

AN ORDINANCE **2016-04-28-0294**

**AUTHORIZING A CONTRACT WITH DUE AMICIS, INC. DBA GREEN LANDSCAPING TO PROVIDE LANDSCAPING, IRRIGATION MAINTENANCE AND REPAIR SERVICES TO THE CITY'S HUMAN SERVICES DEPARTMENT FOR AN ESTIMATED AMOUNT OF \$71,000.00 ANNUALLY, FUNDED FROM THE FY2016 OPERATING FUND.**

\* \* \* \* \*

**WHEREAS**, the City released Request for Competitive Sealed Proposals (RFCSP) to provide the Department of Human Services with landscaping services and irrigation maintenance and repair services; and

**WHEREAS**, of the six responses received, four were deemed responsive and were evaluated; and

**WHEREAS**, staff recommends Due Amicis, Inc. d/b/a Green Landscaping for award of this contract; **NOW THEREFORE:**

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


**SECTION 1.** The proposal submitted by Due Amicis, Inc. d/b/a Green Landscaping to provide the Department of Human Services with landscaping services and irrigation maintenance and repair services is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the score summary, RFCSP, and price schedule are attached hereto as **Exhibit I**. A copy of the proposal may be inspected in the offices of the Purchasing Division of the Finance Department.

**SECTION 2.** The amounts will be encumbered upon issuance of a purchase order, and payment is authorized to Due Amicis, Inc. d/b/a Green Landscaping. All expenditures will be in accordance with the Fiscal Year 2016 and subsequent budgets that fall within the term period of this contract approved by City Council.

**SECTION 3.** It has been found and declared that the proposals from Monica Saenz Moreno d/b/a Bexar Mowing and Osirus, Inc. were deemed non-responsive for failing to provide the required proposal bonds as part of their proposal submissions.

**SECTION 4.** This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

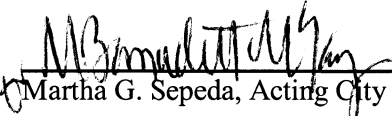
**PASSED AND APPROVED** this 28<sup>th</sup> day of April, 2016.

  
M A Y O R  
Ivy R. Taylor

**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Martha G. Sepeda, Acting City Attorney

<b>Agenda Item:</b>	<b>6 ( in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 13, 14A, 14B, 15, 18 )</b>						
<b>Date:</b>	04/28/2016						
<b>Time:</b>	10:28:39 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing a contract with Due Amicis, Inc. dba Green Landscaping to provide landscaping, irrigation maintenance and repair services to the City's Human Services Department for an estimated amount of \$71,000.00 annually, funded from the FY2016 Operating Fund. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				x
Rey Saldaña	District 4	x					
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x			x	
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

<b>RFCSP DHS Landscaping Services</b>  <b>Score Summary</b> <b>RFx 6100007027</b>  <b>Evaluation</b>	<b>Maximum Points</b>	<b>Due Amicis, Inc. dba Green Landscaping</b> <b>PO Box 700542</b> <b>San Antonio,</b> <b>TX 78270</b>	<b>Goodwill Industries of San Antonio</b> <b>406 West Commerce</b> <b>San Antonio,</b> <b>TX 78207</b>	<b>Maldonado Nursery &amp; Landscaping, Inc.</b> <b>16343 Nacogdoches Rd.</b> <b>San Antonio,</b> <b>TX 78247</b>	<b>Pro Landscape Solutions, LLC.</b> <b>5433 Randolph Blvd</b> <b>San Antonio,</b> <b>TX 78233</b>
<b>A - Experience, Background, Qualifications</b>	<b>35</b>	<b>30.20</b>	<b>31.60</b>	<b>20.00</b>	<b>26.60</b>
<b>B - Proposed Plan</b>	<b>35</b>	<b>28.40</b>	<b>33.20</b>	<b>20.20</b>	<b>24.80</b>
<b>A - B SUB-TOTAL</b>	<b>70</b>	<b>58.60</b>	<b>64.80</b>	<b>40.20</b>	<b>51.40</b>
<b>C - Price Schedule</b>	<b>10</b>	<b>9.39</b>	<b>10.00</b>	<b>4.90</b>	<b>3.73</b>
<b>D - SBEDA - SBE Prime Contract Program</b>	<b>10</b>	<b>10.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>E - SBEDA - ESBE Prime Contract Program</b>	<b>10</b>	<b>10.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>C - E SUB-TOTAL</b>	<b>30</b>	<b>29.39</b>	<b>10.00</b>	<b>4.90</b>	<b>3.73</b>
<b>TOTAL SCORE</b>	<b>100</b>	<b>87.99</b>	<b>74.80</b>	<b>45.10</b>	<b>55.13</b>
<b>RANK BASED ON TOTAL SCORE</b>		<b>1.00</b>	<b>2.00</b>	<b>4.00</b>	<b>3.00</b>



**CITY OF SAN ANTONIO**  
**PURCHASING AND GENERAL SERVICES DEPARTMENT**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")**  
**NO.: 6100007027 (RFCSP 16-039)**

**ANNUAL CONTRACT FOR DHS LANDSCAPING SERVICES**

**Date Issued: JANUARY 19, 2016**

**BIDS MUST BE RECEIVED NO LATER THAN:**  
**2:00 PM CST FEBRUARY 17, 2016**

Proposals may be submitted by any of the following means:  
Electronic submission through the Portal  
Hard copy in person or by mail

Address for hard copy responses:

Physical Address:

City Clerk's Office  
100 Military Plaza  
1<sup>st</sup> Floor, City Hall  
San Antonio, Texas 78205

Mailing Address:

City Clerk's Office  
P.O. Box 839966  
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"ANNUAL CONTRACT FOR DHS LANDSCAPING SERVICES"

Proposal Due Date: 2:00 p.m. CST, FEBRUARY 17, 2016

RFCSP No.: 6100007027 (RFCSP 16-039)

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-Proposal Conference \* YES

\* If YES, The Pre-Submittal Conference will be held at the City of San Antonio's, Department of Human Services, Head Start Building, 1227 Brady Blvd., San Antonio, Texas 78207 at **9:00 a.m., Central Time, on Thursday, January 28, 2016; site visits will be conducted after the pre-submittal conference.**

Staff Contact Person: JACKIE MENDEZ, PROCUREMENT SPECIALIST III, Email:  
JACKIE.MENDEZ@SANANTONIO.GOV

SBEDA Contact Information: David Rodriguez, 210-207-0071, Email: [David.Rodriguez3@sanantonio.gov](mailto:David.Rodriguez3@sanantonio.gov)

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## 003 - INSTRUCTIONS FOR RESPONDENTS

### PART A

#### Submission of Proposals.

Submission of Hard Copy Proposals. Submit one original signed in ink, and one copy of the of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal enclosed in a sealed envelope addressed to the City Clerk at the address and by the due date provided on the Cover Page. The name and address of Respondent, the due date for submission of proposals, RFCSP number and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

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

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

Modified Proposals. Proposals may be modified provided such modifications are received prior to the time and date set for submission of proposals, and submitted in the same manner as original proposals. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the original proposal is being withdrawn. For electronic proposals, a modified proposal will automatically replace a prior proposal submission. See below for information on submitting Alternate Proposals.

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

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

Certified Vendor Registration Form. If Respondent has not completed City's Certified Vendor Registration (CVR) Form, Respondent is required to do so prior to the due date for submission of proposals. The CVR form may be accessed at: <http://www.sanantonio.gov/purchasing/>. Respondents must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

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

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

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

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

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

Respondents shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which a proposal is submitted. Respondent shall provide said catalog at the time of submission of its proposal. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for proposals submitted on paper, or PDF file for proposals submitted electronically.

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

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

#### Restrictions on Communication.

Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFCSP or proposals from the time the RFCSP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFCSP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFCSP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the restrictions on communication with City employees include:

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

Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page on or before 7 calendar days prior to the date proposals are due. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

Respondents and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form(s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this RFCSP after the proposal due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at [lisa.brice@sanantonio.gov](mailto:lisa.brice@sanantonio.gov). Respondents and/or their agents may contact Ms. Brice at any time prior to the due date for submission of proposals. Contacting her or her office regarding this RFCSP after the proposal due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than seven (7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.

#### Pre-Submittal Conference.

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

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

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

#### Changes to RFCSP.

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

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

#### Preparation of Proposals.

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

Proposal Format. Each proposal shall be typewritten, single spaced on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder or other securely bound fashion. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed two-sided. Margins shall be no less than 1" around the perimeter of each page. A proposal response to the RFCSP General Information Form may not exceed 5 pages in length. Websites or URLs shall not be submitted in lieu of the printed proposal or electronic submission through City's portal. Each proposal must include the sections and attachments in the sequence listed in the RFCSP Instructions to Respondents Part B - Submission Requirements, and each section and attachment must be indexed and, for hard copy submission, divided by tabs and indexed in a Table of Contents page. For electronic submissions, whether through the portal, or on a CD, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the submission or may negatively affect scoring.

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

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

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

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

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

#### Description of Supplies.



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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

Interlocal Participation.

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

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

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

Rejection of Proposals.

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

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

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

The proposal is conditional; or

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

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

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

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

Withdrawal of Proposals. Proposals may be withdrawn prior to the due date for submission. Written notice of withdrawal shall be provided to the City Clerk for proposals submitted in hard copy. Proposals submitted electronically may be withdrawn electronically.

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

#### Evaluation and Award of Contract.

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

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

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

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

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

#### Inspection of Facilities/Equipment.

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

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

#### Prompt Payment Discount.

Provided Respondent meets the requirements stated herein, City shall take Respondent's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price

as determined by applying the discount to the proposal price, either per line item or total proposal amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

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

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

#### Prohibited Financial Interest.

The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

#### State of Texas Conflict of Interest Questionnaire (Form CIQ).

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

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

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

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

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

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

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

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

If delivering by hand, deliver to:

Office of the City Clerk, City Hall, 100 Military Plaza, San Antonio, TX 78205.

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

## PART B

### SUBMISSION REQUIREMENTS

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

If submitting a hard copy proposal, submit one original, signed in ink, eight copies and one copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal. Each of the items listed below must be labeled with the heading indicated below as a separate file on the CD.

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

### TABLE OF CONTENTS

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

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

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

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

PRICE SCHEDULE. Use the Price Schedule that is found in this RFCSP as Attachment B. The price schedule is a separate excel file.

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

<https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>

Instructions for completing the Contracts Disclosure form:

Download form and complete all fields. All fields must be completed prior to submitting the form.

Click on the "Print" button and place the copy in your proposal as indicated in the Proposal Checklist.

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

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

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

CERTIFICATE OF INTERESTED PARTIES (FORM 1295) FORM. Complete, sign, and have notarized and submit Form 1295. Information on how to complete this form is found in this RFCSP as Attachment G.

PROPOSAL BOND. Submit a proposal bond in the amount of \$1,000. For electronic submissions, Respondent must provide the original proposal bond to the City Clerk prior to the proposal due date in accordance with the instructions for submission of hard copy proposals.

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

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

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

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

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

### **EVALUATION CRITERIA**

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

Evaluation Criteria:

Experience, Background, Qualifications (35 points)

Proposed Plan (35 points)

Price (10 points)

Small Business Economic Development Advocacy Program (SBEDA) (20 points)  
**SBE Prime Contract Program – 10 pts.**

Certified SBE firms 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 percentage points, **and**

**ESBE Prime Contract Program –10 pts.**

Certified ESBE firms (see *Emerging SBE* 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% ESBE participation (Prime and/or Subcontractor) will receive ten (10) evaluation criteria percentage points.

No evaluation criteria percentage Points will be awarded to non-SBE or non-ESBE Prime Contractors through subcontracting to certified SBE or ESBE firms.

### **SCHEDULE OF EVENTS**

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

RFCSP Release Date:	Tuesday, January 19, 2016
Pre-Submittal Conference:	Thursday, January 28, 2016; 9:00 am CST
Final Questions Accepted:	Wednesday, February 10, 2016; 2:00 pm CST
Proposal Due Date:	Wednesday, February 17, 2016; 2:00 pm CST

## 004 - SPECIFICATIONS / SCOPE OF SERVICES

### 4.1 SCOPE

The City of San Antonio seeks proposals from qualified respondents interested in furnishing all labor, equipment, materials, expertise and tools required to perform landscaping, mowing and irrigation inspection and maintenance & repair services for the Department of Human Services (DHS) 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, but not are limited to, mowing, edging, string trimming, leaf/debris blowing, sweeping, hand weeding, shrub pruning, raking, removal of leaves, fallen branches and general landscape and irrigation maintenance and repair services at the designated properties.

### 4.2 DEFINITIONS:

- a. **Landscaped Areas** are defined as any 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.

### 4.3 MINIMUM REQUIREMENTS:

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

### 4.4 GENERAL REQUIREMENTS:

- a. 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, Contractor shall become familiar with each of the sites and be held accountable for having examined the existing conditions which may affect the work under which he/she will be obligated to perform.

### 4.5 WORK LOCATIONS

- a. A complete listing of City locations to be serviced under this contract are shown on Attachment B – Price Schedule.

### 4.6 SERVICE CYCLE QUANTITY AND HOURS

- a. Contractor shall provide services as outlined in Attachment B - Price Schedule. Contractor shall provide the department representative with a mowing schedule 7 days after contract award. That schedule shall become part of this contract and be incorporated as if fully set forth herein.

- b. The City reserves the right to adjust and/or modify proposed work schedules due to heavy peak periods or weather conditions such as heavy rain or drought. Drought conditions in San Antonio may last a few weeks to several months, which would require little, to no mowing.
- c. Depending on the weather, the frequency of services may be increased or decreased as authorized by the department representative. Service calls beyond the estimated cycle(s) shall be billed according to prices bid on the price schedule.
- d. Services shall begin no earlier than 7:30 a.m. and conclude no later than 3:30 p.m., Monday through Friday, excluding City Holidays.
- e. Services using gasoline-powered lawn equipment may not be performed on Air Quality Alert Days, unless EPA low emission units are approved by the City.
- f. Prior to services beginning the crew leader shall check in with the Facility Manager or designated staff. Upon completion of services the crew leader shall check in with the Facility Manager or designated staff and review the services provided. The crew leader and Facility Manager will sign off on the service ticket provided by the contractor, once services have been completed.
- g. Contractor shall report graffiti to the "Graffiti Hotline" at (210) 207-4400 or 311.

#### **4.7 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 the designated department representative.
- c. City will provide a 7 calendar day notice to Contractor for schedule modifications. City shall have no obligation to pay when services are not performed.
- d. Any adjustments to the schedule made by City shall be in writing and become part of this contract and be incorporated as if fully set forth herein.

#### **4.8 PERSONNEL/EQUIPMENT**

- a. City encourages the use of equipment operating a Tier 4 conventional fuel engine or alternative fuel such as Compressed Natural Gas, Propane or Electricity. [Tier 4 is defined as a federally mandated air-quality emissions standard established by the U.S. Environmental Protection Agency (EPA) that applies to new diesel-powered mower engines (25 horsepower and larger)].
- b. All equipment must be equipped with safe guards as outlined by ANSI and OSHA.
- c. Any additional equipment required to accomplish the requirements of this contract shall be of the size and type customarily used to accomplish work of this kind and no equipment shall be used which is harmful to the areas being serviced.
- d. All equipment must be in good working condition at all times.
- e. Contractor shall be equipped with enough string trimmers and employees to operate them when ground conditions are too wet 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 meet or exceed the requirements.

**Crew Leader(s)** - consist 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.

#### **4.9 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.

#### **4.10 VEHICLES**

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

#### **4.11 INSPECTIONS**

- a. Contractor shall email the department representative (designated at contract award kick-off meeting), within 48 hours after completion of service cycle, to confirm that the work was performed in accordance with the scope of services. Notification shall include, at a minimum, a list of locations serviced, the date and time the service(s) were provided and a copy of the signed service ticket for each location. This will be used for reconciliation, auditing, invoice validation and tracking. Failure to provide this email notification, as requested, may result in delay or rejection of payment.

#### **4.12 SERVICE CYCLE TIME LIMITS**

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

#### **4.13 CONTRACTOR STAFF COMMUNICATION**

- 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 3:30 p.m.

#### **4.14 SAFETY OF WORK CREW**

- a. Contractor shall wear and/or display proper warning devices (safety vest, flashers, strobe lights, warning signs, etc.) to ensure the safety of both the employees and general public. Contractor and his/her employees shall dress and remain dressed in a presentable fashion due to high public visibility of these areas. 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.
- b. Contractor shall be responsible for furnishing all signs and traffic controls in accordance with the Texas Manual on Uniform Traffic Control Devices. Contractor shall make any adjustments as required by the City.

#### **4.15 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 reflect the reduced acreage on its invoices by reducing the contract fee by the full amount for the specific site

#### **4.16 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



proposed revised schedule. Revisions to the schedule shall be made in writing and agreed to by the department representative, and shall be incorporated as if fully set forth herein.

#### **4.17 WORK SCHEDULE - CYCLES**

- a. Contractor shall abide by the City's rules regarding work on Ozone Alert Days. Contractor shall make necessary arrangements to receive Ozone Alert information.
- b. Each location must be mowed in accordance with the following schedule
  - February – November – twice a month,
  - January & December – monthly.

#### **4.18 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 proof of background checks.
- b. 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.
- c. 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.

### **LANDSCAPE SERVICES**

#### **4.19 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 the 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 the City staff. Mowing areas shall include slopes and trails.
- c. Contractor shall take extreme care not to damage trees, plants, shrubs, signs, water faucets, valves, other appurtenances or irrigation systems or create ruts in ground surface. Contractor shall be responsible for any damage to these objects, which shall be replaced by Contractor at Contractor's expense. 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 parking areas, fence lines, walkways, trees, shrubs, groundcover, landscaped, and mulched areas shall be weeded at each service call to avoid weed accumulation and unwanted vegetation. In addition, areas around all utility poles, flag poles, and sidewalk/curb cracks shall be kept free of weeds or shrubbery which may grow around or within them.
- f. Landscaped and groundcover areas such as, but not limited to, planter beds, rock beds, mulched beds, decomposed granite and tree wells shall be kept free of weeds, debris or other objectionable materials. Hand weeding is required in these areas to ensure that the appearance is presentable. Simply applying herbicide treatment without physically removing weeds is not permissible.
- 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 the 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. Clumps of grass clippings shall NOT be left behind after mowing service.
- j. Mulch. 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.
- 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 them off objects such as buildings, fire hydrants, signs, fences, walls, sitting areas, walkways, sidewalks or as directed by the department representative.

#### **4.20 REMOVAL OF GRASS CLIPPINGS**

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

#### **4.21 EDGING/STRING TRIMMING**

- a. Contractor shall cut and remove all plant materials immediately adjacent to or under serviced area structures, lighting/utility poles, trees, signs, fences, planting beds, etc. This shall also include the removal of all plant material from expansion joints and any other cracks in curbs, sidewalks (both sides), driveways and any other hard surface.
- b. All trimming shall be accomplished maintaining the required 3" cutting height or any adjusted height requested by the department representative.
- 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.
- e. Trimming may be reduced by chemical trimming, with prior written approval of the department representative. Any chemical trimming approved by the department representative shall be applied in accordance with all federal, state, and local applicable laws, standards, and regulations necessary to perform the services, including, but not limited to Safety Data Sheets and Texas Structural Pest Control Board Law and Regulations.

- f. All areas where grass abuts hard surfaces such as sidewalks, curbs, and lawn perimeters shall be edged at each service cycle. Contractor shall string trim around fences, buildings, walks, and curbs to maintain an attractive, even, finished appearance.
- g. Areas where an edger is difficult to maneuver, such as fences, flower beds, utility poles and other immobile objects shall be cut with a string trimmer or by hand to the same height as the lawn areas.
- h. All sidewalks, curbs, and steps must be mechanically edged to a one (1") inch depth and 1/4 inch width where they exist exposing the concrete surface. The initial edging shall be completed by the end of the first cycle.
- i. All edges must be maintained throughout the duration of the contract using a vertical cut approach. All material dislodged by edging must be removed from the site. Sidewalks must be edged on both sides.
- j. All trimming and edging must be accomplished concurrently with mowing operations.

#### **4.22 TREE TRIMMING AND WELLS**

- a. Contractor shall properly install and maintain all mulched areas adjacent to trees free of weeds. Hand weeding is required within all tree wells. Apply 2 to 4 inches of 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.**
- b. Mulch shall be pulled back 2 to 3 inches from the base of the tree trunk. Care should be taken to prevent mechanical damage to landscape and for aesthetic purposes.
- c. Contractor shall ensure, at all times, that mulch will not be disturbed. With written approval from the City, herbicides such as RoundUp may be used in conjunction with mowing or weed eating to protect tree wells and mulched areas.
- d. Contractor will be responsible for the replacement of any damaged/disturbed mulch with like mulch as a result of the Contractor's service.
- e. The City Arborist must approve the placement and replacement of mulch prior to all installments and re-applications.
- f. Contractor will not be allowed to spray herbicides without the written approval of the City. Contractor must have at least one person certified in pesticide application on staff.
- ~~g. Trees shall be pruned back, as needed for safety, equipment, structural or site lighting clearance. Trees shall be trimmed to an eight (8) foot tree branch clearance above public sidewalks, walkways, parking stalls, and driveways. No more than 1/4 to 1/3 of the leaf area shall be removed at any time. Tree pruning efforts shall be approved by a department representative.~~

#### **4.23 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, trees that have fallen over, blown papers, dumped trash, or any other debris materials.

#### **4.24 POWER BLOWER/SWEEPING**

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

### **IRRIGATION SYSTEM MAINTENANCE**

#### **4.25 Monthly Preventive Maintenance:**

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

#### **4.26 Repairs:**

- a. If the Contractor discovers that Major Repairs are needed to a system during an inspection, Contractor shall obtain a Purchase Order from the City Representative before commencement of any Major Repairs of irrigation system equipment. Major Repairs include 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. Materials shall be provided at the Contractor's actual invoiced cost, which shall be no greater than Manufacturer's Suggested Retail Price. **Cost plus charges are not allowed.** All materials supplied shall be new 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 purchase order for each Major Repair detailing the labor charge and the parts/materials as outlined above.
- c. Any adjustments to the time and watering day features of the irrigation systems shall meet local ordinances for water restrictions and ET rates as recommended by SAWS. (Sample seasonal irrigation schedule available at [www.saws.org/Conservation/SIP](http://www.saws.org/Conservation/SIP).)
- d. All replacement parts shall be the same or of equal quality as the part being replaced.
- e. Contractor shall warranty all parts and labor for Major Repairs for a period of 90 days or the manufacturer's warranty; whichever is greater.

#### **4.27 Annual Audits:**

- a. Contractor shall perform annual irrigation system audits to include any required backflow preventor inspections or test as required by San Antonio Water Systems.

#### **4.28 Seasonal Requirements:**

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

#### **4.29 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 4.25, performing annual irrigation system audit (4.27), and the seasonal requirements (4.28), to ensure they are functioning at optimal performance. Pricing for repairs of Pre-existing Damage shall be in accordance with the Major Repairs Labor Hours pricing shown in the price schedule. Time shall be based on actual time spent on the job site. Travel charges to the job site will NOT be allowed. Materials shall be provided at Contractor's actual invoiced cost, which shall be no greater than Manufacturer's Suggested Retail Price. Cost plus charges are not allowed. All materials supplied shall be new 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 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.

## 005 - SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or APRIL 1, 2016, whichever is later. This contract shall terminate on MARCH 31, 2019.

### Renewals.

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

### Temporary Short Term Extensions.

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

### Temporary Contract Pending Award of Contract by City Council

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

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

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

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

### Internal / External Catalog.

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

SAePS Electronic Catalog Options. Vendor shall furnish an electronic catalog that contains only the items awarded by City and displays pricing bid 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, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, which shall be clearly labeled "Annual Contract for DHS Landscaping Services" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

C) A Vendor's financial integrity is of interest to the City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by the City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Vendor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

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

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

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

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

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

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

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Vendor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) In addition to any other remedies the City may have upon Vendor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Vendor to stop work hereunder, and/or withhold any payment(s) which become due to Vendor hereunder until Vendor demonstrates compliance with the requirements hereof.



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

J) It is agreed that Vendor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

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

### Proposal Bond

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. The Proposal Bond shall be valid for 120 days following the deadline for submission of proposals. 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 Bidder is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any proposals received without a Proposal Bond will be disqualified.

For hard copy bids, the proposal bond must accompany the proposal. For electronic submissions, Bidder must provide the original proposal bond to the City Clerk prior to proposal opening in accordance with the instructions for hard copy submissions.

### 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 States 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.

### 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 & References
- 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 – SBEDA Utilization Plan
- Attachment F – Veteran Owned Small Business (VOSB) Preference Program Tracking Form
- Attachment G – Certification of Interested Parties (Form 1295) Form Information
- Attachment H – Equipment List
- Attachment I – Proposal Checklist
- Exhibit A – Small Business Economic Development Advocacy (SBEDA) Program
- Exhibit B – Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance
- Exhibit C – Holiday Schedule

## 006 - GENERAL TERMS & CONDITIONS

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

### Delivery of Goods/Services.

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

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

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

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

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

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

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

### Invoicing and Payment.

Address for Invoices. All original invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

### Information Required On Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the

quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

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

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

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

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

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

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

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

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

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

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

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

Termination.

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

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

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

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

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

## **INDEMNIFICATION.**

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

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

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

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

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

## **Records Retention.**

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such

Documents available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

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

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

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

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

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

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

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

**Non-discrimination.** As a condition of entering into this agreement, Vendor represents and warrants that it will comply with the City's Commercial Nondiscrimination Policy, as described under Section IILC.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.

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

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

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

007 - SIGNATURE PAGE

By submitting a proposal, whether electronically or by paper, Respondent represents that:

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

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

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

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

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Respondent Information

Please Print or Type

Vendor ID No.

1029020

Signer's Name

Robert T. Green III

Name of Business

Dee Amicis, Inc. DBA: Green Landscaping

Street Address

P.O. Box 700542

City, State, Zip Code

San Antonio, TX 78270

Email Address

greenlandscapingtx@gmail.com

Telephone No.

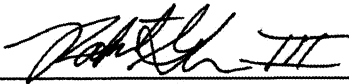
210-421-8347

Fax No.

210-352-5298

City's Solicitation No.

RFCSP No- 6100007027



Signature of Person Authorized to Sign Proposal

## 008 - STANDARD DEFINITION

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

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

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

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

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

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

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

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

Director – the Director of City's Purchasing & General Services Department, or Director's designee.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS

RFCSP ATTACHMENT A, PART ONE

GENERAL INFORMATION

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

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

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

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

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

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

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

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

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:

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List Related Companies:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**10. Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations?

Yes \_\_\_ No \_\_\_ If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

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**11. Previous Contracts:**

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

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

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

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

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

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

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## REFERENCES

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

### Reference No. 1:

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

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

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

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

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

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

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

\_\_\_\_\_

### Reference No. 2:

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

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

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

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

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

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

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

\_\_\_\_\_

### Reference No. 3:

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

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

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

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

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

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

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

\_\_\_\_\_

## **RFCSP ATTACHMENT A, PART TWO**

### **EXPERIENCE, BACKGROUND, QUALIFICATIONS**

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

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed. Identify any contracts which were terminated for cause or convenience.
2. 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.
3. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
4. 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 venturers and/or sub-contractors have worked together in the past.
5. 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.
6. State the primary work assignment and the percentage of time personnel will devote to the project if awarded the contract.
7. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

## RFCSP ATTACHMENT A, PART THREE

### PROPOSED PLAN

Prepare and submit the following items. Restate the question when providing the response.

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

1. Ramp Up Plan - Describe how Respondent will ramp up to meet the City's landscaping service requirements to implement contract by April 1, 2016. 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 individual(s) assigned to each position.
  - a. Describe the number of Crew Leaders, and /or Project Manager(s), and laborers that will be assigned to the contract. Indicate the proposed time frame for performing mowing services at each location, (i.e. between the hours of 7:30 a.m. – 7:00 p.m.; all day, etc.)
  - b. Site: Provide the address of the facility which you will use for this project. Describe your current capacity to serve the contractual duties of this contract as well as additional capacity that you will need as a result of this contract. If additional resources are needed, describe your plan for acquiring these resources. Pictures or lists of equipment/resources readily available to perform required services may be used to expand or clarify.
  - c. Equipment: Provide plan to obtain additional equipment (if needed).
  - d. Provide plan maintenance schedule for equipment to be used to perform services for this contract (frequency, procedures, etc.)
4. Quality Assurance/Quality Control (QA/QC) Plan – Describe Respondent current QA/QC to include procedures and personnel utilized for quality control, problem resolution, self-assessment, interaction with City, and control of subcontractors' performance, if any. Explain how your current procedures meet the needs of your current customers. Provide Copy of QA/QC Plan with proposal response.
5. Environmental Standards/Practices – Describe how you intend to utilize environmentally (green) products. Describe alternatives to the use of gas powered machines on air quality days.
6. Customer Service Plan – Describe Respondent customer service plan and discuss lines of communication and interaction with City customers, including City Staff and others.
7. Training Plan – Describe training and instruction programs that Respondent will provide to its employees working at the City that will perform this City contract. Provide a copy with proposal response.
8. Safety Plan – Describe how Respondent will implement a Safety Plan for the Contract. Provide a copy of Safety Plan with Proposal response. Describe how contractor will furnish signs and traffic controls in accordance with the Texas Manual on Uniform Traffic.

**RFCSP ATTACHMENT B**

**PRICE SCHEDULE**

Posted as a separate document.



Item 1					
Bob Ross Senior Center					
2219 Babcock, San Antonio, TX 78229					
	Description	Estimated Annual Quantity	Unit of Measure	Price per Unit	Extended Price
1A	Landscaping Services	22	Cycle	\$ 449.32	\$ 9,885.04
1B	Irrigation System: Monthly Preventative Maintenance (includes the cost of minor repairs and adjustments including parts.)	12	Month	\$ 250.00	\$ 3,000.00
1C	Annual Irrigation System Inspection	1	Each	\$ 120.00	\$ 120.00
1D	Irrigation Winterization	1	Each	\$ 110.00	\$ 110.00
1E	Irrigation Spring Start Up	1	Each	\$ 110.00	\$ 110.00
1F	Major Repairs - Labor Regular Time (Monday - Friday 7:00AM - 5:00PM)	8	Hour	\$ 65.00	\$ 520.00
1G	Major Repairs - Labor Overtime Time (Monday - Friday 5:01 PM - 6:59 AM; all day Saturday and Sunday, City Recognized Holidays)	5	Hour	\$ 75.00	\$ 375.00
Item 2					
Willie M. Cortez Senior Center					
5512 SW Military Dr., San Antonio, TX 78242					
	Description	Estimated Annual Quantity	Unit of Measure	Price per Unit	Extended Price
2A	Landscaping Services	22	Cycle	\$ 174.14	\$ 3,831.08
2B	Irrigation System: Monthly Preventative Maintenance (includes the cost of minor repairs and adjustments including parts.)	12	Month	\$ 125.00	\$ 1,500.00

2C	Annual Irrigation System Inspection	1	Each	\$ 85.00	\$ 85.00
2D	Irrigation Winterization	1	Each	\$ 80.00	\$ 80.00
2E	Irrigation Spring Start Up	1	Each	\$ 80.00	\$ 80.00
2F	Major Repairs - Labor Regular Time (Monday - Friday 7:00AM - 5:00PM)	8	Hour	\$ 65.00	\$ 520.00
2G	Major Repairs - Labor Overtime Time (Monday - Friday 5:01 PM - 6:59 AM; all day Saturday and Sunday, City Recognized Holidays)	5	Hour	\$ 75.00	\$ 375.00
<b>Item 3</b>					
<b>Northeast Senior Center</b>					
<b>4135 Thousand Oaks, San Antonio, TX 78217</b>					
	<b>Description</b>	<b>Estimated Annual Quantity</b>	<b>Unit of Measure</b>	<b>Price per Unit</b>	<b>Extended Price</b>
3A	Landscaping Services	22	Cycle	\$ 395.82	\$ 8,708.04
3B	Irrigation System: Monthly Preventative Maintenance (includes the cost of minor repairs and adjustments including parts.)	12	Month	\$ 225.00	\$ 2,700.00
3C	Annual Irrigation System Inspection	1	Each	\$ 110.00	\$ 110.00
3D	Irrigation Winterization	1	Each	\$ 100.00	\$ 100.00
3E	Irrigation Spring Start Up	1	Each	\$ 100.00	\$ 100.00
3F	Major Repairs - Labor Regular Time (Monday - Friday 7:00AM - 5:00PM)	8	Hour	\$ 65.00	\$ 520.00
3G	Major Repairs - Labor Overtime Time (Monday - Friday 5:01 PM - 6:59 AM; all day Saturday and Sunday, City Recognized Holidays)	5	Hour	\$ 75.00	\$ 375.00

<b>Item 4</b>					
<b>District 3 Senior Center - New Center Anticipated Opening November 2016</b>					
<b>3303 Pecan Valley Dr., San Antonio, TX 78210</b>					
	<b>Description</b>	<b>Estimated Annual Quantity</b>	<b>Unit of Measure</b>	<b>Price per Unit</b>	<b>Extended Price</b>
<b>4A</b>	Landscaping Services	22	Cycle	\$ 323.61	\$ 7,119.42
<b>4B</b>	Irrigation System: Monthly Preventative Maintenance (includes the cost of minor repairs and adjustments including parts.)	12	Month	\$ 187.00	\$ 2,244.00
<b>4C</b>	Annual Irrigation System Inspection	1	Each	\$ 115.00	\$ 115.00
<b>4D</b>	Irrigation Winterization	1	Each	\$ 105.00	\$ 105.00
<b>4E</b>	Irrigation Spring Start Up	1	Each	\$ 105.00	\$ 105.00
<b>4F</b>	Major Repairs - Labor Regular Time (Monday - Friday 7:00AM - 5:00PM)	8	Hour	\$ 65.00	\$ 520.00
<b>4G</b>	Major Repairs - Labor Overtime Time (Monday - Friday 5:01 PM - 6:59 AM; all day Saturday and Sunday, City Recognized Holidays)	5	Hour	\$ 75.00	\$ 375.00
<b>Item 5</b>					
<b>Frank Garret Multi-Service Center &amp; West End Park Senior Center</b>					
<b>1226 NW 18th Street, San Antonio, TX 78207</b>					
	<b>Description</b>	<b>Estimated Annual Quantity</b>	<b>Unit of Measure</b>	<b>Price per Unit</b>	<b>Extended Price</b>
<b>5A</b>	Landscaping Services	22	Cycle	\$ 214.52	\$ 4,719.44
<b>5B</b>	Irrigation System: Monthly Preventative Maintenance (includes the cost of minor repairs and adjustments including parts.)	12	Month	\$ 125.00	\$ 1,500.00

5C	Annual Irrigation System Inspection	1	Each	\$ 85.00	\$ 85.00
5D	Irrigation Winterization	1	Each	\$ 80.00	\$ 80.00
5E	Irrigation Spring Start Up	1	Each	\$ 80.00	\$ 80.00
5F	Major Repairs - Labor Regular Time (Monday - Friday 7:00AM - 5:00PM)	8	Hour	\$ 65.00	\$ 520.00
5G	Major Repairs - Labor Overtime Time (Monday - Friday 5:01 PM - 6:59 AM; all day Saturday and Sunday, City Recognized Holidays)	5	Hour	\$ 75.00	\$ 375.00
<b>Item 6</b>					
<b>Willie Velasquez</b>					
<b>1302 N. Zarzamora, San Antonio, TX 78207</b>					
	<b>Description</b>	<b>Estimated Annual Quantity</b>	<b>Unit of Measure</b>	<b>Price per Unit</b>	<b>Extended Price</b>
6A	Landscaping Services	22	Cycle	\$ 156.48	\$ 3,442.56
6B	Irrigation System: Monthly Preventative Maintenance (includes the cost of minor repairs and adjustments including parts.)	12	Month	\$ 125.00	\$ 1,500.00
6C	Annual Irrigation System Inspection	1	Each	\$ 85.00	\$ 85.00
6D	Irrigation Winterization	1	Each	\$ 80.00	\$ 80.00
6E	Irrigation Spring Start Up	1	Each	\$ 80.00	\$ 80.00
6F	Major Repairs - Labor Regular Time (Monday - Friday 7:00AM - 5:00PM)	8	Hour	\$ 65.00	\$ 520.00

6G	Major Repairs - Labor Overtime Time (Monday - Friday 5:01 PM - 6:59 AM; all day Saturday and Sunday, City Recognized Holidays)	5	Hour	\$ 75.00	\$ 375.00
<b>Item 7</b>					
<b>District 10 - Vacant Lot</b>					
<b>4135 Thousand Oaks, San Antonio, TX 78217</b>					
	<b>Description</b>	<b>Estimated Annual Quantity</b>	<b>Unit of Measure</b>	<b>Price per Unit</b>	<b>Extended Price</b>
7A	Landscaping Services	22	Cycle	\$ 107.00	\$ 2,354.00
<b>Item 8</b>					
<b>Claude W. Black Community Center</b>					
<b>2805 East Commerce, San Antonio, TX 78203</b>					
	<b>Description</b>	<b>Estimated Annual</b>	<b>Unit of Measure</b>	<b>Price per Unit</b>	<b>Extended Price</b>
8A	Landscaping Services	22	Cycle	\$ 169.60	\$ 3,731.20
<b>Item 9</b>					
<b>Kenwood Community Center</b>					
<b>305 Dora, San Antonio, TX 78212</b>					
	<b>Description</b>	<b>Estimated Annual</b>	<b>Unit of Measure</b>	<b>Price per Unit</b>	<b>Extended Price</b>
9A	Landscaping Services	22	Cycle	\$ 178.68	\$ 3,930.96
<b>Item 10</b>					
<b>Head Start</b>					
<b>1227 Brady, San Antonio, TX 78207</b>					
	<b>Description</b>	<b>Estimated Annual</b>	<b>Unit of Measure</b>	<b>Price per Unit</b>	<b>Extended Price</b>
10A	Landscaping Services	22	Cycle	\$ 133.75	\$ 2,942.50

Payment Term 2% - 10 days

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

Contracts Disclosure Form may be downloaded at <https://www.sanantonio.gov/efoms/atty/ContractsDisclosureForm.pdf>  
Instructions for completing the Contracts Disclosure form are listed below:

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

**RFCSP ATTACHMENT D**

**LITIGATION DISCLOSURE FORM**

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

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

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

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

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

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

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

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

**RFCSP ATTACHMENT E**

**SBEDA Utilization Plan**

Posted as a separate document.





## CITY OF SAN ANTONIO SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

SOLICITATION NAME: **Annual Contract for DHS Landscaping Services**

RESPONDENT NAME:

SOLICITATION API: **Small Business Enterprise (SBE) Prime Contract Program and Emerging Small Business Enterprise (ESBE) Prime Contract Program**

API REQUIREMENTS: In order to receive the ten (10) evaluation preference points associated with the SBE Prime Contract Program and the ten (10) evaluation preference points associated with the ESBE Prime Contract Program, SBE/ESBE Prime Respondents must document on this form that at least 51% of this contract shall be self-performed or shall be subcontracted to other certified SBEs/ESBEs with a Significant Business Presence within the San Antonio Metropolitan Statistical Area.

For further clarification, please contact David Rodriguez at 210-207-0071.

Enter Respondent's (Prime) proposed contract participation level. Leave blank for revenue generating contracts.

	PARTICIPATION DOLLAR AMOUNT	% LEVEL OF PARTICIPATION	CERTIFICATION TYPE AND NUMBER	TYPE OF WORK TO BE PERFORMED (BY NIGP CODE)
Prime:	\$	%		
SAePS Vendor #:			SCTRCA #:	

List ALL subcontractors/suppliers that will be utilized for the entire contract period, excluding possible extensions, renewals and/or alternates. Use additional pages if necessary.

Sub:	\$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	\$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	\$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	\$	%		
SAePS Vendor #:			SCTRCA #:	

**\*\* Prime respondent and all subcontractors/suppliers must be registered in the City of San Antonio Electronic Procurement System (SAePS). To learn more about how to register, please call (210) 207-0118 or visit <http://www.sanantonio.gov/purchasing/saeps.aspx>.**

Sub:	\$	%	
SAePS Vendor #:			SCTRCA #:
Sub:	\$	%	
SAePS Vendor #:			SCTRCA #:
Sub:	\$	%	
SAePS Vendor #:			SCTRCA #:
Sub:	\$	%	
SAePS Vendor #:			SCTRCA #:
Sub:	\$	%	
SAePS Vendor #:			SCTRCA #:
A.Total Prime Participation:	\$	%	A. Total base bid amount to be kept by prime.
B.Total Sub Participation:	\$	%	B. Total amount prime will pay to certified and non-certified subcontractors/suppliers
C.Total Certified Sub Participation:	\$	%	C. Total amount prime will pay to certified subcontractors/suppliers per the eligibility requirements stated above
D.Total Prime & Sub Participation*:	\$	%	D. Total prime and subcontractor(s)/supplier(s) participation must equal your base bid amount (A+B)

***If a business is not certified, please call the Small Business Program Office at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.***

**I HEREBY AFFIRM THAT I POSSESS DOCUMENTATION FROM ALL PROPOSED SUBCONTRACTORS/SUPPLIERS CONFIRMING THEIR INTENT TO PERFORM THE SCOPE OF WORK FOR THE PRICE INDICATED ABOVE. I FURTHER AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.**

**Print Name:** \_\_\_\_\_ **Sign:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\*\*\*\*\*  
**FOR CITY USE**

**Action Taken:** Approved \_\_\_\_\_ Denied \_\_\_\_\_

**ASSISTANT DIRECTOR  
ECONOMIC DEVELOPMENT DEPARTMENT**

**RFCSP ATTACHMENT F**  
**VETERAN-OWNED SMALL BUSINESS PROGRAM TRACKING FORM**

Posted as a separate document.

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

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

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

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

**Definitions.**

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

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

The program uses the below definition of joint venture.

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

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

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

**INSTRUCTIONS**

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

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

SOLICITATION NAME/NUMBER: \_\_\_\_\_

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

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

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

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ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER/RESPONDENT'S FULL NAME:

\_\_\_\_\_  
(Print Name) Authorized Representative of Bidder/Respondent

\_\_\_\_\_  
(Signature) Authorized Representative of Bidder/Respondent

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

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

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

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.

“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.

“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) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

“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.

**RFCSP ATTACHMENT H**

**EQUIPMENT LIST**

**Minimum Requirement Equipment List**

**Diesel Zero Turn Riding Lawn Mower 60" or 72" Cutting Decks**  
Minimum Quantity: 4

Quantity: \_\_\_\_\_

Equipment: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_

**32" Walk Behind Mower-Rapid Cut Blade:**  
Minimum Quantity: 2

Quantity: \_\_\_\_\_

Equipment: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_

**Weed Trimming:**  
Minimum Quantity: 4  
Commercial Grade, Gas Powered Spit-Boom, Grass/Weed Trimmer

Quantity: \_\_\_\_\_

Equipment: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_

**Back Pack Blower:**  
Minimum Quantity: 4  
Commercial Grade

Quantity: \_\_\_\_\_

Equipment: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_

**Preferred Equipment (not required)**

**Diesel tractors with 88" flail mowers-**  
Minimum Quantity: 2  
Commercial Grade, Bat Wing/Whirlwind Attachments

Quantity: \_\_\_\_\_

Equipment: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_



**RFCSP ATTACHMENT I**

**PROPOSAL CHECKLIST**

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFCSP Attachment A, Part One	
Experience, Background & Qualifications RFCSP Attachment A, Part Two	
Proposed Plan RFCSP Attachment A, Part Three	
Pricing Schedule RFCSP Attachment B	
*Contracts Disclosure form RFCSP Attachment C	
Litigation Disclosure RFCSP Attachment D	
*SBEDA Form RFCSP Attachment E – Utilization Plan ; and Associated Certificates, if applicable	
*Veteran-Owned Small Business (VOSB) Program Tracking Form RFCSP Attachment F	
**Certificate of Interested Parties (Form 1295) RFCSP Attachment G	
RFCSP Attachment H – Equipment List	
Proof of Insurability Insurance Provider's Letter Copy of Current Certificate of Insurance	
*Signature Page (only required for a hard copy submission) RFCSP Section 007.	
Proposal Checklist RFCSP Attachment I	
One (1) Original, eight (8) and one (1) CD of entire proposal in PDF format if submitting in hard copy.	

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

\*\*Certificate of Interested Parties (Form 1295) requires notarization.

**Be sure all forms that require a signature and/or to be notarized are done so prior to submittal of proposal.**

## 010 - RFCSP EXHIBITS

### RFCSP EXHIBIT A - SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM

#### A. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements. In the absence of a waiver granted by the SBO, failure of a Prime Contractor to commit in its response, through fully-documented and signed SBO-promulgated Subcontractor/Supplier Utilization Plan form, to satisfying the SBE subcontracting goal shall render its response NON-RESPONSIVE.

**Waiver Request** - A Respondent may request, for good cause, a full or partial Waiver of a **specified subcontracting goal** included in this solicitation by submitting the *Respondent Subcontracting Waiver Request* form (which is available at <http://www.sanantonio.gov/edd/SmallBusiness>) with its solicitation response. **The Respondent's Waiver request must fully document subcontractor unavailability despite the Respondent's good faith efforts to comply with the goal.** Such documentation shall include all good faith efforts made by Respondent including, but not limited to, which subcontractors were contacted (with phone numbers, e-mail addresses and mailing addresses, as applicable) and the method of contact. **Late Waiver requests will not be considered.**

**Exception Request** - A Respondent may, for good cause, request an Exception to the application of the SBEDA Program if the Respondent submits the *Exception to SBEDA Program Requirements Request* form (available at <http://www.sanantonio.gov/edd/SmallBusiness>) with its solicitation response. The Respondent's Exception request must fully document why: (1) the value of the contract is below the \$50,000 threshold for application of the SBEDA Program; or (2) no commercially-useful subcontracting opportunities exist within the contract scope of work; or (3) the type of contract is outside of the scope of the SBEDA Ordinance. **Late Exception Requests will not be considered.**

#### B. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2010-06-17-0531 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development (EDD) website page and is also available in hard copy form upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of this Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

#### C. Definitions

**Affirmative Procurement Initiatives (API)** – Refers to various Small Business Enterprise, Minority Business Enterprise, and/or Women Business Enterprise ("S/M/WBE") Program tools and Solicitation Incentives that are used to encourage greater Prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE program tools, see Section III. D. of Attachment A to the SBEDA Ordinance.)

**Certification or "Certified"** – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City accepts any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6 of Attachment A.

**Centralized Vendor Registration System (CVR)** – a mandatory electronic system wherein the City requires all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting

solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

**Commercially Useful Function** – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed. The use of S/M/WBE firms by CONTRACTOR to perform such “pass-through” or “conduit” functions that are not commercially useful shall be viewed by the CITY as fraudulent if CONTRACTOR attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE subcontractor or joint venture partner towards attainment of S/M/WBE utilization goals, and the CONTRACTOR and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

**Economic Inclusion** – efforts to promote and maximize commercial transactions within, between and among all segments of the business population, regardless of race or gender, within the Relevant Marketplace.

**Emerging SBE (ESBE)** – a certified SBE corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is independently owned and operated by Individuals legally residing in, or that are citizens of, the United States or its territories, that is no more than five years old at the time of its original certification as an ESBE or whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, that is actively enrolled in the Mentor-Protégé Program for its Industry (once established by the City), and meets the Significant Business Presence requirements as defined herein.

**Emerging M/WBE** – a certified M/WBE firm that is no more than five years old at the time of its original certification as an Emerging M/WBE that is actively enrolled in the M/WBE or SBE Mentor-Protégé Program for its industry (once established by the City), whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

**Good Faith Efforts** – documentation of the CONTRACTOR’s or Respondent’s intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation within a solicitation response reflecting the Respondent’s commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SBE or M/WBE subcontract opportunities on the City of San Antonio website; solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office’s directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor’s posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.) The appropriate form and content of CONTRACTOR’s Good Faith Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.

**HUBZone Firm** – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35

percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

**Independently Owned and Operated** – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

**Individual** – an adult person that is of legal majority age.

**Industry Categories** – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering (A&E), Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as “business categories.”

**Minority/Women Business Enterprise (M/WBE)** – firm that is certified as a Small Business Enterprise and also as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

**M/WBE Directory** – a listing of minority- and women-owned businesses that have been certified for participation in the City’s M/WBE Program APIs.

**Minority Business Enterprise (MBE)** – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified a Small Business Enterprise and also as being at least fifty-one percent (51%) owned, managed and controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the CITY. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term “MBE” as used in this Ordinance is not inclusive of women-owned business enterprises (WBEs).

**Minority Group Members** – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

African-Americans: Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian, or West Indian.

Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.

Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

Native Americans: Persons having no less than 1/16<sup>th</sup> percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

**Originating Department** – the CITY department or authorized representative of the CITY which issues solicitations or for which a solicitation is issued.

**Payment** – dollars actually paid to CONTRACTORS and/or Subcontractors and vendors for CITY contracted goods and/or services.

**Prime Contractor** – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City. For purposes of this agreement, this term refers to the CONTRACTOR.

**Relevant Marketplace** – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the MGT Studies, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

**Respondent** – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City. For purposes of this agreement, CONTRACTOR is the Respondent.

**Responsible** – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

**Responsive** – a firm's submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

**San Antonio Metropolitan Statistical Area (SAMSA)** – also known as the Relevant Marketplace, the geographic market area from which the CITY's MGT Studies analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

**SBE Directory** - a listing of small businesses that have been certified for participation in the City's SBE Program APIs.

**Significant Business Presence** – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

**Small Business Enterprise (SBE)** – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

**Small Business Office (SBO)** – the office within the Economic Development Department (EDD) of the CITY that is primarily responsible for general oversight and administration of the S/M/WBE Program.

**Small Business Office Manager** – the Assistant Director of the EDD of the CITY that is responsible for the management of the SBO and ultimately responsible for oversight, tracking, monitoring, administration, implementation and reporting of the S/M/WBE Program. The SBO Manager is also responsible for enforcement of contractor and vendor compliance with contract participation requirements, and ensuring that overall Program goals and objectives are met.

**Small Minority Women Business Enterprise Program (S/M/WBE Program)** – the combination of SBE Program and M/WBE Program features contained in the SBEDA Ordinance.

**Solicitation Incentives** – additional inducements or enhancements in the solicitation process that are designed to increase the chances for the selection of S/M/WBE firms in competition with other firms. Such inducements and enhancements may include such terms as additional contract option years, increased quantities in supply contracts, and evaluation preferences, where not prohibited by law. These solicitation incentives may be applied as appropriate to solicitations, contracts, and letter agreements for Architecture and Engineering services, Construction, Goods & Supplies, Professional Services, and Other Services contracts, including change orders and amendments.

**Subcontractor** – any vendor or contractor that is providing goods or services to a Prime Contractor or CONTRACTOR in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of each binding agreement between the CONTRACTOR and its subcontractors shall be submitted to the CITY prior to execution of this contract agreement and any contract modification agreement.

**Subcontractor/Supplier Utilization Plan** – a binding part of this contract agreement which states the CONTRACTOR's commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee.

**Suspension** – the temporary stoppage of the SBE or M/WBE firm's beneficial participation in the CITY's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7 of Attachment A to the SBEDA Ordinance, or the temporary stoppage of CONTRACTOR's and/or S/M/WBE firm's performance and payment under CITY contracts due to the CITY's imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

**Women Business Enterprises (WBEs)** - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being a Small Business Enterprise and that is at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term "WBE" as used in this Agreement is not inclusive of MBEs.

#### D. SBEDA Program Compliance – General Provisions

As CONTRACTOR acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its Subcontractors with this term;
2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its Subcontractors or suppliers;
3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
4. CONTRACTOR shall immediately notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.
5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.
6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for

a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.

7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.
8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the CONTRACTOR and each of its Subcontractors for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System, and CONTRACTOR has represented to CITY which primary commodity codes each registered Subcontractor will be performing under for this contract.

**E. SBEDA Program Compliance – Affirmative Procurement Initiatives**

The CITY has applied the following contract-specific Affirmative Procurement Initiatives to this contract. CONTRACTOR hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement:

**SBE Prime Contract Program.** In accordance with the SBEDA Ordinance, Section III. D. 7. (a), this contract is being awarded pursuant to the SBE Prime Contract Program, and as such, CONTRACTOR affirms that if it is presently certified as an SBE, CONTRACTOR agrees not to subcontract more than 49% of the contract value to a non-SBE firm; **and**

**ESBE Prime Contract Program.** In accordance with the SBEDA Ordinance, Section III. D. 7. (b), this contract is being awarded pursuant to the ESBE Prime Contract Program and as such, CONTRACTOR affirms that if it is presently certified as an ESBE (see *Emerging SBE* definition), CONTRACTOR agrees not to subcontract more than 49% of the contract value to a non-ESBE firm.

**F. Commercial Nondiscrimination Policy Compliance**

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR 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 the company retaliate against any person for reporting instances of such discrimination. The company 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. The company 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 the company 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. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

**G. Prompt Payment**

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued

to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

H. Violations, Sanctions and Penalties

In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;
2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;
3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;
4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

1. Suspension of contract;
2. Withholding of funds;
3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
4. Refusal to accept a response or proposal; and
5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).



**RFCSP Exhibit B –**

**Veteran-Owned Small Business Preference Program Ordinance**

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

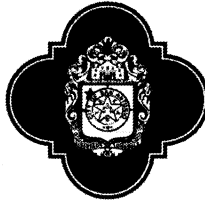
For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form attached to this solicitation.

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

## RFCSP Exhibit C

### Holiday Schedule

City of San Antonio FY 2015 - 2016 Holiday Schedule		
Holiday	Day	Date
Veteran's Day	Wednesday	November 11, 2015
Thanksgiving Day	Thursday	November 26, 2015
Day after Thanksgiving	Friday	November 27, 2015
Christmas Eve	Thursday	December 24, 2015
Christmas Day	Friday	December 25, 2015
Winter Holiday	Monday	December 28, 2015
City Closure	Tuesday	December 29, 2015
City Closure	Wednesday	December 30, 2015
Winter Holiday	Thursday	December 31, 2015
New Year's Day	Friday	January 1, 2016
Martin Luther King, Jr. Day	Monday	January 18, 2016
Fiesta San Jacinto	Friday	April 22, 2016
Memorial Day	Monday	May 30, 2016
Independence Day (Observed)	Monday	July 4, 2016
Labor Day	Monday	September 5, 2016



## City of San Antonio

**SUBJECT:** Request for Competitive Sealed Proposal (RFCSP) Annual Contract for DHS Landscaping Services No. **6100007027 (RFCSP 016-039)**, Scheduled to Open: **February 17, 2016**; Date of Issue: **January 19, 2016**

**FROM:** Paul J. Calapa  
Procurement Administrator

**DATE:** February 9, 2016

### **THIS NOTICE SHALL SERVE AS ADDENDUM NO. I - TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSALS**

#### **THE ABOVE MENTIONED REQUEST FOR PROPOSALS IS HEREBY AMENDED AS FOLLOWS:**

1. Add: Pre-Submittal Conference SBEDA Presentation. This document shall be posted as a separate file.
2. Section 004 – Specification / Scope of Services, Subsection 4.22(g) is hereby removed.
3. RFCSP Attachment H – Equipment List, Minimum Requirement Equipment List – The first item on list is hereby modified to read as follows:

***Zero Turn Riding Lawn Mower 60" or 72" cutting decks.***

4. Add: Addendum I Attachment A, Landscaping and Irrigation Plans – posted as a separate document to this addendum.

#### **QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, RESTRICTIONS ON COMMUNICATION:**

Question 1: Will the contractor be expected to cut the trees away from the power lines and/or the building?

Response 1: See Addendum I, amended section above - #2.

Question 2: Will the contractor be expected to bring all the sites to the standards outlined in the RFCSP including the replenishment of mulch? If so, how should this be priced?

Response 2: Yes, the awarded contractor will be expected to bring all of the sites to standards as described in Section 004 Specifications / Scope of Service. The pricing submitted should reflect the cost of all services throughout the term of the contract to include the cost for mulch replenishment.

Question 3: Please provide the irrigation zones for each location.

Response 3: Item 1: Bob Ross Senior Center – 30 zones; Item 2: Willie M. Cortez Senior Center – 8 zones; Item 3: Northeast Senior Center – 26 zones; Item 4: District 3 Senior Center – 17 zones; Item 5: Frank Garret – 6 zones, West End Park Senior Center – zones unknown; Item 6: Willie Velasquez – 9 zones;

Question 4: Please provide site maps to include landscaped areas for each location.

Response 4: This information is not available.

Question 5: For the District 10 – Vacant Lot will the corner of Thousand Oaks and Scarsdale be included?

Response 5: The tree, sign and planter will not be included as part of the District 10 – Vacant Lot; these belong to the local Homeowners Association.

Question 6: Please provide the landscaping and irrigation plans for the new District 3 Senior Center.

Response 6: The landscaping and irrigation plans are Attachment A to this addendum.

Question 7: Do I need to submit an Internal/External Catalog?

Response 7: No, Internal/External Catalogs are not required for this contract.

Question 8: What is a Proposal Bond?

Response 8: A Proposal / Bid Bond is a form of guarantee that the party who submits a proposal or bid will enter into the contract, if awarded.

Question 9: What is a Performance Bond?

Response 9: A Performance Bond is also known as a surety bond; a form of guarantee that the contractor will perform the work in accordance with the plans, specifications and contract documents.

Question 10: Will a company check suffice for the \$1,000.00 Proposal Bond?

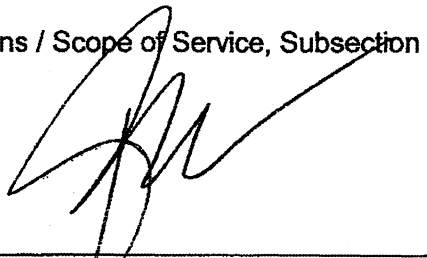
Response 10: No. See Section 005 - Supplemental Terms & Conditions, Proposal Bond for requirements.

Question 11: We do not own any diesel lawn equipment, will this impact award consideration?

Response 11: See Addendum I, number 3 above.

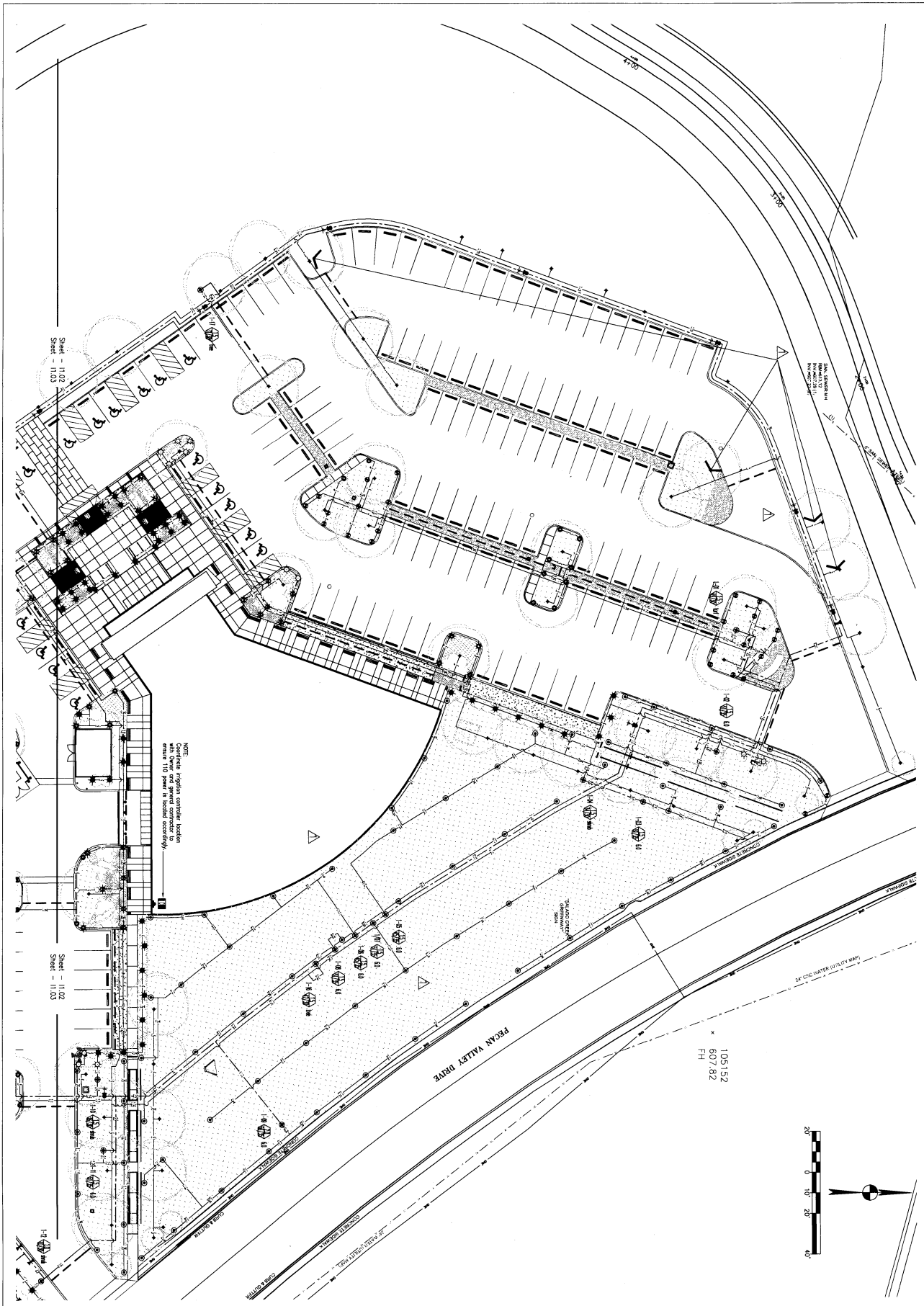
Question 12: There is a requirement for a commercial license for herbicide or pest control, is it possible to subcontract this portion of the contract?

Response 12: No. See Section 004 - Specifications / Scope of Service, Subsection 4.3 Minimum Requirements (b).



Paul J. Calapa  
Procurement Administrator  
Finance Department – Purchasing Division





Sheet - 11.02  
Sheet - 11.03

Sheet - 11.02  
Sheet - 11.03

NOTE:  
Complete irrigation controller location  
shown. 110 power is located accordingly.

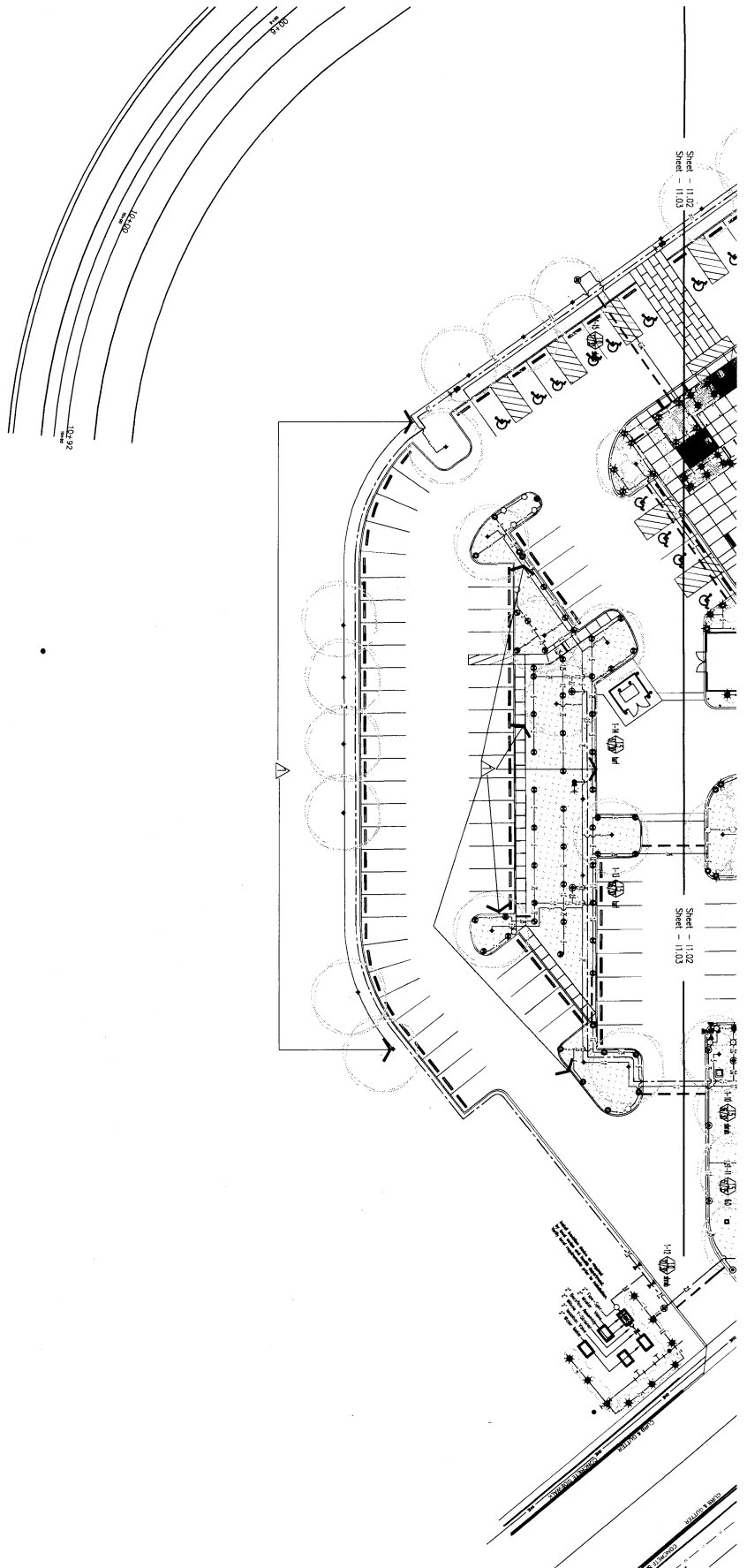
11.02	REVISIONS
	DATE
	DESCRIPTION
	PROJECT NO.
	CONTRACT NO.

DISTRICT 3 COMMUNITY CENTER  
CITY OF SAN ANTONIO  
3303 PECAN VALLEY DR.  
SAN ANTONIO, TEXAS 78210

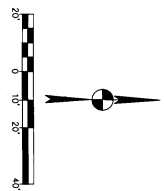
DEBRA J. DOCKERY, ARCHITECT, P.C.  
118 BROADWAY, SUITE 516  
SAN ANTONIO, TX, 78205  
PHONE (210) 225-6130  
FAX (210) 225-7588

EFFECTIVE WATER MANAGEMENT, L.L.C.  
Integrative Design and Construction  
21507 Iphewood  
San Antonio, TX 78259  
tel: 210 481 1518  
cell: 210 210 0602  
email: ewm@etm7.com





① IRRIGATION PLAN  
SCALE: 1"=20'-0"



DISTRICT 3 COMMUNITY CENTER  
CITY OF SAN ANTONIO  
1309 PECAN VALLEY DR.  
SAN ANTONIO, TEXAS 78210

DEBRA J. DOCKERY, ARCHITECT, P.C.  
118 BROADWAY, SUITE 516  
SAN ANTONIO, TX, 78205  
PHONE (210) 225-6130  
FAX (210) 225-7588

EFFECTIVE WATER MANAGEMENT, LLC  
Irrigation Design and Construction  
21507 Hyperwood  
San Antonio, TX 78259  
PH: 210 481 1268  
FAX: 210 213 0602  
email: ewm@etw.com



REVISIONS	1. All items to include 2. All items to include 3. All items to include 4. All items to include 5. All items to include 6. All items to include 7. All items to include 8. All items to include 9. All items to include 10. All items to include
PROJECT NO.	304
DATE	3/24/15
DESCRIPTION	Construction Documents JUNE 2015
IRRIGATION	

