



CITY OF SAN ANTONIO
FINANCE DEPARTMENT, PURCHASING DIVISION

REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")
NO.: **6100015987; 22-129**

ANNUAL CONTRACT FOR COUNTERTOP MANUFACTURE, REMOVAL, &
REPLACEMENT

Date Issued: **August 31, 2022**

**PROPOSALS MUST BE RECEIVED NO LATER THAN:
2:00 PM, CENTRAL TIME, NOVEMBER 21, 2022.**

Proposals may be submitted by the following means:
Electronic submission through the portal

Response submissions will only be accepted electronically

Proposal Due Date: 2:00 p.m., Central Time, November 21, 2022

RFCSP No.: 6100015987; 22-129

Respondent's Name and Address

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: Yes DBE / ACDBE Requirements: None

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

Pre-Proposal Conference * YES

*If YES, the Pre-Proposal conference will be held on September 7, 2022, at 11:00 A.M. Central Time via conference call. Respondents may call the toll-free number listed below and enter access code to participate the day of the conference.

Dial-In Number: 1-415-655-0001
Access Code: 2462 864 8732
Meeting Password: 6100015987

2nd Pre-Submittal Conference will be held on September 15, 2022 at 9:00 a.m., Central Time via conference call.
Respondents may call the toll-free number listed below and enter the access code to participate the day of the conference.

Dial -In Number: 1-415-655-0001
Access Code: 2454 486 6447
Meeting Password: 6100015987

Staff Contact Person: STEPHANIE NOUMAN, PROCUREMENT SPECIALIST III
Email: stephanie.nouman@sanantonio.gov

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

RESTRICTIONS ON COMMUNICATIONS

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

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

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

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

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PART A

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 RFCSP or proposal from the time the RFCSP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an "A" session; and 2) City employees from the time the RFCSP has been released until the contract is approved at a City Council "A" session.

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

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

Exceptions to the restrictions on communication with City employees include:

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

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

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

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form(s), if any. The point of contact is identified on the Cover Page. This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

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

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

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

Pre-Submittal Conference.

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

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

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

Changes to RFCSP.

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

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

Preparation of Proposals.

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

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

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

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

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

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

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

Description of Supplies.

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

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

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

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

testing shall be at Respondent's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

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

Respondent's Due Diligence.

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

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

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

Interlocal Participation.

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

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

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

Rejection of Proposals.

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

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

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

The proposal is conditional; or

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

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

Variations 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 variations 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. Central Time on September 7, 2022. 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
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.

PART B

SUBMISSION REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

PROPOSAL BOND. Submit proposal bond in the amount of \$10,000.00. For electronic submissions, Respondent must provide the original Proposal Bond to the **City of San Antonio Finance Department, Purchasing Division, [Annual Contract for Countertop Manufacture, Removal & Replacement; 6100015987], P.O. Box 839966, San Antonio,**

Texas 78283-3966 or City of San Antonio Finance Department, Purchasing Division, [Annual Contract for Countertop Manufacture, Removal & Replacement; 6100015987], 100 West Houston St., Print & Mail Center, San Antonio, Texas 78205 prior to bid opening. Respondent shall include a copy of the Proposal Bond with the Respondent's electronic submission through the SAePS Portal.

***CERTIFICATE OF INTERESTED PARTIES (FORM 1295).**

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

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address:

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

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

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

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

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

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

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

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

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

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

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

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

CJIS ADDENDUM. Complete and submit the CJIS Addendum found in this RFCSP as Attachment H.

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

ADDENDA. Sign and submit addenda, if any.

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

EVALUATION CRITERIA

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

Evaluation Criteria:

A. Experience, Background, Qualifications (40 points)

B. Proposed Plan (30 points)

C. Price (20 points)

D. 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.

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 SCOPE: The City of San Antonio is soliciting proposals from qualified Respondents to furnish and provide all supervision, labor, transportation, tools, equipment and supplies necessary to manufacture, replace and/or install new:

- a. Solid Surface (Corian®) Countertops
- b. Quartz Countertops
- c. Granite Countertops
- d. Plastic Laminate (Wilsonart®) Countertops

Service shall be for Building Equipment Services Department (“BESD”) supported facilities.

Respondent shall furnish the necessary labor and materials, service equipment, tools, transportation, and methods of communication and, if required, miscellaneous services to provide removal of existing countertops and installation of new countertops. Respondent shall perform work as per the manufacturer’s requirements and this RFCSP.

As facility needs are identified, the City will request a quote from the awarded respondent, who will in turn investigate, plan, provide an estimate in accordance with Attachment B – Price Schedule and schedule the work to be accomplished once authorization has been granted to proceed as evidenced by a City-issued Purchase Order.

4.2 PROOF OF LICENSING AND CAPABILITY:

4.2.1 Respondent shall submit evidence that the Respondent has certified installers that were trained by the manufacturer for counter installation work. The City will accept a certification letter from manufacturer.

4.2.2 Installation shall be provided by a technician that is certified by manufacturer and shall have a minimum of 2 years field experience.

4.3 DEFINITIONS:

For the purpose of the RFCSP the following definitions will apply:

1. **BESD:** City’s Building and Equipment Services Department.
2. **City Designated Departmental Representative (“CDDR”):** The facilities maintenance manager or coordinator for the respective City department.
3. **Holidays:** Holidays are defined as City recognized holidays as published on the City’s web site at www.sanantonio.gov.
4. **Parts:** Includes all materials and goods used to perform the requirements in this RFCSP.
5. **Call backs:** Call backs are returns for inspections or service for an incident that City previously requested, and for which Respondent previously reported having completed the services. Call-back service is included at no additional cost to City. Call back response time shall be within 24 hours after the City notification.
6. **ID Badges:** Identification badges.

4.4 REFERENCES: The publications listed below are part of this scope of services to the extent referenced. The publications are referred to within the text by the basic designation only, it is implied that respondents use the most recent publications. Compliance with the most recent publication in effect is required, unless otherwise indicated.

International Building Code (IBC)
American Society for Testing and Materials International Standards (ASTM)
American National Standards Institute (ANSI)
International Organization for Standardization (ISO)
International Concrete Repair Institute (ICRI)
International Existing Building Code (IEBC)

National Fire Protection Standards (NFPA)
OSHA Standards

4.5 MATERIALS: Materials shall be in current production, as offered to commercial trades, and shall be of top quality. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MATERIALS ARE NOT ACCEPTABLE.

4.5.1 Any materials or parts used in complying with the contract shall be equal to or better than original equipment and meet the manufacturer’s requirements.

4.5.2 Respondent is responsible for materials in accordance with the specifications listed herein and for all equipment required in the performance of this contract.

4.5.3 Specified materials and equipment shall be standard products of a manufacturer regularly engaged in the manufacture of such products. Specified equipment shall essentially duplicate equipment that has performed satisfactorily for at least two (2) years prior to bid opening. Standard products shall have been in satisfactory commercial or industrial use for two (2) years prior to bid opening. The 2-year use shall include applications of equipment and materials under similar circumstances and used for projects of similar size. The product shall have been for sale on the commercial market through advertisements, manufacturers’ catalogs, or brochures during the 2-year period.

4.5.4 MATERIAL PERFORMANCE REQUIREMENTS:

4.5.4.1 The burden of ascertaining product/performance equality of proposed substitutions from those items specified is to be borne by Respondent. Product substitutions will be accepted for review by the City. If data provided by Respondent is deemed inadequate to make a determination as to the equality of the proposed substitute, without additional research by the City, it will be rejected. Approval by the City shall not relieve Respondent from responsibility for any errors or omissions, nor from responsibility for complying with the requirements of this solicitation, except with respect to variations described and approved by the City.

4.5.4.2 The Material for this solicitation shall meet or exceed the Materials (ASTM), Manufacturer’s standards, and/or other code recognized agency as required by the national, state and local codes.

4.5.4.2.1 Solid Surface (Corian) Countertop

PHYSICAL PROPERTIES

Property	Test
Density	ASTM D792
Approximate weight per square foot ¼" (6 mm)	
Approximate weight per square foot ½" (12 mm)	
Thermal Expansion	ASTM D696
Hardness - Rockwell "M" Scale	ASTM D785
Hardness - Barcol Impressor	ISO 19712-2 (ASTM D2583)

MECHANICAL PROPERTIES

Property	Test
Flexural Modulus	ASTM D790
Flexural Strength	
Tensile Modulus	ASTM D638
Tensile Strength	
Tensile Elongation	
Compressive strength	ASTM C365

FITNESS FOR USE

Property	Test
Light Resistance (Xenon Arc)	ISO 19712-2
Weatherability	ASTM G155
Ball Impact Resistance: Sheets No fracture—½ lb. ball - ¼"	NEMA LD 3-2005, Method 3.8
Ball Impact Resistance: Sheets No fracture—½ lb. ball - ½"	
Wear and Cleanability	CSA B45.5-11/ IAPMO Z124-2011
Stain Resistance	
Stain/chemical-resistance test	ISO 19712-2
Resistance to cigarette burns	
Resistance to dry heat	
Resistance to wet heat	
Hot/cold cycle water-resistance test	
Load test	
Dimensional stability	ISO 4586-2
Resistance to surface wear	
Fungal Resistance	ASTM G21
Bacterial Resistance	ASTM G22
Boiling Water Resistance	NEMA LD 3-2005
High Temperature Resistance	
Flammability: All colors	NFPA 101* Life Safety Code* (ASTM E 84, NFPA 255 & UL 723)
Flame Spread Index	
Smoke Developed Index	

4.5.4.2.2 Quartz and Granite Countertop

MATERIAL SPECIFICATIONS	
Property	Test
ASTM C615	Standard Specification for Granite Dimension Stone
ASTM C616	Standard Specification for Quartz-Based Dimension Stone

TEST STANDARDS	
Property	Test
ASTM C97	Standard Test Method for Absorption and Bulk Specific Gravity of Dimension Stone
ASTM C99	Standard Test Method for Modulus of Rupture of Dimension Stone
ASTM C120	Standard Test Method of Flexure Testing of Slate (Modulus of Rupture, Modulus of Elasticity)
ASTM C121	Standard Test Method for Water Absorption of Slate
ASTM C170	Standard Test Method for Compressive Strength of Dimension Stone
ASTM C199	Standard Test Method for Pier Test for Refractory Mortars
ASTM C217	Standard Test Method for Weather Resistance of Slate
ASTM C241	Standard Test Method for Abrasion Resistance of Stone Subjected to Foot Traffic
ASTM C880	Standard Test Method for Flexural Strength of Dimension Stone
ASTM C1028	Standard Test Method for Determining the Static Coefficient of Friction of Ceramic Tile and Other Like Surfaces by the Horizontal Dynamometer Pull-Meter Method
ASTM C1201	Standard Test Method for Structural Performance of Exterior Dimension Stone Cladding Systems by Uniform Static Air Pressure Difference
ASTM C1352	Standard Test Method for Flexural Modulus of Elasticity of Dimension Stone
ASTM C1353	Standard Test Method Using the Taber Abraser for Abrasion Resistance of Dimension Stone Subjected to Foot Traffic
ASTM C1354	Standard Test Method for Strength of Individual Stone Anchorages in Dimension Stone

4.5.4.2.3 Plastic Laminate Countertop

MATERIAL SPECIFICATIONS	
Property	Test
ANSI/NEMA LD3	High Pressure Decorative Laminates
ASTM E 84	Standard Test Method for Surface Burning Characteristics of Building Materials.

TEST STANDARDS	
Property	Test
ASTM E 162	Standard Test Method for Surface Flammability of Materials Using a Radiant Heat Energy Source
IMO FTP	International Code for Application of Fire Test Procedures
IMO FTP 2	Smoke and Density Test
IMO FTP 5	Test for Surface Flammability
ISO 4586	Specifies the methods of test for determination of the properties of High-Pressure Decorative Laminates
NSF 35	High Pressure Decorative Laminates for Surfacing Food Service Equipment
ASTM G 21	
ASTM D 4250	Water holding (Anti-fingerprint)
ASTM E 84	Flame-Spread Index / Smoke-Developed Index

4.6 SITE INSPECTIONS:

4.6.1 For this solicitation, Respondents shall submit all questions in writing to stephanie.nouman@sanantonio.gov by the deadline stated in Section 003 – Instructions for Respondents, Part A, Restrictions on Communications. City’s official response to questions will be addressed via an addendum.

4.6.2 No site inspections are required before submitting the bids. Site inspection shall be required for each individual project quote.

4.6.3 Individual Project Quotes:

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

4.6.3.2 Respondent is encouraged to visit each of the service locations to become familiar with the amount of labor, materials, and equipment that shall be required in the performance of the work under this contract PRIOR to providing City with a quote and Respondent will be held to the prices bid on the price schedule. Respondent shall carefully examine these specifications and, if necessary, secure from the City any additional information that may be a requisite to a clear and full understanding of the work.

4.7 RESPONDENT GENERAL REQUIREMENTS – Respondent shall:

4.7.1 Adhere to the terms and conditions identified in this solicitation.

4.7.2 Provide a primary point-of-contact.

4.7.3 Provide documentation that Respondent is certified to perform the requirements of this solicitation (See PROOF OF LICENSING AND CAPABILITY).

4.7.4 Ensure Respondent personnel are in compliance with the service requirements of this specification. Failure to comply with City service requirements may result in the cancellation of the contract or purchase order.

4.7.5 Respondent shall adhere to all applicable Federal, State, County, and City laws, codes, and ordinances applicable to the performance of any work resulting from this solicitation. Ignorance on the part of Respondent will in no way relieve Respondent from responsibility.

4.7.6 Respondent shall perform all work safely and follow required safety standards including, but not limited to, OSHA, EPA, Federal, State, and City codes.

4.7.6.1 All local, state, and federal safety requirements, standards, and regulations shall be followed per the Respondent-provided Health and Safety Management Plan.

4.7.7 Respondent shall provide all necessary safety barriers at the job site(s) during the execution of work to alert building occupants of potential hazards.

- 4.7.8 Respondent shall deliver, store, and handle all materials in a manner that shall prevent damage to the equipment and/or related components.
- 4.7.9 It shall be Respondent's responsibility for storage of any materials and the City will not be responsible for loss or damage to materials, tools, equipment, or work.
- 4.7.10 Respondent shall thoroughly examine and become familiar with the City facility where services are to be performed, prior to commencing work, to ensure the service can be completed in an orderly and safe manner.
- 4.7.11 Respondent shall be responsible for obtaining all required permits applicable to performance of this solicitation. Respondent shall include all such costs within its solicitation. Respondent shall ensure any work that requires a separate license is performed under the applicable license as required under local or state law.
- 4.7.12 Ensure all equipment and tools are well maintained, calibrated and in proper working order before use in the performance of this service.
- 4.7.13 Protect furnishings and other items with tarps, plastic sheeting or other methods as required and prior to commencing work.
- 4.7.14 Respondent shall at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the work, Respondent shall remove from the premises all rubbish, tools, scaffolding, equipment, and materials that is not the property of City. Upon completing the work, Respondent shall leave the site in a clean and orderly condition satisfactory to City. Final cleanup is part of the work and Respondent is responsible for all construction refuse disposal containers and their removal from the site.
- 4.7.15 No debris shall be dumped and left in the building, on the roof and/or surrounding areas.
- 4.7.16 Respondent shall not use City waste disposal containers.
- 4.7.17 Respondent shall properly dispose of all debris, old Materials, and trash resulting from the specified work in an approved landfill. Respondent shall be responsible for the disposal of all waste to include universal and hazardous Materials resulting from the work. Handling and transporting of all waste Materials shall be performed in accordance with safety and environmental regulations. Respondent shall meet all Federal, State, and Local regulations for the disposal of the waste.
- 4.7.18 Respondent shall confine its operations (including storage of materials) to areas authorized or approved by the City.
- 4.7.19 Respondent shall take all necessary precautions to ensure that no damage shall result from operations to private or public property. All damages shall be reported and repaired or replaced by Respondent at no cost to City.
- 4.7.20 Respondent shall notify the City representative once the work is complete and ready for its intended use.
- 4.7.21 Respondent shall not affect building buildings systems during the performance of the services required by the solicitation. Impact to the building systems shall be corrected by Respondent at no cost to City.
- 4.7.22 The Respondent shall conduct and schedule all work in a manner to cause as little disruption as possible to the existing facilities and operations.
- 4.7.23 Noise, vibration, and odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to occupant shall be coordinated in advance with City of San Antonio Designated Representative.
- 4.7.24 Nonsmoking Inside Buildings: Smoking is not permitted within the buildings or within 25 feet (8 m) of entrances, operable windows, or outdoor air intakes.
- 4.7.25 Respondent(s) shall be available to provide service 24 hours a day, 7 days a week, 365-days a year, including holidays throughout the duration of the contract.

4.8 SERVICE REQUIREMENTS:

4.8.1 Services not required by Respondent:

- 4.8.1.1 Respondent shall not be required, as part of the services, to conduct a safety test, unless recommended by the equipment's manufacturer, or to install new components as recommended or directed by any insurance company or laboratory, or governmental authority, or to make replacements of a different design for any reason whatsoever.
- 4.8.1.2 This contract will not include professional services required by a licensed architect or engineer, as contemplated by Chapters 1051 and 1001 of the Texas Occupations Code. Respondent will not be guaranteed a minimum or maximum amount of work.

4.8.2 Services required: Respondent shall:

4.8.2.1 All work shall meet manufacturers and industry standards.

4.8.2.2 Qualified technicians on the job site for performance of services. Respondent shall maintain an adequate number of trained personnel at all times specifically assigned to perform services.

4.8.2.3 Respondent is responsible for cleaning any spill and protecting other areas of the facility.

4.8.2.4 Provide documents as required by this solicitation.

4.8.2.5 Respondent shall furnish all labor, supervision, tools, materials, parts, specialized Equipment, and other requirements.

4.8.3 The cost of all labor, materials instruments, and equipment required to perform services shall be included in Attachment B, Price Schedule.

4.9 GENERAL WORK REQUIREMENTS:

4.9.1 Respondent shall furnish all labor, equipment, materials, and supplies required to comply with the solicitation to replace existing or install new countertop and backsplash as specified hereinafter:

4.9.1.1 Remove and dispose of existing countertop and backsplash.

4.9.1.2 Deliver, store, and handle countertops and backsplash in a manner that will prevent damage and disfigurement.

4.9.1.3 Perform the required measurements for the countertop, backsplash, sink, and other measurements to perform and complete the work.

4.9.1.4 Lay out the work using acceptable practices before starting any activities.

4.9.1.5 Install countertop and backsplash.

4.9.1.5.1 Inspect material for defects prior to installation. Ensure materials throughout bear labels with the same batch number. Confirm countertop color and texture selection by CDDR. Visually inspect materials used for adjacent pieces to assure acceptable color match. Inspect in lighting conditions similar to those on the project. Repair or replace damaged materials in a satisfactory manner. Level base cabinets by adjusting leveling screws. Scribe and fit scribe strips to irregularities of adjacent surfaces. Gap openings exceeding 0.025 inch are not acceptable.

4.9.1.5.2 Secure countertops to wall construction using anchors or as required per manufacturer specifications.

4.9.1.5.3 The Respondent shall submit installation drawings for countertops. Ensure drawings include location of countertop in dimensional positions, and locations for roughing in plumbing to include sinks.

4.9.1.6 Preliminary installation and adjustment.

4.9.1.6.1 Install materials in accordance to manufacturer's recommendations. Lift and place to avoid breakage.

4.9.1.6.2 Position materials to verify that materials are correctly sized and prepared. Make necessary adjustments.

4.9.1.6.3 If jobsite cutting, grinding, or polishing is required, use water-cooled tools. Protect jobsite and surfaces against dust and water. Perform work away from installation site if possible.

4.9.1.6.4 Gypsum drywall back walls which are not fire or acoustically rated may be routed up to half the thickness of the drywall to allow countertop to fit.

- 4.9.1.6.5** Shim countertop drainage adjacent to sinks and where drainage is required slightly to insure positive drainage.
- 4.9.1.6.6** Confirm countertop edge as specified in the proposal.
 - 4.9.1.6.6.1** Square - Straight 90-degree edges all around.
 - 4.9.1.6.6.2** Eased - Rounded top edge
 - 4.9.1.6.6.3** Bevel - Top edge is cut at a 45-degree angle to slope downward
 - 4.9.1.6.6.4** Bullnose - The bullnose takes out all the angles and rounds out the sharpness into a soft, semi-circular edge profile.
 - 4.9.1.6.6.5** Demi-Bullnose - Keeps the same curving aesthetics on the top as the Bullnose but maintains the bottom edge on a point so that spills would trickle to the floor instead.
 - 4.9.1.6.6.6** Mitered, Dupont, French Cove, and Ogee.

4.9.1.7 Permanent Installation

- 4.9.1.7.1** After verifying fit, clean substrates of dust and contamination, and clean surfacing back side and joints.
- 4.9.1.7.2** Apply sufficient quantity of mounting adhesive in accordance with adhesive manufacturer's recommendations to provide permanent, secure installation.
- 4.9.1.7.3** Spacing of mounting adhesive will not exceed:
 - 4.9.1.7.3.1** Horizontal Surfaces: as recommended by manufacture
 - 4.9.1.7.3.2** Vertical Surfaces: as recommended by manufacture; provide temporary shims until adhesive cures
 - 4.9.1.7.3.3** Fasteners, Hardware: as recommended by manufacture.
- 4.9.1.7.4** Install surfacing plumb, level, and square and flat to manufacturer recommendations.
- 4.9.1.7.5** Joints: Ensure joints between adjacent pieces of surfacing are:
 - 4.9.1.7.5.1** Flush, tight fitting, level, and neat.
 - 4.9.1.7.5.2** Securely joined with adhesive. Fill joints level with surfacing.
 - 4.9.1.7.5.3** Clamp or brace surfacing in position until adhesive sets.
 - 4.9.1.7.5.4** Joints between backsplashes and countertops and around: Seal joints with silicone sealer.
- 4.9.1.8** Examine countertop and backsplash supports for adequate anchorage, foreign material, moisture, and unevenness that could prevent quality countertop and backsplash installation.
- 4.9.1.9** Ensure that electrical and plumbing rough ins for countertop and backsplash are complete. Do not proceed with installation until defects are corrected.
- 4.9.1.10** Obtain all permits.
- 4.9.1.11** All debris, old materials, and trash resulting from the specified work shall be disposed of in an approved landfill by the Respondent. The Respondent shall be responsible for the disposal of all waste or hazardous materials resulting from the work. Handling and transporting of waste or hazardous materials shall be done in accordance with safety and environmental regulations. The Respondent shall meet all Federal, State, and Local regulation for the disposal of the waste.

- 4.9.1.12** On completion of countertop and backsplash installation, touch up marred or abraded finished surfaces. Remove crating and packing materials from premises. Wipe down surfaces to remove fingerprints and markings and leave in clean condition.
- 4.9.2** Respondent shall perform all work in strict compliance with the requirements of the manufacturer's requirements, and all applicable federal, state, and local laws and regulations.
- 4.9.3** Respondent shall lay out the work using acceptable practices before starting any activities.
- 4.9.4** Time shall be based on actual time spent on the job site. Travel charges to the job site will NOT be allowed. Mileage and travel time to and from the job site is not reimbursable under this contract. Mileage and travel costs shall be included in the quoted prices on Attachment B, Price Schedule. City shall not be responsible for trip charges and/or service charges related to Respondent delivering the wrong part or materials. Respondent shall only invoice the City for the time spent on City's property and in accordance with Attachment B, Price Schedule.
- 4.9.5** Before ordering any materials or performing any work, Respondent shall verify all requirements and shall be responsible for correctness of the same.
- 4.9.6** Workmanship shall be those as recommended by the manufacturer of the equipment, professional trade standards, and applicable codes and standards.
- 4.9.7** Respondent shall furnish to the CDDR, the manufacturer's recommended materials, data, manuals, etc. See 4.10 Submittals.
- 4.9.8** Respondent staff, including but not limited to, supervisor, service representatives and technicians shall meet and follow all City security and other standards.
- 4.9.9** Respondent shall be responsible for the conduct and performance of Respondent's employees including any subcontractors.
- 4.9.10** Prices for all services shall reflect all associated costs including materials, equipment and labor hours in accordance with Attachment B, Price Schedule.
- 4.9.11** Respondent's forfeiture of any required license or certification during the term of this contract shall be cause for immediate cancellation of this contract, in whole or in part, at City's discretion.
- 4.9.12** The work in this solicitation shall be performed while the facilities are occupied or unoccupied; therefore, Respondent shall provide the services in a manner which does not impact or interfere with occupants' daily responsibilities.
- 4.9.13** Other Services. The Hourly Labor Rates in Item 2 of the Price Schedule shall apply for services not covered in Item 1 (Other Services). Should City request such services, Respondent shall provide a quote for the work on a time and materials basis with a stated maximum cost, based upon the applicable hourly rate and materials with the markup percentage from Price Schedule, Item 3. **For Other Services exceeding \$3,000.00, City reserves the right to obtain quotes from other parties to ensure compliance with Local Government Code Ch. 252.** This contract shall not be considered exclusive with regard to Other Services; however, this non-exclusivity shall not relieve Contractor from its obligation to provide a quote and perform Other Service work hereunder, if requested by City. City will not pay for any unauthorized parts or labor charges. Evidence of said costs shall be submitted with invoice for Other Service calls. Contractor must submit invoices with a copy of the written purchase order supplied by the department. Proof of costs shall be printed, properly identified and dated and submitted with the invoice.
- 4.10 SUBMITTALS:**
- 4.10.1** All submittals shall be provided in writing and/or electronic formats to the CDDR. All submittals shall be emailed directly to the CDDR.
- 4.10.2** Documentation required by Section 4.2 – Proof of Licensing and Capability, pertaining to manufacturers' certifications and other validating letters for the Respondent's and its technicians' qualifications. The documentation shall be submitted with the proposal response in accordance with Section 4.2.

- 4.10.3** Product and material Data: Within two (2) calendar days after notice to proceed by City's issuance of City Purchase Order for the services, Respondent shall submit product and Material data for each type of product indicated or anticipated to be used under this solicitation to the CDDR. The product data shall include a manufacturer's printed statement of Volatile Organic Compounds content.
- 4.10.4** Samples for Verification, if required, within two (2) calendar days after notice to proceed by City's issuance of a Purchase Order.
- 4.10.5** In addition to the Invoicing and Payment terms in Section 006 - General Terms and Conditions all invoices must be submitted in duplicate- one copy to CDDR and original invoices to Accounts Payable.
- 4.10.5.1** Invoice must include Purchase Order number.
 - 4.10.5.2** Invoices must be legible.
 - 4.10.5.3** Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any).
 - 4.10.5.4** 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.
 - 4.10.5.5** Payment by the City is deemed to be made on the date of mailing the check.
 - 4.10.5.6** The following documentation shall be attached to each invoice to validate charges:
 - 4.10.5.6.1** Proof of City Permit Fees Paid (if applicable)
 - 4.10.5.6.2** Proof of final inspection
- 4.10.6** If corrections to the invoice are required to meet City's requirements, Respondent shall make the corrections within two (2) calendar days after email notification from CDDR.
- 4.10.7** Respondent shall provide warranty documents to the CDDR within five (5) calendar days after completion of the work.
- 4.10.8** Respondent shall provide manufacturer maintenance procedures (O&M Manuals as applicable) to CDDR within five (5) calendar days after completion of the work, as applicable.
- 4.10.9** Respondent shall provide proposal documentation to CDDR within two (2) calendar days after requested by the CDDR.
- 4.10.10** Respondent shall provide project documentation to CDDR within five (5) calendar days after completion of the work, as applicable.
- 4.10.11** Respondent shall provide written safety and spill plans within fifteen (15) calendar days after award for the fiscal year. Respondent shall provide updated safety and spill plans by September 1st for the next fiscal year to CDDR, which period begins October 1 and ends September 30. Respondent shall continue to provide a safety and spill plan annually for the same period thereafter throughout the term of this contract and all renewal periods.
- 4.10.12** Respondent shall provide a written Quality Control Program within fifteen (15) calendar days after award for the fiscal year. Respondent shall provide an updated Quality Control Plan by September 1st for the next fiscal year to CDDR, which period begins October 1 and ends September 30. Respondent shall continue to provide updated Quality Control Programs annually for the same period thereafter throughout the term of this contract and all renewal periods.
- 4.10.13** Respondent shall provide a list of key staff and point of contact information within fifteen (15) calendar days after award to include the required certifications and licenses for key staff to the CDDR. Respondent shall provide a list of key staff by October 1st for the next fiscal year, which period begins October 1 and ends September 30. Respondent shall continue to provide a list of key staff annually for the same period thereafter throughout the term of this contract and all renewal periods.
- 4.10.13.1** Respondent shall update the CDDR within five (5) calendar days of any revisions to the key staff and provide the required certifications and licenses for any new key staff.
- 4.10.14** Respondent shall provide test reports within five (5) calendar days after completing the services to the CDDR.

4.10.15 Respondent shall provide inspection reports within five (5) calendar days after completing the services to the CDDR.

4.10.16 Respondent shall provide results of all samples taken to the CDDR within five (5) calendar days after completing the services to the CDDR.

4.11 WORK HOURS:

4.11.1 Normal Working Hours: Normal Working Hours are defined as Monday – Friday, 8:00 AM to 5:00 PM CT, exclusive of City recognized Holidays.

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

4.11.3 All work shall be coordinated with the respective CDDR or designee to ensure building access and the least amount of disruption to the building occupants at all locations.

4.11.4 Some of the scheduled work required by this solicitation shall be scheduled during the weekends.

4.11.5 Municipal Plaza Building: Unless otherwise approved by CDDR, no work will be performed at the Municipal Plaza Building on Wednesdays or Thursdays. Any work that will cause a disruption shall be performed on weekends.

4.11.6 City Hall: Unless otherwise approved by CDDR, no work will be performed at City Hall during Normal Working Hours.

4.12 BUILDING RESTRICTIONS:

4.12.1 ACCESS: Respondent shall make prior arrangements with the CDDR for access to the building(s) to perform the services and obtain temporary access badges, if necessary.

4.12.2 IDENTIFICATION. Respondent's and/or subcontractors' personnel shall present a professional appearance and be readily identifiable to City staff when called out, to perform work under this contract. Respondent shall have the following:

4.12.2.1 Vehicle(s) with Respondent's Logo

4.12.2.2 Respondent Uniforms or Company Logo Apparel. Respondent's personnel shall present a neat appearance and be easily recognizable as a Respondent employee. This shall be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate badges which contain the company's name and employee's name. Respondent's uniforms shall be clean, well-fitting, and in good order. Shoes shall be sturdy construction and shall cover the foot to meet any required sanitation and safety requirements. Open-toed shoes, sneakers, sandals, and heels higher than two inches shall not be worn.

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

4.12.3 PARKING: Respondent shall make arrangements with the CDDR prior to off-loading tools and equipment at the job site. Respondent shall park only in spaces assigned by the CDDR.

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

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

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

4.13 WARRANTY:

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

4.14 UNSATISFACTORY PERFORMANCE:

- 4.14.1** Unsatisfactory performance may result in a negative Respondent performance report. City may consider the following performance by the Respondent as unsatisfactory performance. An unsatisfactory performance determination includes, but is not limited to:
- 4.14.1.1** "Call Back" to correct the previous services.
 - 4.14.1.2** Respondent personnel assigned does not have the skill or knowledge to diagnose the problem or perform the required services.
 - 4.14.1.3** Respondent does not provide submittals as required by the solicitation.
 - 4.14.1.4** Respondent does not complete the work as required by the solicitation.
 - 4.14.1.5** Respondent does not provide invoice as required by the solicitation.
 - 4.14.1.6** Respondent does not meet performance requirements as required by the solicitation.
 - 4.14.1.6.1** Respondent does not meet contract and City Department meeting requirements as required by the solicitation.
 - 4.14.1.6.2** Respondent does not meet documentation requirements as required by the solicitation.
 - 4.14.1.6.3** Workmanship provided by Respondent shall be those as recommended by the manufacturer and professional trade standards. Failure of Respondent to produce quality service under the terms established in this specification/scope of work may result in the termination of the contract by City.
 - 4.14.1.6.4** Respondent does not have an effective and efficient Quality Control Program as required by the solicitation.

4.15 DELIVERY, STORAGE AND HANDLING REQUIREMENTS:

- 4.15.1** Materials shall be delivered to the job site by Respondent and the quantity shall be sufficient to provide services.
- 4.15.2** Materials shall be protected from the environment.
- 4.15.3** Respondent shall not store Materials, Equipment, tools and/or components without written authorization from CDDR in mechanical, electrical, custodial, and storage rooms.

4.16 QUALITY CONTROL PROGRAM:

- 4.16.1 Only trained and certified Respondent technicians shall be used to provide services.
- 4.16.2 Only products shipped directly from an approved distributor shall be used for this contract.
- 4.16.3 Respondent shall ensure that quality standards are met during and after all services.
- 4.16.4 All services shall meet codes and manufactures standards.
- 4.16.5 Respondent is responsible for quality services and quality control procedures.

4.17 SERVICES AND RESPONSE TIME:

- 4.17.1 Respondent shall maintain the services of a professionally staffed telephone answering system so that immediate and continuous contact on a 24 hour per day, 7 (seven) days per week and 365 days per year basis can be made. Answering service personnel shall be employed by Respondent. Answering machines are not acceptable.
- 4.17.2 Respondent shall provide a point of contact (name and phone number) to be available 24/7 including week, weekend, and holidays.

4.18 SPECIAL CONDITIONS:

- 4.18.1 If at any time, after the date of the proposal, Respondent reduces the comparable price of any article or service covered by this contract to customers other than City, the price to City for articles or services shall be reduced proportionately. Such reductions shall be effective at the same time and in the same manner as the reduction in price to customers other than the City. In addition to invoicing at the reduced prices, Respondent shall furnish promptly to City complete information as to such reductions.
- 4.18.2 City reserves the right to make, or cause to be made, inspections and tests whenever it deems advisable or necessary to ascertain that the requirements of this specification/scope of work are being fulfilled. Respondent agrees to furnish personnel to accompany City and/or its representatives during such inspections at no cost to the City. Deficiencies noted shall be submitted in writing to Respondent. Respondent shall, promptly (within ten (10) calendar days, unless otherwise agreed), correct deficiencies covered under the terms of this specification/scope of work at Respondent's expense.
- 4.18.3 Respondent shall pay for all state and/or local fees and permits with regard services by this specification/scope of work.
- 4.18.4 The City may provide information to enable Respondent to render Services hereunder, or Respondent may learn information about Property or develop such information from the City. Respondent agrees:
 - 4.18.4.1 To treat, and to obligate Respondent's employees, subcontractors and suppliers to treat as confidential all such information, whether or not identified by the City as confidential.
 - 4.18.4.2 Not to disclose any such information or make available any reports, recommendations and/or conclusions which Respondent may make on behalf of the City to any person, firm or corporation or use the same in any manner, whatsoever, without first obtaining the City's written approval, except to the extent necessary in connection with performing Services or when required by law.
- 4.18.5 Respondent shall not, in the course of performance of this specification/scope of work, or thereafter, use or permit the use of the City name or the name of any affiliate of the City, or the name, address or any picture or likeness of or reference to the Property in any advertising, promotional or other Materials prepared by or on behalf of Respondent without the prior written approval of the City, as applicable.
- 4.18.6 Respondent shall complete any required services prior to the end of the contract period. In the event this is not accomplished prior to completion of contract, the City reserves the right to procure the service elsewhere and charge Respondent for the difference in cost of such services. Respondent shall pay the said sum within twenty (20) calendar days of receipt of the City's notice. This provision shall survive termination of this agreement.

4.19 CRIMINAL BACKGROUND CHECKS:

- 4.19.1** Respondent is responsible for assessing risk and maintaining effective background check policy and procedures for all employees, staff and subcontractors responsible for performing services under this contract. Respondent shall retain all employee records, including any criminal background checks, for the retention period stated in section 006-General Terms and Conditions.
- 4.19.2** Respondent shall remove an employee from service under this contract should Respondent become aware that the employee has been convicted of a crime as described below.
- 4.19.3** Respondent is responsible for any costs incurred in conducting criminal background checks.
- 4.19.4** Criminal Justice Information Services (CJIS): Respondent will be providing services under this contract for facilities with access to CJIS. Persons with any of the criminal histories shown below are not allowed unescorted access to City Facilities. Since City staff may not be available to provide escorted access, Respondent's employees providing services to CJIS facilities must pass this criminal background check to provide services in these locations.
- 4.19.4.1** Felony conviction – permanent disqualifier
 - 4.19.4.2** Felony deferred adjudication – permanent disqualifier
 - 4.19.4.3** Class A misdemeanor conviction – permanent disqualifier
 - 4.19.4.4** Class A misdemeanor deferred adjudication – permanent disqualifier
 - 4.19.4.5** Class B misdemeanor conviction – disqualifier for ten (10) years
 - 4.19.4.6** Class B misdemeanor deferred adjudication – disqualifier for ten (10) years
 - 4.19.4.7** Open arrest for any criminal offense (felony or misdemeanor) – disqualifier until disposition
 - 4.19.4.8** Family violence conviction – permanent disqualifier
 - 4.19.4.9** CJIS Facilities within this contract are: Police Substations, SAPD Evidence & Property facility, SAPD Heliport, and Police Training Academy.
- 4.19.5** Security Addendum for Criminal Justice Information Services (CJIS). Respondent will be required to provide services to City departments that perform criminal justice services. Criminal Justice Agencies, such as the San Antonio Police Department, are required to comply with the security requirements managed by the Federal Bureau of Investigations (FBI) and state agencies, such as the Texas Department of Public Safety. The Federal Criminal Justice Information Services Security Policy applies to every individual, Contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity with access to, or who operate in support of, criminal justice services and information. Agency shall comply with the Policy and shall execute the CJIS Security Addendum attached to this agreement. Respondent's employees or agents who are subject to the Policy will be required to sign a Contractor Employee Certification and be fingerprinted. All costs associated with compliance of the CJIS Policy shall be borne by the Respondent. Respondent shall comply with any changes made to the security requirements by law. Refer to Attachment H – CJIS Addendum.
- 4.19.6** Respondent shall ensure Respondent's employees make an appearance at the ID Unit at SAPD/FIRE Headquarters located at 315 S. Santa Rosa, San Antonio, Texas to fill out and submit a Fingerprint application Form to initiate a background check. Respondent shall ensure Respondent's employees pass a criminal background check and complete CJIS Level 1 Training prior to starting work at CJIS Facilities under this contract.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract or April 1, 2023, whichever is later. This contract shall begin upon the date specified in the award letter, if it does not exceed \$50,000. The contract shall terminate on April 30, 2026.

Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for two (2) additional one (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 Finance, which shall be clearly labeled **"ANNUAL CONTRACT FOR COUNTERTOP MANUFACTURE, REMOVAL, & REPLACEMENT"** 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 Finance Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
- B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.
- C) A Respondent's financial integrity is of interest to the City; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

INSURANCE TYPE	LIMITS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000

<p>3. Commercial General Liability Insurance to include coverage for the following:</p> <ul style="list-style-type: none"> a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Respondents f. Damage to property rented by you 	<p>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.</p>
<p>4. Business Automobile Liability</p> <ul style="list-style-type: none"> a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles 	<p>Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.</p>
<p>5. Installation Floater</p>	<p>All Risk Policy written on occurrence basis for 100% replacement cost of "equipment & materials" to be installed to any new or existing structure.</p>

- 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: Building and Equipment Services 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.

Proposal Bonds:

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

For electronic submissions, Respondent must provide the original Proposal Bond to the **City of San Antonio Finance Department, Purchasing Division, 6100015987; 22-046 Countertop Removal, Replacement & Repairs for Building Equipment Services Department, P.O. Box 839966, San Antonio, Texas 78283-3966** or **City of San Antonio Finance Department, Purchasing Division, 6100015987; 22-046 Countertop Removal, Replacement & Repairs for Building Equipment Services Department, 100 West Houston St., Print & Mail Center, San Antonio, Texas 78205** prior to bid opening. Respondent shall include a copy of the Proposal Bond with the Respondent's electronic submission through the SAePS Portal.

Performance Bond:

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

Workers' Compensation:

Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance, Workers' Compensation Division, or a coverage agreement (DWC-81, DWC-82,

DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By signing this contract or providing or causing to be provided a certificate of coverage, the Respondent is representing to the City that all employees of the Respondent who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Division's section of Self-Insurance Regulation. Providing false or misleading information may subject the Respondent to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

Incorporation of Attachments.

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

- Attachment A – Part One – General Information Form
- Attachment A – Part Two – Experience, Background and Qualifications
- Attachment A – Part Three – Proposed Plan
- Attachment B – Price Schedule
- Attachment C – Contracts Disclosure Form
- Attachment D – Litigation Disclosure Form
- Attachment E – Veteran Owned Small Business (VOSB) Preference Program Tracking
- Attachment F – Small Business Economic Development Advocacy (SBEDA) Program
- Attachment G – SBEDA Utilization Plan Commitment Form
- Attachment H – Certificate of Interested Parties Form (Form 1295)
- Attachment I – Criminal Justice Information Services (CJIS) Addendum
- Attachment J – Working with COSA – Keys to Faster Payments
- Attachment K – Proposal Checklist
- Attachment L – Small Business Economic Development Advocacy (SBEDA) Program Presentation
- Attachment M – Pre-Submittal Agenda
- Attachment N - Prevailing Wages - REMOVED

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

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

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

Invoicing and Payment.

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

accounts.payable@sanantonio.gov

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

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

Vendors not able to submit invoices with the required file formatting above may mail original invoices, on white paper only, to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, 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 Respondent. Vendor covenants and agrees that it is an independent Respondent 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 Respondent or vendor agrees that the contract can be terminated if the Respondent 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, Respondent, potential vendor, or potential Respondent, 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.

007 - SIGNATURE PAGE

By submitting a proposal, Respondent represents that:

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

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

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

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

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

Respondent Information

Please Print or Type

Vendor ID No. _____

Signer's Name _____

Name of Business _____

Street Address _____

City, State, Zip Code _____

Email Address _____

Telephone No. _____

Fax No. _____

City's Solicitation No. 6100015987 _____

Signature of Person Authorized to Sign Proposal

008 - STANDARD DEFINITIONS

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

All-or-None Proposal – a request for competitive sealed proposal in which the City will award the entire contract to one 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 – Purchasing Division, or Director’s designee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS

RFCSP ATTACHMENT A, PART ONE

GENERAL INFORMATION

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

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-Respondents 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: _____

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

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

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

List Related Companies:

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ___ No ___

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

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

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

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

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

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

Years _____ Months _____

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

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

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

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

Years _____ Months _____

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

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

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

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

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

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

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

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

11. Previous Contracts:

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

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

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

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

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

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

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

REFERENCES

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

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. 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 and provide summary of equipment that were maintained by the vendor.
2. For evaluation purposes, Respondent shall submit a list of service contracts within the last five (5) years and list any names under which the organization has performed business within the last five (5) years.
 - a. **The Respondent shall provide with bid response a list of at least three (3) references** for which services of the same type and to the same degree was provided within the last three (3) years. References should include the company name, point of contact, phone number, description of services provided, date of service, and size of facility.
3. Describe Respondent's specific experience with public entities, and large municipalities with contracts of similar scope. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
4. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
5. If Respondent is proposing as a team or joint venture or has included sub-Respondents, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-Respondents have worked together in the past. Provide detailed information of joint venture's and/or sub-Respondent's responsibility within the contract.
6. Provide Respondent's technician's factory trained certifications for QC Services as required by the specification/scope of work.
7. Respondent's technicians shall have at least two (2) years of experience. Respondent shall supply documentation to confirm this amount of actual experience.
8. Provide documentation that at least quality staff meets the Master Painters Institute (MPI), the Society for Protective Coatings (SSPC) and other industry requirement to perform the QC requirements.
9. Provide documentation certifying technicians are Occupational Safety and Health Administration (OSHA) work environment certifications, and chemical usage safety trained, if applicable.
10. Fully describe Respondent's company and experience as it relates to the following:
 - a) History of company (to include number of years/months in business);
 - b) History of company operations and types of services performed over the past ten (10) years;
 - c) List any names under which the organization has performed business with the last five (5) years.
 - d) History of painting jobs and other services contracts, businesses/organizations, address, phone numbers, points of contact, length of contracts, and which contracts, if any, were terminated for cause or convenience.
11. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
12. Provide Respondent's quality program standards.
13. Provide Respondent's continuing education program.
14. 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.

Prepare and submit narrative responses to address the following items.

1. **Mobilization Plan** – Describe how Respondent will meet the Building Equipment Services Department contract requirements upon award. Provide information such as staffing and the availability to perform the services required of the contract. Provide an implementation timeline beginning upon notice of award for Respondent to be able to mobilize.
 - a. Describe the steps or actions the vendor will take to become familiar with the required services.
 - b. Explain how Respondent is planning to develop the required plans.
2. **Staffing and Organization Plan (Who is going to provide services under this Contract)** – Describe Respondent's Staffing Plan to provide the required services by the specification/scope of work for this solicitation.

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

Provide a reporting/workflow hierarchy reflecting Respondent's proposed team to perform services under the contract. Describe Respondent's current capacity to serve the contractual duties of this contract and other contracts as well as the additional capacity that may be required as a result of this annual contract. If additional resources and staff are needed, describe in detail your plan for acquiring these resources.

- a. Describe Respondent's current equipment/materials and resources to perform scope of services.
- b. Quantify and/or list the available equipment/materials and resources to perform scope of services.
- c. Explain how the Respondent is planning to meet the required services by the specification/scope of work.
 - i. Explain how Respondent is planning to meet multiple service requests at the same time.
 - ii. Explain how the Respondent is planning to have sufficient tools and/or materials so these items are not a limiting factor in meeting multiple service requests.
- d. If additional resources are needed, describe in detail your plan for acquiring these resources.
 - i. Explain how additional equipment/material and resources that are readily available to perform required services may be obtained.

Describe process for performing and maintaining background checks.

Describe Respondent's plan for providing service during regular business-hours and after-hours, weekends, and holidays as requested. Provide point of contact information.

Respondent's Contact Information: Normal Working Hours and Overtime Work Hours, including weekends, and holidays:

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

After Hours: Pager Phone Number		
After Hours: General Manager Phone Number:		

3. **Project Document** – Describe Respondent’s proposed plan to develop project documents.
 - a. Describe Respondent’s plan to meet the requirements of the contract.
 - b. Explain how the Respondent is planning to get technical support for services that would require support from manufacturer or other organization.

4. **Quality Control (QC) Program** – Describe Respondent’s current QC Program to include procedures and personnel utilized for quality control, contract performance deficiencies and problem resolution, self-assessment, interaction with City Staff, and control of subcontractors’ performance, if any. Explain how your current procedures meet the needs of your current customers.
 - a. Explain how the Respondent is planning to address City Staff performance issues when City Staff has concerns on Respondent employees’ performance.
 - b. Explain how the Respondent is planning plan to use industry standards to meet quality requirements.
 - c. Explain how the Respondent is planning to provide quality documentation that meets the specification/scope of work requirements.
 - d. Explain how the Respondent is planning to provide accurate and timely invoices.
 - e. Explain how the Respondent is planning to perform quality and safety inspections.
 - f. Explain how Respondent is planning to address quality problems and service recommendation.

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

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

- a. Explain how the Respondent is planning to work with the City Staff to meet the scope of work requirements.
- b. Explain how the Respondent’s different organization levels are going to work with the City Staff to meet the scope of work requirements.
- c. Explain how the Respondent is planning to provide submittals, invoices, and other documents.

Awarded Respondent(s) Account Representative:

Name:		
Title:		
Office Location:		
Mailing Address:		
Fax #		
Email:		
Office Phone:		Cell Phone:

Service Request Information:

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

Contact Person:	
Phone:	
Fax #:	
Email:	

6. **Safety and Spill Plan** – Describe how Respondent will implement a Safety and Spill Plan for the contract, including plan to address work hazard assessment and employee injuries and accidents.
7. **Training Plan** – Describe Respondent’s training and instruction programs that Respondent will provide to its employees assigned to perform this contract to keep employees’ skills current. Describe how continuing education/training will be provided. What does training program consist of? List names of classes and frequency of training.
8. **Environmental Standards/Practices** – Describe how Respondent will utilize environmentally friendly (green) chemicals, products and practices. Provide a listing of environmentally friendly (green) chemicals and service products/options that will be suggested to City Staff for required services.
9. **Tools and Parts** – Describe Respondent’s ability to obtain and maintain any necessary proprietary tools and chemicals necessary to perform the cleaning and inspection requirements of the scope of services. Provide an inventory of short-term and long-term delivery items.
10. **Warranty** – Describe Respondent and manufacturer warranty programs for parts and services required for Respondent to perform the scope of services for this contract.
11. **Invoicing Plan** – Provide an example of an invoice, displaying the invoices information requirements per Section 004 – Specifications / Scope of Service – 4.11 – Submittals.
12. **Additional Information** – Provide any additional plans and/or relevant information about Respondent’s approach to providing the required services.

RFCSP ATTACHMENT B

PRICE SCHEDULE

RFCSP 22-129, RFx: 6100015987

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

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

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

Item 1	Description	Estimated Annual Qty (SQ.FT.) (A)	Cost Per SQ.FT. (B)	Total Estimated Annual Cost (C) (A X B = C)
1A	Installation, Manufacture, Removal & Replacement/Disposal of Countertop (Hourly Labor Rate per SQ.FT.)	800		
1B	Solid Surface (Corian®) Countertop or Approved Equal with 3" Backsplash (½" to ¾" of material thickness w/ Square or Eased Edge)	800		
1C	Quartz Countertop with 3" Backsplash (½" to ¾" of material thickness w/ Square or Eased Edge)	800		
1D	Granite Countertop with 3" Backsplash (½" to ¾" of material thickness w/ Square or Eased Edge)	800		
1E	Plastic Laminate (Wilsonart®) Countertop with 3" Backsplash (½" to ¾" of material thickness w/ Square or Eased Edge)	800		
Item 2	Description			Hourly Labor Rate (services not covered in 1A-1E)
2A	Standard Hours Labor Rate (M-F, 8:00 AM – 5:00 PMCT)			
2B	Overtime Hours Labor Rate. (M-F, 5:01 PM – 7:59 AMCT, Saturday, Sunday)			
Item 3	Description			% Markup added to Material Cost
3A	Plumbing parts including sink(s) and faucet(s)			
3B	Coved Backsplash Option			
3C	4" Backsplash Installation Option			
3D	1" to 1 ¼" of material thickness			
3E	Bevel, Bullnose, Dupont, French Cove or Ogee Edge Type			
3F	Premium Plastic Laminate (Wilsonart®) Option			

Payment Terms: Prompt payment discount _____% _____ days (if no discount offered, NET 30 will apply).

RFCSP ATTACHMENT C
CONTRACTS DISCLOSURE FORM

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.
4. 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 (VOSB) PREFERENCE PROGRAM TRACKING FORM

Posted as a separate attachment

RFCSP ATTACHMENT F
SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM

Posted as a separate attachment

RFCSP ATTACHMENT G

SUPPLIER/SUBCONTRACTOR UTILIZATION PLAN

(Posted as a separate attachment)

RFCSP ATTACHMENT H

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, 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 I

CRIMINAL JUSTICE INFORMATION SERVICES (CJIS) ADDENDUM

Post as a separate attachment

RFCSP ATTACHMENT J

WORKING WITH COSA – KEYS TO FASTER PAYMENT

(Posted as a separate attachment)

RFCSP ATTACHMENT K

PROPOSAL CHECKLIST

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

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 (VOSB) Preference Program Tracking Form RFCSP Attachment E	
+ Subcontractor/Supplier Utilization Plan RFCSP Attachment F	
+Certificate of Interested Parties (Form 1295) RFCSP Attachment H	
+Proposal Bond	
+Signature Page RFCSP Section 007	
Proof of Insurability Insurance Provider's Letter AND Copy of Current Certificate of Insurance	
Financial Information	
+Criminal Justice Information Services (CJIS) Addendum RFCSP Attachment I	
Proposal Checklist RFCSP Attachment K	
+ Addendum, if any	
One <u>COMPLETE</u> 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.

ATTACHMENT L

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM PRESENTATION

(Posted as a separate attachment)

ATTACHMENT M

PRESUBMITTAL AGENDA

(Posted as a separate attachment)

RFCSP ATTACHMENT N - REMOVED

PREVAILING WAGE RATE

Posted as a separate attachment