, the first day contributions are prohibited is Friday, March 18 2022.***

***The first day contributions may be made is the 31st day after the contract is approved at a City Council "A" Session.***

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**RESTRICTIONS ON COMMUNICATIONS**

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

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

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

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

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**Staff Contact Person:** JAPAN SHAH, PROCUREMENT SPECIALIST III, P.O. Box 839966, San Antonio, TX 78283-3966. Email: [JAPAN.SHAH@SANANTONIO.GOV](mailto:JAPAN.SHAH@SANANTONIO.GOV)

**SBEDA Contact Information:** 210-207-3922, [SBEDADOCS@SANANTONIO.GOV](mailto:SBEDADOCS@SANANTONIO.GOV)

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## **003 – BACKGROUND**

### **BACKGROUND**

The City of San Antonio seeks proposals from qualified respondents interested in furnishing all labor, equipment, materials, expertise and tools required to perform landscaping, mowing and irrigation inspection and maintenance & repair services for the San Antonio Public Library (SAPL) in accordance with the specifications listed herein. These services are required to establish a landscape and irrigation maintenance and repair program at twenty-seven SAPL locations (including Marquee Plaza at the Mission Library). There are nine non-irrigation sites, and eighteen irrigation locations. These services will ensure the appearance of the grounds are attractive and orderly while maintaining the functionality of the irrigation system. Services include routine mowing of all landscaped turf areas, general maintenance of landscaped areas and repair of the irrigation system.

Services include, but not are limited to, mowing, edging, string trimming, leaf/debris blowing, sweeping, hand weeding, shrub pruning, water chlorination, raking, removal of leaves, fallen branches and general landscape and irrigation maintenance and repair services at the designated properties.

## 004 – SCOPE OF SERVICES

### 4.1 DEFINITIONS:

- a. **Grounds** is defined as the acreage within the respective library property boundaries.
- b. **Landscaped Turf Areas** are defined as any turf areas that are specifically designed, planted, or cultivated to enhance and/or improve aesthetics of the facility, building, structure, or area.
- c. **Litter** is defined as all fallen tree branches, trees that have fallen over, trash or garbage, which is discarded onto the City grounds, and includes, but is not limited to scrap metals, paper, wood, plastic, glass products, cans and cigarette butts.
- d. **Irrigation System** is defined as an automatic or manual system specifically designed and installed to water landscaped areas, lawns, ground covers, flower beds, trees, shrubs, hedges, and other natural or installed plant life.
- e. **Minor Repairs** include repairs/replacement of lateral lines, controller and backflow adjustments, broken sprinkler head replacements, proper sprinkler head adjustments, proper sprinkler head placement and setting, nozzle replacements, cleaning of obstructed nozzles, repair or adjustment of control clocks, repairs to non-mainline breaks, repairs to zone valves, inclusive of excavation, unless the excavation is in an area that is difficult to access, as solely determined by City, such as under sidewalks, concrete pads, asphalt, and beneath existing irrigation lines or large tree roots. The Contractor shall notify the City Representative whenever such items are discovered, so he/she can observe the impediment before declaring the excavation as a major repair.
- f. **Major Repairs** is anything other than minor repairs.

### 4.2 GENERAL REQUIREMENTS:

- a. The Contractor shall supply all labor, materials and equipment necessary for the proper execution and completion of the work; and shall perform all services, as stated in this scope of services.
- b. Contractor shall provide full time supervision and properly skilled staff to perform the work required under this contract and shall perform the services in accordance with the specifications as defined herein.
- c. Prior to submitting a proposal, the Contractor shall become familiar with each of the sites and be held accountable for having examined the existing conditions which may affect the work under which he/she will be obligated to perform.
- d. Upon each monthly visit to the Central Library location, the respondent will service the Basement Interior Courtyard first before performing service on the exterior Central Library Plaza in order to minimize any potential equipment noise.

### 4.3 WORK LOCATIONS

Below are the general locations requiring service under this contract. A complete listing of City locations and acreage are shown on Attachment B – Price Schedule. Geographic Information System (GIS) Maps, attached hereto as Attachment I, depict the areas where services are to be performed. All acreages listed on Attachment I - GIS Maps are estimates. Where there are differences in the acreage estimates shown on the GIS Map and the Price Schedule, the quantity shown on the Price Schedule controls. City's estimates shall be used for all purposes and shall be considered conclusive of actual size. Areas on the GIS Map that are marked with one or more "X"s do not require services.

The City reserves the right to award by zone (Zone 1 and Zone 2).

- Zone 1: Landscaping areas that do not require irrigation services (locations 1 – 10)
- Zone 2: Landscaping areas that require irrigation services (locations 11 – 29)

Zone #1: Library Locations Without Irrigation				
Item	Location	Address	Lawn Maintenance Estimated Annual Cycles	Estimated Irrigation Annual Cycle
1	Collins Garden Branch Library	200 Park N	21	N/A
2	Forest Hills Branch Library	5245 Ingram Rd	21	N/A
3	Johnston Branch Library	6307 Sun Valley	21	N/A
4	McCreless Branch Library	1023 Ada	21	N/A
5	Memorial Branch Library	3222 Culebra	21	N/A
6	Pan American Branch Library	1122 Pyron Av W	21	N/A
7	San Pedro Branch Library	1315 San Pedro	21	N/A
8	Tobin @ Oakwell Branch Library	4134 Harry Wurzbach	21	N/A
9	Brook Hollow Branch Library	530 Heimer	21	N/A
10	Additional landscaping locations	TBD	TBD	N/A

Zone #2: Library Locations with Irrigation				
Item	Location	Address	Lawn Maintenance Estimated Annual Cycles	Estimated Irrigation Annual Cycle
11	Schaefer Branch Library	6322 US Hwy 87 E	21	N/A
12	Westfall Branch Library	6111 Rosedale Ct	21	12
13	Encino Branch Library	2515 E. Evans Road	21	12
14	Bazan Branch Library	2200 Commerce St W	21	12
15	Carver Branch Library	3350 Commerce St E	21	12
16	Central Library	600 Soledad Street	21	12
17	Cody Branch Library	11441 Vance Jackson	21	12
18	Cortez Branch Library	2803 Hunter	21	12
19	Great Northwest Branch Library	9050 Wellwood	21	12
20	Guerra Branch Library	7978 Military Dr W	21	12
21	Igo Branch Library	13330 Kyle Seale Pkwy	21	12
22	Las Palmas Branch Library	515 Castroville Rd	21	12
23	Maverick Branch Library	8700 Mystic Park	21	12
24	Mission Branch Library	3134 Roosevelt Av	21	12
25	Parman Branch Library	20735 Wildnerness Oak	21	12
26	Semmes Branch Library	15060 Judson Rd	21	12
27	Thousand Oaks Branch Library	4618 Thousand Oaks	21	12

28	*Mission Marquee Plaza (3.75 Acres)	3100 Roosevelt Av	On-Call	12
29	Additional Locations	TBD	TBD	12

\*City reserves the right to require Contractor to mow this location on an on-call basis, as needed.

#### 4.4 SERVICE CYCLE QUANTITY AND HOURS

- a. Contractor shall provide services per Attachment B - Price Schedule. Contractor shall provide the Library Facility Manager with a mowing schedule 14 days after contract award. That schedule shall become part of this contract and be incorporated as if fully set forth herein.
- b. The City reserves the right to adjust and/or modify proposed work schedules due to heavy peak periods or weather conditions such as heavy rain or drought. Drought conditions in San Antonio may last a few weeks to several months, which would require little, if no mowing.
- c. Depending on the weather, the frequency of services may be increased or decreased as authorized by the Library Facility Manager. Service calls beyond the estimated cycle(s) shall be billed according to prices bid on the price schedule.
- d. Services shall take place between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday or as otherwise directed and approved by the Library Facility Manager.
- e. Services using gasoline-powered lawn equipment may not be performed on Air Quality Alert Days, unless EPA low emission units are approved by the City.
- f. Contractor shall report graffiti to the "Graffiti Hotline" at (210) 207-4400 or 311.
- g. Any library locations which border alleyways shall be maintained to at least the center of the alleyway in order to allow safe vehicle traffic through the alleyways. The Brook Hollow Branch Library shall include the adjacent vacant lot up to the apartments. The Las Palmas site will encompass the entire facility to include all the parking lots, driveways, and curbs of tenant in the adjoining offices. The Mission Branch Library site includes approximately 18.73 acres of open field mowing. The Westfall Branch Library shall include the alleyway on the west side of the building.
- h. Contractor shall furnish each facility with a written report of all services performed or problems that need to be addressed following each scheduled / planned maintenance cycle, within seven (7) calendar days of Contractor's visit to the property.
- i. In addition, the Contractor shall furnish each facility a written report of any failures or repairs of irrigation equipment. Upon arrival at each location, the Contractor's maintenance and/or repair personnel will notify the Library Facility Manager or his designee. Also, prior to departing the location, the Contractor's maintenance and/or repair personnel will have the Library Facility Manager or his designee sign and date all service reports, acknowledging work was satisfactorily completed. A customer copy must be provided to the Library Facility Manager or his designee.
- j. Contractor must obtain Library Facility Manager, Branch Manager or designee signature on Work Order Form prior to departing from location. Copy must be provided to City staff prior to departure.
- k. Contractor shall abide by the City's rules regarding work on Air Quality Alert Days. Contractor shall make necessary arrangements to receive Air Quality Alert information.
- l. Unless otherwise specified, each location must be mowed in accordance with the following schedule
  - March - November – twice a month.
  - December - February – once a month.
- m. City shall have the right, at City's election, to delay, cancel or add mowing cycles. If the City cancels a mowing cycle, Contractor will not be paid for the cancelled cycle. If the City delays a mowing cycle, City and

Contractor will work together to modify the mowing cycle schedule and Contractor will be paid for all completed mowing cycles. If City elects to add new mowing cycles, Contractor will be paid for the additional cycles at the per cycle rate shown in Attachment B – Price Schedule. If City adds new locations, those will be paid at the rate per acre per cycle shown in Item 10 or 29, as applicable, on Attachment B – Price Schedule. All acreage amounts stated are estimates and may be changed if found to be incorrect. However, the City's determination of acreage shall be final.

#### **4.5 TEMPORARY REDUCTION IN SERVICE SCHEDULES**

- a. There may be periods during the year where the City may require services to be reduced or halted temporarily for some locations. During dormant periods, the City may require that Contractor reduce the number of cycles or stop services all together.
- b. Adjustments and/or modifications to the schedule will be coordinated and implemented by the Library Facility Manager or his designee.
- c. City will provide a 7-calendar day notice to Contractor for schedule modifications. City shall have no obligation to pay when services are not performed.
- d. Any adjustments to the schedule made by City shall be in writing and become part of this contract and be incorporated as if fully set forth herein.

#### **4.6 PERSONNEL/EQUIPMENT**

- a. City encourages the use of equipment operating a Tier 4 conventional fuel engine or alternative fuel such as Compressed Natural Gas, Propane or Electricity. [Tier 4 is defined as a federally mandated air-quality emissions standard established by the U.S. Environmental Protection Agency (EPA) that applies to new diesel-powered mower engines (25 horsepower and larger)].
- b. All equipment must be equipped with safe guards as outlined by ANSI and OSHA.
- c. Any additional equipment required to accomplish the requirements of this contract shall be of the size and type customarily used to accomplish work of this kind and no equipment shall be used which is harmful to the areas being serviced.
- d. All equipment must be in good working condition at all times.
- e. Contractor shall be equipped with enough string trimmers and employees to operate them when ground conditions are too wet or saturated for both riding or push mowers. If the ground is wet enough that either self-propelled or riding equipment will cut ruts in the lawn, then string trimmers must be used. City will not be responsible for any of Contractor's materials, tools and/or equipment.
- f. Contractor shall provide sufficient staff necessary to complete the requirements of this contract.

**Manager** serves as the primary contact with the City. The Manager shall manage the provision of services, administer the contract, assure adequate supervision of staff, and ensure that the areas serviced meets or exceeds the requirements.

**Crew Leader(s)** consists of staffing to be the main responders to emergency situations or site-specific questions/problems, specific work details and priorities, etc. The crew leader must be capable of reading, writing, speaking and understanding the English language.

**Laborers** provide the day to day services.

## **LANDSCAPE SERVICES**

### **4.7 MOWING**

- a. Mowing shall be accomplished to a height of not less than 3 inches in a professional manner so as not to scalp turf or leave areas of uncut grass. The City may require height adjustments as needed due to seasons, turf conditions, or weather conditions. Such heights shall be determined by the Library Facility Manager through written notification to the Contractor. All such notifications shall be incorporated as if fully set forth herein. All mowing shall be even and consistent.
- b. Equipment must be operated at an optimum traveling speed to match the blade speed to properly cut grass and provide the optimal desired "manicured" cut designated by the City staff. Mowing areas shall include slopes and trails.
- c. Contractor shall take extreme care not to damage trees, plants, shrubs, signs, water faucets, valves, other appurtenances or irrigation systems or create ruts in ground surface. Contractor shall be responsible for any damage to these objects, which shall be replaced by Contractor at Contractor's expense. Replacements must be comparable in value and size and must be approved by the Library Facility Manager. City may invoice Contractor for said costs or deduct the cost from Contractor's payment otherwise due hereunder if City replaces damaged items, which City may do if Contractor has failed to do so within 30 days' written notice. City employs certified employees in specific areas. These City employees will assess and report damages and associated costs to the Library Facility Manager. Contractor agrees to abide by City's determination of fault and determination of costs.
- d. Hand/string trimming shall be accomplished around trees, plants, shrubs, signs, water faucets, valves, and other appurtenance or hard surfaces.
- e. The Contractor shall mow and trim sites in such a manner to avoid bumping, girdling, or any other activity that may cause damage to trees, shrubs, plants, fences, or other hard surfaces. Contractor shall not mow under conditions wet enough that may result in damage to turf or create unsafe mowing conditions.
- f. The following minimum precautions shall be taken to avoid damage:
  - Power mowers shall not be operated closer than four (4) inches to lighting fixtures, markers, other structures or tree trunks.
  - Outside wheel widths on riding type tractors shall not exceed the width of the mower deck. Speed of all lawn mowing equipment shall be restricted to that required for safe and prudent operations.
  - Scalped turf (i.e. turf cut down to ground level) will be considered damage to City property. If said turf dies, the Contractor will replace turf with exact same type of turf at Contractor's expense, or City may replace same at Contractor's expense.
  - String trimmers shall be used to trim grass from around monuments, markers, lighting fixtures or other structures.
- g. Open Field Mowing (Mission Branch approximately 18.73 acres) shall be accomplished with a shredder to a height of 5 inches in a professional manner so as not to scalp turf or leave areas of uncut grass. The City may require height adjustments as needed due to seasons, turf conditions, or weather conditions. Such heights shall be determined by the Library Facility Manager through written notification to the Contractor. All such notifications shall be incorporated as if fully set forth herein. All mowing shall be even and consistent. Clumps of grass clippings shall **NOT** be left behind after mowing service.

### **4.8 REMOVAL OF GRASS CLIPPINGS**

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

- b. Contractor shall ensure said debris is disposed of in a proper manner. Debris shall not be deposited into City or privately-owned trash receptacles, dumpsters or left on the grounds of any facility.

#### **4.9 EDGING/STRING TRIMMING**

- a. Contractor shall cut and remove all plant materials immediately adjacent to or under serviced area structures, lighting/utility poles, trees, signs, fences, planting beds, etc. This shall also include the removal of all plant material from expansion joints and any other cracks in curbs, sidewalks (both sides), driveways and any other hard surface.
- b. All trimming shall be accomplished maintaining the required 3" cutting height or any adjusted height requested by the Library Facility Manager.
- c. Trimming shall follow all mowing in the area to not only trim around objects and along sidewalks, but also to trim grass missed by mowers.
- d. Special care shall be given to trimming around small trees as not to inflict damage to the bark of the trees. The installation of trunk guards is recommended.
- e. Trimming may be reduced by chemical trimming, with prior written approval of the Library Facility Manager. Any chemical trimming approved by the department representatives shall be applied in accordance with all federal, state, and local applicable laws, standards, and regulations necessary to perform the services, including, but not limited to Safety Data Sheets and Texas Structural Pest Control Board Law and Regulations.
- f. All areas where grass abuts hard surfaces such as sidewalks, curbs, and lawn perimeters shall be edged at each service cycle. Contractor shall string trim around fences, buildings, walks, and curbs to maintain an attractive, even, finished appearance.
- g. Areas where an edger is difficult to maneuver, such as fences, flower beds, utility poles and other immobile objects shall be cut with a string trimmer or by hand to the same height as the lawn areas.
- h. All sidewalks, curbs, and steps must be mechanically edged to a one (1") inch depth and 1/4-inch width where they exist exposing the concrete surface. The initial edging shall be completed by the end of the first cycle.
- i. All edges must be maintained throughout the duration of the contract using a vertical cut approach. All material dislodged by edging must be removed from the site. Sidewalks must be edged on both sides.
- j. All trimming and edging must be accomplished concurrently with mowing operations.

#### **4.10 WEEDING**

- a. The entire grounds as defined in the GIS Maps Attachment I include parking lots, fence lines, walkways, trees, shrubs, groundcover, landscaped, and mulched areas shall be weeded at each service call to avoid weed accumulation and unwanted vegetation. In addition, areas around all utility poles, flag poles, and sidewalk/curb cracks shall be kept free of weeds or shrubbery which may grow around or within them.
- b. Landscaped and groundcover areas such as, but not limited to, planter beds, rock beds, mulched beds, decomposed granite and tree wells shall be kept free of weeds, debris or other objectionable materials. Objectionable material includes, but is not limited to, all types and sizes of dead plant materials on the property. Hand weeding is required in these areas to ensure that the appearance is presentable.

#### **4.11 MULCHING**

- a. All planting beds shall be mulched with only double-ground fine mulch within 45 days of the start of the contract to a depth of 2 to 4 inches. Mulch must be maintained at this level throughout the term of the contract. The Contractor will be allowed a one-time replacement cost per bag to bring the landscape beds to the required 2-4" depth. In the event of a continuous rain pattern in which mulch has washed away, the awarded Contractor and

the City representative must communicate directly to ensure that mulch is only replaced when the forecast for continuous rain has ended.

- b. Mulch at Central Branch Library shall be Black Texas Harwood Native mulch to match existing mulch. Any change/deviation must be approved by the City. All other locations shall be mulched with double-ground fine mulch.
- c. Contractor will be responsible for the replacement of any damaged/disturbed mulch with like mulch.

#### **4.12 TREE WELLS**

- a. Contractor shall properly install and maintain all mulched areas adjacent to trees free of weeds. Hand weeding is required within all tree wells. Apply 2 to 4 inches of only double-ground fine mulch at a minimum radius of 3 to 4 feet around trees within 90 days of contract award. Mulch must be maintained at this level throughout the term of the contract.
- b. Mulch shall be pulled back 2 to 3 inches from the base of the tree trunk. Care should be taken to prevent mechanical damage to landscape and for aesthetic purposes.
- c. Contractor shall ensure, at all times, that mulch will not be disturbed. With written approval from the City, herbicides such as Round Up may be used in conjunction with mowing or weed eating to protect tree wells and mulched areas.
- d. Contractor will not be allowed to spray herbicides without the written approval of the City. Contractor must have at least one person certified in pesticide application on staff.
- e. Contractor shall provide comprehensive replacement of displaced (washed) soils, mulch, decorative rocks, and gravels at no additional cost.

#### **4.13 SHRUB PRUNING:**

- a. Shrubs shall be trimmed to maintain a crisp, professional well-groomed appearance. Shearing back of shrubs and branches is not encouraged unless the plant poses a safety threat, to keep off objects, such as buildings, fire hydrants, signs, fences, walls, sitting areas, walkways, sidewalks, or as directed by the Library Facility Manager.
- b. Contractor shall prune, trim, and shape flowers, plants, hedges, bushes, and shrubs to maintain their aesthetics. Ground covers and any other plant life with a "trailing" characteristic shall be properly maintained to keep from growing or spilling onto walkways, driveways, sitting areas, fences, buildings, fences, signs, walls, windows, fire hydrants, and other fixed objects.

#### **4.14 LITTER PICK UP**

- a. Litter shall be picked up from the grounds and landscaped areas prior to each service cycle. Litter shall not, under any conditions, be mowed. Litter shall not be deposited into City or privately-owned trash receptacles, dumpsters or left on the grounds of any facility.
- b. Litter, trash, and debris include, but are not limited to, all fallen tree branches, trees that have fallen over, blown papers, dumped trash, leaves, or any other debris materials.

#### **4.15 PEST CONTROL**

- a. Fire ants & ant mounds shall be controlled on the landscaped turf areas in a manner that will not cause damage to other plants or vegetation. Chemical control must be in a bait formulation and must contain either hydramethylnon or spinosyn as the active ingredient.
- b. Contractor shall maintain the services of a professionally manned telephone answering system so that immediate, and continuous contact can be made.

#### **4.16 GATOR BAG REPLENISHMENT**

At some designated library locations, the City has purchased and installed "gator bags" for tree irrigation. At the request of the Library Facility Manager, the Contractor will replenish the gator bags on an as needed basis. Pricing for replenishing the gator bags shall be included in the bid price.

#### **4.17 POWER BLOWER/SWEEPING**

- a. All parking lot surfaces, sidewalks, entrance and exit areas, and concrete pads shall be swept or blown clean at the conclusion of each service cycle. When complete, the site shall be totally free of debris.
- b. Grass clippings, weeds, trash, leaves or debris shall **NOT** be blown or discharged into the streets, sidewalks or gutters.

#### **4.18 UNIFORMS**

- a. Contractor shall ensure Contractor's employees wear uniforms with name or ID tag when on duty.
- b. Uniforms must be approved by City representative. For the purpose of this contract, uniforms are defined as shirts with a collar free of holes or tears, identifying company logo on shirts, and matching pants or shorts.
- c. Contractor shall ensure its employees wear closed toed footwear.

#### **4.19 VEHICLES**

- a. Contractor's work vehicles must be clearly marked with the Contractor's company logo on the side. City will not be responsible for Contractor vehicles that are ticketed for parking violations received while performing the work described herein. Contractor is responsible for arranging for the legal parking of its service vehicles.
- b. Contractor's name must be clearly exhibited on the side of each vehicle licensed for travel on public roads. Contractor shall not park vehicles in areas that create potential hazardous traffic situations.

#### **4.20 INSPECTIONS**

- a. Contractor shall email the Library Facility Manager (designated at contract award kick-off meeting), within 48 hours after completion of service cycle, to confirm that the work was performed in accordance with the scope of services. Notification shall include, at a minimum, a list of locations serviced, and the date and time the service(s) were provided. This will be used for reconciliation, auditing, invoice validation and tracking. Failure to provide this email notification, as requested, may result in delay or rejection of payment. The Library Facility Manager or designated on-site management staff (Branch Manager or Librarian-In-Charge) is responsible for signing the work order after the work has been completed to satisfactory results. If the service is provided during a timeframe when the Library is not open, the Contractor must return to the location within 24 hours during a time when the Library is open in order to obtain the necessary signature on the work order form. Failure to obtain the proper authorized signature may delay or cause rejection of payment.
- b. The Library Facility Manager or designee will inspect locations within 48 hours to confirm services were performed as per contract requirements. The Contractor shall be notified verbally and in writing about the results of its performance at each location. If Contractor's work does not meet the requirements of this contract, the Contractor shall correct any identified deficiencies within 24 hours of notification, and contact the Library Facility Manager when the corrections have been performed. The work will be re-inspected by the City prior to authorizing payment for the submitted invoice. Correction of deficiencies shall be at Contractor's sole cost and expense.

#### **4.21 SERVICE CYCLE TIME LIMITS**

- a. Contractor shall perform services until all work has been completed. If services have not been completed, the Contractor must continue the next work day until the services are completed. This includes debris pickup, removal and disposal of grass clippings, hand weeding, edging, blowing, sweeping, raking and all requirements of the scope of services.

#### **4.22 CONTRACTOR STAFF COMMUNICATION**

- a. Contractor shall respond to communication requests from the Library Facility Manager within 2 hours during the normal working hours of 8:00 a.m. to 5:00 P.M. Monday – Friday.

#### **4.23 SAFETY OF WORK CREW**

- a. Contractor shall wear and/or display proper warning devices (safety vest, flashers, strobe lights, warning signs, etc.) to ensure the safety of both the employees and general public. Contractor and his/her employees shall dress and remain dressed in a presentable fashion due to high public visibility of these areas. Unacceptable attire includes, but is not limited to, bare chest (no shirt or shirt left open), shorts while trimming or edging, open-toed shoes, and absence or improper use of safety devices. Should problems occur, Contractor may be advised of the circumstances and shall take appropriate action.
- b. Contractor shall be responsible for furnishing all signs and traffic controls in accordance with the Texas Manual on Uniform Traffic Control Devices. Contractor shall make any adjustments as required by the City.

#### **4.24 SITE ADDITIONS/DELETIONS**

- a. During the contract period, the City may add or delete locations to the contract. Additions and deletions shall be made by written change order to the contract. If a site is deleted from the contract, the Contractor shall cease performing services for the location as of the effective date of the change order, and may not invoice for the specific site. If a site is added to the contract, the pricing will be at the rate per acre as designated on Attachment B – Price Schedule.

#### **4.25 INCLEMENT WEATHER**

- a. Services may not be performed during periods of inclement weather, or at any time in which unsafe working conditions exist, such as severe thunderstorms, ice storms, or snow storms. In the event of inclement weather conditions, Contractor shall contact the Library Facility Manager to inform him/her of the occurrence and proposed revised schedule. Revisions to the schedule shall be made in writing and agreed to by the Library Facility Manager, and shall be incorporated as if fully set forth herein.

#### **4.26 ADDITIONAL SERVICES**

- a. **STAKING/LEANING TREES** – At the request of the Library Facility Manager, the Contractor will be responsible for staking or stabilizing the growth of a tree or shrub.
- b. **CHLORINATION TESTING** - At Mission Branch Library, the City, in collaboration with SAWS, has installed a condensate unit which provides a water source for the irrigation of landscaped areas. Contractor is responsible for monitoring and testing the chlorine level weekly. Upon award, Contractor will be provided with training on the specific requirements of the system testing.
- c. **PLANTER MAINTENANCE** - At Mission Branch Library, the City has installed 19 planters on the right side of the ring road and 46 planters on the left side of the ring road. These planters have been landscaped with vegetation that Contractor shall trim and mulch as needed. Additionally, the planters have an irrigation system that which Contractor shall monitor and maintain to ensure vegetation is properly irrigated. Pricing for maintaining these planters and their irrigation systems shall be included in the bid price.
- d. **BEDDING PLANT PLANTING** –The contractor shall work with Mission Marquee Facility coordinator to select bedding plant (3-gallon plant) and shall purchase and plant to the requested location. The bidder shall provide price for each bedding plant in Attachment B – Price schedule.
- e. **FERTILIZER APPLICATION** - The need for fertilizer application can be identified by either the vendor or the Library Facility Manager. Only after both parties agree, shall fertilizer be applied as necessary to produce a healthy and attractive landscape.
- f. Additional services will be awarded by zone.

## **IRRIGATION SYSTEM MAINTENANCE**

### **4.27 PRE-EXISTING DAMAGE TO IRRIGATION SYSTEMS**

- a. For those locations for which the Contractor is obligated to maintain an irrigation system, Contractor shall have 45 days from the start of the contract to identify all pre-existing issues with the irrigation systems and to provide an estimate to repair the deficiencies. No distinction is made between major or minor repairs for purposes of this section. City shall have the discretion to hire Contractor or another party to complete the repairs. Once the repairs have been completed, City and Contractor shall schedule a walk through to verify that all repairs have been completed. Once verification of repairs is made, Contractor is responsible for maintaining the irrigation systems, monthly preventive maintenance and seasonal requirements, to ensure they are functioning at optimal performance. Pricing for repairs of pre-existing damage shall be in accordance with the Major Repairs Labor Hours pricing shown in the price schedule. Time shall be based on actual time spent on the job site. Travel charges to the job site will **NOT** be allowed. Materials shall be provided at Contractor's actual invoiced cost, which shall be no greater than Manufacturer's Suggested Retail Price. Cost plus charges are **NOT** allowed. All materials supplied shall be new. In the event the cost for parts will exceed \$3,000, the City reserves the right to bid the purchase of the parts separately from this contract.
- b. Contractor's estimate to repair pre-existing damage shall include a cost breakdown submitted by Contractor clearly indicating the labor rate, quantity of hours required to perform the repairs, materials list, and costs of the materials with evidence supporting the same. Upon request of the Library Facility Manager, Contractor shall generate separate invoices for each repair of pre-existing damage detailing the labor charge and the parts/materials as outlined above.
- c. City decision whether to repair to pre-existing damage will depend on a variety of factors, such as overall cost and budgetary constraints. Therefore, it is possible that such repairs will not be made at all locations.

### **4.28 Monthly Preventive Maintenance:**

- a. Upon contract award and monthly thereafter, the Contractor shall conduct inspections of existing Irrigation Systems to maintain 100% operational functionality.
- b. On a monthly basis, Contractor shall check and test irrigation controllers, backflow prevention devices, electrical valves and all spray heads and make Minor Repairs to the irrigation system on an "as needed, where needed" basis. Damaged heads must be replaced as soon as practical upon discovery.
- c. Contractor shall provide an inspection report of Minor Repairs performed and Major Repairs recommended to be completed. An inspection report shall be submitted within seven (7) days of Contractor's visit to the property. The inspection report must be detailed "zone" by "zone".
- d. Contractor shall make Minor Repairs and adjustments to irrigation system equipment upon discovery. Minor Repairs shall be included in the price of the monthly irrigation preventive maintenance inspection.

### **4.29 Repairs:**

- a. If the Contractor discovers that Major Repairs are needed to a system during an inspection, Contractor shall obtain a Purchase Order from the City Representative before commencement of any Major Repairs of irrigation system equipment. Major Repairs include backflow prevention devices, mainlines, double check failures, replacement of master valves, replacement of electric zone valves, and repairs that are difficult to access, as determined solely by City, such as under sidewalks, concrete pad, asphalt, and beneath existing irrigation lines or large tree roots. The Contractor shall notify the City Representative whenever such items are discovered, so he/she can observe the impediment before issuing the PO. Major Repairs shall not be included in the price of the monthly irrigation preventive maintenance inspection. Pricing for all Major Repairs shall be in accordance with the Major Repairs Labor Hours pricing shown in the price schedule. Time shall be based on actual time spent on the job site. Travel charges to the job site will NOT be allowed. Materials shall be provided at the Contractor's actual invoiced cost, which shall be no greater than Manufacturer's Suggested Retail Price. Cost plus charges are not allowed. All materials supplied shall be new. Cost of materials must be supported by a quote from the supplier without any mark-up. The quote shall be provided with the estimate for all Major Repairs. In the event the cost for parts will exceed \$3,000, the City reserves the right to bid the purchase of the parts separately from this contract.
- b. Time and Material quotes for Major Repairs shall include a cost breakdown submitted by the Contractor clearly indicating the labor rate, quantity of hours required to perform the repairs, materials list, and costs of the materials

with evidence supporting the same. City shall generate a separate purchase order for each Major Repair detailing the labor charge and the parts/materials as outlined above.

- c. Any adjustments to the time and watering day features of the irrigation systems shall meet local ordinances for water restrictions and Evapotranspiration (ET) Rate as recommended by San Antonio Water System (SAWS). (Sample seasonal irrigation schedule available at [www.saws.org/Conservation/SIP](http://www.saws.org/Conservation/SIP).)
- d. Contractor shall warranty all parts and labor for Major Repairs for a period of 90 days or the manufacturer's warranty, whichever is greater.

#### **4.30 Annual Audits:**

- a. Contractor shall perform annual irrigation system audits at Encino, Igo, Maverick and Mission Branch Libraries. These audits are required by SAWS.

#### **4.31 Seasonal Requirements:**

- a. Spring Start-Up shall be performed upon request by City. The exact start date shall be determined by the Library Facility Manager. At a minimum, the Contractor shall check the following during a Spring Start-Up inspection:
  - Check the system for obvious external damage and missing heads;
  - Fill the system and check for breaks/leaks, proper operation and water distribution;
  - Remove, clean, and replace clogged heads;
  - Recalibrate and adjust all aspects of each system and zone;
  - Provide documentation of the conditions found and the work performed.

#### **4.32 CRIMINAL BACKGROUND CHECKS**

- a. At its own expense, Contractor is responsible for assessing risk and maintaining effective background check policy and procedures for all employees, staff and subcontractors responsible for performing services under this contract. Contractor shall retain all employee records, including any criminal background checks, for the retention period stated in section 011-General Terms and Conditions.

### 005 – SCHEDULE OF EVENTS

Following is a list of projected dates/times with respect to this RFCSP:

RFCSP Release	Friday, 03/04/2022
Pre-Submittal Conference	Wednesday, 03/16/2022 at 10:00 A.M. Central Time
Final Questions Accepted	Friday, 03/25/2022 at 2:00 P.M. Central Time
Proposal Due	Wednesday, 04/20/2022 at 2:00 PM. Central Time

## 006 – PRE-SUBMITTAL CONFERENCE & SITE VISIT SCHEDULE

A Pre-Submittal Conference is scheduled at **10:00 A.M, Central Time, on March 16, 2022**, and will be via WebEx only. Respondents are encouraged to prepare and submit their questions in writing 3 calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. Pre-Submittal Conference participation is optional, but highly encouraged.

Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

**Conference Bridge: 1-415-655-0001**

**Meeting Link:**

<https://sanantonio.webex.com/sanantonio/j.php?MTID=m8e3bf8a7152da7dfc827fd8479b07fe7>

**Meeting Number (Access Code): 2464 923 0838**

**Meeting Password: COSA**

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. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

### SITE VISIT SCHEDULE

<b>Date: March 17, 2022</b>	
<b>Location Address</b>	<b>Scheduled Time</b>
Central Library, 600 Soledad St, 78205	10:00 – 10:30 AM CT
Bazan Library, 220 Commerce St W 78207	11:00 – 11:30 AM CT
Carver Library, 3350 Commerce St W, 78220	12:00 – 12:30 PM CT
Westfall Library, 611 Rosedale Ct 78201	1:00 – 1:30 PM CT
Bidders shall submit all questions in writing to Japan Shah at <a href="mailto:Japan.Shah@sanantonio.gov">Japan.Shah@sanantonio.gov</a> . City's official response to questions will be address via addendum.	

## 007 – PROPOSAL REQUIREMENTS

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

**Respondent shall limit information regarding the Small Business Economic Development Advocacy Program (and associated certifications for any joint venturers or sub-contractors) and any reference to the Respondent's proposed price or revenue to the respective section designated for this information. PLACING PROGRAM PARTICIPATION OR PRICE/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.**

### TABLE OF CONTENTS

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

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

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

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

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

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

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

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

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

VETERAN-OWNED SMALL BUSINESS (VOSB) PROGRAM TRACKING FORM. Pursuant to Ordinance No. 2013-12-05-0864, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB)

participation. For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form attached to this solicitation. Respondent must complete and return the attached Veteran-Owned Small Business Program Tracking Form with the proposal submitted, as Attachment E.

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

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.

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

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

SIGNATURE PAGE. Respondent must complete, sign and submit the Signature Page found in this RFCSP Attachment K. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the

proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

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

ADDENDA. Sign and submit addenda, if any.

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

## **EVALUATION CRITERIA**

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

Evaluation Criteria:

Experience, Background, Qualifications (25 points)

Proposed Plan (35 points)

Price (20 points)

SBE Prime Contract Program (10 pts)

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

MWBE Prime Contract Program (10 pts)

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

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

M/WBE Subcontracting Program – 15%

Minority and/or Women-Owned Business Enterprise (M/WBE) Subcontracting Program – Subcontract or self-perform at least fifteen percent (15%) of total contract value to SBEDA eligible small M/WBE firms, certified through South Central Texas Regional Certification Agency, headquartered or having a significant business presence within the San Antonio Metropolitan Statistical Area (SAMS). Please see the definition of M/WBE in Exhibit 1

AABE Subcontracting Program – 3%

African American Business Enterprise (AABE) Subcontracting Program - Subcontract or self-perform at least three percent (3%) of total contract value to SBEDA eligible small AABE firms, certified through South Central Texas Regional Certification Agency, headquartered or having a significant business presence within the San Antonio Metropolitan Statistical Area (SAMS). Please see the definition of AABE in Exhibit 1.

## 008 – SUBMISSION OF PROPOSALS

Submission of Proposals. Respondents must submit proposals electronically.

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

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

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

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

### Forms Requiring Signatures.

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

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

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

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

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

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

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

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

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

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

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

### Restrictions on Communication.

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

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

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

Exceptions to the restrictions on communication with City employees include:

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

Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed below on or before March 25, 2022, at 2:00 PM Central Time. 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 SBEDA form(s), if any. The point of contact may be reached by telephone at (210) 207-3922 or by email at [SBEDAdocs@sanantonio.gov](mailto:SBEDAdocs@sanantonio.gov). This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.

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

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

Staff Contact Person:

Japan Shah, Procurement Specialist III  
City of San Antonio, Finance Department, Purchasing Division  
[Japan.Shah@sanantonio.gov](mailto:Japan.Shah@sanantonio.gov)

#### Pre-Submittal Conference.

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

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

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

#### Changes to RFCSP.

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

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

#### Preparation of Proposals.

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

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

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

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

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

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

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

#### Description of Supplies.

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

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

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

Samples, Demonstrations and Pre-award Testing. If requested by City, Respondent shall provide product samples, demonstrations, and/or testing of items proposed to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of a proposal. All samples (including return thereof), demonstrations, and/or testing shall be at Respondent's expense. Samples will be returned upon written request. Requests for return of samples

must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

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

Respondent's Due Diligence.

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

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

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

Interlocal Participation.

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

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

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

Rejection of Proposals.

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

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

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

The proposal is conditional; or

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

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

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

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

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

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

Join by phone: 1-415-655-0001

Meeting number (access code): 177 587 8554

Meeting Password: COSA

#### Evaluation and Award of Contract.

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

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

A written award of acceptance (manifested by a City Ordinance) and Purchase Order furnished to Respondent results in a binding contract without further action by either party. City shall not be liable for any costs, claims, fees, expenses, damages, or lost profits if no Purchase Order is issued.

City reserves the right to utilize historical usage data as a basis for evaluation of proposals when future usages are unable to be determined.

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

#### Inspection of Facilities/Equipment.

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

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

#### Prompt Payment Discount.

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

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

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

#### Prohibited Financial Interest.

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

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

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

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

State of Texas Conflict of Interest.

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

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

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

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

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

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

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

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

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

**009 – AWARD OF CONTRACT AND RESERVATION RIGHTS**

**RESERVED**

## 010 - SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term:

This contract shall begin upon the effective date of the ordinance awarding the contract or October 1, 2022, whichever is later. This contract shall begin upon the date specified in the award letter, if it does not exceed \$50,000. The contract shall terminate on September 30, 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.

### Internal / External Catalog.

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

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

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

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

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

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

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

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

Catalog Updates.

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

Insurance

- 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 City's San Antonio Public Library Department, which shall be clearly labeled "**Annual Contract for Landscaping Services**" 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 have the agent's signature and phone number, and 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 City's San Antonio Public Library 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:

<b>INSURANCE TYPE</b>	<b>LIMITS</b>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Contractors f. Damage to property rented by you g. Environmental Impairment/ Impact – sufficiently broad to cover disposal liability	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.  f. \$200,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.
5. Environmental Insurance (Contractor's Pollution Liability (Claims – made coverage)	\$1,000,000 per occurrence; \$2,000,000 general aggregate for claims associated with hazardous materials, to include spills and mitigation.

- D) Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Respondent herein and provide a certificate of insurance and endorsement that names the Respondent and the CITY as additional insureds. 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 endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Respondent shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

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, cancellation, non-renewal or material change 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, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Respondent'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 Respondent'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 Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.
- I) Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under this Agreement.
- J) It is agreed that Respondent'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 Form
- Attachment A – Part Two – Experience, Background and Qualifications
- Attachment A – Part Three – Proposed Plan
- Attachment B – Price Schedule
- Attachment C – Contracts Disclosure Form
- Attachment D – Litigation Disclosure Form
- Attachment E – Veteran Owned Small Business (VOSB) Preference Program Tracking Form
- Attachment F – Small Business Economic Development Advocacy (SBEDA) Form – Utilization Plan
- Attachment G – Certificate of Interested Parties Form 1295
- Attachment H – Equipment List
- Attachment I – GIS Images
- Attachment J – City Holidays
- Attachment K – Signature Page
- Attachment L – Proposal Checklist

## 011 - GENERAL TERMS & CONDITIONS

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

### Delivery of Goods/Services.

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

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

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

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

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

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

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

### Invoicing and Payment.

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

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

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

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

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

#### Information Required on Invoice.

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

#### Payment by City.

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

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

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

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

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

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

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

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

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

## Termination.

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

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

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

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

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

## INDEMNIFICATION.

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

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

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

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

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

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

#### Records Retention.

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

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

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

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

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

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

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

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

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a

waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

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

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

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

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

**State Prohibitions on Contracts:**

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 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), addendums, attachments, purchase orders, and exhibits, if any, and Respondent's proposal, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. City's solicitation documents shall control over Respondent's proposal in the event of a conflict. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Change Order provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor. Any addendums issued to the final electronically posted online version of this solicitation shall control in the event of**

a conflict therewith. Addendums shall be interpreted in order of the date issued, with those issued most recently taking priority.

## 012 - STANDARD DEFINITION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**013 - RFCSP EXHIBITS**

**RFCSP EXHIBIT 1**

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

**ATTACHED AS A SEPARATE DOCUMENT.**

014 - ATTACHMENTS

RFCSP ATTACHMENT A, PART ONE

GENERAL INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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: \_\_\_\_\_

(NOTE: This RFCSP solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

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

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

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

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

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

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

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

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

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

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

List Related Companies:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**11. Previous Contracts:**

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

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

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

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

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

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

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

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## REFERENCES

**Provide three (3) reference letters from three (3) separate organizations/companies/firms, that the Respondent has provided services to within the past three (3) years.** The contact person named on the reference letter should be familiar with the day-to-day management of the contract and would be able to provide type, level, and quality of services performed. In addition, please provide the contact information below of the references you have submitted.

### Reference No. 1:

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

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

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

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

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

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

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

\_\_\_\_\_

### Reference No. 2:

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

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

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

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

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

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

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

\_\_\_\_\_

### Reference No. 3:

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

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

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

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

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

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

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

\_\_\_\_\_

## RFCSP ATTACHMENT A, PART TWO

### EXPERIENCE, BACKGROUND, QUALIFICATIONS

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

1. Minimum Requirement
  - a. Respondent must possess equipment identified in Attachment H at the time of proposal submission or provide a plan describing how contractor will obtain the equipment by the contract start date.
  - b. Respondent must have a current Commercial Applicator License issued by the Texas Department of Agriculture to engage in the application of herbicides and pest control products.
  - c. Respondent shall maintain a current State of Texas license to engage in the performance of irrigation system installation, maintenance or repairs, unless exempt pursuant to Texas Occupations Code §1903.002. Contractor must be licensed at the time of proposal submission. Submit a copy of the license with your proposal. If you are exempt, indicate the basis for your exemption in your proposal.
2. Describe respondent company and experience as it relates to the following
  - d. History of successful the company (to include number of years in business);
  - e. History of company operations over the past three years.
  - f. History of lawn service contracts, facilities or organizations, address, phone numbers, points of contact, length of contracts, and which contracts, if any, were terminated for cause or convenience.
3. Describe respondent's experience relevant to the Scope of Services requested by this RFCSP. List and Describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.
4. Describe respondent's specific experience with public entities clients, especially large municipalities. If respondent has provided services for the City in the past, identify the name of the project and the department for which respondent provided those services.
5. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
6. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past.
  - a. Indicate whether Respondent's proposed subcontractors or Joint Venture team members have ever been terminated from a contractor prior to project completion within the past four (4) years. If yes, provide the firm name and a brief explanation.
  - b. Indicate whether Respondent's proposed subcontractor(s) or Joint Venture team members have ever failed to receive an agreement extension or award for eligible phase work within the past four (4) years. If yes, provide the firm name and a brief explanation.
7. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.
8. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
9. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

## RFCSP ATTACHMENT A, PART THREE

### PROPOSED PLAN

Prepare and submit the following items. Provide response below each item. Restate the question when providing the response.

Landscape Services Plan – Prepare and submit narrative responses to address the following items:

1. Ramp Up Plan: Describe how you will ramp up to meet the City's Landscaping service requirements to implement contract upon award. Provide information such as badging and staffing, availability of equipment and any equipment to be acquired to perform the scope of services. Indicate what the timeframes are for respondents to be able to mobilize on October 1, 2022.
2. Staffing Plan – Describe your staffing plan for providing mowing services at the locations to be serviced by this contract. Provide a weekly staffing schedule which shows the mowing schedule.
3. Irrigation Repairs – Describe how you will identify all pre-existing issues with the irrigation systems and a timeline and repair schedule, within 45 days from October 1, 2022.
4. Provide an organizational chart showing how you propose to staff the project. For each position reflected on the organizational chart, provide the following information for individual(s) assigned to each position.
  - a. Describe the number of Crew Leaders, and /or Project Manager(s), and laborers that will be assigned to the contract. Indicate the proposed time frame for performing mowing services at each location, (i.e. between the 8:00 a.m. to 5:00 P.M. Monday – Friday; all day, etc.
  - b. Site: Provide the address of the facility which you will use for this project. Describe your current capacity to serve the contractual duties of this contract as well as additional capacity that you will need as a result of this contract. If additional resources are needed, describe your plan for acquiring these resources. Pictures or lists of equipment/resources readily available to perform required services may be used to expand or clarify.
  - c. Equipment: Provide plan to obtain additional equipment (if needed).
  - d. Provide plan maintenance schedule for equipment to be used to perform services for this contract (frequency, procedures, etc.)
5. Quality Assurance/Quality Control (QA/QC) Plan – Describe your current QA/QC to include procedures and personnel utilized for quality control, problem resolution, self-assessment, interaction with City, and control of subcontractors' performance, if any. Explain how your current procedures meet the needs of your current customers. Provide copy of QA/QC Plan with proposal response.
6. Environmental Standards/Practices – Describe how you intend to utilize environmentally (green) products. Describe alternatives to the use of gas-powered machines on air quality days.
7. Customer Service Plan – Describe your customer service plan and discuss lines of communication and interaction with City customers, including City Staff and others.
8. Training Plan – Describe training and instruction programs that you will provide to staff assigned to perform this City contract. Provide a copy with proposal response.
9. Safety Plan – Describe how you will implement a Safety Plan for the Contract. Provide a copy of Safety Plan with Proposal response. Describe how you will furnish signs and traffic controls in accordance with the Texas Manual on Uniform Traffic.
10. Wages and Benefits Plan – Indicate the range of wages that you have established for the Manager, Crew Leader(s) and Laborer classifications. Provide minimum qualifications and information regarding what factors determines starting wages and subsequent increases. Indicate what benefits (e.g., retirement, medical, dental, vision, life insurance, disability insurance, wellness, leave and holidays, skills pay, tuition assistance, employee assistance program, etc.) will be provided to these job classifications and provide a cost per employee related to

these benefits. Indicate what amount and percent of the costs are paid by you and what amount and percent are paid by the employee for each individual benefit. (Use charts to make this information clear.) Indicate if the benefits provided to these job classes are the same, and at the same cost, as benefits provided or made available to other job classifications in your company.

## RFCSP ATTACHMENT B

### PRICE SCHEDULE

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.**

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

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.

#### **Zone 1 – Locations 1 - 10: Landscaping without Irrigation**

<b>Location 1</b> ➤ Collins Garden Branch Library – <b>0.28 Acres</b> ➤ Address – 200 Park N.					
Item 1	Required Items	Estimated Annual Quantity (A)	Unit of Measure	Price per Unit of Measure (B)	Extended Price (Quantity X Unit Price) (C) (A x B = C)
a	Landscaping Turf Mowing Services	21	Cycle	\$	\$

<b>Location 2</b> ➤ Forest Hills Branch Library – <b>0.39 Acres</b> ➤ Address – 5245 Ingram Road					
Item 2	Required Items	Estimated Annual Quantity (A)	Unit of Measure	Price per Unit of Measure (B)	Extended Price (Quantity X Unit Price) (C) (A x B = C)
a	Landscaping Turf Mowing Services	21	Cycle	\$	\$

<b>Location 3</b> ➤ Johnston Branch Library – <b>0.93 Acres</b> ➤ Address - 6307 Sun Valley					
Item 3	Required Items	Estimated Annual Quantity (A)	Unit of Measure	Price per Unit of Measure (B)	Extended Price (Quantity X Unit Price) (C) (A x B = C)
a	Landscaping Turf Mowing Services	21	Cycle	\$	\$

**Location 4**

- McCreless Branch Library – **0.19 Acres**
- Address – 1023 Ada

Item 4	Required Items	Estimated Annual Quantity  (A)	Unit of Measure	Price per Unit of Measure (B)	Extended Price (Quantity X Unit Price) (C)  (A x B = C)
a	Landscaping Turf Mowing Services	21	Cycle	\$	\$

**Location 5**

- Memorial Branch Library – **0.86 Acres**
- Address – 3222 Culebra

Item 5	Required Items	Estimated Annual Quantity  (A)	Unit of Measure	Price per Unit of Measure (B)	Extended Price (Quantity X Unit Price) (C)  (A x B = C)
a	Landscaping Turf Mowing Services	21	Cycle	\$	\$

**Location 6**

- Pan American Branch Library – **0.12 Acres**
- Address – 1122 Pyron Avenue W

Item 6	Required Items	Estimated Annual Quantity  (A)	Unit of Measure	Price per Unit of Measure (B)	Extended Price (Quantity X Unit Price) (C)  (A x B = C)
a	Landscaping Turf Mowing Services	21	Cycle	\$	\$

**Location 7**

- San Pedro Branch Library – **0.93 Acres**
- Address – 1315 San Pedro

Item 7	Required Items	Estimated Annual Quantity  (A)	Unit of Measure	Price per Unit of Measure (B)	Extended Price (Quantity X Unit Price) (C)  (A x B = C)
a	Landscaping Turf Mowing Services	21	Cycle	\$	\$

**Location 8**

- Tobin @ Oakwell Branch Library – **0.63 Acres**
- Address – 4134 Harry Wurzbach

Item 8	Required Items	Estimated Annual Quantity  (A)	Unit of Measure	Price per Unit of Measure (B)	Extended Price (Quantity X Unit Price) (C)  (A x B = C)
a	Landscaping Turf Mowing Services	21	Cycle	\$	\$

**Location 9**

- Brook Hollow Branch Library – **0.34 Acres**
- Address – 530 Heimer

Item 9	Required Items	Estimated Annual Quantity  (A)	Unit of Measure	Price per Unit of Measure (B)	Extended Price (Quantity X Unit Price) (C)  (A x B = C)
a	Landscaping Turf Mowing Services	21	Cycle	\$	\$

**Location 10**

- Additional landscaping location(s)

Item 10	Required Items	Unit of Measure	Price per unit of measure
a	Landscaping Turf Mowing Services (per acre per cycle)	Acre/Cycle	\$

**Zone 2 – Locations 11 – 29: Landscaping with Irrigation****Location 11**

- Schaefer Library – **3 Acres**
- Address – 6322 US Hwy 87E, San Antonio, TX 78222
- 25 Zones

Item 11	Required Items	Estimated Annual Quantity  (A)	Unit of Measure	Price per Unit of Measure (B)	Extended Price (Quantity X Unit Price) ©  (A x B = C)
a	Landscaping Turf Mowing Services	21	Cycle	\$	\$
b	Irrigation System – Monthly preventive maintenance (includes the cost of minor repairs and adjustments and associated necessary and appropriate parts)	12	Month	\$	\$
c	Annual Irrigation System Inspection	1	Each	\$	\$
d	Irrigation Spring Start up Inspection	1	Each	\$	\$
e	Major Repairs – Labor Regular Time (Monday – Friday, 7:00 AM – 5:00 PM)	8	Hour	\$	\$
f	Major Repairs – Labor Overtime (Monday – Friday, 5:01 PM – 6:59 AM, all day Saturday and Sunday, City-recognized holidays)	5	Hour	\$	\$

**Location 12**

- Westfall Branch Library – **0.38 Acres**
- Address – 6111 Rosedale Ct
- **3 Zones – Kwik Dial Manufacturer**

Item 12	Required Items	Estimated Annual Quantity  (A)	Unit of Measure	Price per Unit of Measure (B)	Extended Price (Quantity X Unit Price) ©  (A x B = C)
a	Landscaping Turf Mowing Services	21	Cycle	\$	\$
b	Irrigation System – Monthly preventive maintenance (includes the cost of minor repairs and adjustments and associated necessary and appropriate parts)	12	Month	\$	\$
c	Annual Irrigation System Inspection	1	Each	\$	\$
d	Irrigation Spring Start up Inspection	1	Each	\$	\$
e	Major Repairs – Labor Regular Time (Monday – Friday, 7:00 AM – 5:00 PM)	8	Hour	\$	\$
f	Major Repairs – Labor Overtime (Monday – Friday, 5:01 PM – 6:59 AM, all day Saturday and Sunday, City-recognized holidays)	5	Hour	\$	\$

**Location 13**

- Encino Branch Library – **3.35 Acres**
- Address – 2515 E. Evans Road
- **22 Zones - Hunter Manufacturer**

Item 13	Required Items	Estimated Annual Quantity  (A)	Unit of Measure	Price per Unit of Measure (B)	Extended Price (Quantity X Unit Price) © (A x B = C)
a	Landscaping Turf Mowing Services	21	Cycle	\$	\$
b	Irrigation System – Monthly preventive maintenance (includes the cost of minor repairs and adjustments and associated necessary and appropriate parts)	12	Month	\$	\$
c	Annual Irrigation System Inspection	1	Each	\$	\$
d	Irrigation Spring Start up Inspection	1	Each	\$	\$
e	Major Repairs – Labor Regular Time (Monday – Friday, 7:00 AM – 5:00 PM)	8	Hour	\$	\$
f	Major Repairs – Labor Overtime (Monday – Friday, 5:01 PM – 6:59 AM, all day Saturday and Sunday, City-recognized holidays)	5	Hour	\$	\$

**Location 14**

- Bazan Branch Library – **0.36 Acres**
- Address – 2200 Commerce St W
- **9 Zones - Weathermatic Manufacturer**

Item 14	Required Items	Estimated Annual Quantity  (A)	Unit of Measure	Price per Unit of Measure (B)	Extended Price (Quantity X Unit Price) (C)  (A x B = C)
a	Landscaping Turf Mowing Services	21	Cycle	\$	\$
b	Irrigation System – Monthly preventive maintenance (includes the cost of minor repairs and adjustments and associated necessary and appropriate parts)	12	Month	\$	\$
c	Annual Irrigation System Inspection	1	Each	\$	\$
d	Irrigation Spring Start up Inspection	1	Each	\$	\$
e	Major Repairs – Labor Regular Time (Monday – Friday, 7:00 AM – 5:00 PM)	8	Hour	\$	\$
f	Major Repairs – Labor Overtime (Monday – Friday, 5:01 PM – 6:59 AM, all day Saturday and Sunday, City-recognized holidays)	5	Hour	\$	\$

**Location 15**

- Carver Branch Library – **0.72 Acres**
- Address – 3350 Commerce St. E.
- **15 Zones – Rain Bird** Manufacturer

Item 15	Required Items	Estimated Annual Quantity  (A)	Unit of Measure	Price per Unit of Measure (B)	Extended Price (Quantity X Unit Price) (C)  (A x B = C)
a	Landscaping Turf Mowing Services	21	Cycle	\$	\$
b	Irrigation System – Monthly preventive maintenance (includes the cost of minor repairs and adjustments and associated necessary and appropriate parts)	12	Month	\$	\$
c	Annual Irrigation System Inspection	1	Each	\$	\$
d	Irrigation Spring Start up Inspection	1	Each	\$	\$
e	Major Repairs – Labor Regular Time (Monday – Friday, 7:00 AM – 5:00 PM)	8	Hour	\$	\$
f	Major Repairs – Labor Overtime (Monday – Friday, 5:01 PM – 6:59 AM, all day Saturday and Sunday, City-recognized holidays)	5	Hour	\$	\$

**Location 16**➤ Central Library – **0.25 Acres**

➤ Address – 600 Soledad

**17 Zones - Hunter Manufacturer**

Item 16	Required Items	Estimated Annual Quantity  (A)	Unit of Measure	Price per Unit of Measure (B)	Extended Price (Quantity X Unit Price) (C)  (A x B = C)
a	Landscaping Turf Mowing Services	21	Cycle	\$	\$
b	Irrigation System – Monthly preventive maintenance (includes the cost of minor repairs and adjustments and associated necessary and appropriate parts)	12	Month	\$	\$
c	Annual Irrigation System Inspection	1	Each	\$	\$
d	Irrigation Spring Start up Inspection	1	Each	\$	\$
e	Major Repairs – Labor Regular Time (Monday – Friday, 7:00 AM – 5:00 PM)	8	Hour	\$	\$
f	Major Repairs – Labor Overtime (Monday – Friday, 5:01 PM – 6:59 AM, all day Saturday and Sunday, City-recognized holidays)	5	Hour	\$	\$

**Location 17**

- Cody Branch Library – **0.14 Acres**
- Address – 11441 Vance Jackson
- **10 Zones - Rain Bird Manufacturer**

Item 17	Required Items	Estimated Annual Quantity  (A)	Unit of Measure	Price per Unit of Measure (B)	Extended Price (Quantity X Unit Price) (C)  (A x B = C)
a	Landscaping Turf Mowing Services	21	Cycle	\$	\$
b	Irrigation System – Monthly preventive maintenance (includes the cost of minor repairs and adjustments and associated necessary and appropriate parts)	12	Month	\$	\$
c	Annual Irrigation System Inspection	1	Each	\$	\$
d	Irrigation Spring Start up Inspection	1	Each	\$	\$
e	Major Repairs – Labor Regular Time (Monday – Friday, 7:00 AM – 5:00 PM)	8	Hour	\$	\$
f	Major Repairs – Labor Overtime (Monday – Friday, 5:01 PM – 6:59 AM, all day Saturday and Sunday, City-recognized holidays)	5	Hour	\$	\$

**Location 18**

- Cortez Branch Library – **1.08 Acres**
- Address – 2803 Hunter
- **9 Zones - Hunter Manufacturer**

Item 18	Required Items	Estimated Annual Quantity  (A)	Unit of Measure	Price per Unit of Measure (B)	Extended Price (Quantity X Unit Price) (C)  (A x B = C)
a	Landscaping Turf Mowing Services	21	Cycle	\$	\$
b	Irrigation System – Monthly preventive maintenance (includes the cost of minor repairs and adjustments and associated necessary and appropriate parts)	12	Month	\$	\$
c	Annual Irrigation System Inspection	1	Each	\$	\$
d	Irrigation Spring Start up Inspection	1	Each	\$	\$
e	Major Repairs – Labor Regular Time (Monday – Friday, 7:00 AM – 5:00 PM)	8	Hour	\$	\$
f	Major Repairs – Labor Overtime (Monday – Friday, 5:01 PM – 6:59 AM, all day Saturday and Sunday, City-recognized holidays)	5	Hour	\$	\$

**Location 19**

- Great Northwest Branch Library – **0.66 Acres**
- Address – 9050 Wellwood
- **12 Zones - Weathermatic Manufacturer**

Item 19	Required Items	Estimated Annual Quantity  (A)	Unit of Measure	Price per Unit of Measure (B)	Extended Price (Quantity X Unit Price) (C)  (A x B = C)
a	Landscaping Turf Mowing Services	21	Cycle	\$	\$
b	Irrigation System – Monthly preventive maintenance (includes the cost of minor repairs and adjustments and associated necessary and appropriate parts)	12	Month	\$	\$
c	Annual Irrigation System Inspection	1	Each	\$	\$
d	Irrigation Spring Start up Inspection	1	Each	\$	\$
e	Major Repairs – Labor Regular Time (Monday – Friday, 7:00 AM – 5:00 PM)	8	Hour	\$	\$
f	Major Repairs – Labor Overtime (Monday – Friday, 5:01 PM – 6:59 AM, all day Saturday and Sunday, City-recognized holidays)	5	Hour	\$	\$

**Location 20**

- Guerra Branch Library – **1.21 Acres**
- Address – 7978 Military Dr. W
- **24 Zones - Hunter** Manufacturer

Item 20	Required Items	Estimated Annual Quantity  (A)	Unit of Measure	Price per Unit of Measure (B)	Extended Price (Quantity X Unit Price) (C)  (A x B = C)
a	Landscaping Turf Mowing Services	21	Cycle	\$	\$
b	Irrigation System – Monthly preventive maintenance (includes the cost of minor repairs and adjustments and associated necessary and appropriate parts)	12	Month	\$	\$
c	Annual Irrigation System Inspection	1	Each	\$	\$
d	Irrigation Spring Start up Inspection	1	Each	\$	\$
e	Major Repairs – Labor Regular Time (Monday – Friday, 7:00 AM – 5:00 PM)	8	Hour	\$	\$
f	Major Repairs – Labor Overtime (Monday – Friday, 5:01 PM – 6:59 AM, all day Saturday and Sunday, City-recognized holidays)	5	Hour	\$	\$

**Location 21**

- Igo Branch Library – **8.01 Acres**
- Address – 13330 Kyle Seale Pkwy
- **2 Zones - Hunter** Manufacturer

Item 21	Required Items	Estimated Annual Quantity  (A)	Unit of Measure	Price per Unit of Measure (B)	Extended Price (Quantity X Unit Price) (C)  (A x B = C)
a	Landscaping Turf Mowing Services	21	Cycle	\$	\$
b	Irrigation System – Monthly preventive maintenance (includes the cost of minor repairs and adjustments and associated necessary and appropriate parts)	12	Month	\$	\$
c	Annual Irrigation System Inspection	1	Each	\$	\$
d	Irrigation Spring Start up Inspection	1	Each	\$	\$
e	Major Repairs – Labor Regular Time (Monday – Friday, 7:00 AM – 5:00 PM)	8	Hour	\$	\$
f	Major Repairs – Labor Overtime (Monday – Friday, 5:01 PM – 6:59 AM, all day Saturday and Sunday, City-recognized holidays)	5	Hour	\$	\$

**Location 22**

- Las Palmas Branch Library – **0.61 Acres**
- Address – 515 Castroville Road
- 8 Zones - Weathermatic Manufacturer**

Item 22	Required Items	Estimated Annual Quantity  (A)	Unit of Measure	Price per Unit of Measure (B)	Extended Price (Quantity X Unit Price) (C)  (A x B = C)
a	Landscaping Turf Mowing Services	21	Cycle	\$	\$
b	Irrigation System – Monthly preventive maintenance (includes the cost of minor repairs and adjustments and associated necessary and appropriate parts)	12	Month	\$	\$
c	Annual Irrigation System Inspection	1	Each	\$	\$
d	Irrigation Spring Start up Inspection	1	Each	\$	\$
e	Major Repairs – Labor Regular Time (Monday – Friday, 7:00 AM – 5:00 PM)	8	Hour	\$	\$
f	Major Repairs – Labor Overtime (Monday – Friday, 5:01 PM – 6:59 AM, all day Saturday and Sunday, City-recognized holidays)	5	Hour	\$	\$

**Location 23**

- Maverick Branch Library – **4.92 Acres**
- Address – 8700 Mystic Park
- **13 Zones – Weathermatic Manufacturer**

Item 23	Required Items	Estimated Annual Quantity  (A)	Unit of Measure	Price per Unit of Measure (B)	Extended Price (Quantity X Unit Price) (C)  (A x B = C)
a	Landscaping Turf Mowing Services	21	Cycle	\$	\$
b	Irrigation System – Monthly preventive maintenance (includes the cost of minor repairs and adjustments and associated necessary and appropriate parts)	12	Month	\$	\$
c	Annual Irrigation System Inspection	1	Each	\$	\$
d	Irrigation Spring Start up Inspection	1	Each	\$	\$
e	Major Repairs – Labor Regular Time (Monday – Friday, 7:00 AM – 5:00 PM)	8	Hour	\$	\$
f	Major Repairs – Labor Overtime (Monday – Friday, 5:01 PM – 6:59 AM, all day Saturday and Sunday, City-recognized holidays)	5	Hour	\$	\$

**Location 24**

- Mission Branch Library (to include open field mowing & chlorination) – **16.9 Acres**
- Planter Boxes – **0.19 Acres**
- Address – 3134 Roosevelt Avenue
- **30 Zones - Hunter Manufacturer**

Item 24	Required Items	Estimated Annual Quantity  (A)	Unit of Measure	Price per Unit of Measure (B)	Extended Price (Quantity X Unit Price) (C)  (A x B = C)
a	Landscaping Turf Mowing Services	21	Cycle	\$	\$
b	Irrigation System – Monthly preventive maintenance (includes the cost of minor repairs and adjustments and associated necessary and appropriate parts)	12	Month	\$	\$
c	Annual Irrigation System Inspection	1	Each	\$	\$
d	Irrigation Spring Start up Inspection	1	Each	\$	\$
e	Chlorination Testing	21	Cycle	\$	\$
f	Planter Maintenance (Total of 19 Planters) One Cycle = service for 19 planters	21	Cycle	\$	\$
g	Major Repairs – Labor Regular Time (Monday – Friday, 7:00 AM - 5:00 PM)	8	Hour	\$	\$
h	Major Repairs – Labor Overtime (Monday – Friday, 5:01 PM – 6:59 AM, all day Saturday and Sunday, City-recognized holidays)	5	Hour	\$	\$

**Location 25**

- Parman Branch Library – **7.59 Acres**
- Address – 20735 Wilderness Oak
- **16 Zones - Weathermatic Manufacturer**

Item 25	Required Items	Estimated Annual Quantity  (A)	Unit of Measure	Price per Unit of Measure (B)	Extended Price (Quantity X Unit Price) (C)  (A x B = C)
a	Landscaping Turf Mowing Services	21	Cycle	\$	\$
b	Irrigation System – Monthly preventive maintenance (includes the cost of minor repairs and adjustments and associated necessary and appropriate parts)	12	Month	\$	\$
c	Annual Irrigation System Inspection	1	Each	\$	\$
d	Irrigation Spring Start up Inspection	1	Each	\$	\$
e	Major Repairs – Labor Regular Time (Monday – Friday, 7:00 AM - 5:00 PM)	8	Hour	\$	\$
f	Major Repairs – Labor Overtime (Monday – Friday, 5:01 PM – 6:59 AM, all day Saturday and Sunday, City-recognized holidays)	5	Hour	\$	\$

**Location 26**

- Semmes Branch Library – **3.02 Acres**
- Address – 15060 Judson Road
- **19 Zones - Rain Bird** Manufacturer

Item 26	Required Items	Estimated Annual Quantity  (A)	Unit of Measure	Price per Unit of Measure (B)	Extended Price (Quantity X Unit Price) (C)  (A x B = C)
a	Landscaping Turf Mowing Services	21	Cycle	\$	\$
b	Irrigation System – Monthly preventive maintenance (includes the cost of minor repairs and adjustments and associated necessary and appropriate parts)	12	Month	\$	\$
c	Annual Irrigation System Inspection	1	Each	\$	\$
d	Irrigation Spring Start up Inspection	1	Each	\$	\$
e	Major Repairs – Labor Regular Time (Monday – Friday, 7:00 AM - 5:00 PM)	8	Hour	\$	\$
f	Major Repairs – Labor Overtime (Monday – Friday, 5:01 PM – 6:59 AM, all day Saturday and Sunday, City-recognized holidays)	5	Hour	\$	\$

**Location 27**

- Thousand Oaks Branch Library – **0.83 Acres**
- Address – 4618 Thousand Oaks
- **9 Zones – Kwik Dial Manufacturer**

Item 27	Required Items	Estimated Annual Quantity  (A)	Unit of Measure	Price per Unit of Measure (B)	Extended Price (Quantity X Unit Price) (C)  (A x B = C)
a	Landscaping Turf Mowing Services	21	Cycle	\$	\$
b	Irrigation System – Monthly preventive maintenance (includes the cost of minor repairs and adjustments and associated necessary and appropriate parts)	12	Month	\$	\$
c	Annual Irrigation System Inspection	1	Each	\$	\$
d	Irrigation Spring Start up Inspection	1	Each	\$	\$
e	Major Repairs – Labor Regular Time (Monday – Friday, 7:00 AM - 5:00 PM)	8	Hour	\$	\$
f	Major Repairs – Labor Overtime (Monday – Friday, 5:01 PM – 6:59 AM, all day Saturday and Sunday, City-recognized holidays)	5	Hour	\$	\$

**Location 28**

- Mission Marquee Plaza – **3.75 Acres** – (Off cycle mowing)
- Planter Boxes – **0.19 Acres**
- Address – 3100 Roosevelt Ave.
- **27 Zones - Hunter Manufacturer**

Item 28	Required Items	Estimated Annual Quantity  (A)	Unit of Measure	Price per Unit of Measure (B)	Extended Price (Quantity X Unit Price) (C)  (A x B = C)
a	Landscaping Turf Mowing Services (on-call basis)	8	Cycle	\$	\$
b	Irrigation System – Monthly preventive maintenance (includes the cost of minor repairs and adjustments and associated necessary and appropriate parts)	12	Month	\$	\$
c	Annual Irrigation System Inspection	1	Each	\$	\$
d	Irrigation Spring Start up Inspection	1	Each	\$	\$
e	Planter Maintenance (Total of 46 Planters) One Cycle = service for 46 planters	21	Cycle	\$	\$
f	Additional Landscaping Turf Mowing Services One Cycle = 7 mowing services (April – November)	7	Cycle	\$	\$
g	Major Repairs – Labor Regular Time (Monday – Friday, 7:00 AM - 5:00 PM)	8	Hour	\$	\$
h	Major Repairs – Labor Overtime (Monday – Friday, 5:01 PM – 6:59 AM, all day Saturday and Sunday, City-recognized holidays)	5	Hour	\$	\$

**Location 29**

➤ Additional landscaping location(s) with irrigation (Zone 2)

Item 29	Required Items	Unit of Measure	Price per unit of measure
a	Landscaping Turf Mowing Services (per acre per cycle)	Acre/Cycle	\$
b	Irrigation System – Monthly preventive maintenance (includes the cost of minor repairs and adjustments and associated necessary and appropriate parts) <b>Monthly price per zone</b>	Per Zone/Month	\$
c	Annual Irrigation System Inspection	Per Zone	\$
d	Irrigation Spring Start up Inspection	Per Zone	\$
e	Major Repairs – Labor Regular Time (Monday – Friday, 7:00 AM - 5:00 PM)	Hour	\$
f	Major Repairs – Labor Overtime (Monday – Friday, 5:01 PM – 6:59 AM, all day Saturday and Sunday, City-recognized holidays)	Hour	\$

**Additional Services (Zone 1):**

Item	Required Items	Unit of Measure	Price per unit of measure
a	Staking/Leaning Trees	EA	\$
b	Gator Bag Replenishment	EA	\$
c	Bedding Plant Planting (3-gallon plant)	EA	\$
d	One Time Mulch Replacement	Bag	\$
e	Fertilization	Sq Ft	\$

**Additional Services (Zone 2):**

Item	Required Items	Unit of Measure	Price per unit of measure
a	Staking/Leaning Trees	EA	\$
b	Gator Bag Replenishment	EA	\$
c	Bedding Plant Planting (3-gallon plant)	EA	\$
d	One Time Mulch Replacement	Bag	\$
e	Fertilization	Sq Ft	\$

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

## RFCSP ATTACHMENT C

### CONTRACTS DISCLOSURE FORM

The Contracts Disclosure Form may be downloaded at:

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

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

**RFCSP ATTACHMENT D**

**LITIGATION DISCLOSURE FORM**

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

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

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

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

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

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

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

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

**RFCSP ATTACHMENT E**

**VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM TRACKING FORM**

**ATTACHED AS A SEPARATE DOCUMENT.**

**RFCSP ATTACHMENT F**

**SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN**

**ATTACHED AS A SEPARATE DOCUMENT.**

## RFCSP ATTACHMENT G

### CERTIFICATE OF INTERESTED PARTIES (Form 1295)

Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, 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 and sign your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide the contract number, provide the RFCSP number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234).**

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

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

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

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

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

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

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

**RFCSP ATTACHMENT H**  
**EQUIPMENT LIST**  
**ATTACHED AS A SEPARATE DOCUMENT**

**RFCSP ATTACHMENT I**  
**GIS IMAGES**  
**ATTACHED AS A SEPARATE DOCUMENT**

**RFCSP ATTACHMENT J**  
**CITY HOLIDAYS**  
**ATTACHED AS A SEPARATE DOCUMENT**

## RFCSP ATTACHMENT K

### SIGNATURE PAGE

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <http://www.sanantonio.gov/purchasing/> or the direct link at: <http://www.sanantonio.gov/purchasing/saeps.aspx>

By submitting a proposal Respondent represents that:

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

**IF AWARDED A CONTRACT IN RESPONSE TO THIS RFCSP, RESPONDENT CERTIFIES THAT IT IS ABLE AND WILLING TO COMPLY WITH THE (A) VENUE, JURISDICTION AND ARBITRATION, (B) INSURANCE AND (C) INDEMNIFICATION REQUIREMENTS SET OUT IN THE TERMS & CONDITIONS OF THIS AGREEMENT. A FAILURE TO COMPLY WITH THE (A) VENUE, JURISDICTION AND ARBITRATION, (B) INSURANCE AND (C) INDEMNIFICATION REQUIREMENTS OF THIS RFCSP WILL RESULT IN REJECTION OF THE PROPOSAL. RESPONDENT UNDERSTANDS AND AGREES THAT THE TERMS CONTAINED IN THIS RFCSP ARE PART OF THE FINAL CONTRACT AND PREVAIL OVER ANY CONFLICTING TERMS IN ANY DOCUMENT FURNISHED BY RESPONDENT, EVEN IF NOT EXPRESSLY PROVIDED IN THE BODY OF THE CONTRACT.**

If awarded a contract in response to this RFCSP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the Respondent Questionnaire form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S)he is authorized to submit this proposal on behalf of the entity.

By submitting a proposal Respondent acknowledges that:

**Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions.** I acknowledge that the contract to be awarded pursuant to this RFCSP has been designated a "high-profile" contract. I have read and understand the provisions regarding high profile contracts that appear on the cover page of this RFCSP.

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 Entity Name

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

\_\_\_\_\_  
Co-Respondent Entity Name

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

When submitting your proposal electronically, through City's portal, Co-Respondent must also log in using Co-Respondent's log-on ID and password, and submit a letter indicating that Co-Respondent is a party to Respondent's proposal and agrees to these representations and those made in Respondent's proposal. While Co-Respondent does not have to submit a copy of Respondent's proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

\_\_\_\_\_  
Co-Respondent Entity Name

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

## RFCSP ATTACHMENT L

### PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and Three (3) Reference Letters RFCSP Attachment A Part One	
Experience, Background & Qualifications RFCSP Attachment A Part Two	
Proposed Plan RFCSP Attachment A Part Three	
Price Schedule RFCSP Attachment B	
+Contracts Disclosure form RFCSP Attachment C	
Litigation Disclosure Form RFCSP Attachment D	
+ Veteran-Owned Small Business Program Tracking Form RFCSP Attachment E	
+ Subcontractor/Supplier Utilization Plan RFCSP Attachment F	
+Certificate of Interested Parties (Form 1295) RFCSP Attachment G	
Proof of Insurability Insurance Provider's Letter AND Copy of Current Certificate of Insurance	
Financial Information	
+Signature Page RFCSP Attachment K	
Proposal Checklist RFCSP Attachment L	
+ Addendum, if any	
One <b><u>COMPLETE</u></b> electronic copy	

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

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

## RFCSP ATTACHMENT K

### SIGNATURE PAGE

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <http://www.sanantonio.gov/purchasing/> or the direct link at: <http://www.sanantonio.gov/purchasing/saeps.aspx>

By submitting a proposal Respondent represents that:

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

**IF AWARDED A CONTRACT IN RESPONSE TO THIS RFCSP, RESPONDENT CERTIFIES THAT IT IS ABLE AND WILLING TO COMPLY WITH THE (A) VENUE, JURISDICTION AND ARBITRATION, (B) INSURANCE AND (C) INDEMNIFICATION REQUIREMENTS SET OUT IN THE TERMS & CONDITIONS OF THIS AGREEMENT. A FAILURE TO COMPLY WITH THE (A) VENUE, JURISDICTION AND ARBITRATION, (B) INSURANCE AND (C) INDEMNIFICATION REQUIREMENTS OF THIS RFCSP WILL RESULT IN REJECTION OF THE PROPOSAL. RESPONDENT UNDERSTANDS AND AGREES THAT THE TERMS CONTAINED IN THIS RFCSP ARE PART OF THE FINAL CONTRACT AND PREVAIL OVER ANY CONFLICTING TERMS IN ANY DOCUMENT FURNISHED BY RESPONDENT, EVEN IF NOT EXPRESSLY PROVIDED IN THE BODY OF THE CONTRACT.**

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Respondent agrees to fully and truthfully submit the Respondent Questionnaire form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S)he is authorized to submit this proposal on behalf of the entity.

By submitting a proposal Respondent acknowledges that:

**Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions.** I acknowledge that the contract to be awarded pursuant to this RFCSP has been designated a "high-profile" contract. I have read and understand the provisions regarding high profile contracts that appear on the cover page of this RFCSP.

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.

Goodwill Industries of San Antonio - Business Services

Respondent Entity Name

Signature: 

Printed Name: Mark McKeever

Title: President & COO

Email Address: mmckeever@goodwillsa.org

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

N/A

Co-Respondent Entity Name \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

When submitting your proposal electronically, through City's portal, Co-Respondent must also log in using Co-Respondent's log-on ID and password, and submit a letter indicating that Co-Respondent is a party to Respondent's proposal and agrees to these representations and those made in Respondent's proposal. While Co-Respondent does not have to submit a copy of Respondent's proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

N/A

Co-Respondent Entity Name \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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