

ORDINANCE 2021-02-11-0090

APPROVING A CONTRACT WITH DUE AMICIS, INC., DBA GREEN LANDSCAPING, FOR AN ESTIMATED COST OF \$143,880.00 ANNUALLY TO PROVIDE LANDSCAPING SERVICES AND MONTHLY PREVENTATIVE MAINTENANCE AND REPAIR SERVICES FOR IRRIGATION SYSTEMS AT VARIOUS LOCATIONS THROUGHOUT THE CITY. NO FUNDS WILL BE ENCUMBERED BY THIS ORDINANCE. FUNDING IS AVAILABLE FROM THE RESPECTIVE DEPARTMENT'S OPERATING BUDGET ADOPTED BY CITY COUNCIL.

* * * * *

WHEREAS, the City released a Request for Competitive Sealed Proposals (RFCSP) for landscaping services and monthly preventative maintenance and repair services for irrigation systems at various locations throughout the City; and

WHEREAS, four proposal responses were received, of which two proposals were deemed nonresponsive for failure to meet the Business Economic Development Advocacy (SBEDA) AABE subcontracting goal and two proposals were evaluated; and

WHEREAS, staff recommends Due Amicis Inc., dba Green Landscaping, for award of this contract; and

WHEREAS, approval of this ordinance will authorize a contract beginning April 1, 2021 through March 30, 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, for landscaping services and monthly preventative maintenance and repair services for irrigation systems at various locations throughout the City for an estimated cost of \$143,880.00 annually, 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**.

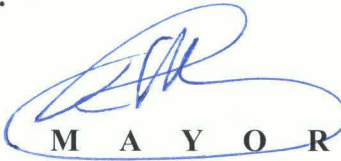
SECTION 2. Funds will be encumbered upon issuance of purchase orders, and payment is authorized to Due Amicis, Inc., dba Green Landscaping, for an estimated annual cost of \$143,880.00. All expenditures will be in accordance with the Fiscal Year 2021 budget and subsequent budgets for the term of this contract as approved by City Council.

LC
02/11/21
Item No. 5

0000-11-50-1505

SECTION 3. 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 11th day of February, 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

February 11, 2021

Item: 5

File Number: 21-1066

Enactment Number:

2021-02-11-0090

Ordinance approving a contract with Due Amicis, Inc., dba Green Landscaping, for an estimated cost of \$143,880.00 annually to provide landscaping services and monthly preventative maintenance and repair services for irrigation systems at various locations throughout the City. No funds will be encumbered by this ordinance. Funding is available from the respective department's operating budget adopted by City Council. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]

Councilmember Ana E. Sandoval made a motion to approve. Councilmember Adriana Rocha Garcia seconded the motion. The motion passed by the following vote:

Aye: 11 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia, Gonzales, Cabello Havrda, Sandoval, Pelaez, Courage and Perry



LC
02/11/21
Item No. 5

Exhibit I

RFCSP for AC Citywide Landscaping (20-079; 6100012916) Score Summary FINAL EVALUATION December 2, 2020	Maximum Points	Goodwill Industries of SA. 406 West Commerce St., San Antonio, TX 78207	Due Amicis Inc. dba Green Landscaping P.O. Box 700542 San Antonio, TX 78270
A - Experience, Background, Qualifications	30	24.50	21.67
B - Proposed Plan	30	24.33	21.67
A - B Sub-Total	60	48.83	43.33
C - Price	20	14.74	20.00
D. SBE Prime Contract	10	0.00	10.00
D. M/WBE Prime Contract	10	0.00	0.00
TOTAL SCORE	100	63.57	73.33
RANK BASED ON TOTAL SCORE		2	1

One evaluation meeting held with no interviews conducted

**INTEGRATION AGREEMENT
FOR
ANNUAL CONTRACT FOR CITY-WIDE LANDSCAPING
REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)
NO. 6100012916**

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. 6100012916, including all exhibits, attachments and addendums thereto (Exhibit A); and
- c. Contractor’s Proposal in response to RFCSP No. 6100012916 (Exhibit B).

2.0 TERM

- 2.1 Contract Term. This contract shall begin upon the effective date of the ordinance awarding the contract or APRIL 1, 2021, whichever is later, and terminate on MARCH 31, 2024.
- 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 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
Finance Department, Purchasing Division
P.O. Box 839966
San Antonio, Texas 78283-3966

If intended for Contractor, to:

Robert P. Green III, President
Due Amicis, Inc., dba Green Landscaping
P.O. Box 700542
San Antonio, TX 78270

4.0 ESTIMATED ANNUAL QUANTITIES

Contractor acknowledges quantities included in this Agreement are estimates only and are in no way binding upon City as described in **Exhibit A – City’s RFCSP No. 6100012916**. City may increase or decrease quantities as needed. This contract is awarded on a unit price basis and payment shall be based on the actual quantities supplied.

5.0 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: 1-6-2021

Approved as to Form:

Assistant City Attorney



CITY OF SAN ANTONIO
FINANCE DEPARTMENT - PURCHASING DIVISION

REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”) 20-079
RFx NO.: 6100012916

ANNUAL CONTRACT FOR CITY-WIDE LANDSCAPING

Date Issued: July 29, 2020

BIDS MUST BE RECEIVED NO LATER THAN
2:00 P.M., CENTRAL TIME, September 14,
2020

****ONLY ELECTRONIC PROPOSAL SUBMISSIONS WILL BE ACCEPTED THROUGH THE SAN ANTONIO ELECTRONIC PROCUREMENT SYSTEM (SAePS) PORTAL.****

Address ONLY FOR ORIGINAL PROPOSAL BONDS, if applicable:

Mailing Address:
Finance Department
P.O. Box 839966
San Antonio, Texas 78283-3966

For ORIGINAL PROPOSAL BONDS, Mark Envelope “ANNUAL CONTRACT FOR CITY WIDE LANDSCAPING” RFCSP 20-079, RFx No.: 6100012916

Respondent’s Name and Address

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: YES DBE / ACDBE Requirements: NO

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

Pre-Submittal Conference * YES

* Pre-Submittal conference is scheduled for August 12, 2020 at 1:30 p.m. Central Time. The Pre-Submittal conference will be held via WebEx meeting. Prospective Respondents may join the WebEx using the following instructions:

WebEx Call-in:1-415-655-0001
Meeting number (access code): 141 786 5380
Meeting password: FmUmRXCC775

Respondents also have the option to attend the conference via WebEx at www.webex.com and clicking on join. The meeting number is **141 786 5380** and password is **FmUmRXCC775**.

Staff Contact Person: Connie Beniquez, Procurement Specialist II, P.O. Box 839966, San Antonio, TX 78283-3966. Email: Connie.Beniquez@sanantonio.gov

SBEDA Contact Information: (210) 207-3922 or by email at SBEDAdocs@sanantonio.gov

RESTRICTIONS ON COMMUNICATIONS

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

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

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

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

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003 - INSTRUCTIONS FOR RESPONDENTS

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 September 1, 2020 at 2:00 pm Central Time**. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail to:

Connie Beniquez, Procurement Specialist II
City of San Antonio, Finance Department – Purchasing Division
Connie.Beniquez@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. 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.

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: Respondents who submit proposals to this RFCSP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFCSP as Attachment A, Part One.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of the Finance Department shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

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. City reserves the right to delete line items prior to award.

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

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

Description of Supplies:

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

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

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

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

Estimated Quantities for Annual Contracts:

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

Respondent's Due Diligence.

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

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

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

Interlocal Participation:

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

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

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

Rejection of Proposals:

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

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

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

The proposal is conditional; or

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

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

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

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

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

Proposal Opening: 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:

- 415-655-001
- 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:

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

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

State of Texas Conflict of Interest:

Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the 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/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>

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.**

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

TABLE OF CONTENTS:

EXECUTIVE SUMMARY: The summary shall highlight key points and strengths of the proposal, including unique problems perceived by Respondent and proposed solutions to include measurable performance goals for the scope performed.

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

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

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

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

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

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

Instructions for completing the Contracts Disclosure form are listed below:

1. Download form and complete all fields. 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:
 - (1) The identity of any individual who would be a party to the transaction;
 - (2) The identity of any entity that would be a party to the transaction and the name of:
 - a. Any individual or entity that would be a subcontractor to the transaction;
 - b. Any individual or entity that is known to be a partner or a parent entity of any individual or entity who would be a party to the transaction, or any subsidiary entity that is anticipated to be involved in the execution of the transaction; and
 - c. The board members, executive committee members, and officers of entities listed above; and
 - (3) The identity of any lobbyist, attorney or consultant employed for purposes relating to the transaction being sought by any individual or entity who would be a party to the transaction.
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.

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)/Utilization Plan, found in this RFCSP as Attachment E.

***VETERAN-OWNED SMALL BUSINESS Tracking Form (VOSB).** 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. Complete, sign and submit the Veteran-Owned Small Business Program Tracking Form found in this RFCSP as **Attachment F**.

PROPOSAL BOND. Submit proposal bond in the amount of \$1,000.00. For electronic submissions, Respondent must provide the original proposal bond to the Finance Department, Purchasing Division, P.O. Box 839966, San Antonio, Texas 78283-3966 prior to proposal due date.

***CERTIFICATE OF INTERESTED PARTIES (Form 1295).** Respondent must complete, sign and submit HB Form 1295 as Attachment G. You may download the form at:

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

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

***SIGNATURE PAGE:** Respondent must complete, sign and submit the Signature Page found in this RFCSP Section 010. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal, and

include it in their response. 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 there are any with a Respondent signature line.

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

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.

004 - EVALUATION CRITERIA:

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

Evaluation Criteria Points:

- A. Experience, Background, Qualifications (30 points)
- B. Proposed Plan (30 points)
- C. Price (20 points)
- D. SBE Prime Contract Program – 10 pts.

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

- E. M/WBE Prime Contract Program – 10 pts.

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

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

005 - SPECIFICATIONS / SCOPE OF SERVICES

5.1 SCOPE OF SERVICES

The City of San Antonio seeks proposals from qualified respondents interested in furnishing all labor, equipment, materials, expertise and tools required to perform landscaping, mowing, and irrigation inspection and maintenance and repair services for various City departments in accordance with the specifications listed herein. These services are required to establish a landscape and irrigation maintenance and repair program that will ensure the appearance of the grounds are attractive and orderly while maintaining the functionality of the irrigation system. Services include routine mowing of all landscaped turf areas and maintenance and repair of the irrigation system.

Services include, but are not limited to, mowing, edging, string trimming, leaf/debris blowing, sweeping, weeding, shrub pruning, general landscape and irrigation maintenance, and repair services. The total acreage is approximate.

A sub-contracting requirement exists for this RFCSP. See Exhibit 1 for specific requirements.

5.2 DEFINITIONS

- a. "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.
- b. "Irrigation System" is defined as an automatic or manual system specifically designed and installed to water landscaped areas, lawns, ground covers, flower beds, trees, shrubs, hedges, and other natural or installed plant life.
- c. "Minor Repairs" include controller and backflow adjustments, broken sprinkler heads, proper sprinkler head adjustment, proper sprinkler head placement and setting, cleaning of obstructed nozzles, zone valves, control clocks, non-mainline breaks, and winterization and anything that doesn't require excavation.
- d. "Major Repairs" is anything other than minor repairs.

5.3 MINIMUM REQUIREMENTS

- a. Equipment List Exhibit 2. Contractor must possess the equipment identified in Exhibit 2 at the time of proposal submission or provide a plan describing how Contractor will obtain the equipment by the contract start date.
- b. Contractor must have a current Pesticide Commercial Applicator License to engage in the application of pest control products issued by the Texas Department of Agriculture. Contractor must provide a copy of the state license with Contractor's proposal and must maintain the license throughout the duration of the contract.
- c. Contractor shall maintain a current State of Texas license to engage in the performance of irrigation, installation, maintenance or repairs, unless exempt pursuant to Texas Occupations Code § 1903.002. Contractor must be licensed at the time of proposal submission. Submit a copy of the license with your proposal. If you are exempt, indicate the basis for your exemption in your proposal.

5.4 GENERAL REQUIREMENTS

- a. The Contractor shall supply all labor, materials and equipment necessary for the proper execution and completion of the work; and shall perform all services as stated in this scope of services.
- b. Contractor shall provide full time supervision and properly skilled staff to perform the work required under this contract and shall perform the services in accordance with the specifications as defined herein.
- c. Prior to submitting a proposal, the Contractor shall become familiar with each of the sites and is held accountable for having examined the existing conditions which may affect the work under which he/she will be obligated to perform.
- d. **If Contractor damages the windows of any City facilities during the course of servicing the Site, or damages the irrigation system at the Site, Contractor shall notify City Department Representative immediately, and provide for immediate replacement of windows and/or irrigation system components of similar type and quality.**

- e. If Contractor damages any vehicles parked near or on the Site during the course of servicing the Site, the Contractor shall notify the City Department representative as a courtesy, and then notify owner of the vehicle. If damaged vehicle is a City-owned vehicle, then Contractor shall be responsible for compensating City of San Antonio.

5.5 WORK LOCATIONS

Exhibit 3 lists the general locations requiring service under this contract. A complete listing of City locations and acreage is shown on Exhibit 3. All acreages shown are estimates. City's estimates shall be used for all purposes and shall be considered conclusive of actual size.

5.6 SERVICE CYCLE QUANTITY AND HOURS

- a. Contractor shall provide services as per on Attachment B - Price Schedule. Contractor shall provide each department representative with a mowing schedule 7 days after contract award (Maintenance Schedule). The City-approved Maintenance Schedule shall become part of this contract and be incorporated as if fully set forth herein.
- b. The City reserves the right to adjust and/or modify proposed Maintenance Schedules due to heavy peak periods or weather conditions such as heavy rain or drought. Drought conditions in San Antonio may last a few weeks to several months, which would require little, if no mowing.
- c. Depending on the weather, the frequency of services may be increased or decreased as authorized by each department representative. Service calls beyond the estimated cycle(s) shall be billed according to prices bid on the price schedule.
- d. Services shall take place only between the REGULAR CITY HOURS of 7:30 a.m. and 7:00 p.m., CT Monday through Friday, excluding City Holidays (see Exhibit 4).
- e. Services using gasoline-powered lawn equipment may not be performed on Air Quality Health Alert Days, unless EPA low emission units, such as electric, propane-powered, compressed natural gas-powered equipment are approved for use by the City for those Air Quality Health Alert days.
- f. Contractor shall report graffiti if seen at the location to the "Graffiti Hotline" at (210) 207-6000 or 311.

5.7 TEMPORARY REDUCTION IN SERVICE SCHEDULES

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

5.8 PERSONNEL/EQUIPMENT

- a. The City's Environmentally Preferred Purchasing Policy (EPPP) requires "environmentally preferred alternatives whenever practical" and 50% of devices on the Equipment List (Exhibit 2) must have clean, economical and quiet alternatives, including all-electric devices or devices that can be supported with alternative fuels, such as Compressed Natural Gas or Propane. For any diesel-powered mower engines that are 25 horsepower and larger, City requires the use of equipment operating a Tier 4 conventional fuel engine or alternative fuels. 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).
- b. All equipment must be equipped with safe guards as outlined by ANSI and OSHA.

c. Any additional equipment required to accomplish the requirements of this contract shall be of the size and type customarily used to accomplish work of this kind and no equipment shall be used which is harmful to the areas being serviced.

d. All equipment must be in good working condition at all times.

e. Contractor shall be equipped with enough string trimmers and employees to operate them when ground conditions are too wet for mowers. City will not be responsible for any materials, tools and/or equipment that are unattended by Contractor.

f. 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

5.9 MOWING

a. Mowing shall be accomplished to a height of 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 each City 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.

b. Equipment must be operated at an optimum traveling speed to match the blade speed to properly cut grass and provide the optimal desired "manicured" cut designated by City staff. Mowing areas shall include slopes and trails.

c. Contractor shall take extreme care not to damage trees, plants, shrubs, signs, water faucets, valves, other appurtenances or irrigation systems or create ruts in ground surface. Contractor shall be responsible for any damage to these objects, which shall be replaced by Contractor at Contractor's expense. 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.

d. Hand/string trimming shall be accomplished around trees, plants, shrubs, signs, water faucets, valves, and other appurtenance or hard surfaces.

e. The entire grounds including areas around the parking, 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.

f. 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.

g. The Contractor shall mow and trim sites in such a manner to avoid bumping, girdling, or any other activity that may cause damage to trees, shrubs, plants, fences, or other hard surfaces. Contractor shall not mow under conditions wet enough that may result in damage to turf or create unsafe mowing conditions.

h. The following minimum precautions shall be taken to avoid damage:

- Power mowers shall not be operated closer than four (4) inches to lighting fixtures, markers, other structures or tree trunks.
- Outside wheel widths on riding type tractors shall not exceed the width of the mower deck. Speed of all lawn mowing equipment shall be restricted to that required for safe and prudent operations.

- Scalped turf (i.e. turf cut down to ground level) will be considered damage to City property. If said turf dies, the Contractor will replace turf with exact same type of turf at Contractor's expense, or City may replace same at Contractor's expense.

- String trimmers shall be used to trim grass from around monuments, markers, lighting fixtures or other structures.

i. Open Field Mowing shall be accomplished with a shredder to a height of 5 inches in a professional manner so as not to scalp turf or leave areas of uncut grass. The City may require height adjustments as needed due to seasons, turf conditions, or weather conditions. Such heights shall be determined by each City 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.

j. Mulch. **This requirement applies to all sites, except for CCDO and NHSD sites.** All planting beds shall be mulched with coarse native mulch within 30 days of the start of the contract to a depth of 2-4 inches. Mulch must be maintained at this level throughout the term of the contract. City Arborist shall approve type of mulch, whether it is City or commercial mulch.

k. Shrubs shall be trimmed to maintain a crisp, professional well-groomed appearance. Shearing back of shrubs and branches is not encouraged unless the plant poses a safety threat, to keep off objects such as buildings, fire hydrants, signs, fences, walls, sitting areas, walkways, sidewalks or as directed by the Department Representative. If Contractor damages shrub(s) through intentional, negligent or omissive acts, then Contractor shall replace shrubs with same species of shrub(s)

5.10 REMOVAL OF GRASS CLIPPINGS

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

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

c. Grass, weeds, trash, leaves, branches or debris shall NOT be blown or discharged into the streets or gutters, but collected for brush recycling.

5.11 EDGING/STRING TRIMMING

a. 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.

b. All trimming shall be accomplished by maintaining the required 3" cutting height or any adjusted height requested by the City.

c. Trimming shall follow all mowing in the area to not only trim around objects and along sidewalks, but also to trim grass missed by mowers.

d. Special care shall be given to trimming around small trees as not to inflict damage to the bark of the trees. The installation of trunk guards is recommended.

e. Trimming may be reduced by chemical trimming, with prior written approval of City Departments. Any chemical trimming approved by the department representatives shall be applied in accordance with all federal, state, and local applicable laws, standards, and regulations necessary to perform the services, including, but not limited to Material Safety Data Sheets and Texas Structural Pest Control Board Law and Regulations.

f. All areas where grass abuts hard surfaces such as sidewalks, curbs, and lawn perimeters shall be edged at each service cycle. Contractor shall string trim around fences, buildings, walks, and curbs to maintain an attractive, even, finished appearance.

g. Areas where an edger is difficult to maneuver, such as fences, flower beds, utility poles and other immobile objects shall be cut with a string trimmer or by hand to the same height as the lawn areas.

- h. All sidewalks, curbs, and steps must be mechanically edged to a one (1") inch depth and ¼ inch width where they exist exposing the concrete surface. The initial edging shall be completed by the end of the first cycle.
- i. All edges must be maintained throughout the duration of the contract using a vertical cut approach. All material dislodged by edging must be removed from the site. Sidewalks must be edged on both sides.
- j. All trimming and edging must be accomplished concurrently with mowing operations.

5.12 TREE WELLS

- a. This section shall apply to all sites, except for CCDO and NHSD sites.
- b. Contractor shall properly install and maintain all mulched areas adjacent to trees free of weeds. Apply 2 to 4 inches of coarse native mulch at a minimum radius of 3 to 4 feet around trees within 30 days of contract award. **Mulch must be maintained at this level throughout the term of the contract.**
- c. Mulch shall be pulled back 2 to 3 inches from the base of the tree trunk. Care should be taken to prevent mechanical damage to landscape and for aesthetic purposes.
- d. Contractor shall ensure, at all times, that mulch will not be disturbed. With written approval, herbicides may be used in place of mowing or weed eating to protect tree wells and mulched areas.
- e. Contractor will be responsible for the replacement of any damaged/disturbed mulch with like mulch as a result of the Contractor's service.
- f. The City Arborist or Horticulturist must approve the placement and replacement of mulch prior to all installments and re- applications.
- g. Contractor will not be allowed to spray herbicides or pesticides without the written approval of the City. City Department Representative approval is contingent upon the Contractor providing that at least one employee is licensed as a Pesticide Commercial Applicator under Texas Department of Agriculture. Employee who is the licensed Pesticide Commercial Applicator shall follow all applicable state and federal laws.

5.13 LITTER PICK UP

- a. Litter shall be picked up from the grounds and landscaped areas prior to each service cycle. "Litter" is defined as branches, trash or garbage, which is discarded onto the City grounds, and includes, but is not limited to scrap metals, paper, wood, plastic, glass products, cans and cigarette butts. Litter shall not, under any conditions, be mowed. Litter shall not be deposited into City or privately owned trash receptacles, dumpsters or left on the grounds of any facility.
- b. Litter, trash, and debris include, but are not limited to, all fallen tree branches, blown papers, dumped trash, or any other debris encountered.
- c. Disposal of Dead Animal at Work Location: Please notify City Department Representative for reports of dead animals found on property. Contractor/Vendor shall bag animal, place at curb line, and call 311 for pick up.

5.14 POWER BLOWER/SWEEPING

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

5.15 UNIFORMS

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

5.16 VEHICLES

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

5.17 INSPECTIONS

- a. Contractor shall email the appropriate City Department Representative shown on Exhibit 5, 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.
- b. The City Department Representative will inspect locations within 48 hours of service completion 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.
- c. If Contractor fails to cure the default within the time specified and to the satisfaction of the City Department Representative, Contractor shall be subject to the following liquidated damages.

Liquidated Damages. The Parties agree that the actual damages that might be sustained by the City by reason of the breach by Contractor of its covenant to provide services in accordance with the Maintenance Schedule is uncertain and would be difficult of ascertainment, and that the sum of **\$400.00 per default event, per location, for each day** Contractor is in default would be a reasonable compensation for such breach. Contractor hereby promises to pay, and City hereby agrees to accept, such sum of liquidated damages, and not as a penalty, in the event of such breach. Furthermore, Parties agree that City may withhold said liquidated damages from any payments due to Contractor hereunder, or from any other contract Contractor has with City. In lieu of assessing liquidated damages, City at its option may exercise its rights under the performance bond or shall have the right to terminate this contract, in whole or in part. In such event, City may pursue actual damages, rather than applying this liquidated damages provision.

5.18 SERVICE CYCLE TIME LIMITS

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

5.19 CONTRACTOR STAFF COMMUNICATION AND ACCESS

- a. 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.
- b. Contractor shall respond to communication requests from the City representative within 2 hours during the normal working hours of 7:30 a.m. to 7:00 p.m., CT Monday through Friday.
- c. Contractor shall notify City Department representative 24 - 48 hours in advance of scheduled work, and shall notify City Department representative upon work completion and departure of site.
- d. Each Department shall provide sign-in/sign-out sheets for the Contractor to use at each work location.
- e. For Pre-K and Fire Department work locations, access is restricted. City Department Representatives shall give Contractor access for each sign-in.
- f. In the event of an emergency, the City Department Representative shall call the Contractor to perform emergency repairs, and leave a voice message if no live person answers. Contractor shall call the City Department Representative within 30

minutes of when the message was left to arrange emergency repair work.

5.20 SAFETY OF WORK CREW

- a. Contractor shall wear and/or display proper warning devices (safety vest, flashers, strobe lights, warning signs, etc.) to ensure the safety of both the employees and general public. Contractor shall ensure his/her employees 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. Contractor shall follow any safety rules or guidance provided by the City Department representative while on a City site.
- b. Contractor shall be responsible for furnishing all signs and traffic controls in accordance with the Texas Manual on Uniform Traffic Control Devices. Contractor shall make any adjustments as required by the City.

5.21 SITE ADDITIONS/DELETIONS

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

5.22 INCLEMENT WEATHER

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

IRRIGATION SYSTEM MAINTENANCE

5.23 Monthly Preventive Maintenance

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

5.24 Major Repairs

- a. If the Contractor discovers that Major Repairs are needed to a system during an inspection, Contractor shall obtain pre-approval from the City Department Representative before commencement of any Major Repairs of irrigation system equipment. Major Repairs include mainlines, double check failures, electric valves, and repairs that are difficult to access such as under sidewalks, concrete pad, and under trees. Major Repairs shall not be included in the price of the monthly irrigation preventive maintenance inspection. Pricing for all Major Repairs shall be in accordance with the Major Repairs Labor Hours pricing shown in the price schedule. Time shall be based on actual time spent on the job site. Travel charges to the job site will NOT be allowed. **The cost of a Major Repair may not exceed \$50,000.** Materials shall be provided at the Contractor's actual invoiced cost, which shall be no greater than Manufacturer's Suggested Retail Price (MSRP) or Actual Cost if less than MSRP. All materials supplied shall be new and in first class condition.

b. Time and Material quotes for Major Repairs shall include a cost breakdown submitted by the contractor clearly indicating the labor rate, quantity of hours required to perform the repairs, materials list, and costs of the materials with evidence supporting the same. City shall generate a separate invoice for each Major Repair detailing the labor charge and the parts/materials as outlined above.

c. If actual cost exceeds quote by more than 10%, Contractor must notify City Department Representative immediately in writing and provide a revised quote.

d. Any adjustments to the time and watering day features of the irrigation systems shall meet local ordinances for water restrictions and Extra Territorial (ET) rates as recommended by SAWS. (See ordinance at <https://www.saws.org/conservation/conservation-ordinance/> and allowed water times at <https://www.saws.org/conservation/drought-restrictions/>.)

e. All replacement parts shall be the same or of equal quality as the part being replaced, and new.

f. Contractor shall warranty all parts and labor for Major Repairs for a period of 90 days or the warranty, whichever is greater. Warranty shall be provided with invoice. City reserves the right to withhold payment of invoice until warranty is received.

g. City Department Representative shall make a final determination of whether a repair is classified as minor or major.

5.25 Annual Audits

a. Contractor shall perform annual irrigation system audit for properties 5 acres or more or where water usage is 1 million gallons or more; refer to <https://www.saws.org/conservation/commercial-programs-rebates/annual-irrigation-checkup/>. Contractor must conduct annual backflow prevention assembly testing as required by San Antonio Water Systems. Costs to conduct these tests shall be included in the Maintenance price. If needed, Contractor shall make Minor Repairs to backflow prevention assembly. Results of the audit and backflow testing shall be provided to the City Department Representative within 2 weeks of the completion of the audit and backflow testing.

5.26 Seasonal Requirements

a. Winterization shall be performed upon request by City. The exact start date shall be determined by the City Department Representative. At a minimum, the contractor shall check the following during a Winterization inspection:

- Blow out water using appropriate size compressor;
- Reseal piping to prevent infiltration of ground water.

b. Spring Start-Up shall be performed upon request by City. The exact start date shall be determined by the City Department Representatives. At a minimum, the contractor shall check the following during a Spring Start-Up inspection:

- Check the system for obvious external damage and missing heads;
- Fill the system and check for breaks/leaks, proper operation and water distribution;
- Remove, clean, and replace clogged heads;
- Recalibrate and adjust all aspects of each system and zone;
- Provide documentation of the conditions found and the work performed.

5.27 WORK SCHEDULE - CYCLES

a. Contractor shall abide by the City's rules regarding work on Air Quality Health Alert Days. Contractor shall make necessary arrangements to receive Air Quality Health Alert information.

b. Each location must be mowed in accordance with the following schedule (except for Additional Site locations on the Price Schedule):

- January - February monthly (one mowing cycle per month)
- March - twice a month (two mowing cycles per month)
- April - September – weekly (four mowing cycles per month)
- October - December - twice a month (two mowing cycles per month)

City shall have the right, at City's election, to delay, cancel or add mowing cycles. If the City's Department POC cancels a mowing cycle, Contractor will not be paid for the cancelled cycle. If the City delays a mowing cycle, City and Contractor will work together to modify the mowing cycle schedule and Contractor will be paid for all completed mowing cycles. If City elects to add new mowing cycles, Contractor will be paid for the additional cycles at the per cycle rate shown in Attachment B Price Schedule. If City adds new locations, those will be paid at the rate per acre (or partial acre) per cycle shown for Additional Sites on Attachment B Price Schedule. Any locations identified on the Price Schedule 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 stated are estimates and may be changed if found to be incorrect. However, the City's determination of acreage shall be final.

5.28 CRIMINAL BACKGROUND CHECKS

- a. 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.
- b. 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.
- c. 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.
- d. 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.

5.29 PRE-EXISTING DAMAGE TO IRRIGATION SYSTEMS

For those locations for which Contractor is obligated to maintain an irrigation system, Contractor shall have 30 days from the start of the contract to identify all pre-existing issues with the irrigation systems and to provide an estimate to repair the deficiencies. No distinction is made between major or minor repairs for purposes of this section. City shall have the discretion to hire Contractor or another party to complete the repairs. Once the repairs have been completed, City and Contractor shall schedule a walk through to verify that all repairs have been completed. Once verification of repairs is made, Contractor is responsible for maintaining the irrigation systems in accordance with Sections 5.23, "Monthly Preventative Maintenance", Section 5.25, "Annual Audits ", and Section 5.26, "Seasonal Requirements ", to ensure they are functioning at optimal performance. If Contractor is chosen to complete the repairs, pricing for repairs of Pre-existing Major Damage shall be in accordance with the Major Repairs Labor Hours pricing shown in the price schedule. Time shall be based on actual time spent on the job site. Travel charges to the job site will NOT be allowed. Materials shall be provided at Contractor's actual invoiced cost, which shall be no greater than Manufacturer's Suggested Retail Price. Cost plus charges are not allowed. All materials supplied shall be new and in first class condition.

Contractor's estimate to repair pre-existing damage shall include a cost breakdown submitted by Contractor clearly indicating the labor rate, quantity of hours required to perform the repairs, materials list, and costs of the materials with evidence supporting the same. Contractor shall generate separate invoices for each repair of pre-existing damage detailing the labor charge and the parts/materials as outlined above.

City decision whether to repair to pre-existing damage will depend on a variety of factors, such as overall cost and budgetary constraints. Therefore, it is possible that such repairs will not be made at all locations. In the event repairs are not made, Contractor shall be responsible for maintaining system as-is.

006 - SCHEDULE OF EVENTS

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

RFCSP Release	Wednesday, July 29, 2020
Pre-Submittal Conference	Wednesday, August 12, 2020 at 1:30 p.m. CT by Webex only.
Final Questions Accepted	Tuesday, September 1, 2020 no later than 2:00 p.m. CT
Proposal Due	Monday, September 14, 2020 no later than 2:00 p.m. CT

007 PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held **via Webex at 1:30 p.m. Central Time, on August 12, 2020.** Respondents are encouraged to prepare and submit their questions in writing three (3) calendar days 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 as an addendum with this solicitation. Pre-Submittal Conference participation is optional but highly encouraged.

Respondents may call the toll free number listed below and enter access code to participate the day of the conference.

Toll Free Dial-In Number: 1-415-655-0001 or 1-904-900-2303
Access Code: 141 786 5380

Respondents also have the option to attend the conference via WebEx at www.webex.com and clicking on the JOIN button. The meeting number is 141 786 5380 and password is FmUmRXCC775.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in the Restrictions on Communication section, after the conclusion of the Conference.

All attendees to the Pre-Submittal Conference will be asked to confirm attendance by emailing the Procurement Specialist (Staff Contact Person) at the time of the meeting. This information will be compiled into a “sign-in sheet” for the meeting and may be posted to the City’s website or otherwise disseminated publicly.

Site tours of the work locations will not be offered due to restrictions during the Covid pandemic. Respondents may view the work locations on their own time using the site maps in Exhibit 6.

008 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract or January 1, 2021, and terminate on December 31, 2023.

Renewals

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

Temporary Short-Term Extensions.

City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.

Temporary Contract Pending Award of Contract by City Council:

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

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

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

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

Internal / External Catalog.

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

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

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

shopping, and electronically returning the data back to SAePS.

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

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

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

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

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

Catalog Updates.

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

Insurance

A) Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the Finance Department at City of San Antonio, which shall be clearly labeled "AC City-wide Landscaping" 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:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000

<p>3. Commercial General Liability Insurance to include coverage for the following:</p> <ul style="list-style-type: none"> a. Premises/Operations b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented to you 	<p>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.</p> <p>f. \$100,000</p>
<p>4. Business Automobile Liability</p> <ul style="list-style-type: none"> a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles Combined Single Limit for Bodily 	<p>Combined Single Limit for Bodily Injury and Property Damage of \$1000,000 per occurrence.</p>

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) Vendor and any subcontractors are responsible for all damage to their own equipment and/or property.

Prevailing Wage Rates:

The Provisions of Chapter 2258 of the Texas Government Code are expressly made a part of this Contract. Contractor shall forfeit, as a penalty to Owner, sixty dollars (\$60.00) for each laborer, worker or mechanic employed for each calendar day, or portion thereof, in which such laborer, worker or mechanic is paid less than the stipulated prevailing wage rates for any work done under this Contract by the Contractor or any subcontractor employed on the project. The establishment of prevailing wage rates, pursuant to Chapter 2258 of the Texas Government Code, shall not be construed to relieve Contractor from its obligation under any federal or state law, regarding the wages to be paid to or hours worked by laborers, workers or mechanics, insofar as applicable to the work to be performed hereunder. Contractor, in the execution of this Project, agrees it shall not discriminate in its employment practices against any person because of race, color, creed, sex, or origin. Contractor agrees it shall not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, creed, national origin, sex, age, handicap or political belief or affiliation. This Contract provision shall be included in its entirety in any subcontract agreement entered into by the Contractor or any Subcontractor employed on the project.

Contractor shall comply with the Wage and Labor Standard Provisions stated above and prevailing wage rates attached hereto and incorporated herein for all purposes as Attachment I.

Contractor shall keep records as provided for by section 2258.024 of the Texas Government Code for the duration of the contract and for the records retention period indicated in Section 006-General Terms & Conditions.

Proposal Bonds:

Contractor must submit a proposal bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept. Circular 570) in the amount of \$1,000.00. The Proposal Bond shall be valid for 120 days following the deadline for submission of bids. The Proposal Bond must be accompanied by an original signed and notarized Power-of-Authority bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Respondent is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any bids received without a Proposal Bond will be disqualified. Respondents must mail the Proposal Bond to the address below PRIOR to bid opening:

Finance Department
P.O. Box 839966
San Antonio, Texas 78283-3966

Mark Envelope to read: "ANNUAL CONTRACT FOR CITY WIDE LANDSCAPING"

RFCSP 20-079, RFx No.: 6100012916

Respondent's Name and Address

Performance Bond:

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

Texas Government Code, chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract.

Federal Grant Funding Provisions

Suspension and Debarment Contract Clause

This contract is a covered transaction for purposes of 2 CFR Part 200. As such, the contractor is required to verify that neither the contractor, nor its principals, as defined at 2 CFR 180.995, are excluded or disqualified as defined at 2 CFR 180.940 and 2 CFR 180.935, respectively.

The contractor is required to comply with 2 CFR 200, Subpart C and must include the requirement to comply with 2 CFR 200, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, Contractor certifies that:

- Neither it nor its principals are presently debarred, suspended for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program;
- Contractor shall provide immediate written notice to City if, at any time during the term of this contract, including any renewals hereof, Contractor learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

The certification in this clause is a material representation of fact relied upon by City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City, the State or Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 200, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement Of Recovered Materials Contract Clause

Contractor and its subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Incorporation of Attachments.

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

Attachment A – Part One – General Information

Attachment A – Part Two – Experience, Background and Qualifications

Attachment A – Part Three – Proposed Plan

Attachment B – Price Schedule

Attachment C – Contracts Disclosure Form

Attachment D – Litigation Disclosure Form

Attachment E – Small Business Economic Development Advocacy (SBEDA) Utilization Plan Form

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

Attachment G – Certificate of Interested Parties Form 1295

Attachment H – Proposal Checklist

• **009- GENERAL TERMS & CONDITIONS**

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

Delivery of Goods/Services.

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

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

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

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

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

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

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

Invoicing and Payment.

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

accounts.payable@sanantonio.gov

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

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

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

Information Required On Invoice:

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

Payment by City.

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

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

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

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.

City shall pay Vendor for conforming goods delivered and services provided prior to the date of termination, offset by any amounts due and owing from Vendor to City.

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.**

SECTION 010 - 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

011 - 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 Bid – a request for competitive sealed proposal in which the City will award the entire contract to one respondent only.

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

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

Bid – a complete, signed response to a solicitation. The term "bid" is synonymous with the term "offer".

Bid Opening – a public meeting during which bid responses are disclosed.

Bidder – a person, firm or entity that submits a bid in response to a solicitation.

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

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

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

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

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

COSA – City of San Antonio.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

012 - 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. Restate the question when providing the response. 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 the company (to include number of years in business);
 - b. History of company operations over the past three years;
 - c. History of lawn service contracts, facilities or organizations, address, phone numbers, points of contact, length of contracts, and which contracts, if any, were terminated for cause or convenience.
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 four 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 in high use public buildings.
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. Restate the question when providing the response.

Landscape Services Plan

Prepare and submit narrative responses to address the following items:

1. Ramp-Up Plan

Implement contract by **January 15, 2021 or within 15 calendar days of the effective date of the ordinance awarding the contract**. 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 various City Facilities. 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 individuals 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.7:00pm, 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, and to maintain equipment during the term of the contract.
- d. Provide plan maintenance schedule for equipment (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 will meet the needs of the City departments. Provide a copy of QA/QC Plan with proposal response.

5. Environmental Standards/Practices

Describe how you intend to utilize environmentally (green) products. Describe alternatives to the use of gas-powered machines on air quality days. Provide a copy of the certification of one employee that is a Pesticide Applicator under the Texas Department of Agriculture.

6. Customer Service Plan

Describe Respondent's customer service plan and discuss lines of communication and interaction with City Department Point of Contact, including assigned 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.

10. Records Retention Schedule

Describe how your records will be maintained for the required retention length, the location of the records, the hours of access available at the location, and how requests from the City staff or auditors will be able to access the records.

11. Security Background Checks

Describe how security background checks will be conducted during the term of the contract to ensure all personnel will be authorized to perform, the frequency of background checks, and the name of the service used to conduct background checks.

Irrigation Services Plan

1. Describe your monthly preventative maintenance plan, including:

- the frequency of inspections,
- the percentage of operational functionality,
- the check list of items to be inspected,
- a detailed description of Minor Repairs made during inspection,
- a copy of any quotes for Major Repairs,
- reporting contents,
- reporting frequency, and
- calendar cycle report due dates.

2. Describe your plan for conducting annual audits, and backflow prevention assembly testing, including:

- a check list of items to be completed for each test,
- a detailed description of Minor Repairs or adjustments made,
- reporting contents,
- reporting frequency, and
- calendar cycle report due dates.

Criminal Background Check Plan

Describe your plan for conducting criminal background checks, including:

- activities for maintaining compliance,
- name of the entity or service company that you plan to use to conduct background checks,
- record retention procedures
- physical location of retention records, and
- procedures for replacement of employees who do not pass background checks,

**ATTACHMENT B
PRICE SCHEDULE
POSTED AS SEPARATE ATTACHMENT**

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) UTILIZATION PLAN FORM

Posted as a separate document.

ATTACHMENT F

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM TRACKING FORM

Posted as a separate document.

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 separately from this solicitation.

Respondent must complete and return the attached Veteran-Owned Small Business Program Tracking Form.

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 RFX 6100012553, or RFCSP 6100012553).

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

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

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

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

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

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

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

ATTACHMENT H

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order. **Respondent shall limit information regarding the Small Business Economic Development Advocacy Program (and associated certifications for any joint venturers or sub-contractors), the Veteran-Owned Small Business Preference Program participation and any reference to the Respondent's proposed price or revenue to the respective section designated for this information. PLACING PROGRAM PARTICIPATION OR PRICE/REVENUE INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFCSP MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and 3 Reference Letters RFCSP Attachment A, Part One	
Experience, Background & Qualifications RFCSP Attachment A, Part Two	
Proposed Plan RFCSP Attachment A, Part Three	
Price Schedule, Attachment B	
* Contracts Disclosure Form, Attachment C	
Litigation Disclosure Form, Attachment D	
* Small Business Economic Development Advocacy (SBEDA) Program Utilization Plan Forms RFCSP Attachment E ; and Associated Certificates, if applicable	
*Veteran-Owned Small Business Preference Program Tracking Form Attachment F	
*Certificate of Interested Parties Form 1295, Attachment G	
*Proposal Bond	
Proof of Insurability Insurance Provider's Letter, Copy of Current Certificate of Insurance	
* Signature Page, RFCSP Section 010	
Proposal Checklist, RFCSP Attachment H	
* Signed Addenda, if any	
One (1) COMPLETE ELECTRONIC COPY	

***Documents marked with an asterisk on this checklist require a signature.
Be sure that forms that require a signature are done so prior to proposal submission.**

