

ORDINANCE 2021-06-10-0422

APPROVING A CONTRACT WITH DUE AMICIS, INC., DBA GREEN LANDSCAPING, TO PROVIDE MOWING SERVICES AT 15 HISTORICAL CITY CEMETERY PROPERTIES FOR THE PARKS AND RECREATION DEPARTMENT FOR AN ESTIMATED ANNUAL COST OF \$125,023.50, BEGINNING UPON AWARD THROUGH MARCH 31, 2024, WITH TWO, ONE-YEAR RENEWAL OPTIONS. FUNDING IS AVAILABLE FROM THE FY 2021 CITY CEMETERIES FUND ADOPTED BUDGET AND FUNDING FOR SUBSEQUENT FISCAL YEARS IS SUBJECT TO CITY COUNCIL APPROVAL OF THE ANNUAL BUDGET.

* * * * *

WHEREAS, the City released a Request for Competitive Sealed Proposals (RFCSP) for a contractor to provide all labor, equipment, materials, expertise and tools required to perform mowing services at 15 historical City cemetery properties; and

WHEREAS, eight proposals were received and evaluated; and

WHEREAS, based on the City's standard RFCSP evaluation process staff recommends Due Amicis, Inc., dba Green Landscaping, for award of this contract; and

WHEREAS, approval of this ordinance will authorize a contract beginning upon the effective date of the ordinance awarding the contract and terminating March 31, 2024, with the option for the City to renew for two additional one-year periods; and

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

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

SECTION 1. The proposal submitted by Due Amicis, Inc., dba Green Landscaping, to provide the Parks and Recreation Department with mowing services at 15 historical City cemetery properties for an estimated annual cost of \$125,023.50 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 matrix and contract is attached hereto and incorporated herein for all purposes as **Exhibit I.**

SECTION 2. Funding for this ordinance in the amount of \$125,023.50 is available in Fund 29601000, Cost Center 2309070001 and General Ledger 5204050 as part of the Fiscal Year 2021 budget approved by City Council.

LC
06/10/21
Item No. 5

SECTION 3. Additional funding for future years is contingent upon City Council approval of the Fiscal Year 2022 and subsequent budgets that fall within the term of this contract.

SECTION 4. Payment is authorized to Due Amicis, Inc., dba Green Landscaping, and should be encumbered with a purchase order.

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

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

PASSED AND APPROVED this 10th day of June, 2021.



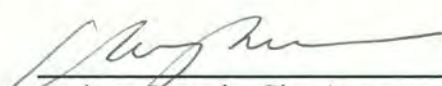
M A Y O R
Ron Nirenberg

ATTEST:



Tina J. Flores, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney



City of San Antonio

City Council

June 10, 2021

Item: 5

File Number: 21-3263

Enactment Number:

2021-06-10-0422

Ordinance approving a contract with Due Amicis, Inc., dba Green Landscaping, to provide mowing services at 15 historical City cemetery properties for the Parks and Recreation Department for an estimated annual cost of \$125,023.50, beginning upon award through March 31, 2024, with two, one-year renewal options. Funding is available from the FY 2021 City Cemeteries Fund Adopted Budget and funding for subsequent fiscal years is subject to City Council approval of the annual budget. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]

Councilmember Jada Andrews-Sullivan made a motion to approve. Councilmember Ana E. Sandoval seconded the motion. The motion passed by the following vote:

Aye: 10 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia,
Gonzales, Cabello Havrda, Sandoval, Courage and Perry

Absent: 1 Pelaez

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Exhibit I

| RFCSP Mowing Services for Historic Cemeteries (20-102; RfX 6100013123) Score Summary FINAL EVALUATION April 29, 2021 | Maximum Points | Due Amicis, Inc. d/b/a Green Landscaping P.O. Box 700542 San Anontio, Texas 78270 | Ruben Arcinaga 123 South Mesquite San Antonio, Texas 78023 | Olympia Landscape Development, Inc. 6209 McPherson Rd. Laredo, Texas 78401 | BT Dependable, Services LLC 1130 Hampton Ave. San Antonio, Texas 78245 | La Med Facility Maintence, Inc. 5401 Bandera Rd. Suite #2 San Antonio, Texas 78238 | Cutrite, LLC 18775 Redland Rd. San Antonio, Texas 78529 | American Abatement 3725 Pitluk Ave. San Antonio, Texas 78211 | RPonds Services 11806 Arbor Mesa San Antonio, Texas 78209 |
|--|----------------|--|--|---|--|---|---|--|---|
| A - Experience, Background, Qualifications | 30 | 28.00 | 21.50 | 17.50 | 16.50 | 18.00 | 21.75 | 10.25 | 8.50 |
| B - Proposed Plan | 35 | 31.25 | 21.00 | 22.00 | 20.00 | 18.00 | 24.50 | 10.00 | 11.75 |
| A - B SUB-TOTAL | 65 | 59.25 | 42.50 | 39.50 | 36.50 | 36.00 | 46.25 | 20.25 | 20.25 |
| C - Price Schedule | 15 | 11.22 | 13.38 | 15.00 | 7.66 | 5.18 | 12.90 | 2.67 | 1.51 |
| D - SBEDA - SBE Prime Contract Program | 20 | 10.00 | 20.00 | 20.00 | 20.00 | 20.00 | 0.00 | 20.00 | 20.00 |
| C - D SUB-TOTAL | 35 | 21.22 | 33.38 | 35.00 | 27.66 | 25.18 | 12.90 | 22.67 | 21.51 |
| TOTAL SCORE | 100 | 80.47 | 75.88 | 74.50 | 64.16 | 61.18 | 59.15 | 42.92 | 41.76 |
| RANK BASED ON TOTAL SCORE | | 1.00 | 2.00 | 3.00 | 4.00 | 5.00 | 6.00 | 7.00 | 8.00 |

*One evaluation Meeting held no interviews conducted.

**INTEGRATION AGREEMENT
FOR
ANNUAL CONTRACT FOR MOWING SERVICES AT HISTORICAL CEMETERIES

REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)
NO. 6100013123**

This Agreement is entered into by and between the **City of San Antonio**, Texas, a home-rule municipal corporation (“City”) acting by and through its Director of Finance or said Director’s designee (“Director”), pursuant to Ordinance No. _____ passed and approved on the _____ day of _____, 20____, and **Due Amicis, Inc., dba Green Landscaping** (“Contractor”). City and Contractor may be referred to herein collectively as the “Parties”.

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

1.0 CONTRACT DOCUMENTS

The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below:

- a. This Integration Agreement;
- b. City’s RFCSP No. 6100013123, including all exhibits, attachments and addendums thereto (**Exhibit A**); and
- c.. Contractor’s Proposal in response to RFCSP No. 6100013123 (**Exhibit B**).

2.0 TERM

- 2.1 This contract shall begin upon the effective date of the ordinance awarding the contract and terminate MARCH 31, 2024, unless sooner terminated in accordance with the provisions of this Agreement.
- 2.2 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 the Director, without additional City Council approval, subject to and contingent upon appropriation of funding therefor.

- 2.3 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, subject to and contingent upon appropriation of funding therefor.

3.0 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:

- a. 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 must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended.
- b. Any other change will require approval of the City Council, City of San Antonio.
- c. Changes that do not involve an increase in contract price may be made by the Director.
- d. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated herein.

4.0 SITE DELETIONS

- 4.1 Section 004 - SPECIFICATIONS / SCOPE OF SERVICES, 4.20 Site Deletions, is hereby deleted in its entirety and replaced with the provisions in this Article 4.0, Site Deletions.
- 4.2 During the contract period, the City may delete locations from the contract. Deletions shall be made by written change order to the contract.
- 4.3 If a site is deleted from the contract, the contractor shall cease performing services for the location as of the effective date of the change order and contractor shall not invoice for the deleted site.

5.0 WORK SCHEDULE - CYCLES

- 5.1 Section 004 - SPECIFICATIONS / SCOPE OF SERVICES, 4.22 Work Schedule – Cycles, is hereby deleted in its entirety and replaced with the provisions in this Article 5.0, Work Schedule – Cycles.

- 5.2 Contractor shall abide by the City's rules regarding work on Ozone Alert Days. Contractor shall make necessary arrangements to receive Ozone Alert information.
- 5.3 City shall have the right, at City's election, to delay, cancel or add mowing cycles. If the City cancels a mowing cycle, Contractor will not be paid for the cancelled cycle. If the City delays a mowing cycle, City and Contractor will work together to modify the mowing cycle schedule and Contractor will be paid for all completed mowing cycles. If City elects to add new mowing cycles, Contractor will be paid for the additional cycles at the per cycle rate shown in Attachment B – Price Schedule. If City elects to add new park locations or modify acreage at a pre-existing park, Contractor will be paid for the additional cycles at the per acre rate shown in Attachment B, regardless of the number of acres added. All acreage amounts may be changed if found to be incorrect however the City's determination of acreage shall be final and dispositive.

6.0 CRIMINAL BACKGROUND CHECKS

- 6.1 Section 004 - SPECIFICATIONS / SCOPE OF SERVICES, 4.23 Criminal Background Checks, is hereby deleted in its entirety and replaced with the provisions in this Article 6.0, Criminal Background Checks.
- 6.2 At its own expense, Contractor is responsible for assessing risk and maintaining effective background check policy and procedures for all employees, staff and subcontractors responsible for performing services under this contract. Contractor shall retain all employee records, including any criminal background checks, for the retention period stated in RFCSP Section 006-General Terms and Conditions.

7.0 NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City of San Antonio
 Parks & Recreation Department
 P.O. Box 839966

If intended for Contractor, to:

Due Amicis, Inc., dba Green Landscaping
 P.O. Box 700542
 San Antonio, Texas 78270

San Antonio, Texas 78283-3966

With copy to:
City of San Antonio
Finance Department, Purchasing Division
P.O. Box 839966
San Antonio, Texas 78283-3966

8.0 ENTIRE AGREEMENT

This Agreement, together with its exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

EXECUTED and **AGREED** to as of the dates indicated below. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

CITY OF SAN ANTONIO

**DUE AMICIS, INC., DBA GREEN
LANDSCAPING**

Name: Norbert Dziuk

Title: Assistant Finance Director

Date:

Name: Robert P. Green III

Title: President

Date: 5/25/2021

Approved as to Form:

Assistant City Attorney



CITY OF SAN ANTONIO
FINANCE DEPARTMENT - PURCHASING DIVISION

REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP") **20-102**
RFx NO.: **6100013123**

ANNUAL CONTRACT FOR MOWING SERVICES AT HISTORICAL CEMETERIES

Date Issued: **February 3, 2021**

BIDS MUST BE RECEIVED **NO LATER THAN:**
2:00 P.M., CENTRAL TIME, **March 12, 2021**

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

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NO DBE / ACDBE Requirements: NO

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

Pre-Submittal Conference: Due to inclement weather the Pre-Submittal Conference scheduled for today, **February 15, 2021, at 11:00 a.m.**, has been **cancelled**. The City will reschedule and the conference notice will be issued via an upcoming addendum.

***Pre-Submittal Conference: February 23, 2021 at 1:30 p.m., Central Time via WebEx:**

Join from the meeting link

<https://sanantonio.webex.com/sanantonio/j.php?MTID=me49eea5781107244082923e0b359962b>

Meeting Number (access code): **133 202 4277**

Meeting Password: **VAsrmFMj497**

Join by phone: **1-469-210-7159**

Staff Contact Person: Yvonne Rodriguez, Procurement Specialist III Email: yvonne.rodriguez@SanAntonio.gov

RESTRICTIONS ON COMMUNICATIONS

In accordance with and as authorized by Section 2-61 of the City Code, the following restrictions on communications apply to this solicitation.

Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFCSP or proposal from the time the RFCSP has been released until the contract is posted for consideration as an agenda item during a meeting designated as A session; and 2) City employees from the time the RFCSP has been released until the contract is approved at a City Council "A" session.

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

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

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

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PART A

Submission of Proposals:

Respondent **MUST** submit proposals electronically.

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.

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

Modified Proposals: Proposals may be modified provided such modifications are received prior to the time and date set for submission of proposals. All proposals must be submitted electronically and a modified proposal will automatically replace a prior proposal submission.

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

Forms Requiring Signatures:

Signature Page: For electronic proposals, Respondent's electronic submission constitutes a binding signature for all purposes.

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

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

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

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

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

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

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

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

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

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

Restrictions on Communication:

Respondents are prohibited from communicating with: 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFCSP or proposal from the time the RFCSP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an "A" session; and 2) City employees from the time the RFCSP has been released until the contract is 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, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed below **by Friday, February 26, 2021 at 2:00 p.m. Central Time**. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail to:

Yvonne Rodriguez, Procurement Specialist III
City of San Antonio, Finance Department – Purchasing Division
yvonne.rodriguez@SanAntonio.gov

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

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

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the required SBEDA forms. The point of contact may be reached by telephone at (210) 207-3922 or by e-mail at SBEDAdocs@sanantonio.gov. *There is no contact permitted to the Small Business Office regarding this solicitation after the solicitation closing date.*

Respondents may contact the Vendor Support staff at (210) 207-0118 or by email at vendors@sanantonio.gov 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 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. Pre-Submittal conference participation is optional, but highly encouraged.

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

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

Changes to RFCSP:

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

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

Preparation of Proposals:

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

Proposal Format: Each proposal shall be typewritten, single-spaced and submitted on 8 ½" x 11" page layouts. 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. Margins shall be no less than 1" around the perimeter of each page. Websites or URLs shall not be submitted in lieu of the electronic submission through City's portal. **ELECTRONIC** proposals must include **ALL** the sections and attachments in the sequence listed in the RFCSP, Part B, Submission Requirements, and **each section and attachment must be indexed as in the Table of Contents page**. For electronic submissions, each separate section should be attached as a separate file.

Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

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

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

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

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

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

Description of Supplies:

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

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

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

Samples, Demonstrations and Pre-award Testing: If requested by City, Respondent shall provide product samples, demonstrations, and/or testing of items proposed to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 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.

Respondent's Due Diligence.

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

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

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

Interlocal Participation:

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

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

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

Rejection of Proposals:

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

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

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

The proposal is conditional; or

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

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

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

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

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

Proposal Opening: Proposals will be opened publicly by reading the names of the Respondents aloud online through WebEx at 2:30 p.m. Central Time on the day the proposals are due. However, in accordance with state law, the contents will not be revealed until after the contract is awarded.

Join by phone:

- 415-655-0001 US Toll
- Meeting number (access code): 289 671 748
- Meeting password: COSA

Evaluation and Award of Contract:

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

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

A written award of acceptance (manifested by a City Ordinance) and Purchase Order furnished to Respondent results in a binding contract without further action by either party. Vendor must have the Purchase Order before making any delivery.

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

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

Inspection of Facilities/Equipment:

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

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

Prompt Payment Discount:

Provided Respondent meets the requirements stated herein, City shall take Respondent's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the proposal price, either per line item or total proposal amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 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 Sections 2-42 and 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

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

Pursuant to the subsection above, Respondent warrants and certifies, and a contract awarded pursuant to this RFCSP is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City.

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

State of Texas Conflict of Interest:

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

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

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

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

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

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

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

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

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

PART B

SUBMISSION REQUIREMENTS:

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

TABLE OF CONTENTS:

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

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

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

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

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

CONTRACTS DISCLOSURE FORM: Use the Form in RFCSP as Attachment C which is posted separately or Respondent may download a copy at:

<https://www.sanantonio.gov/Portals/0/Files/eforms/Atty/ContractsDisclosureForm.pdf>

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. All respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
 - a. names of the agency board members,
 - b. list of positions they hold as board members, and
 - c. Names and titles of officers of the organization.
3. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

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

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

VETERAN-OWNED SMALL BUSINESS (VOSB) PROGRAM TRACKING FORM. Pursuant to Ordinance No. 2013-12-05-0864, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation. For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form

attached to this solicitation. Respondent must complete and return the attached Veteran-Owned Small Business Program Tracking Form with the proposal submitted, as RFCSP Attachment F.

CERTIFICATE OF INTERESTED PARTIES HB FORM 1295: Respondent must complete, sign, and submit HB Form 1295 as RFCSP Attachment G.

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

Print and sign your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide the contract number, provide the RFCSP number shown on the cover page of this solicitation (e.g. IFB 6100013123, or RFCSP 6100013123).

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.

~~PROPOSAL BOND: Submit proposal bond in the amount of \$1,000.00. Respondent MUST submit a copy of the bond electronically with their proposal AND send the original proposal bond to the address below prior to proposal due date.~~

Mailing address:

City of San Antonio

Finance Department

Attn: RFCSP 20-102 for Mowing Services for Historical Cemeteries

P.O. Box 839966

San Antonio, Texas 78283-3966

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

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

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

ADDENDA: Sign and submit addenda, if any.

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

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

Evaluation Criteria Points:

- A. Experience, Background, Qualifications (30 points)**
- B. Proposed Plan (35 points)**
- C. Price (15 points)**
- D. Small Business Economic Development Advocacy Program (SBEDA) (20 points)**

SBE Prime Contract Program – 10 points 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 points

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

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

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 SCOPE

The City of San Antonio seeks proposals from qualified respondents interested in furnishing all labor, equipment, materials, expertise and tools required to perform mowing services at fifteen Historical City Cemetery properties. The mowing services will be performed in accordance with the specifications listed herein. These services are required in order to maintain the grounds appearance in an attractive and manicured manner. Mowing services shall include but are not limited to, mowing, edging, trimming, leaf/debris blowing, litter removal and sweeping. The scope of services does not include any irrigation, tree trimming or shrub pruning. The total acreage of all 15 cemeteries is approximately 50 acres.

4.2 DEFINITIONS:

4.2.1 Landscaped Turf Areas are defined as any turf areas that are specifically designed, planted, or cultivated to enhance and/or improve aesthetics of the facility, building, structure, or area.

4.3 MINIMUM REQUIREMENTS:

4.3.1 Equipment List – Attachment I. Contractor must possess the equipment identified in Attachment I at the time of proposal submission or provide a plan describing how Contractor will obtain the equipment by the contract start date.

4.4 GENERAL REQUIREMENTS:

- 4.4.1 The Contractor shall supply all labor, materials and equipment necessary for the proper execution and completion of the work; and shall perform all services, as stated in this scope of services.
- 4.4.2 Contractor shall provide full time supervision and properly skilled staff to perform the work required under this contract and shall perform the services in accordance with the specifications as defined herein.
- 4.4.3 Prior to submitting a proposal, the Contractor shall become familiar with each of the sites and be held accountable for having examined the existing conditions which may affect the work under which he/she will be obligated to perform.

4.5 WORK LOCATIONS

4.5.1 Below are general locations requiring service under this contract. A completed listing of City locations and acreage are shown on Attachment B – Price Schedule. All acreages listed are estimates. City's estimates shall be used for all purposes and shall be considered conclusive of actual size.

| Item | Name | Address Locations | Lawn Maintenance Estimated Annual Cycles |
|------|----------------------------------|-------------------------------------|--|
| 1 | City Cemetery #1 | 517 Paso Hondo, SAT, 78202 | 21 |
| 2 | City Cemetery #2 | 1900 E. Commerce, SAT, 78202 | 21 |
| 3 | City Cemetery #3 | 1200 Wyoming, SAT, 78203 | 21 |
| 4 | City Cemetery #4 | E. Commerce, SAT, 78203 | 21 |
| 5 | City Cemetery #5 | 1381 Paso Hondo, SAT, 78202 | 21 |
| 6 | City Cemetery #6 | 2015 E. Commerce, SAT, 78203 | 21 |
| 7 | Knights of Pythias | Montana @ New Braunfels, SAT, 78203 | 21 |
| 8 | Independent Order of Odd Fellows | Paso Hondo @ Monumental, SAT, 78202 | 21 |

| | | | |
|----|-----------------------------------|------------------------------------|----|
| 9 | Dignowity | 1375 Potomac, SAT, 78202 | 21 |
| 10 | St. Elmo Lodge | 1200 Wyoming, SAT, 78203 | 21 |
| 11 | Beacon Light Masonic | 1200 Wyoming, SAT, 78203 | 21 |
| 12 | United Brothers of Friendship | 1200 Wyoming, SAT, 78203 | 21 |
| 13 | Grand United Order of Odd Fellows | 1200 Wyoming, SAT, 78203 | 21 |
| 14 | San Antonio Lodge #1 | 1200 Wyoming, SAT, 78203 | 21 |
| 15 | Peter Claver | 1200 Wyoming, SAT, 78203 | 21 |
| 16 | Alamo Masonic - | Paso Hondo @ Monumental, SAT 78202 | 21 |

4.6 SERVICE CYCLE QUANTITY AND HOURS

- 4.6.1 Contractor shall provide services as per on Attachment B - Price Schedule. Contractor shall provide Parks Department representative with a mowing schedule 7 days after contract award. That schedule shall become part of this contract and be incorporated as if fully set forth herein.
- 4.6.2 The City reserves the right to adjust and/or modify proposed work schedules due to heavy peak periods or weather conditions such as heavy rain or drought. Drought conditions in San Antonio may last a few weeks to several months, which would require little, if no mowing.
- 4.6.3 Depending on the weather, the frequency of services may be increased or decreased as authorized by Parks Department representative. Service calls beyond the estimated cycle(s) shall be billed according to prices bid on the price schedule.
- 4.6.4 Mowing and Litter Removal Services shall occur on the schedule shown below for all months during the term of this Contract:
- March through November – two times each month
December through February – one time each month
- 4.6.5 Contractor and City will work cooperatively to establish specific mowing dates during the term of the Agreement. A 12-month mowing schedule will be established and agreed upon by both the Contractor and the City by December each year for the following calendar year. **Mowing will be scheduled so that the Cemeteries are neat and clean for major holidays to include but not limited to Easter, Memorial Day, Mother's Day, Father's Day and Veterans Day.**
- 4.6.6 Contractor will provide notification to City one business day in advance of performing Mowing and Litter removal services. Any proposed changes to the agreed upon mowing schedule should be sent to the designated Department representative at least one month in advance. Mowing and litter removal shall take place only between the hours of 7:30 a.m. and 7:00 p.m., Monday through Friday, excluding City Holidays.
- 4.6.7 Services using gasoline-powered lawn equipment may not be performed on Air Quality Alert Days, unless EPA low emission units are approved by the City.
- 4.6.8 Contractor shall report graffiti to the "Graffiti Hotline" at (210) 207-4400 or 311.

4.7 TEMPORARY REDUCTION IN SERVICE SCHEDULES

- 4.7.1 There may be periods during the year where the City may require services to be reduced or halted temporarily for some locations. During dormant periods, the City may require that Contractor reduce the number of cycles or stop services all together.

- 4.7.2 Adjustments and/or modifications to the schedule will be coordinated and implemented by Parks Department representative.
- 4.7.3 City will provide a 48-hour notice to Contractor for schedule modification. City shall have no obligation to pay when services are not performed.
- 4.7.4 Any adjustments to the schedule made by City shall be in writing and become part of this contract and be incorporated as if fully set forth herein.

4.8 PERSONNEL/EQUIPMENT

- 4.8.1 City encourages the use of equipment operating a Tier 4 conventional fuel engine or alternative fuel such as Compressed Natural Gas, Propane or Electricity. [Tier 4 is defined as a federally mandated air-quality emissions standards established by the U.S. Environmental Protection Agency (EPA) that applies to new diesel-powered mower engines (25 horsepower and larger)].
- 4.8.2 All equipment must be equipped with safeguards as outlined by ANSI and OSHA.
- 4.8.3 Any additional equipment required to accomplish the requirements of this contract shall be of the size and type customarily used to accomplish work of this kind and no equipment shall be used which is harmful to the areas being serviced.
- 4.8.4 All equipment must always be in good working condition.
- 4.8.5 Contractor shall be equipped with enough string trimmers and employees to operate them when ground conditions are too wet for mowers. City will not be responsible for any materials, tools and/or equipment that are unattended by Contractor.
- 4.8.6 Contractor shall be required to employ staff necessary to complete the requirements of this contract. Personnel shall include, but not be limited to:

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

Crew Leader(s) - consists of staffing to be the main responders to emergency situations or site-specific questions/problems, specific work details and priorities, etc.

Laborers - provide the day to day services.

LANDSCAPE SERVICES

4.9 MOWING

- 4.9.1 Contractor shall mow open areas, trim around all gravestones, boundary borders, grave covers, monuments, fence lines, trees/shrubs and the ditches up to the paved road. Mowing shall be accomplished to a height of not less than 2" and no more than 3" inches in a professional manner so as not to scalp turf or leave areas of uncut grass. The City may require height adjustments as needed due to seasons, turf conditions, or weather conditions. Such heights shall be determined by Parks Department Representative through written notification to the Contractor. All such notifications shall be incorporated as if fully set forth herein. All mowing shall be even and consistent.
- 4.9.2 Equipment must be operated at an optimum traveling speed to match the blade speed to properly cut grass and provide the optimal desired "manicured" cut designated by the City staff.
- 4.9.3 Contractor shall mow as close as possible to all fixed objects, taking extreme care not to damage trees, plants, shrubs, signs, water faucets, valves, or other appurtenances including gravestone or tombstones. No ruts in ground surface or visible mow tracks shall exist as a result of mowers or other equipment utilized in the performance under this Contract. All ruts or visible mow tracks shall be sufficiently covered by Contractor, so they do not appear as such. Contractor shall be responsible for any damage to these objects, which shall be replaced by Contractor at Contractor's expense. Contractor shall be responsible for taking necessary

precautions to prevent damage to headstones, markers, monuments, flower vases, and other structure during maintenance operations. Particular care will be necessary to protect headstones from chipping, scraping, scratching, breaking or soiling.

- 4.9.3.1 City may invoice Contractor for said costs or deduct the cost from Contractor's payment otherwise due hereunder. Note: City employs certified employees in specific areas identified above. These City employees will assess and report damages and associated costs to the Department Representatives. Contractor agrees to abide by City's determination of fault and determination of costs.
- 4.9.4 Hand/string trimming shall be accomplished around trees, plants, shrubs, signs, water faucets, valves, and other appurtenance or hard surfaces.
- 4.9.5 The entire grounds including parking areas, fence lines, walkways, trees, shrubs, groundcover, landscaped, and mulched areas shall be weeded at each service call to avoid weed accumulation and unwanted vegetation. In addition, areas around all utility poles, flag poles, and sidewalk/curb cracks shall be kept free of weeds or shrubbery which may grow around or within them.
- 4.9.6 Landscaped and groundcover areas such as, but not limited to, planter beds, rock beds, mulched beds, and tree wells shall be kept free of weeds, debris or other objectionable materials.
- 4.9.7 The Contractor shall mow and trim sites in such a manner to avoid bumping, girdling, or any other activity that may cause damage to trees, shrubs, plants, fences, or other hard surfaces.
- 4.9.8 Contractor shall not mow under conditions wet enough that may result in damage to turf or create unsafe mowing conditions.
- 4.9.9 The following minimum precautions shall be taken to avoid damage:
 - 4.9.9.1 Power mowers shall not be operated closer than four (4) inches to headstones, monuments, markers, other structures or tree trunks.
 - 4.9.9.2 Outside wheel widths on riding type tractors shall not exceed the width of the mower deck. Speed of all lawn mowing equipment shall be restricted to that required for safe and prudent operations.
 - 4.9.9.3 Scalped turf (i.e. turf cut down to ground level) will be considered damage to City property. If said turf dies, the Contractor will replace turf with exact same type of turf at Contractor's expense, or City may replace same at Contractor's expense.
 - 4.9.9.4 No tools or other articles shall be placed on or leaned against headstones. Contractor's personnel shall not be permitted to sit on or lean against headstones at any time.
 - 4.9.9.5 String trimmers shall be used to trim grass from around headstones, monuments, markers, or other structures.
 - 4.9.9.6 Vehicle may only be driven and parked on cemetery roads.

4.10 REMOVAL OF GRASS CLIPPINGS

- 4.10.1 Removal of cut grass from the turf area where growth occurred will not be required unless grass is clumped. It is the City's goal to ensure aesthetically pleasing locations, so all clumped grass due to moisture should be removed or spread out evenly. Cut grass and debris which falls or is thrown upon the pavement, streets, sidewalks, driveways, adjacent properties, or other hard surface through the action of the work crew, shall be removed from the project area prior to the exit of the work crew from the work site.
- 4.10.2 Contractor shall ensure said debris is disposed of in a proper manner. Debris shall not be deposited into City or privately-owned trash receptacles, dumpsters or left on the grounds of any facility.
- 4.10.3 Grass, weeds, trash, leaves, branches or debris shall NOT be blown or discharged into the streets or gutters.

4.11 EDGING/STRING TRIMMING

- 4.11.1 Contractor shall cut and remove all plant materials immediately adjacent to or under project area structures, poles, trees, signs, fences, planting beds, etc. This shall also include the removal of all plant material from expansion joints and any other cracks in curbs, sidewalks (both sides), driveways and any other hard surface.
- 4.11.2 All trimming shall be accomplished maintaining the required 2" cutting height or any adjusted height requested by the City.
- 4.11.3 Trimming shall follow all mowing in the area to not only trim around objects and along sidewalks, but also to trim grass missed by mowers.
- 4.11.4 All areas where grass abuts hard surfaces such as sidewalks, curbs, and lawn perimeters shall be edged at each service cycle. Grass around headstones, monuments, trees, sidewalks and/or any other structure or building shall be neatly trimmed at each cycle.
- 4.11.5 Areas where an edger is difficult to maneuver such as fences, utility poles, monuments, headstones, markers, structures and other immobile objects shall be cut with a string trimmer to the same height as the mowed areas.
- 4.11.6 All sidewalks, curbs, and steps must be mechanically edged to a one (1") inch depth and 1/4-inch width where they exist exposing the concrete surface. The initial edging shall be completed by the end of the first cycle.
- 4.11.7 All edges must be maintained throughout the duration of the contract using a vertical cut approach. All material dislodged by edging must be removed from the site. Sidewalks must be edged on both sides.
- 4.11.8 All clippings, trimmings, or any other debris generated from mowing, edging and trimming activities shall be removed by the Contractor upon completion.

4.12 LITTER PICK UP

- 4.12.1 Litter shall be picked up and legally disposed of all litter trash and debris at the cemeteries each time mowing occurs. Litter, trash and debris include faded flowers (plastic or fabric), palm fronds, fallen tree branches, leaves, blown paper, dumped trash, trash shredded by mowers and any and all other debris originated from a natural process or generated from human activities.
- 4.12.2 Any freshly placed flowers shall be removed as required to successfully perform Mowing services and then placed back in their original location. Contractor shall be responsible for: a) removing all full and partially full trash bags from the Cemeteries for proper disposal. Debris shall not be deposited into City or privately-owned trash receptacles, dumpsters or left on the side of any facility, sidewalk, or road.

4.13 POWER BLOWER/SWEEPING

- 4.13.1 All hard surfaces such as headstones, monuments, parking lots, sidewalks, entrance and exit areas, concrete pads, or asphalt roads shall be swept or blown clean at the conclusion of each cycle. When complete, the hard surface areas shall be free of debris including any debris generated from performing each cycle.
- 4.13.2 Grass, weeds, trash, leaves or debris shall **NOT** be blown or discharged into the streets or gutters.

4.14 UNIFORMS

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

4.15 VEHICLES

- 4.15.1 Contractor's work vehicles must be clearly marked with the contractor's company logo on the side. City will not be responsible for contractor vehicles that are ticketed for parking violations received while performing the work described herein. Contractor is responsible for arranging for the legal parking of its service vehicles.

- 4.15.2 Contractor's name must be clearly exhibited on the side of each vehicle licensed for travel on public roads. Contractor shall not park vehicles in areas that create potential hazardous traffic situations.

4.16 INSPECTIONS

- 4.16.1 Contractor shall email the City Department Representative (designated at contract award kick-off meeting), within 48 hours after completion of service cycle, to confirm that the work was performed in accordance with the scope of services. Notification shall include, at a minimum, a list of locations serviced, and the date and time the service(s) were provided. This will be used for reconciliation, auditing, invoice validation and tracking. Failure to provide this email notification, as requested, may result in delay or rejection of payment.
- 4.16.2 The City Department Representative will inspect locations within 48 hours to confirm services were performed as per contract requirements. The contractor shall be notified verbally and in writing about the results of its performance at each location. If the Contractor's work does not meet the requirements of this contract, the contractor shall correct any identified deficiencies within 24 hours of notification and contact the respective Department Representative when the corrections have been performed. The work will be re-inspected by the City prior to authorizing payment for the submitted invoice. Correction of deficiencies shall be at Contractor's sole cost and expense

4.17 SERVICE CYCLE TIME LIMITS

- 4.17.1 Contractor shall perform services until all work has been completed. If services have not been completed, the contractor must continue the next workday until the services are completed. This includes debris pickup, removal and disposal, edging, blowing and sweeping and all requirements of the scope of services.

4.18 CONTRACTOR STAFF COMMUNICATION

- 4.18.1 Contractor shall provide crew leader and laborers communication equipment as necessary to perform the services of this Contract. This may include 2-way radios, pagers, cellular phones, telephone answering devices, etc.
- 4.18.2 Contractor shall respond to communication requests from the City representative within 2 hours of receipt of communication during the normal working hours of 7:30 a.m. to 7:00 p.m.

4.19 SAFETY OF WORK CREW

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

4.20 SITE DELETIONS

- 4.20.1 During the contract period, the City may delete locations from the contract. Deletions shall be made by written change order to the contract.
- 4.20.2 If a site is deleted from the contract, the contractor shall cease performing services for the location as of the effective date of the change order and reflect the reduced acreage on its invoices by reducing the contract fee by the full amount for the specific site.

4.21 INCLEMENT WEATHER

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

4.22 WORK SCHEDULE - CYCLES

- 4.22.1 Contractor shall abide by the City's rules regarding work on Ozone Alert Days. Contractor shall make necessary arrangements to receive Ozone Alert information.
- 4.22.2 City shall have the right, at City's election, to delay, cancel or add mowing cycles. If the City cancels a mowing cycle, Contractor will not be paid for the cancelled cycle. If the City delays a mowing cycle, City and Contractor will work together to modify the mowing cycle schedule and Contractor will be paid for all completed mowing cycles. If City elects to add new mowing cycles, Contractor will be paid for the additional cycles at the per cycle rate shown in Attachment B – Price Schedule. If City elects to add new park locations or modify acreage at a pre-existing park, Contractor will be paid for the additional cycles at the per acre rate shown in Attachment B., regardless of the number of acres added. Any locations identified on the Price Schedule from a sector that was not originally awarded to Contractor will be paid at the rate Contractor originally bid for that location, if later added. All acreage amounts may be changed if found to be incorrect however the City's determination of acreage shall be final and dispositive.

4.23 CRIMINAL BACKGROUND CHECKS

- 4.23.1 At its own expense, Contractor shall conduct and coordinate statewide criminal background checks on all employees responsible for performing contractual services prior to beginning work. Contractor employees must not have had any criminal convictions within the past 3 years for a felony, or for public lewdness, indecent exposure, prostitution or promotion of prostitution. Contractor is required to maintain the proof of background checks.
- 4.23.2 Contractor shall obtain proof that all personnel assigned to City facilities have had a criminal background check prior to their assignment. The proof shall be provided to the City representative upon request.
- 4.23.3 Contractor shall remove an employee from service under this contract should Contractor become aware that the employee has been convicted of a crime as described above.
- 4.23.4 Contractor shall retain all employee records, including criminal background checks, for the retention period stated in section 006-General Terms and Conditions, and make them available to City as stated in that section.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term:

The Original Contract Term will not exceed a period of three (3) years. This contract shall begin upon the effective date of the ordinance awarding the contract and terminate March 31, 2024.

Renewals:

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

Temporary Short Term Extensions:

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

Temporary Contract Pending Award of Contract by City Council:

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

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

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

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

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, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Finance Department, which shall be clearly labeled "**Annual Contract for Mowing Services at Historical Cemeteries**" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance.

The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the Finance Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

- B. The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.
- C. A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor'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 d. Contractual Liability e. Independent Contractors f. Damage to property rented to you | For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage must be on a per project aggregate. |
| 4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles | <u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence |
| 5. Umbrella or Excess Liability Coverage | \$2,000,000 per occurrence combined Bodily Injury (including death) and Property Damage. |

- D. Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Contractor. Contractor 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. Contractor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Contractor shall pay any costs incurred resulting from provision of said documents.

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

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
 - Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
 - Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- G. Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- H. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- I. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.
- J. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- K. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.
- L. Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

Workers' Compensation:

Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Incorporation of Attachments:

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

Attachment A – Part One – General Information

Attachment A – Part Two – Experience, Background, Qualifications

Attachment A – Part Three – Proposed Plan

Attachment B – Price Schedule

Attachment C – Contracts Disclosure Form

Attachment D – Litigation Disclosure Form

- Attachment E – Small Business Economic Development Advocacy (SBEDA) Program and SBEDA Utilization Plan Commitment Form
- Attachment F – Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance and Veteran-Owned Small Business (VOSB) Preference Program Tracking Form
- Attachment G – Certificate of Interested Parties (Form 1295)
- Attachment H – Working with COSA – Keys to Faster Payments
- Attachment I – Equipment List
- Attachment J – Proposal Checklist
- Attachment K - Map of Historical Cemetery Locations
- Attachment L – Aerial Photos of Historical Cemeteries
- Attachment M – City Holidays and Closures
- Attachment N – Pre-Submittal Agenda

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 Order: 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.

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

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

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

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

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

Non-waiver of Performance: Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

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

Non-discrimination: As a condition of entering into this agreement, Vendor represents and warrants that it will comply with the City's Commercial Nondiscrimination Policy, as described under Section III.C.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and

may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

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

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.

Prohibition on Contracts with Companies Boycotting Israel:

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$1000, 000 or more that is to be paid wholly or partly from public funds of the governmental entity.

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

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

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.

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

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

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

007 - SIGNATURE PAGE

By submitting a proposal, Respondent represents that:

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

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

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

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

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

Respondent Information

Please Print or Type

Vendor ID No.

Signer's Name

Name of Business

Street Address

City, State, Zip Code

Email Address

Telephone No.

Fax No.

City's Solicitation No.

Signature of Person Authorized to Sign Proposal

008 - STANDARD DEFINITIONS

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

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

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

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

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

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

City Designated Departmental Representative (CDDR) – the facilities maintenance manager or coordinator for the respective City department.

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

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

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

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

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

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

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

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

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

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

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

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

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

Sealed Proposal - a proposal submitted as a sealed document, 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

ATTACHMENT A, PART ONE

GENERAL INFORMATION

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

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Email address: _____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

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

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

Printed Name of Contract Signatory: _____

Job Title: _____

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

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

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

List Related Companies:

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ___ No ___

4. Is Respondent registered with the Texas Secretary of State?

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

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

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

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

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

Years _____ Months _____

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

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

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

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

Years _____ Months _____

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

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

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

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

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

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

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

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

11. **Previous Contracts:**

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

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

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

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

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

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

REFERENCES

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

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

ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

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

1. Fully describe your company and experience as it relates to the following:
 - a. History of successful projects of company (to include number of years in business);
 - b. History of company operations over the past three years;
 - c. History of lawn service contracts to include cemetery mowing services, facilities or organizations, address, phone numbers, points of contact, length of contracts, and which contracts, if any, were terminated for cause or convenience.
2. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe relevant projects of similar size and scope performed over the past three years. Identify associated results or impacts of the project/work performed.
3. Describe length of time Respondent has performed project(s) of similar size and scope, including services around highly visible public buildings, a location with high profile interest.
4. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
5. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
6. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past.
7. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.
8. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
9. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items.

Landscape Services 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 mowing service requirements to implement contract by April 2021. Provide information such as badging and staffing, availability of equipment and any equipment to be acquired to perform the scope of services. Indicate what the timeframes are for Respondents to be able to mobilize upon contract award.
2. Staffing Plan – Describe Respondent Staffing Plan for providing mowing Services at Historical cemeteries. Provide a weekly staffing schedule which shows the mowing schedule.
3. Provide an organizational chart showing how you propose to staff the project. For each position reflected on the organizational chart, provide the following information for individual(s) assigned to each position.
 - a. Describe the number of Crew Leaders, and /or Project Manager(s), and laborers that will be assigned to the contract. Indicate the proposed time frame for performing mowing services at each location, (i.e. between the hours of 7:30 a.m. – 7:00 p.m.; all day, etc.
 - b. Site: Provide the address of the facility which you will use for this project. Describe your current capacity to serve the contractual duties of this contract as well as additional capacity that you will need as a result of this contract. If additional resources are needed, describe your plan for acquiring these resources. Pictures or lists of equipment/resources readily available to perform required services may be used to expand or clarify.
 - c. Equipment: Provide plan to obtain additional equipment (if needed).
 - d. Provide your firm's planned maintenance schedule for equipment to be used on this contract (frequency, procedures, etc.)
4. 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.
5. Environmental Standards/Practices – Describe alternatives to the use of gas powered machines on air quality days.
6. Customer Service Plan – Describe Respondent customer service plan and discuss lines of communication and interaction with City customers, including City Staff and others.
7. 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.
8. 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.
9. Wages 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 per employee related to these benefits. Indicate what amount and percent of the costs are paid by the Respondent and what amount and percent are paid by the employee for each individual benefit. (Use charts to make this information clear.) Indicate if the benefits provided to these job classes are the same, and at the same cost, as benefits provided or made available to other job classifications in the Respondent firm.

ATTACHMENT B - PRICE SCHEDULE

| | | | | | |
|--|-----------------|-------------------------------|-----------------|-------------------------------|--|
| Location 1 > City Cemetery #1 - 10.6 acres > Address. - 517 Paso Hondo, SAT 78202 | | | | | |
| Item 1 | Required Items | Estimated Annual Quantity (A) | Unit of Measure | Price per unit of measure (B) | Extended Price (Quantity x unit price) C (A x B = C) |
| a | Mowing Services | 21 | Cycle | \$ _____ | \$ _____ |

| | | | | | |
|---|-----------------|-------------------------------|-----------------|-------------------------------|--|
| Location 2 > City Cemetery #2- 2.5 areas > 1900 E. Commerce, SAT 78202 | | | | | |
| Item 2 | Required Items | Estimated Annual Quantity (A) | Unit of Measure | Price per unit of measure (B) | Extended Price (Quantity x unit price) C (A x B = C) |
| a | Mowing Services | 21 | Cycle | \$ _____ | \$ _____ |

| | | | | | |
|---|-----------------|-------------------------------|-----------------|-------------------------------|--|
| Location 3 City Cemetery #3- 11.9 acres Combined with #10-16 > 1200 Wyoming, SAT 78203 | | | | | |
| Item 3 | Required Items | Estimated Annual Quantity (A) | Unit of Measure | Price per unit of measure (B) | Extended Price (Quantity x unit price) C (A x B = C) |
| a | Mowing Services | 21 | Cycle | \$ _____ | \$ _____ |

| | | | | | |
|--|-----------------|-------------------------------|-----------------|-------------------------------|--|
| Location 4 > City Cemetery #4 13.9 acres Combined with #6 E. Commerce, SAT, 78203 | | | | | |
| Item 4 | Required Items | Estimated Annual Quantity (A) | Unit of Measure | Price per unit of measure (B) | Extended Price (Quantity x unit price) C (A x B = C) |
| a | Mowing Services | 21 | Cycle | \$ _____ | \$ _____ |

| Location 5 > City Cemetery #5 - .57 acres > 1381 Paso Hondo, SAT 78202 | | | | | |
|---|-----------------|-------------------------------|-----------------|-------------------------------|--|
| Item 5 | Required Items | Estimated Annual Quantity (A) | Unit of Measure | Price per unit of measure (B) | Extended Price (Quantity x unit price) C (A x B = C) |
| a | Mowing Services | 21 | Cycle | \$ _____ | \$ _____ |

| Location 6 > City Cemetery #6 - Combined with #4 > 2015 E. Commerce, SAT 78203 | | | | | |
|---|-----------------|-------------------------------|-----------------|-------------------------------|--|
| Item 6 | Required Items | Estimated Annual Quantity (A) | Unit of Measure | Price per unit of measure (B) | Extended Price (Quantity x unit price) C (A x B = C) |
| a | Mowing Services | 21 | Cycle | \$ _____ | \$ _____ |

| Location 7 > Knights of Pythias - 2.8 acres > Montana @ New Braunfels, SAT 78203 | | | | | |
|---|-----------------|-------------------------------|-----------------|-------------------------------|--|
| Item 7 | Required Items | Estimated Annual Quantity (A) | Unit of Measure | Price per unit of measure (B) | Extended Price (Quantity x unit price) C (A x B = C) |
| a | Mowing Services | 21 | Cycle | \$ _____ | \$ _____ |

| Location 8 > Independent Order of Odd Fellows - 5.7 acres > Paso Hondo @ Monumental, SAT 78202 | | | | | |
|---|-----------------|-------------------------------|-----------------|-------------------------------|--|
| Item 8 | Required Items | Estimated Annual Quantity (A) | Unit of Measure | Price per unit of measure (B) | Extended Price (Quantity x unit price) C (A x B = C) |
| a | Mowing Services | 21 | Cycle | \$ _____ | \$ _____ |

| Location 9 > Dignowity - 2.1 acres > 1375 Potomac, SAT 78202 | | | | | |
|---|-----------------|-------------------------------|-----------------|-------------------------------|--|
| Item 9 | Required Items | Estimated Annual Quantity (A) | Unit of Measure | Price per unit of measure (B) | Extended Price (Quantity x unit price) C (A x B = C) |
| a | Mowing Services | 21 | Cycle | \$ _____ | \$ _____ |

| Location 10 > St. Elmo Lodge - Combined with #3 > 1200 Wyoming, SAT 78203 | | | | | |
|--|-----------------|-------------------------------|-----------------|-------------------------------|--|
| Item 10 | Required Items | Estimated Annual Quantity (A) | Unit of Measure | Price per unit of measure (B) | Extended Price (Quantity x unit price) C (A x B = C) |
| a | Mowing Services | 21 | Cycle | \$ _____ | \$ _____ |

| Location 11 > Beacon Light Combined with #3 1200 Wyoming, SAT 78203 | | | | | |
|--|-----------------|-------------------------------|-----------------|-------------------------------|--|
| Item 11 | Required Items | Estimated Annual Quantity (A) | Unit of Measure | Price per unit of measure (B) | Extended Price (Quantity x unit price) C (A x B = C) |
| a | Mowing Services | 21 | Cycle | \$ _____ | \$ _____ |

| Location 12 > United Brothers of Friendship - Combined with #3 > 1200 Wyoming, SAT 78203 | | | | | |
|---|-----------------|-------------------------------|-----------------|-------------------------------|--|
| Item 12 | Required Items | Estimated Annual Quantity (A) | Unit of Measure | Price per unit of measure (B) | Extended Price (Quantity x unit price) C (A x B = C) |
| a | Mowing Services | 21 | Cycle | \$ _____ | \$ _____ |

| Location 13 > Grand United Order of Odd Fellows - > 1200 Wyoming, SAT 78203 Combined with #3 | | | | | |
|--|-----------------|-------------------------------|-----------------|-------------------------------|--|
| Item 13 | Required Items | Estimated Annual Quantity (A) | Unit of Measure | Price per unit of measure (B) | Extended Price (Quantity x unit price) C (A x B = C) |
| a | Mowing Services | 21 | Cycle | \$ _____ | \$ _____ |

| Location 14 > San Antonio Lodge #1 - > 1200 Wyoming, SAT 78203 Combined with #3 | | | | | |
|---|-----------------|-------------------------------|-----------------|-------------------------------|--|
| Item 14 | Required Items | Estimated Annual Quantity (A) | Unit of Measure | Price per unit of measure (B) | Extended Price (Quantity x unit price) C (A x B = C) |
| a | Mowing Services | 21 | Cycle | \$ _____ | \$ _____ |
| | | | | | |

| Location 15 > Peter Claver - > 1200 Wyoming, SAT 78203 Combined with #3 | | | | | |
|---|-----------------|-------------------------------|-----------------|-------------------------------|--|
| Item 15 | Required Items | Estimated Annual Quantity (A) | Unit of Measure | Price per unit of measure (B) | Extended Price (Quantity x unit price) C (A x B = C) |
| a | Mowing Services | 21 | Cycle | \$ _____ | \$ _____ |

| Location 16 > Alamo Masonic - > Paso Hondo @ Monumental, SAT 78202 Combined with #3 | | | | | |
|---|-----------------|-------------------------------|-----------------|-------------------------------|--|
| Item 16 | Required Items | Estimated Annual Quantity (A) | Unit of Measure | Price per unit of measure (B) | Extended Price (Quantity x unit price) C (A x B = C) |
| a | Mowing Services | 21 | Cycle | \$ _____ | \$ _____ |

Prompt Payment Discount: _____% _____ days. (If no discount is offered, Net 30 will apply)

ATTACHMENT C
CONTRACTS DISCLOSURE FORM

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

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

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

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

**ATTACHMENT D
LITIGATION DISCLOSURE FORM**

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

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

Yes No

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

Yes No

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

Yes No

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

ATTACHMENT E

**Small Business Economic Development Advocacy (SBEDA) Program
and SBEDA Utilization Plan Commitment Form**

(Posted as a separate document)

ATTACHMENT F

VETERAN-OWNED SMALL BUSINESS (VOSB) PREFERENCE PROGRAM

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

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

Respondent must complete and return the attached Veteran-Owned Small Business Program Tracking Form
(See following pages)

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

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

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

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

Definitions.

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

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

The program uses the below definition of joint venture.

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

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

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

INSTRUCTIONS

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

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

SOLICITATION NAME/NUMBER: _____

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

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

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

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER/RESPONDENT'S FULL NAME:

(Print Name) Authorized Representative of Bidder/Respondent

(Signature) Authorized Representative of Bidder/Respondent

Title

Date

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

ATTACHMENT G

Certificate of Interested Parties (Form 1295)

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

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.

ATTACHMENT H
WORKING WITH COSA – KEYS TO FASTER PAYMENT



CITY OF SAN ANTONIO

Working with COSA ---- Keys to faster payments

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

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

By Mail:

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

By Delivery service:

City of San Antonio
Finance Department / Accounts Payable
111 Soledad, 4th Floor
San Antonio, TX 78205

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

Accounts.Payable@sanantonio.gov

Original, first time submission invoices only

apteam@sanantonio.gov
inquiries

Statements & status

Please note: Invoices submitted by electronic submission are only considered "original" when the submission comes directly from the vendor to Accounts Payable using this e-mail address. You may courtesy copy departmental personnel on the e-mail if requested.

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

- ❖ Please ensure COSA receives a legible invoice, the original white or top copy, no colored paper please.

- ❖ The City is sales tax exempt. Please ensure your system is properly maintained to ensure sales tax is not included on your invoices. If you need a State of Texas Sales Tax exemption form, contact the ordering Department.

- ❖ Change of address or change of remittance address notifications should be submitted in writing to vendors@sanantonio.gov or fax to (210) 207-7270 along with appropriate documentation. An updated W-9 showing the new address is required.

- ❖ Each COSA vendor is assigned to a specific AP Specialist, ready to answer your inquiries. For the contact name, please call the Accounts Payable section's main phone number and ask to be directed.
Main phone: 210-207-2064

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

**Finance
Department City
of San Antonio**

ATTACHMENT I – EQUIPMENT LIST

(Posted as a separate document)

ATTACHMENT J
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 | |
| Price Schedule, Attachment B | |
| Contracts Disclosure Form, Attachment C | |
| Litigation Disclosure Form, Attachment D | |
| Small Business Economic Development Advocacy (SBEDA) Program and SBEDA Utilization Plan Commitment Form Attachment E | |
| Veteran Owned Small Business (VOSB) Preference Program Tracking Form – Attachment F | |
| Certificate of Interested Parties (Form 1295) – Attachment G | |
| Proposal Bond and Associated Power-of-Attorney | |
| Financial Information : Financial Statement, Dun and Bradstreet report, or Credit report | |
| Proof of Insurability Insurance Provider's Letter, Copy of Current Certificate of Insurance | |
| Working with COSA-Keys to Faster Payment – Attachment H | |
| Equipment List – Attachment I | |
| Proposal Checklist – Attachment J Signature Page RFCSP Section 007. | |
| Map of Historical Cemetery Locations – Attachment K | |
| Aerial Photos of Historical Cemeteries – Attachment L | |
| City Holidays and Closures – Attachment M | |
| Revision I Pre-Submittal Agenda – Attachment N | |
| Addenda, if any | |
| Copy of forms CIQ & CIQ-A as filed with the Office of the City Clerk | |

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

ATTACHMENT K

Map of Historical Cemetery Locations
(Posted as document)

ATTACHMENT L

Aerial Photos of Historical Cemeteries
(Posted as separate document)

ATTACHMENT M

City Holidays and Closures
(Posted as separate document)

Attachment N

Revision I Pre-Submittal Agenda
(Posted as separate document)

007 - SIGNATURE PAGE

By submitting a proposal, Respondent represents that:

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

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

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

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

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

Respondent Information
Please Print or Type
Vendor ID No.

1029020

Signer's Name

Robert P. Green III

Name of Business

Due Amicis, Inc - DBA: Green Landscaping

Street Address

P.O Box 700542

City, State, Zip Code

San Antonio, Texas 78270

Email Address

Greenlandscapingtx@gmail.com

Telephone No.

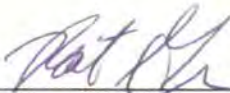
210 - 421 - 8347

Fax No.

210 - 352 - 5298

City's Solicitation No.

6100013123



Signature of Person Authorized to Sign Proposal