

ORDINANCE 2018-12-06-0957

**APPROVING A CONTRACT WITH BOOKER'S TREE SERVICE, LLC TO PROVIDE AS NEEDED TREE AND PALM MAINTENANCE AND REMOVAL SERVICES ON AN AS NEEDED BASIS FOR AN ESTIMATED ANNUAL COST OF \$157,000.00, FUNDED FROM THE CENTER CITY DEVELOPMENT AND OPERATIONS FY 2019 ADOPTED GENERAL FUND BUDGET.**

\* \* \* \* \*

**WHEREAS**, the City of San Antonio issued a Request for Competitive Sealed Proposals (RFCSP) to provide the Center City Development and Operations Department with tree and palm maintenance and removal services on an as needed basis; and

**WHEREAS**, two proposals were received, deemed responsive and evaluated; and

**WHEREAS**, staff recommends Booker's Tree Service, LLC for award of this contract; **NOW THEREFORE**,

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

**SECTION 1.** The proposal submitted by Booker's Tree Service, LLC to provide the City with tree and palm maintenance and removal services on an as needed basis is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the score summary and RFCSP are attached hereto and incorporated herein for all purposes as **Exhibit A**.

**SECTION 2.** Funding in the amount of \$157,000.00 is available in Fund 11001000, Cost Centers 1902010001 & 1903030001 and General Ledger 5204050 as part of the Fiscal Year 2019 Budget.

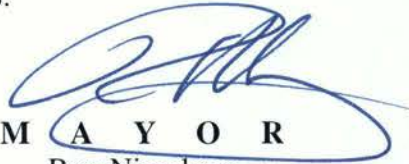
**SECTION 3.** Funds will be encumbered upon issuance of purchase orders, and payment is authorized to Booker's Tree Service, LLC. All expenditures will be in accordance with the Fiscal Year 2019 and subsequent budgets that fall within the term period of this contract approved by City Council.

**SECTION 4.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

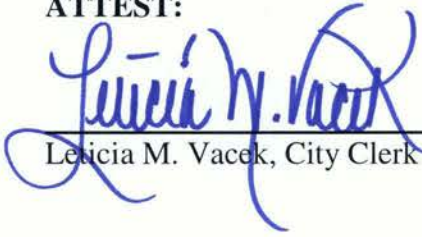
**SECTION 5.** This Ordinance is effective immediately upon its passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

LOC/ag  
12/6/18  
Item No. 6


**PASSED and APPROVED** this 6<sup>th</sup> day of December, 2018.

  
**M A Y O R**  
Ron Nirenberg

**ATTEST:**

  
\_\_\_\_\_  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Andrew Segovia, City Attorney

<b>Agenda Item:</b>	6 ( in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17A, 17B, 18, 19 )						
<b>Date:</b>	12/06/2018						
<b>Time:</b>	10:02:35 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	Ordinance approving a contract with Booker's Tree Service, LLC to provide as needed tree and palm maintenance and removal services for an estimated annual cost of \$157,000.00, funded from the Center City Development and Operations FY 2019 Adopted General Fund Budget. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Chief Financial Officer]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x				x
William Cruz Shaw	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x			x	
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				
Clayton H. Perry	District 10		x				

LOC/ag  
12/6/18  
Item No. 6

# EXHIBIT A



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

**REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP") 18-071**  
**RFx NO.: 6100010623**

**ANNUAL CONTRACT FOR TREE & PALM MAINTENANCE - CCDO**

Date Issued: **AUGUST 24, 2018**

**BIDS MUST BE RECEIVED NO LATER THAN:**  
**2:00 P.M. CENTRAL TIME, SEPTEMBER 26, 2018**

Proposals may be submitted by any of the following means:

- Electronic submission through the Portal
- Hard copy in person or by mail

Address for hard copy responses:

Physical Address:

Office of the City Clerk  
 c/o Municipal Records Facility  
 719 S. Santa Rosa  
 San Antonio, Texas 78204

Mailing Address:

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

For Hard Copy Submissions, Mark Envelope

"ANNUAL CONTRACT FOR TREE & PALM MAINTENANCE - CCDO"

Proposal Due Date: 2:00 p.m. Central Time, September 26, 2018

RFCSP No.: 6100010623, 18-071

Respondent's Name and Address

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: YES

DBE / ACDBE Requirements: NO

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

Pre-Proposal Conference \* YES

\* If YES, the Pre-Proposal conference will be held on August 31, 2018 at 1:00 p.m. Central Time at Riverview Towers, Hill Country Conference Room, 11<sup>th</sup> Floor, 111 Soledad St., San Antonio TX 78205. At the conclusion of the pre-submittal conference, CCDO will conduct a site visit to allow respondents to view and examine the existing Riverwalk trees.

Staff Contact Person:

MARCO A. BELTRAN, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966.

Email: [marco.beltran@sanantonio.gov](mailto:marco.beltran@sanantonio.gov)

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

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## 003 - INSTRUCTIONS FOR RESPONDENTS

### PART A

#### Submission of Proposals.

Submission of Hard Copy Proposals. Respondent shall submit **one (1) COMPLETE** original signed in ink, **seven (7)** hard copies **WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO SBEDA, VOSB AND/OR PRICING TO BE INCLUDED in the 7 copies)** and one copy of the proposal on compact disk (CD) or flash drive containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, **ANNUAL CONTRACT GENERAL TREE & PALM MAINTENANCE – CCDO, RFCSP 18-071, RfX: 6100010623**, on the front of the package. The name and address of Respondent, the due date for submission of proposals, RFCSP number and title of the solicitation shall be marked on the outside of the envelope(s). 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 must be received in the Office of the City Clerk no later than **2:00 p.m., Central Time, on September 26, 2018** at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the Office of the City Clerk by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

#### Mailing Address:

Office of the City Clerk

Attn: **ANNUAL CONTRACT FOR TREE & PALM MAINTENANCE - CCDDO, RFCSP 18-071, RfX: 6100010623**

P.O. Box 839966

San Antonio, Texas 78283-3966

#### Physical Address:

Office of the City Clerk

Attn: **ANNUAL CONTRACT FOR TREE & PALM MAINTENANCE - CCDO, RFCSP 18-071, RfX: 6100010623**

Office of the City Clerk

c/o Municipal Records Facility

719 S. Santa Rosa

San Antonio, Texas 78204

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

Proposals sent to 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, and submitted in the same manner as original proposals. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the original proposal is being withdrawn. For electronic 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.

Respondents must sign the Signature Page on hard copy proposals and return the RFCSP document to City. For electronic proposals, Respondent's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes. Respondents are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Respondent's being held liable for the submission.

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

the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

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

Hard Copy Alternate Proposals. Alternate proposals must be submitted in separate sealed envelopes in the same manner as submission of other proposals. Alternate proposals must be marked consecutively on the envelope as Alternate Proposal No. 1, 2, etc. Failure to submit alternate proposals in separate envelopes may result in rejection of a proposal.

Electronic Alternate Proposals. All alternate proposals submitted electronically are recorded with original proposals when submitted electronically.

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

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

Respondents shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which a proposal is submitted. Respondent shall provide said catalog at the time of submission of its proposal. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for proposals submitted on paper, or 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 and price schedule. These price lists are subject to approval of City's Purchasing & General Services Department.

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

Restrictions on Communication.

Respondents are prohibited from communicating with: 1) elected City officials, as defined by §2-62 of the City Code, regarding the RFCSP or proposals from the time the RFCSP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFCSP has been released until the contract is awarded. These 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 concerning this RFCSP to the Staff Contact Person listed below until 10:00 a.m. Central Time, September 14 2018.** Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail.

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

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the required SBEDA forms. The point of contact, Lucy Barbosa, may be reached by telephone at (210) 207-3922 or by e-mail at



Lucy.Barbosa@sanantonio.gov. *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

If this solicitation contains DBE/ACDBE requirements, bidders 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). Point of contact is Ms. Barbara Trevino, who may be reached via telephone at (210) 207-3592 or through e-mail at [Barbara.Trevino@sanantonio.gov](mailto:Barbara.Trevino@sanantonio.gov). Bidders and/or their agents may contact Ms. Trevino at any time prior to the due date for submission of bids. Contacting her or her office regarding this IFB after the bid due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

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

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

#### Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Respondents are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged. Site Tours, if any, will begin at the conclusion of the conference.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or 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. Each proposal shall be typewritten, single spaced on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder or other securely bound fashion. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed two-sided. Margins shall be no less than 1" around the perimeter of each page. A proposal response to the RFCSP General Information Form may not exceed 10 pages in length. Websites or URLs shall not be submitted in lieu of the printed proposal or electronic submission through City's portal. **ORIGINAL and/or ELECTRONIC** proposals must include **ALL** the sections and attachments in the sequence listed in the RFCSP Instructions to Respondents Part B - Submission Requirements, and each section and attachment must be indexed and, for hard copy submission, **ONLY REQUIRED SECTIONS AND ATTACHMENTS listed by Asterisk in Section 003 Part B, Submission Requirements MUST** divided by tabs and indexed in a Table of Contents page. For electronic submissions, whether through the portal, or on a CD, or flash drive each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the submission or may negatively affect scoring.

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

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

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

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

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

Description of Supplies.

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

Confidential or Proprietary Information. All proposals become the property of City upon receipt and will not be returned. Any information deemed 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. Written notice of withdrawal shall be provided to the City Clerk for proposals submitted in hard copy. Proposals submitted electronically may be withdrawn electronically.

Proposal Opening. Proposals will be opened publicly and the names of the respondents read aloud at 2:30 P.M., Central Time on the day the proposals are due. Proposal openings are held at City of San Antonio's Finance Department – Purchasing Division, Riverview Tower, 11<sup>th</sup> floor, 111 Soledad, Suite 1100, San Antonio, Texas 78205. However, in accordance with state law, the contents will not be revealed until after the contract is awarded.

#### Evaluation and Award of Contract.

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

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

A written award of acceptance (manifested by a City Ordinance) and Purchase Order furnished to Respondent results in a binding contract without further action by either party. Vendor must have the Purchase Order prior to incurring any costs for which the City may be liable.

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

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

#### Inspection of Facilities/Equipment.

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

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

#### Prompt Payment Discount.

Provided Respondent meets the requirements stated herein, City shall take Respondent's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the proposal price, either per line item or total proposal amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 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 Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

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

Pursuant to the subsection above, Consultant warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. Consultant further warrants and certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

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/filinginfo/conflict\\_forms.htm](https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm)

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, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

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

If delivering by hand, deliver to:

Office of the City Clerk  
c/o Municipal Records Facility  
719 S. Santa Rosa, San Antonio, TX 78204.

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.

Submission of Hard Copy Proposals. Respondent shall submit **one (1) COMPLETE** original signed in ink, **seven (7)** hard copies **WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO SBEDA, VOSB AND/OR PRICING TO BE INCLUDED in the 7 copies)** and one copy of the proposal on compact disk (CD) or flash drive containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, **ANNUAL CONTRACT FOR TREE & PALM MAINTENANCE – CCDO, RFCSP 18-071, RFx: 6100010623**, on the front of the package. The name and address of Respondent, the due date for submission of proposals, RFCSP number and title of the solicitation shall be marked on the outside of the envelope(s). 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.

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

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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. Use the Form in RFCSP Attachment C which is posted separately or Respondent may download a copy at:

<http://www.sanantonio.gov/ethics/forcompliance/vendors-and-conflict-of-interest-report>

Instructions for completing the Contracts Disclosure form:

Download form and complete all fields. All fields must be completed prior to submitting the form. Click on the "Print" button and place the copy in your proposal as indicated in the Proposal Checklist.

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

\*SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) UTILIZATION PLAN OR COMMITMENT FORM. Complete, sign and submit any and all SBEDA form(s), found in this RFCSP as Attachment E.

\*VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSB) TRACKING FORM. Complete, sign and submit any and all VOSB form(s), found in this RFCSP as Attachment G.

CERTIFICATE OF INTERESTED PARTIES FORM. Respondent shall review information regarding Certificate of Interested Parties Form (Form 1295) provided in RFCSP Attachment H and submit Form 1295 as directed.

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234). The form is available from the Texas Ethics Commission by accessing the following web address:

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

Print your completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 and submit it with your response to this solicitation.

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 subtenants, if any.

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

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

ADDENDA. Sign and submit addenda, if any.

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

## **EVALUATION CRITERIA**

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

### **Evaluation Criteria:**

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

### **SBE Prime Contract Program – 10 pts.**

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

### **M/WBE Prime Contract Program – 10 pts.**

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

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

## 004 - SPECIFICATIONS / SCOPE OF SERVICES

### **4.0 BACKGROUND:**

The City of San Antonio (City) is soliciting bids for a contractor to perform general tree and palm pruning and removal services on an as needed basis for the Center City Development and Operations (CCDO) Department. Maintenance and removal services will be performed on various species of trees and palms including, but not be limited to, cedar elm, oak, pecan, walnut, cottonwood, Washingtonia, Canary Island, and sabal palms. These trees are located on both sides of the River Walk that stretches 3.2 miles as well as on Right of Way street locations in downtown San Antonio. The majority of the trees along the River Walk may only be accessed by climbing whereas the trees on the Right of Way streets can be accessed using bucket trucks. Additionally, there are hundreds of trees located along the River Walk and Right of Way street locations. These services are required to reduce potential hazards, provide clearance for vehicles and pedestrians, prune branches away from structures, provide clear vision, and maintain or improve the overall health and structure of trees and palms on City property. The contractor will maintain a safe environment, provide care for aging canopies throughout public properties, and assure clearances around structures and over roads and trails. This contract will be utilized by the Center City Development and Operations Department.

### **4.1 CONTRACTOR REQUIREMENTS:**

- 4.1.1 Contractor submitting a proposal must be actively engaged in the field of arboriculture. Respondent must submit proof with the proposal response that the respondent has and will maintain the following accreditations throughout the term of this contract:
- 4.1.1.1 TCIA – Tree Care Industry Association or;
  - 4.1.1.2 ISA – International Society of Arboriculture; and
  - 4.1.1.3 Tree Maintenance License issued by the City of San Antonio.
- 4.1.2 Respondent must submit proof that they have held their TCIA accreditation or ISA certification for a minimum of three (3) years. Proof must be included with the bid response.
- 4.1.3 Contractor's personnel shall have a minimum of two (2) years of tree and palm maintenance and care work experience to complete the work specified herein. Contractor's shall have a Certified In addition, the contractor and personnel must be knowledgeable of and comply with the most recent ANSI Z-133.1 standards for worksite safety, latest revision.
- 4.1.4 Contractor shall have at least one Certified or Accredited Arborist supervisor on staff to initiate large or complex projects and inspect work as needed on all service requests or as requested by the City Forester or designated CCDO representative. The Certified or Accredited Arborist must also be available to address any questions on all service requests.
- 4.1.5 Contractor shall furnish all supplies, equipment, and vehicles needed to complete the specified work and meet all quality standards.
- 4.1.5.1 All tools and equipment must be in proper and safe working order.
  - 4.1.5.2 In an effort to prevent the potential spread of disease, contractor shall disinfect all tools before pruning or removal work begins and in between each pruning or removal interval with a cleaning product/solution from an approved list provided by the City Forester or designated CCDO representative.
  - 4.1.5.3 The City reserves the right, prior to the award of this contract, and at any other time during the contract, to inspect the serviceability of any and all equipment which may be used by the respondent for work required in performance of this contract. City's inspection shall not, however, relieve Contractor from liability for injury or damage sustained by City or any third party.

### **4.2 WORK SCHEDULING AND HOURS:**

- 4.2.1 Standard work hours shall be Monday through Friday from 7:00 AM to 5:00 PM. Any other time period, including weekends, must be authorized a the designated CCDO representative
- 4.2.2 No machinery, including chain saws and chippers, shall be used between the hours of 7:00 PM to 7:00 AM CT,



except for Emergency situations as approved by a CCDO designated representative.

#### **4.3 SERVICE REQUEST TYPES:**

- 4.3.1 Emergency Services** - Pruning or removal services falling within this category shall occur year-round, as needed, and shall be completed within **36 hours** of City notification to Contractor. In rare instances where an emergency service is considered a public safety hazard, the Contractor shall respond within 4 hours of City notification. CCDO will indicate to contractor that the requested services falls within this category at the time CCDO requests this service. Machinery, including chain saws and chippers, may be used at any agreed upon time Contractor and CCDO in the case of emergency pruning or removal services. The Price per Hour per Person shall include all trimming and removal services for trees or palms regardless of Diameter at Breast Height (**DBH** - Diameter of trunk or stem at 4 ½ feet above ground).
- 4.3.2 Non-Emergency Services** - Pruning or removal services shall occur year-round, as needed, and **shall be completed within 14 calendar days** from the date of Purchase Order issuance. City will indicate to contractor in the Purchase Order that the requested services falls within this category. The CCDO department representative shall provide the Contractor with a schedule itemizing trees and/or palms to receive maintenance services and type of services requested. Contractor shall notify the CCDO department representative of its approval of the schedule within 24 hours of receipt.
- 4.3.3 Extenuating Circumstances** – Work that is outside the normal routine maintenance as described in this contract, as determined solely by City, shall be labeled as extenuating circumstance and can be applicable to either Emergency or Non-Emergency Services. Work identified by City as extenuating circumstances shall be paid based on Item 6 of the Price Schedule. Extenuating circumstances also includes the complete excavation/removal of any tree and/or palm stumps below ground level that will allow for the planting of a replacement tree and/or palm in the same location. These tasks add time, effort, and resources that would not normally be associated with the work described in this contract. All work of this type shall be discussed with and approved by the City Forester or CCDO Department representative. The Price per Hour per Person shall include all trimming and removal services for trees or palms regardless of DBH.
- 4.3.4** For Extenuating Circumstances only, the City will reimburse Contractor for actual costs of any specialized equipment necessary for the job that is above and beyond the scope of a normal job. Contractor shall provide City with a list of the equipment and cost estimate prior to performing services. Such equipment is considered equipment that is not typically utilized on a day-to-day basis for tree care, and may include cranes, specialized loaders, etc., but does not include bucket trucks or lift platforms. The contractor will be required to provide proof of actual costs incurred, without any up charges, at the time Contractor submits its itemized invoice to the City for reimbursement. It is ultimately up to the City to decide whether equipment falls under the Extenuating Circumstances category 4.3.3.
- 4.3.5** Upon request by City department representative, a written report of all work performed shall be completed and turned in to the City department representative within one week of such request. The report must include the location, number of trees and/or palms receiving maintenance services, species identification, size Diameter at Breast Height (**DBH** - Diameter of trunk or stem at 4 ½ feet above ground), overall condition, and type of service performed. Contractor shall use the form shown as Attachment I. Tree and Palm Pruning Report.

#### **4.4 INSPECTION OF WORK:**

- 4.4.1** All work is subject to inspection while services are being performed and/or after the work is completed, and must meet the satisfaction of the CCDO department representative.
- 4.4.2** The designated CCDO representative may stop any work that appears unsafe, does not meet current ANSI – A300 standards, pruning specifications outlined under the "Maintenance Pruning Standards", or does not meet professional arboricultural quality standards. Work will not begin again until the safety and/or quality of work concerns of the CCDO department representative are satisfactorily addressed. City's failure to stop work shall not, however, relieve Contractor from liability for injury or damage sustained by City or any third party.
- 4.4.3** If, upon inspection of completed work, the Contractor does not meet current ANSI - A300 standards, pruning specifications outlined under the "Maintenance Pruning Standards", or does not meet professional arboricultural quality standards, the Contractor must return to the site within 1 business day, to address the concerns of the City Forester or the designated CCDO representative and rectify the concern to the satisfaction of designated CCDO representative.

#### **4.5 LICENSES AND PERMITS:**

- 4.5.1 Contractor shall, at Contractor's expense, procure all necessary licenses and permits required to conduct the work required under the terms of this contract including proper disposal of tree and/or palm debris.
- 4.5.2 It is the sole responsibility of the Contractor to obtain all necessary permits, lane closure permits, and any other required authorization to conduct tree/palm pruning and removal operations on any rights-of-way.
- 4.5.3 The City will reimburse Contractor for actual costs of any permit fees or lane or sidewalk closure fees charged by the City of San Antonio, including; barricade charges and off duty police traffic control fees.
  - 4.5.3.1 No up charges may be included.
  - 4.5.3.2 The contractor will be required to provide proof of actual costs incurred, without any up charges, at the time Contractor submits any itemized invoice to the City for reimbursement.
- 4.5.4 Contractor must coordinate Tree Ordinance rights-of-way with the City Arborist and may require mitigation.
- 4.5.5 A copy of the certifications and licenses shall be submitted with the proposal response.

**4.6 SAFETY:**

- 4.6.1 All equipment used and all work performed must be in full compliance with the most current revision of the American National Standards Institute Z-133.1 (Safety Requirements for Pruning, Trimming, Repairing, Maintaining, Remove Trees and for Cutting Brush) standards for worksite safety.
- 4.6.2 Contractor shall be responsible for pedestrian and vehicular safety and control within the worksite and shall provide the necessary warning devices, barricades, and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the worksite.
- 4.6.3 Blocking or closing of public streets, sidewalks, or lanes shall be permitted ONLY when prior arrangements with the Right of Way Division of the Transportation & Capital Improvements Department have been made and approved. The Right of Way Division can be contacted at (210) 542-8921. For information on applying for a temporary street closure permit, click on the following link:  
<https://www.sanantonio.gov/Portals/0/Files/CIMS/Services/StrClsr%20Permit%20App%2001122016.pdf>
- 4.6.4 Contractor shall coordinate the work with the City's Forester or designated CCDO representative. The contractor is responsible for all costs.

**4.7 CLEANUP AND WASTE DISPOSAL:**

- 4.7.1 Contractor is responsible for cleanup and removal of all waste resulting from tree and/or palm pruning and removal operations before leaving the worksite for the day.
- 4.7.2 All lawns areas shall be raked, all streets and sidewalks shall be swept, and all brush , branches, and logs shall be removed from the site.
- 4.7.3 All waste material resulting from tree and/or palm pruning and removal should be disposed of properly at an approved brush recycling site agreed upon by the Contractor and the City Forester or designated CCDO representative.
- 4.7.4 Worksite areas shall be left in a condition equal to that which existed prior to the commencement of tree and/or palm pruning and removal operations. On the River Walk, the City will provide a barge and a driver to transfer debris to the Contractor's chipper truck.
- 4.7.5 No waste shall be left overnight on work sites unless prior arrangements have been made with the City Forester or designated CCDO representative.

**4.8 TREE PRUNING SPECIFICATIONS:**

- 4.8.1 The tree pruning will include one or more of the following types of pruning as necessary: crown cleaning, crown raising, and/or crown reduction. All pruning shall follow the latest ANSI - A300 pruning standards (Standard Practices for Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance). In an effort to avoid the spread of disease, Contractor shall disinfect all tools with a cleaning product/solution from a list approved by the designated City Representative before pruning or removal work begins and in between each pruning or removal interval. An overview of the work to be performed follows:
  - 4.8.1.1 Crown Cleaning: Defined as the selective removal of dead, dying, diseased, broken, and weakly attached branches that are 1 inch or more in diameter and/or removal of one co-dominant stem or branch of structurally weak "V" crotches. Contractor shall pay special attention to bark and tell-tale signs of rot that may indicate structural weakness that could lead to failure. This practice should not take away from the overall shape of the tree.

- 4.8.1.2 Crown Raising/Clearance: Defined as the removal of lower branches to provide 8 feet of vertical clearance for pedestrian and bicycle traffic and 14 feet of vertical clearance for vehicular traffic. This will predominately be performed near sidewalks, trails, parking lots, and/or roads.
- 4.8.1.3 Crown Reduction: Defined as pruning to decrease the height and spread of a canopy that may encroach on or touch/rub against buildings, fences, or other structures.
- 4.8.2 All pruning shall stay within the following limits unless otherwise stated or agreed upon in writing by the designated City representative.
  - 4.8.2.1 No more than 25% of the foliage shall be removed.
  - 4.8.2.2 Maintain a 2/3 canopy to 1/3 trunk ratio.
  - 4.8.2.3 Maintain the aesthetic appeal of each tree according to the natural growth habit of the species being pruned. For example, a cedar elm should have a tight rounded crown and a live oak should have a lower spreading crown.
  - 4.8.2.4 Contractor shall perform selective pruning all along the branch or main leader being pruned. Contractor shall leave secondary branches along the main branch/leader so as to maintain proper structure, stimulate taper, and improve strength.
  - 4.8.2.5 Do not lion tail: Contractor shall not remove all (or an excessive amount) of the lower branches along a main limb while only leaving branches at the end creating the look of a lion's tail. This puts all the weight at the end of a limb or branch and discourages tapering; both of which can increase the risk of failure.
  - 4.8.2.6 No topping: Contractor shall not use heading cuts to completely remove a tree's canopy.
  - 4.8.2.7 If, while pruning a tree, the Contractor discovers a problem that suggests a tree should be removed, the Contractor shall notify the designated City representative about the problem before resuming work.

**4.9 PALM PRUNING SPECIFICATIONS:**

- 4.9.1 Palm pruning will only include the removal of broken, dead, severely chlorotic, and dying fronds. Flowering and fruiting bodies may be removed if they pose a safety risk. In an effort to avoid the spread of disease, Contractor shall disinfect all tools with a cleaning product/solution from an approved list provided by the designated City Representative before pruning or removal work begins and in between each pruning or removal interval. An overview of the work to be performed follows:
  - 4.9.1.1 Crown Cleaning: Defined as the selective removal of broken, dead, dying, diseased, and/or severely chlorotic fronds. This practice should not take away from the overall shape of the palm. Correctly pruned palms should have an oval or circular crown shape.
  - 4.9.1.2 Flower and Fruit Removal: Palm flowering bodies, fruit, and loose petiole bases shall only be removed if deemed a safety hazard.
- 4.9.2 Contractor shall stay within the following limits for all pruning unless otherwise stated or agreed upon in writing by the designated City representative.
  - 4.9.2.1 Only broken, dead, dying, diseased, and/or severely chlorotic fronds shall be removed.
  - 4.9.2.2 Maintain an oval or rounded canopy: no live, healthy fronds shall be pruned that initiate above horizontal positions of 3 and 9 o'clock.
  - 4.9.2.3 If removal of green fronds is necessary for safety purposes (i.e. clear vision) or to prevent damage to City structures, Contractor shall not remove more green fronds than can be produced in a single year.
  - 4.9.2.4 Maintain the aesthetic appeal of each palm according to the natural growth habit of the species being pruned.
  - 4.9.2.5 Do not pineapple: Contractor shall not remove all (or an excessive amount) of the lower fronds that leads to just a few remaining fronds. This will lead to an extreme tapered sharpened pencil look that stresses the palm and will lead to a reduced lifespan.
  - 4.9.2.6 No topping: Contractor shall not completely remove the top of the palm below the fronds.
- 4.9.3 If, while pruning a palm, the Contractor discovers a problem that suggests a palm should be removed, the Contractor shall notify the City Forester or designated CCDO representative of the problem before resuming work.

#### **4.10 TREE/PALM REMOVAL SPECIFICATIONS:**

- 4.10.1 Trees and palms slated for removal are potentially diseased trees, so it is imperative that Contractor disinfect all tools with a cleaning product/solution from an approved list provided by the designated City Representative before any work begins (pruning or removals) and between each tree (pruning or removals) to prevent the potential spread of disease.
- 4.10.2 Contractor shall remove all stumps and ground out 2 inches below the adjacent soil level, and compact all ground soil to fill in the hole. The finished surface should be level with the existing surface.
- 4.10.3 If an oak tree is to be removed, then Contractor must paint all exposed trunks and roots with approved wound paint within 30 minutes to prevent oak wilt.
- 4.10.4 All tree/palm removal shall be coordinated with the City Forester and mitigated as required per the City's Tree Preservation Ordinance, Unified Development Code, Article V, Division 5, Section 35-523.

#### **4.11 SPECIAL CONDITIONS:**

- 4.11.1 Contractor shall remove any foreign objects attached to trees such as rope, wire, nails, hoses, lumber and signs, at time of pruning.
- 4.11.2 Shrubs and vines that are impacting the tree within three feet of the tree trunk shall be cut as directed by the designated City representative.
- 4.11.3 It is the responsibility of the Contractor to protect all overhead utilities and Contractor is responsible for all claims of damage to overhead utilities due to Contractor's operations.
  - 4.11.3.1 If any damage to overhead utilities occurs, then it is the responsibility of the Contractor to contact the appropriate entity with authority over said utility to remedy the situation.
  - 4.11.3.2 Contractor shall immediately inform the designated City representative of any damage caused to overhead utilities.
  - 4.11.3.3 City may approve and grant extensions for delays that occur due to the utility company not performing work/repairs in a timely manner.
- 4.11.4 The City Forester or designated CCDO representative may stop any unsafe practices, or work that does not meet the satisfaction of this contract or the designated City representative. Contractor will not commence work until the safety and/or quality of work concerns of the designated City representative are satisfactorily addressed.
- 4.11.5 All trees/palms and the type of work to be performed shall be identified by the City Forester or designated CCDO representative.
- 4.11.6 Contractor must paint Oak wounds with wound paint approved by the designated City representative within 30 minutes of pruning to prevent infection by oak wilt fungal organisms. If an oak tree is removed, then Contractor must paint all exposed trunks and roots with approved wound paint within 30 minutes to prevent infection or oak wilt.
- 4.11.7 Contractor shall be responsible for any and all damage to include: buildings, vehicles, surrounding foliage, equipment, signage, and lighting fixtures caused by Contractor's operations. All priority service damage (i.e. broken utility lines) caused by the Contractor must be reported to the City Forester or designated CCDO representative immediately. Any non-priority service damages caused by the Contractor should be reported to the designated City representative on the same day the damage occurs.
- 4.11.8 The City reserves the right to repair or replace any City structures, equipment, plant material, or other property damaged by Contractor. City may, at its option, provide Contractor with an opportunity to perform the repairs or replacements. If such an opportunity is provided and Contractor has not performed the agreed upon repairs/replacements to the satisfaction of the City within the agreed upon time frame, City may withdraw its approval for the Contractor to perform the repairs/replacements and such withdrawal constitutes a bona fide dispute under the Texas Prompt Payment Act. The Contractor will then be assessed the cost and must pay that sum within 30 days, or City may withhold said costs from Contractor's payment.
- 4.11.9 Any tree or palm that cannot be trimmed/maintained from the ground level or accessed from a bucket truck will require climbing. No spikes are allowed for climbing, unless the service is for removal of the tree or palm.
- 4.11.10 Awarded contractor shall provide images of the specified items after award. Images must be submitted in .JPEG, .BMP, .PNG, .JPG, or .GIF format and may represent either photographs or drawings of the items specified in the proposal document.
- 4.11.11 Respondents are encouraged to visit the facility locations to become familiar with the amount of labor, materials, and equipment that may be required in the performance of the work under this contract PRIOR to submitting their

proposal. Respondent shall carefully examine the specifications in this RFCSP and, if necessary, secure from the City any additional information that may be a requisite to a clear and full understanding of the work. Bidders shall submit all questions in writing, in accordance with Section 003 – Restrictions on Communication, to Marco Beltran at [marco.beltran@sanantonio.gov](mailto:marco.beltran@sanantonio.gov). City's official response to questions will be addressed via an addendum.

**4.12 DESCRIPTION:**

<b>ITEM 1. TREE TRIMMING</b>	<u>DESCRIPTION</u>	<u>TOTAL ESTIMATED ANNUAL QUANTITY</u>
1A.	Trees 6" – 9.9" DBH (diameter at 4.5 feet from the ground)	10 Each
1B.	Trees 10" – 13.9" DBH (diameter at 4.5 feet from the ground)	30 Each
1C.	Trees 14" – 17.9" DBH (diameter at 4.5 feet from the ground)	30 Each
1D.	Trees 18" – 21.9" DBH (diameter at 4.5 feet from the ground)	10 Each
1E.	Trees 22" – 25.9" DBH (diameter at 4.5 feet from the ground)	10 Each
1F.	Trees 26" – 29.9" DBH (diameter at 4.5 feet from the ground)	20 Each
1G.	Trees 30" and greater DBH (diameter at 4.5 feet from the ground)	20 Each
<b>ITEM 2. TREE REMOVAL</b>		
2A.	Trees 6" – 9.9" DBH (diameter at 4.5 feet from the ground)	2 Each
2B.	Trees 10" – 13.9" DBH (diameter at 4.5 feet from the ground)	2 Each
2C.	Trees 14" – 17.9" DBH (diameter at 4.5 feet from the ground)	2 Each
2D.	Trees 18" – 21.9" DBH (diameter at 4.5 feet from the ground)	2 Each
2E.	Trees 22" – 25.9" DBH (diameter at 4.5 feet from the ground)	2 Each
2F.	Trees 26" – 29.9" DBH (diameter at 4.5 feet from the ground)	2 Each
2G.	Trees 30" and greater DBH (diameter at 4.5 feet from the ground)	2 Each
<b>ITEM 3. PALM PRUNING</b>		
3A.	Palms less than or equal to 9.9' in height	10 Each
3B.	Palms 10' - 19.9' in height	20 Each
3C.	Palms equal to 20' - 49.9' in height	20 Each
3D.	Palms equal to 50' - 99.9' in height	20 Each
3E.	Palms 100' in height or greater	1 Each
<b>ITEM 4. PALM REMOVAL</b>		
4A.	Palms less than or equal to 9.9' in height	1 Each
4B.	Palms 10' - 19.9' in height	1 Each
4C.	Palms equal to 20' - 49.9' in height	1 Each
4D.	Palms equal to 50' - 99.9' in height	1 Each
4E.	Palms 100' in height or greater	1 Each
<b>ITEM 5. EMERGENCY SERVICES</b>		
5A.	Hourly Charge for emergency work, price per person per hour	150 Hours
<b>ITEM 6. EXTENUATING CIRCUMSTANCES</b>		
6A.	Hourly charge for extenuating circumstances work, price per person per hour	120 Hours

## 005 - SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract and terminate on DECEMBER 31, 2021.

### Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for TWO (2) additional ONE (1) year periods. 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.

Change Orders. Notwithstanding anything stated to the contrary in Section 006 – General Terms & Conditions, in order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

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

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

Changes that do not involve an increase in contract price may 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.

Insurance.

A) Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, which shall be clearly labeled "Annual Contract for Tree & Palm Maintenance – CCDO" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have

been received and approved by the 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 Vendor's financial integrity is of interest to the City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by the City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Vendor'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:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 <u>General Aggregate</u> , or its equivalent in <u>Umbrella</u> or <u>Excess Liability Coverage</u>
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

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

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

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

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Vendor'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 Vendor'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 Vendor to stop work hereunder, and/or withhold any payment(s) which become due to Vendor hereunder until Vendor demonstrates compliance with the requirements hereof.

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

J) It is agreed that Vendor'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) Vendor and any Subcontractors are responsible for all damage to their own equipment and/or property.

#### Incorporation of Attachments.

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

- Attachment A – Part One – General Information
- Attachment A – Part Two – Experience, Background and Qualifications
- Attachment A – Part Three – Proposed Plan
- Attachment B – Price Schedule
- Attachment C – Contracts Disclosure Form
- Attachment D – Litigation Disclosure Form
- Attachment E – Small Business Economic Development Advocacy (SBEDA) Utilization Form
- Attachment F – Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance
- Attachment G – Veteran-Owned Small Business Preference Program (VOSB) Tracking Form
- Attachment H – Certificate of Interested Parties (Form 1295)
- Attachment I – Tree & Palm Pruning Report
- Attachment J – Tree Removal Request Form
- Attachment K – Proposal Checklist
- Exhibit 1 - Small Business Economic Development Advocacy (SBEDA) Ordinance Compliance Provisions



## 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 bidders.

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

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

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

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

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

### Invoicing and Payment.

Address for Invoices. All original invoices must be sent 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. City will not make partial payments on an invoice where there is a dispute.

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

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

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

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished may be approved by the Director, provided that such change orders:

- are made in writing, signed by the Director;
- do not involve an increase or decrease in contract price of more than \$25,000; and
- sufficient funds have already been allocated by City or are available to the Director to cover any increase in contract price.

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

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

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

#### Termination.

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

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

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

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

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

#### **INDEMNIFICATION.**

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

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

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

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic.

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

#### **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.

**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.

Prohibition on Contracts with Companies Boycotting Israel

Texas Government Code §2270.002 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.

"Company" means a for-profit sole proprietorship, 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.

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's hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on such list during the course of its contract with City, City may terminate the Contract for material breach.

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

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

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

007 - SIGNATURE PAGE

By submitting a proposal, whether electronically or by paper, 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.

If submitting your proposal by paper, 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.	_____

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

## 008 - STANDARD DEFINITION

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

All-or-None Bid – 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.

Contractor - 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 Purchasing & General Services Department, or Director's designee.

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

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

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

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

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

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

Performance Deposit - security provided by the contractor to protect City against loss due to the contractor'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 Contractor, 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, whether hard copy or electronic, by a prescribed time to the location indicated in the RFCSP. The contents of the proposal will not be made public prior to the award of the contract.

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

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

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

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

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



009 - ATTACHMENTS

RFCSP ATTACHMENT A, PART ONE

GENERAL INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Individual or Sole Proprietorship If checked, list Assumed Name, if any: \_\_\_\_\_
- Partnership
- Corporation If checked, check one:  For-Profit  Nonprofit
- Also, check one:  Domestic  Foreign
- Other If checked, list business structure: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

List Related Companies:

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

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

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

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

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

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

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

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

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

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes \_\_\_ No \_\_\_ If "Yes", list authorizations/licenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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8. **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited? Yes \_\_\_ No \_\_\_ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

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9. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes \_\_\_ No \_\_\_ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

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

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11. **Previous Contracts:**

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

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

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

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

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

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

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## REFERENCES

Provide three (3) references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

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

## RFCSP ATTACHMENT A, PART TWO

### EXPERIENCE, BACKGROUND, QUALIFICATIONS

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

1. Fully describe your company and experience as it relates to the following:
  - a. History of successful company projects (to include number of years in business);
  - b. History of company operations over the past three years;
  - c. History of tree and palm maintenance service contracts to organizations, address, phone numbers, points of contact, length of contracts, and which contracts, if any, were terminated for cause or convenience.
  - d. List other tree and palm maintenance and removal service contracts your firm currently manages. Describe if the current contracts will affect the timeliness of services to be delivered to the City of San Antonio.
2. Describe the Respondent's personnel and number of years the Respondent has held either the TCIA accreditation or ISA certification. Provide a copy of the certification or accreditation with proposal response.
3. Describe the number of years the Respondent's personnel have in tree and palm maintenance and care work experience.
4. Describe any ANSI Z-133.1 safety training that Respondent has provided to personnel.
5. Describe Respondent's experience relevant to the Scope of Services. List and describe relevant projects similar size and scope performed over the past three years. Identify associated results or impacts of the project/work performed.
6. Describe length of time Respondent has performed project(s) of similar size and scope, including services around highly visible public areas, a location with high profile interest.
7. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
8. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
9. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past.
10. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
11. Detail your firm's composition and the quantity of staff (Crew Leaders, Project Managers, Arborist, laborers, etc.) that will be performing the services, training they have received, their experience level and any licensure they have to maintain to ensure compliancy with codes and ordinances. Describe any ANSI training that the Respondent has provided to personnel.
12. 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

General Tree and Palm Maintenance Plan – Prepare and submit narrative responses to address the following items:

1. **Ramp Up Plan** - Describe how Respondent will ramp up to meet the City's general tree and palm maintenance and tree removal service requirements to implement contract.
  - a. The trees are located on both sides of the River Walk that stretches 3.2 miles as well as Right of Way street locations. The majority of the trees along the River Walk may only be accessed by climbing whereas the trees on the Right of Way streets can be accessed using bucket trucks. Additionally, there are hundreds of trees located along the River Walk and Right of Way street locations. Describe your plan for performing tree and palm maintenance services for trees along the River Walk and Right of Ways, and describe in detail how you will address the unique nature of their downtown locations.
  - b. Describe in detail and list any anticipated challenges for tree and palm trimming and removal along the River Walk and Right of Way street locations, Respondent will be responsible for working directly with a designated CCDO representative to develop an annual schedule for palm maintenance along the River Walk and Right of Ways.
  - c. Describe your firms' capacity to perform the scope of services for CCDO in addition to your firms existing outside contracts.
  - d. Provide a timeline for Respondent to be able to mobilize upon contract award.
2. **Staffing Plan** – Describe Respondent Staffing Plan for providing general tree and palm maintenance and tree removal services.

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

- a. Describe the number of Crew Leaders, and /or Project Manager(s), and laborers that will be assigned to the contract. Indicate the proposed time frame for performing general tree and palm maintenance and tree removal services (i.e. between the hours of 7:00 a.m. – 5:00 p.m.; all day, etc.
  - b. Describe the training staff has received, their experience level and any licensure they have to maintain to ensure compliance with codes and ordinances.
  - c. Provide information such as badging and staffing, availability of equipment and any equipment to be acquired to perform the scope of services.
3. **Response Time** – Provide a plan on how you will meet the response times for emergency services, non-priority services and extenuating circumstances as defined in the scope of services.
    - a. Site: Provide the address of the facility which you will use for this project. Describe your current capacity to serve the contractual duties of this contract as well as additional capacity that you will need as a result of this contract.
  4. **Tools and Equipment** - Describe how Respondent will ramp up to meet the City's general tree and palm maintenance and tree removal service requirements to implement contract.
    - a. Describe the cleaning product/solution to be approved by a designated CCDO representative that you will utilize to disinfect the tools and equipment to prevent the potential spread of disease.
    - b. If additional resources are needed, describe your plan for acquiring these resources. Pictures or lists of equipment /resources readily available to perform required services may be used to expand or clarify.
    - c. Provide your firm's planned maintenance schedule for equipment to be used on this contract (frequency, procedures, etc.).

5. **Clean Up and Waste Disposal** – Disposal: Provide the name of the brush recycling site(s) where the waste resulting from the tree and/or palm maintenance/removal will be disposed at.
6. **Tree Rot Identification** – Outline the plan for identifying bark and tell-tale signs of tree rot and reporting it to the City Arborist or designated CCDO representative.
7. **Site Visit Plan** – Provide a plan on how you will schedule site visit with Department to perform tree and palm maintenance services.
8. **Quality Assurance/Quality Control (QA/QC) Plan** – Describe Respondent current QA/QC to include procedures and personnel utilized for quality control, problem resolution, self-assessment, interaction with City, and control of subcontractors' performance, if any. Explain how your current procedures meet the needs of your current customers. Provide Copy of QA/QC Plan with proposal response.
9. **Environmental Standards/Practices** – Describe alternatives to the use of gas powered machines on air quality days.
10. **Customer Service Plan** – Describe Respondent customer service plan and discuss lines of communication and interaction with City customers, including City staff and others. Describe your firm's communication to CCDO to complete services within the allotted time frame for Emergency and Non-Emergency services.
11. **Training Plan** - Describe training and instruction programs that Respondent will provide to its employees working at the City that will perform this City contract. Provide a copy with proposal response.
12. **Safety Plan** - Describe how Respondent will implement a Safety Plan for the Contract. Provide a copy of Safety Plan with Proposal response. Describe how contractor will furnish signs and traffic controls in accordance with the Texas Manual on Uniform Traffic.
13. **Background Checks** – Describe your firm's plan for employee Background Checks.
14. **Wage and Benefits Plan** – Indicate the range of wages that Respondent has established for the Manager, Crew Leader(s) and Laborer classifications. Provide minimum qualifications and information regarding what factors determines starting wages and subsequent increases. Indicate what benefits (e.g. retirement, medical, dental, vision, life insurance, disability insurance, wellness, leave and holidays, skills pay, tuition assistance, employee assistance program, etc.) will be provided to these job classifications and provide a cost are paid by the Respondent and what amount and percent are paid by the employee for each individual benefit. (Use charts to make this information clear.) Indicate if the benefits provided to these job classes are the same, and at the same cost, as benefits provided or make available to other job classifications in the Respondent firm.

## **RFCSP ATTACHMENT B**

### **PRICE SCHEDULE**

Posted as a separate document

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



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

Contracts Disclosure Form may be downloaded at

<https://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>

Instructions for completing the Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. 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 Exhibit 1**

**SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) ORDINANCE COMPLIANCE PROVISIONS**

Posted as separate document.

**RFCSP ATTACHMENT E**  
**SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN**

Posted as separate document.

**RFCSP ATTACHMENT F**

**VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE**

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

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

**RFCSP ATTACHMENT G**

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

Posted as separate document.

## RFCSP ATTACHMENT H

### CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

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

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

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

**Print and sign your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g. 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**  
**TREE AND PALM PRUNING REPORT**  
Posted as a Separate Document



**RFCSP ATTACHMENT J**  
**TREE REMOVAL REQUEST FORM**  
Posted as a Separate Document

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 References RFCSP Attachment A, Part One	
Experience, Background & Qualifications RFCSP Attachment A, Part Two	
Proposed Plan RFCSP Attachment A, Part Three	
Pricing Schedule RFCSP Attachment B	
*Contracts Disclosure Form RFCSP Attachment C	
Litigation Disclosure RFCSP Attachment D	
*SBEDA Form – Utilization Plan or Commitment Form RFCSP Attachment E; and Associated Certificates, if applicable	
*Veteran-Owned Small Business Preference Program Tracking Form RFCSP Attachment G	
*Certificate of Interested Parties (Form 1295) RFCSP Attachment H	
Financial Information	
Proof of Insurability Insurance Provider's Letter Copy of Current Certificate of Insurance	
*Signature Page (only required for a hard copy submission) RFCSP Section 007	
*Signed Addenda, if applicable.	
Proposal Checklist RFCSP Attachment K	
One <b>COMPLETE</b> (1) Original, <b>seven (7)</b> hard copies <b>WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO SBEDA, VOSB AND/OR PRICING TO BE INCLUDED in the 7 copies)</b> and one (1) CD or USB flash drive of entire proposal in PDF format if submitting in hard copy.	

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

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

<p>RFCSP AC for Tree and Palm Maintenance - CCDO RFCSP 18-071, RFx: 6100010623</p> <p>Score Summary FINAL EVALUATION Friday, October 19, 2018</p>	<p>Maximum Points</p>	<p>Booker's Tree Service 6515 Magic Oaks San Antonio, Texas 78239</p>	<p>Shawnee Mission Tree dba Arbor Masters Tree Service 1510 Jelmak Street Grand Prairie, Texas 75050</p>
A - Experience, Background, Qualifications	30	27.80	24.60
B - Proposed Plan	30	26.80	23.00
A - B SUB-TOTAL	60	54.60	47.60
C - Price Schedule	20	16.17	20.00
D - SBEDA - SBE Prime Contract Program	10	10.00	0.00
SBEDA - M/WBE Prime Contract Program	10	10.00	0.00
C - D SUB-TOTAL	40	36.17	20.00
TOTAL SCORE	100	90.77	67.60
RANK BASED ON TOTAL SCORE		1.00	2.00