

CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")
NO.: 6100003914
RFCSP 014-013

**ANNUAL CONTRACT FOR CUSTODIAL AND SUPPLEMENTAL
CONVERSION/LABOR SERVICES AT ALAMODOME**

Date Issued: FEBRUARY 17, 2014

BIDS MUST BE RECEIVED NO LATER THAN:
2:00 PM MARCH 19, 2014

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
2nd 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 CUSTODIAL AND SUPPLEMENTAL CONVERSION/LABOR
SERVICES AT ALAMODOME"

Proposal Due Date: 2:00 p.m., MARCH 19, 2014

RFCSP No.: 6100003914

Respondent's Name and Address

Proposal Bond: YES Performance Bond: YES Payment Bond: No Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: Yes

DBE / ACDBE Requirements: No

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

Pre-Submittal Conference *YES

* If YES, the Pre-Submittal Conference will be held on FEBRUARY 25, 2014 at 10:00 AM at ALAMODOME, 100 MONTANA, MEETING ROOM M, SAN ANTONIO, TEXAS 78205.

A site visit will be held at the Alamodome, 100 Montana, immediately following the Pre-Submittal Conference.

Staff Contact Person: LINDA BEAL, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966.
Email: LINDA.BEAL@SANANTONIO.GOV

SBEDA Contact Information: Edson Zavala, (210) 207-3962, edson.zavala@sanantonio.gov

This solicitation has been identified as High-Profile.

Notice Regarding Prohibition on Campaign or Officeholder Contributions for Individuals and Entities Seeking High-Profile Contracts. Under Section 2-309 of the Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded ("black out" period):

- 1 legal signatory of a high-profile contract;
- 2 any individual seeking a high-profile contract;
- 3 any owner or officer of an entity seeking a high-profile contract;
- 4 the spouse of any of these individuals;
- 5 any attorney, lobbyist or consultant retained to assist in seeking contract.

A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the "black out" period.

002 - TABLE OF CONTENTS

002 - TABLE OF CONTENTS3
003 - INSTRUCTIONS FOR RESPONDENTS4
004 - SPECIFICATIONS / SCOPE OF SERVICES12
005 - SUPPLEMENTAL TERMS & CONDITIONS28
006 - GENERAL TERMS & CONDITIONS32
007 - SIGNATURE PAGE37
008 - STANDARD DEFINITION38
009 - ATTACHMENTS40
010 - RFCSP EXHIBITS66

003 - INSTRUCTIONS FOR RESPONDENTS

PART A

Submission of Proposals.

Submission of Hard Copy Proposals. Submit one original signed in ink, 8 hard copies 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 March 4, 2014. 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 Edson Zavala. Mr. Zavala may be reached by telephone at (210) 207-3962 or by email at edson.zavala@sanantonio.gov. *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

If this solicitation contains DBE/ACDBE requirements, 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. 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 75 two-sided 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 variations or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.

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

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

Proposal Opening. Proposals will be opened publicly and the names of the respondents read aloud at 2:30 P.M. on the day the proposals are due. Proposal openings are held at Purchasing & General Services, Riverview Tower, 11th 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.

Conflict of Interest.

Effective January 1, 2006, 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 conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or proposals, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205." Respondent should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your proposal. The Purchasing Division will not deliver the form to the City Clerk for you. Supplemental information related to the State of Texas Conflict of Interest requirement are included in Attachment G.

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, 8 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.

PRICING SCHEDULE. Use the Pricing Schedule that is found in this RFCSP as Attachment B.

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

<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) TRACKING FORM. Complete, sign and submit VOSB form found in this RFP as Attachment F.

PROPOSAL BOND. Respondent must submit a proposal bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of \$5,000. The Proposal Bond shall be valid for 120 days following the deadline for submission of bids. The Proposal Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Respondent is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any bids received without a Proposal Bond will be disqualified.

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

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 M.

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 (30 points)

Proposed Plan (35 points)

Price (20 points)

Small Business Economic Development Advocacy (SBEDA) Program –

SBE Prime Contract – 15 Points

Certified SBE firms headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as a Prime Contractors proposing at least 51% SBE participation (prime and/or subcontractor) will receive fifteen (15) evaluation criteria percentage points.

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

Subcontracting

*M/WBE Subcontracting Program – **Subcontract at least twenty five percent (25%)** of its prime contract value to certified M/WBE firms headquartered or that have a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA).

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 BACKGROUND:

The City's Convention and Sports Facilities Department is soliciting proposals from qualified, professional companies to manage and provide custodial and supplemental conversion/labor services (hereafter "Service" or "Services") at the Alamodome (hereafter "Facility"), located at 100 Montana, in accordance with the specifications listed herein. Conversion/supplemental labor refers to the provision of additional labor to augment City staff in the conversion or transition from one type of event to another at the Facility, and for any other special projects or maintenance and repair tasks in which supplemental labor may be required at the Facility.

The City is seeking a professional management company (hereafter "Contractor") to not only perform these Services, but also manage and supervise the Services to ensure the highest standards of quality and efficiency consistent with overall best value. Contractor's core business, professional qualifications, technical competence, and specialized skill and experience should demonstrate its commitment and dedication, as well as ability and willingness, to provide the Services as specified herein and competently manage and supervise its staff and other resources to provide quality Services in a consistent, efficient, safe and accountable manner. Contractor shall perform its obligations hereunder, including the management and operation of the Services with integrity and good faith and consistent with the terms of this Agreement at all times. The scope of such duty specifically includes, without limitation, the duty to maintain the quality of Contractor's Services at a level commensurate with the highest standards in the industry. Quality, professionalism, customer service and safety are of paramount importance with regard to the provision of all Services under this Agreement. All services must be delivered consistently in a timely, effective and efficient manner. Contractor is required to submit an Operational, Management and Quality Assurance Plan as detailed in Attachment A, Part Three. This plan shall be used to ensure that Contractor meets or exceeds its obligations at all times under this Agreement. Deviations from the plan may be considered a material breach of this Agreement and may result in termination of the Agreement. Contractor shall amend the plan as directed by City during the term of the Agreement and any renewals thereof, if City finds the plan inadequate to meet the scope of services described herein.

The 65,000 seat multi-purpose Facility is one of the most versatile facilities in the world with diverse programming that includes conventions, trade and consumer shows, family and entertainment shows, community and civic events, concerts, and sporting events.

The Facility, in its 21st year of operation, has established a reputation for hosting events of all types and sizes. In the arena configuration (seating for 10,000-30,000), the Facility can host events such as concerts, boxing, cheer competitions, motor sports, ice shows, circuses, conventions, community and civic events, and basketball games. Examples of arena events include Women of Faith, Cheer Power, Arena Cross, Disney on Ice, and NCAA basketball. In the full-stadium configuration (seating for 40,000+), the Facility can host events such as concerts, conventions, motor sports, soccer games, football games, and trade and consumer shows. Examples of full-stadium events include the Alamo Bowl, Army All-American Bowl, Monster Jam, and Builders Showcase.

4.2 SCOPE OF SERVICES

Contractor shall hire, train, and retain a full-time Site Manager and a core group of professional staff who are knowledgeable and skilled in the Service requirements of the Facility. Custodial staff shall ensure that the Facility is kept clean, ensure public restrooms are continuously stocked, and trash and recycling containers are emptied and trash/recycling materials are disposed of in the appropriate Facility compactors. Supplemental Conversion/Labor staff will be used to augment City staff in the transition from one event to another in the setup of chairs, tables, stages, scaffolding, and cleaning associated with setups, and for special projects that may include, but not limited to, the installation/removal of the basketball court or goals, ice rink, or low-rise seating units. Estimated annual staffing hours are as follows:

Site Manager	3,000 hours – paid at a monthly rate
(This is an estimate. Site Manager will be required to be on site for the actual number of hours it takes to perform Site Manager duties, for the fixed monthly rate shown on the Price Schedule.)	
Custodial/Conversion Supervisors	6,700 hours – paid at an hourly rate
Custodial Technician (Daily)	15,000 hours – paid at an hourly rate
Custodial Technician(Event/Other)	45,000 hours – paid at an hourly rate
Conversion Technician	10,000 hours – paid at an hourly rate

4.2.1 The Contractor, in accordance with the terms, provisions and requirements of this Agreement; shall manage,

perform and provide all activities and Services set out in this RFCSP. Modifications or alterations to this Scope of Services may be made only pursuant to a written change order issued by City in accordance with the General Terms and Conditions section of this RFCSP.

- 4.2.2 It is understood and agreed by the parties hereto that changes in local, state, and federal rules, regulations, or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation, or law.

4.3 GENERAL REQUIREMENTS

- 4.3.1 Contractor shall provide and designate a full-time Site Manager located at the Facility. Site Manager shall have the authority and knowledge to make all decisions and solve problems that may arise regarding the Facility. Site Manager shall also serve as the point of contact for scheduling questions or problems. Site Manager must be a full-time employee of Contractor and shall report to the Facility Representative for instructions prior to providing Services. Site Manager shall also be: (i) directly responsible for the direct management of Contractor's obligations hereunder, (ii) accessible to City via phone or in-person 24 hours per day, 7 days a week, including holidays; and (iii) authorized to act on behalf of, and contractually bind, Contractor. If City requests a change of Site Manager, Contractor shall have ten (10) days to provide an appropriate replacement. Site Manager or his designated representative shall be available in the Facility whenever Contractor is providing Services and shall be authorized by Contractor to be served with complaints and notices by City.
- 4.3.2 City shall designate a Facility Representative to serve as a liaison between the City and Contractor. In the event that the Facility Representative is unavailable, the identity of an alternate liaison for any Service Request or event shall be disclosed to Contractor prior to the start of such Service Request or event. The Facility Representative or alternate liaison shall be responsible, to the extent possible, in assisting the Contractor with any problems which may arise with the Facility that may impair or impede Contractor's ability to perform its Services.
- 4.3.3 Contractor shall perform all Services in a superior workman like manner, satisfactory to the City. No charges shall be incurred by the City for Services re-performed due to poor performance.
- 4.3.4 All Services provided under the Scope of this Agreement must be in accordance with the specifications and requirements listed herein and Contractor agrees that the City reserves the right to cancel this Agreement due to non-conformance, non-performance, or unsatisfactory performance.
- 4.3.5 City will provide a City radio for the Site Manager. Contractor shall be responsible for supplying Site Manager and all of its supervisors with handheld two-way radios (or a communications device determined by the City) for communication with their staff in a number sufficient for daily cleaning and event needs. Contractor shall procure a system that functions in the Facility and if requested by Facility Representative, provide to Facility staff separate radios to communicate with Contractor staff. The number of radios provided to Facility staff shall be determined by City. Contractor is responsible for the provision and maintenance of all radios. If Contractor damages or loses any City-owned radios, it will reimburse City for the entire replacement cost. Contractor's staff shall not utilize the same radio frequency as Facility when communicating amongst themselves.
- 4.3.6 The facility is currently pursuing an event management system that will coordinate event activities such as; required maintenance, security, first aid, and cleaning. The Contractor will be required to utilize this system, once it is in place. Contractor will be responsible for purchasing any necessary electronic equipment at its own cost. An example of the type of equipment necessary would be: 1 tablet device for the Site Manager and 1 handheld device for each Supervisor working an event.
- 4.3.7 Contractor staff shall practice energy and environmental conservation to the greatest extent feasible for the performance of the Services herein. This includes, but is not limited to, turning off lights in unused areas except those which are centrally controlled and complying with recycling programs.

4.4 DOCUMENTATION AND INVOICING

- 4.4.1 IN NO EVENT SHALL THIS AGREEMENT EVER BE CONSTRUED TO HAVE CREATED ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION FROM CITY TO CONTRACTOR AS TO THE ACTUAL RECEIPTS OR PROFITS WHICH CONTRACTOR MAY DERIVE OR EXPECT TO DERIVE WITH RESPECT TO THE OPERATION OF THE AGREEMENT AND CONTRACTOR ACKNOWLEDGES THAT NO SUCH WARRANTY OR REPRESENTATION HAS IN FACT BEEN MADE BY CITY OR ANY OTHER PERSON, PARTY, FIRM OR CORPORATION.**

- 4.4.2 Contractor invoicing shall be based only on the rates, as submitted by Contractor in Attachment B Price Schedule, for actual Services performed based on the needs of the Facility, subject and limited to the approval of Facility Representative.
- 4.4.3 Prior to performance of each Service, Site Manager and Facility Representative shall establish a Service Request, the form of which is included as Attachment I, which indicates the number and type of staff, hours, rates (as reflected in the Price Schedule), and estimated costs. City reserves the right to increase, decrease, cancel or alter Service Requests up to twenty-four (24) hours prior to the start of the Service. Reasonable efforts shall be made by City to notify the Contractor of the cancellation of Service Requests and events, but City assumes no liability for the failure to deliver notice of cancellation. Contractor shall only be paid for approved and authorized Service Requests actually performed. Each Service Request shall have a separate accounting summary from the Contractor which should include Service Requests, time cards and/or time sheets.
- 4.4.4 Site Manager shall keep detailed records and verification at Facility of all staffing and hours worked.
- 4.4.5 Contractor shall not perform any Services unless a Service Request has been prepared and approved in advance by the Facility Representative.
- 4.4.6 Unless specific arrangements are made between City and Contractor, all Services provided under this Agreement shall be at the request of the City and shall be invoiced to and payable only by the City. Contractor shall not use the Facility (i) to conduct business not related to Services in the Facility, or (ii) to provide Services directly to teams, groups, associations or performers appearing or meeting in the Facility without the prior written consent of City.
- 4.4.7 All invoices shall include all documentation necessary to substantiate amount invoiced, including but not limited to, copies of approved Service Requests, time sheets/time cards, and any other documentation required by City.
- 4.4.8 Contractor invoicing for all Services provided herein shall be billed to City on a monthly basis. Contractor shall submit detailed invoices in the format prescribed by City, by the tenth (10th) day of the month following the previous month's activity. Contractor acknowledges that upon such receipt of payment from City, such payment shall be considered full and final for Services rendered.
- 4.4.9 Contractor may be requested by the City to perform additional custodial and supplemental conversion/labor Services occasionally. Labor and specifications shall be established between the Contractor and City and evidenced by a Service Request completed prior to the start of any Service.
- 4.4.10 All Services shall be performed to City's satisfaction and the City shall not be liable for any payment under this Agreement for Services which are uncompleted, unsatisfactory, and/or which have not been approved by City in advance.

4.5 PERFORMANCE STANDARDS AND INSPECTIONS

- 4.5.1 Contractor understands and agrees that failure to comply with any time, performance requirements, or Minimum Service Specifications in accordance with this Agreement, and more particularly in conformance with Contractor's Operational, Management and Quality Assurance Plan, submitted with its bid and incorporated herein as Attachment A, Part Three, will result in damage to City, and that it is and will be impracticable to determine the actual amount of such damage, whether in the event of delay or nonperformance. Time, completion and quality are of the essence in the performance of Contractor's duties hereunder.
- 4.5.2 The City and approved Contractor shall establish a benchmark from which to gauge the performance measurement aspect of the Agreement, which may include initial intensive cleaning. Any pre-existing conditions (i.e. damaged carpet) will be noted for which Contractor will not be responsible. Contractor shall submit a written list of pre-existing conditions to Facility Representative within 30 days from contract commencement.
- 4.5.3 Facility Representative or other designated City staff shall perform random performance inspections a minimum of four (4) times per month. Performance shall be measured against the specifications herein and Contractor's plan. Performance inspections shall be conducted on the following performance scale:
- 4.00** – indicates the area(s) and/or Service(s) completed fully comply with the applicable standard(s) and/or plan(s), and no additional Service(s) is required by Contractor.

3.50 – indicates the area(s) and/or Service(s) completed have one (1) to four (4) deficiencies which fail to meet the applicable standard(s) and/or plan(s), and area(s) and/or Service(s) require additional Service(s) by Contractor to meet the applicable standard(s) and/or plan(s).

3.00 – indicates the area(s) and/or Service(s) completed have five (5) to eight (8) deficiencies which fail to meet the applicable standard(s) and/or plan(s), and area(s) and/or Service(s) require additional Service(s) by Contractor to meet the applicable standard(s) and/or plan(s).

2.00 – indicates the area(s) and/or Service(s) completed have nine (9) or more deficiencies which fail to meet the applicable standard(s) and/or plan(s), and area(s) and/or Service(s) require additional Service(s) by Contractor to meet the applicable standard(s) and/or plan(s).

1.00 – indicates the area(s) and/or Services(s) completed were not provided within the required timeframe or with the required frequency and the condition is such that it fails to meet the applicable standard(s) and/or plan(s), and area(s) and/or Service(s) require Contractor's immediate attention and additional Service(s) to meet the applicable standard(s) and/or plan(s).

0.00 – indicates the area(s) and/or Service(s) completed have nine (9) or more deficiencies, and the condition is such that it fails to meet the applicable standard(s) and/or plan(s), and Contractor has previously been notified that area(s) and/or Service(s) require Contractor's immediate attention and additional Service(s) to meet the applicable standard(s) and/or plan(s).

- 4.5.4 City shall document complaints and inspections and Facility Representative shall provide Contractor with written notice of deficiencies in the form of a Performance Inspection Report, the form of which is attached as Attachment J. These reports shall be provided to Site Manager within twenty-four (24) hours of completion of the inspection., and shall state the time within which correctable deficiencies shall be corrected, which shall be appropriate to the nature of the breach as determined by the Facility Representative.

The following scores shall be deemed a material breach of contract and shall give rise to City's right to terminate the contract.

An average score from 3 to 3.5 over a consecutive 3 month period.
An average score below 3 for a one month period.

4.6 STAFF

- 4.6.1 Contractor shall ensure that it has enough staff to perform the Services at all times. This shall include, but is not limited to, conducting roll-calls sufficiently in advance of the start of each Service Request or event in order to procure additional staffing, if necessary, by the start of each Service Request or event. The staff to supervisor ratio for custodial Services shall not exceed ten (10) staff to one (1) supervisor at any time, and there shall not be less than one (1) supervisor per Service area.
- 4.6.2 At a minimum, Contractor staff is required to wear uniforms, name tags, and at City's discretion official City identification/credentials at all times. Uniform style and color shall be approved in advance by City. Contractor is responsible for the provision and maintenance of uniforms and name tags. Contractor shall ensure that its staff is properly clad and identified at all times and shall not permit any staff to perform Services in the Facility at any time unless properly clad and identified. City may supply to Contractor a limited number of credentials, in a form and design approved by City. At least two (2) days before any event at which Contractor provides Services, Contractor shall submit to City a list of Contractor's staff scheduled to perform Services for such event. Contractor shall not include on the list any person the City has required Contractor to expel or exclude from the Facility. Contractor is responsible for ensuring its entire temporary staff is issued credentials (approved by the City) and Contractor shall ensure all staff, both permanent and temporary, wear credentials at all times while in the facility. All credentials shall be deemed to be the property of the City and shall be returned to City immediately after an event, if so requested.
- 4.6.3 Contractor shall ensure its staff maintains a neat and clean appearance at all times (in accordance with Alamodome's/City's policy). Contractor shall establish and enforce an appearance and grooming policy as well as a code of conduct for its staff. Contractor's staff should present an appearance and conduct themselves in a manner which represents the City's requirement, and Contractor's efforts, to provide Services in a professional and quality manner. Contractor shall consult with City in the formulation of any such policies.

- 4.6.4 All Contractor staff, including Site Manager, both permanent and temporary, shall sign in and sign out at designated security checkpoints when entering and departing the Facility, unless properly credentialed.
- 4.6.5 If City determines that any employee of Contractor has violated any provisions herein on repeated instances or in any material respect, City may request Contractor to exclude the employee or employees from the Facility. Upon such request by City, Contractor shall immediately remove the employee from continuing in its employ in the Facility. Additionally, City reserves the right to dismiss any employee from the Facility for violations of this Agreement or City regulations, policies or procedures. City shall bear no responsibility or liability to Contractor for the dismissal of Contractor staff.
- 4.6.6 Contractor staff shall report to Contractor supervisors who in turn shall report to Site Manager. Site Manager must be empowered by Contractor with all necessary supervision responsibilities necessary for the performance of the Services, including but not limited to, hiring, termination and disciplinary responsibilities.
- 4.6.7 Contractor shall employ, train, (in accordance with Alamodome/City's customer service policy), and supervise staff with appropriate qualifications and experience in sufficient numbers to provide all Services required under this Agreement. All persons engaged by Contractor in connection with the performance of the Agreement and the provision of Services here under, shall be employees of Contractor and shall be paid by Contractor with the exception of Temporary Labor. Contractor shall pay all applicable social security, unemployment, workers' compensation and other employment taxes for its permanent employees.
- 4.6.8 City shall admit free of cost to the Facility, only such officers and Contractor staff as may be necessary to perform Services under this Agreement. Contractor must prohibit family members, friends and any other persons from entry into the Facility at any time.
- 4.6.9 The use of phones and mobile phones by Contractor's staff, whether personal or provided by Contractor, staff shall be limited to those calls or text messaging/email necessary to perform Services and/or emergency situations.
- 4.6.10 Contractor shall be required to conduct and document criminal background checks and drug testing of all permanent and full time staff upon hire and randomly throughout employment to ensure that Contractor's Personnel do not pose a security or health risk. Criminal background checks must include at a minimum misdemeanor and felony conviction information from the Texas Crime Information Center (TCIC) and National Crime Information Center (NCIC). At a minimum Contractor shall not hire, nor allow to enter the Facility, any persons convicted of any misdemeanor or felony penal provisions regarding indecent exposure, public sexual contact or other sexual offenses, assault and other crimes involving physical harm, and theft of personal property or other crime of moral turpitude. Contractor shall not hire, retain, nor allow to enter the Facility, any persons who fail to pass drug tests for illegal drugs. Further, Contractor shall establish and maintain a drug-free workplace policy. A copy of Contractor's "workplace policy" shall be submitted by Contractor within thirty (30) days of the effective date of the Agreement, which shall require all contractor's personnel under this Agreement to comply with all instructions, regulations and codes of conduct as specified by the workplace policy and any additional policies promulgated from time to time by the Director of Convention and Sports Facilities (Director), which will be provided on an ongoing basis. All temporary agencies who provide personnel to Contractor (personnel not employed, but used by Contractor) shall be provided with a copy of the Contractor's workplace policy, and any similar policies issued by Director. Contractor shall make every reasonable effort to not allow any employees or temporary employees who are under the influence of lawfully prescribed medicines, and which may affect the performance or safety of that person or others, to enter the Facility. Further, Contractor must only employ staff, both permanent and temporary, who are legally authorized to work in the United States (i.e. no undocumented workers) and are of at least minimum age requirements. Contractor must also only use temporary or staffing agencies which also practice and document these requirements. Contractor shall have documentation available at all times of employment authorization for all Contractor's Personnel under this Agreement. Contractor shall retain all documentation required in this section in accordance with the Records Retention provisions in the General Terms and Conditions section of this RFCSP.
- 4.6.11 Contractor must demonstrate the ability to meet time and staffing requirements in the Agreement and be able to provide a minimum of one-hundred (100) staff at any given time upon twenty-four (24) hour notice.
- 4.6.12 Supplemental conversion/labor staff will receive assignments and take direction from Facility staff. The Contractor's Site Manager shall still be ultimately responsible for the provision of staff and all other supervisory responsibilities.
- 4.6.13 Facility staff usually operates all equipment in which special skill or training is required. For supplemental conversion/labor Services, Contractor will occasionally be required to provide staff that are mechanically-inclined,

highly-skilled, trained, experienced, qualified, and/or certified, if necessary, to operate any Service Equipment to effectively and efficiently perform conversion Services. Contractor's staff shall be required to use and operate various power tools and may occasionally be required to operate heavy equipment (i.e. forklifts) to perform conversion Services. Contractor shall be capable of providing supplemental conversion/labor staff that are trained and qualified to perform more highly skilled tasks, such as operating heavy equipment.

- 4.6.14 The Facility hosts events which are varied and often occur with limited turnaround time, which requires Contractor to provide Services in a limited timeframe often under stressful conditions. Contractor will often be required to provide Services and personnel on a continuous basis in order to complete the requirements for an event. Contractor shall ensure that it employs only staff who are keenly aware of and will perform all Services as expeditiously and efficiently as possible in a professional, quality and safe manner. In addition, Contractor shall ensure its staff can establish and maintain effective working relationships with all other Contractor and City staff and can manage the stresses associated with providing these Services in this type of environment.
- 4.6.15 If contraband is discovered, or found pursuant to a lawful search, said contraband shall be confiscated by City and said individual in possession thereof shall be removed from the Facility and replaced with other Contractor staff at no additional expense to City. Contraband consists of any substance that is prohibited in or near the Facility by City policy, or by law, including, but not limited to illegal drugs, alcohol, and the unlawful carrying or possession of weapons.

4.7 SERVICE AREAS, ASSIGNED AREAS, AND SERVICE EQUIPMENT

- 4.7.1 Contractor shall be assigned the following areas (hereafter "Assigned Areas") within the Facility: all custodial/mop closets, custodial storage areas, and approximately 320 sq. ft. of office space for the Custodial Site Manager. Contractor's Assigned Areas are included and incorporated herein as Attachment L.
- 4.7.2 Contractor is responsible for maintaining their Assigned Areas in a continuous state of cleanliness and order that exemplifies Contractor's overall commitment to and delivery of quality Services to the more public areas of the Facility.
- 4.7.3 Prior to the departure of Contractor staff from the Facility, a Facility Representative and the Site Manager/supervisor in charge shall inspect all Service areas and Assigned Areas to ensure all Service requirements have been completed satisfactorily, as determined solely by City. Contractor is responsible for ensuring that all Service requirements have been completed satisfactorily. City shall not be responsible for any additional costs Contractor incurs to complete the Service requirements completely and satisfactorily.
- 4.7.4 All Services areas within the Facility which are otherwise leased, assigned or occupied by any other party other than City, other than areas provided to City's event clients, are not included in this Agreement, unless specified.
- 4.7.5 Contractor is in non-exclusive possession of the Service areas and Assigned Areas. Upon termination of this Agreement, without regard to how such termination may be brought about (including default by any party), Contractor shall surrender and deliver peacefully all Service areas, Assigned Areas, and any City-provided supplies or equipment utilized to provide Services to City in the same condition as same were delivered to Contractor, reasonable wear and tear, alterations and improvements approved by City, and damages from fire and other casualty excepted. All improvements and alterations to Contractor's Service areas and Assigned Areas made by Contractor, and all permanently-affixed Service Equipment installed by City or Contractor, shall be the property of City.
- 4.7.6 Contractor shall designate specific experienced staff, and identify same to City, to perform custodial Services in Service areas that are not open to the public during an event and shall only enter these Service areas during an event upon authorization by Facility Representative. These Service areas include, but are not limited to, press boxes, meeting rooms, locker rooms, officials' lockers rooms, band room, green room, and associated restrooms and other rooms.
- 4.7.7 All keys issued to Contractor shall be maintained according to policies approved by City. Liability for lost keys and re-keying costs reasonably necessary for the security of the premises and other related expenses shall be the responsibility of Contractor in the event that Contractor's staff is responsible for such lost or damaged keys.
- 4.7.8 At the end of each day of Contractor's operations under this Agreement and after each Service Request or event in the Facility, Contractor shall clean and organize its Assigned Areas and all Service Equipment, and remove and properly store all Service Equipment to the satisfaction of City.

- 4.7.9 Contractor shall be responsible for providing and maintaining for its staff essential Contractor-owned Service Equipment, and other Service Equipment as may be required or necessary, to ensure the productivity of its staff and the effectiveness of the overall custodial and supplemental conversion/labor, programs. City shall provide most, if not all, conversion tools and small equipment, all heavy equipment (i.e. forklifts) used in conversion Services, and may provide some limited custodial equipment, including but not necessarily limited to: push brooms, stadium brooms, lobby brooms, dust mops, dust pans, custodial carts, mop buckets and ringers, mops, spray bottles, toilet bowl brushes, trash receptacles, "wet floor" signs, and window squeegees. In the event that Contractor requires additional equipment or supplies of this type and City agrees, City shall provide the additional equipment or supplies.
- 4.7.10 The City will generally not provide any manner of motorized and/or mechanized equipment for which Contractor is responsible and should include as required in Attachment A, Part Three - Proposed Plan. Contractor is responsible for providing and maintaining all Service Equipment necessary for the provision of Services under this Agreement. Examples of Contractor Service Equipment currently used for custodial Services in the Facility include, but are not limited to, the following: ride-on floor scrubbers; kai-vac machines; commercial vacuum machines; carpet care/cleaning machines; and concrete-cleaning apparatus. Contractor must provide a detailed listing of the Service Equipment that it shall provide and maintain in the Facility for the performance of the Services herein. Following are general requirements and restrictions:
- 4.7.10.1 Inside the Facility, gasoline-powered equipment cannot utilize any larger than a two-cycle engine. For large scrubbers, propane is the only acceptable fuel allowed inside the facility.
- 4.7.10.2 Power washing is prohibited inside the Facility. Open concrete floor areas are generally cleaned with riding scrubbers.
- 4.7.10.3 Seating areas are to be cleaned using extractors; mopping is not allowed.
- 4.7.10.4 Blowers are generally not allowed to be used in the Facility but prior approval may be given by City for limited use.
- 4.7.10.5 Standard industry cleaning practices, equipment, chemicals and sealers should be used to clean and seal all concrete floors, including the use of walk-behind scrubbers and mops.
- 4.7.11 City, its designated officers, employees and agents shall at all times have the right to enter into the Service areas and Assigned Areas of the Facility and to inspect same and the conduct of business by Contractor in the Facility. City shall not exercise such rights in a manner which would unreasonably interfere with the operation by Contractor of its business in the Facility. If Contractor fails to maintain the Service areas or Assigned Areas, as provided in this Agreement, and such failure continues beyond any applicable cure period expressly provided herein, City shall have the right to remedy such failure and any such maintenance, or custodial under such circumstances shall be performed by others at Contractor's cost and expense. Contractor shall promptly reimburse City fully for any such expense upon demand.
- 4.7.12 City reserves the unrestricted right, at its expense, to relocate any of the Service areas and Assigned Areas if such relocation is, in the complete exercise of City's discretion, desirable for the convenient operation of the Facility or any part thereof so long as such relocation provides Contractor with reasonably comparable areas and access within the Facility.
- 4.7.13 In performing Services within designated office areas of the Facility Contractor shall prohibit its staff from: touching, disturbing, and reading papers on desks; opening desks, drawers or cabinets; utilizing break rooms or restrooms; touching or disturbing any personal effects, and; and using any office equipment, appliances or any other type of equipment not specifically utilized in the performance of Services herein.
- 4.7.14 Contractor's Service Equipment, where standards have been established, shall be built to recognized standards as per the following:
- 4.7.14.1 Underwriters Laboratories
- 4.7.14.2 National Electric Code
- 4.7.14.3 Uniform Building Code
- 4.7.14.4 National Fire Protection Agency
- 4.7.14.5 Occupational Safety and Health Administration
- 4.7.15 City shall furnish required utilities to the Contractor at existing outlets. Any modification to existing outlets for the Contractor's convenience shall be solely at the Contractor's expense. Prior written approval for any alteration shall be obtained from the City, who will arrange for the work to be performed and all associated costs will be borne by Contractor.

4.7.16 Contractor shall be provided one telephone line and one data line in its assigned office area at City cost to conduct local business via phone and computer related to the Agreement. City computer and telephone policy limits the use of City phone and data lines to City business. Contractor shall ensure that its employees observe this policy. Any and all costs associated with unauthorized telephone usage, which can be directly attributed to an employee of the Contractor, shall be deducted from the Contractor's payments. Contractor shall be billed by City on a monthly basis for long distance and/or any other charges incurred which are non-standard for typical local service. Contractor has ten (10) business days from the receipt of said billing to remit payment to City.

4.8 CUSTODIAL TASK DESCRIPTIONS AND FREQUENCIES

4.8.1 TRASH & RECYCLABLES PICKUP AND REMOVAL:

Contractor shall keep trash, debris, leaves, cigarette butts, etc. picked up on a continuous basis; all accumulated trash shall be bagged and properly disposed of at the designated City provided disposal area. Contractor shall also gather all trash from all containers inside and outside of the buildings. All waste receptacles shall be washed or wiped clean with a damp cloth, replacing trash bags with black plastic liners or biodegradable liners. Promptly return waste receptacles to original locations. Receptacles designated for recycled material shall be emptied twice a week into designated City provided containers for pickup by the City's commercial garbage contractor, or more frequently if full. **FREQUENCY: Daily**

4.8.2 **SWEEPING AND DUST MOPPING:** Floors shall be thoroughly swept or dust mopped daily or as scheduled. Sweeping compounds shall not be used on finished floors, however, a wax-based sweeping compound may be used on garage or unfinished concrete floors. After the floors have been swept or dust mopped, the entire floor surface shall present a clean appearance with no loose dirt or debris in evidence including in corners, expansion joints, and other places accessible to the broom, hand broom or dust mop. Chairs, trash receptacles, and other easily moveable items shall be moved to sweep underneath. **FREQUENCY: Daily or as scheduled**

4.8.3 **REMOVING OF GUM, TAR AND OTHER FOREIGN MATTER:** Surface accumulations including, but not limited to, chewing gum, tar, hardened dirt, and wax buildup, which cannot be removed by means of a mop, broom, or dust mop, shall be scraped and then removed. Care shall be taken to avoid damage to floor tiles or finish. All gum, tar and other soils shall be removed as soon as discovered. **FREQUENCY: Daily or as requested**

4.8.4 **SPOT MOPPING:** Contractor shall spot mop daily and as needed. Spills, spots and stains shall be damp mopped to ensure the floor maintains a uniformly clean appearance. Spilled materials such as alcohol or other chemicals may result in stains which penetrate floor finishes. Should this happen, Contractor shall apply a light coat of floor finish to repair the damage and present a uniform appearance. **FREQUENCY: Daily and during events**

4.8.5 **MOPPING:** Seating areas are not mopped. Contractor shall use a mechanized water reclamation cleaning system for seating areas. Floors shall be damp or wet mopped as needed in order to maintain a uniformly clean appearance. Mopped floors shall be free from streaks, spots, stains, smears, mop strands and other unsightly appearances. There shall be no splash marks or mop streaks on furniture, walls, baseboards, trash receptacles, or mop strands after floors are mopped. Easily movable items, including floor mats, must be moved to maintain the floor underneath. All moved items shall be returned to their original location when all operations are completed. **FREQUENCY: Daily or as needed**

4.8.6 **LOW DUSTING:** For low dusting, Contractor shall remove dust, dirt, spider webs, lint or dry soil from horizontal surfaces of chairs, file cabinets, blinds, desks, tables, table or chair legs, bookcases, air conditioning vents, fireplace, window sills, interior/exterior walls, doors and trim. In addition, glass partitions must be wiped clean. **FREQUENCY: Weekly or As requested**

4.8.7 **HIGH DUSTING:** For high dusting, Contractor shall remove dust, lint, spider webs and dry soil from surfaces higher than 6 feet above the top of the floor. High dusting includes, but is not limited to, ventilation grilles, ceiling light fixtures, ceiling fans and "EXIT"/"ENTRANCE" signs. **FREQUENCY: As requested**

4.8.8 **CLEAN AND DISINFECT RESTROOMS (includes showers where applicable)**

Restrooms must be restocked after full cleaning.

- (a) Remove Trash
- (b) Sweep Floor
- (c) Mop Floor
- (d) Low Dusting
- (e) Spot Clean

- (f) Glass Cleaning
 - (g) Clean & Disinfect Toilet Bowls
 - (h) Clean Lavatories
 - (i) Clean & Disinfect Urinals
 - (j) Refill Dispensers
 - (k) Clean Partitions
 - (l) Clean Stalls
 - (m) Clean Walls - ceramic and partition walls must be washed off, scrubbed, and dried. Sheetrock walls must be thoroughly cleaned.
 - (n) Clean All Other Fixtures Not Covered Above. All fixtures with the exception of hand dryer must be washed down, scrubbed, and dried.
 - (o) Wet floor signs should be prominently displayed to prevent injury to staff and the public.
 - (p) Clean and Disinfect Diaper Changing Stations
 - (q) Remove graffiti
 - (r) Clean mirrors
- FREQUENCY: Before, during and after events and monitored weekly.**

4.8.9 BUFFER SCRUB RESTROOM FLOORS

Ceramic floors must be buffer scrubbed, cleaned, and dried. **FREQUENCY: As requested**

4.8.10 INSPECT AND RESUPPLY RESTROOMS

Restrooms must be inspected at least three times daily (morning, afternoon and evening), and shall be stocked with a minimum of a two-day supply of toilet paper, towels, soap, or other supplies. **FREQUENCY: Before, during and after events and monitored weekly.**

4.8.11 STAIRWAYS (LANDING AND TREAD SURFACES), AS APPLICABLE:

Landing and tread surfaces shall be kept free of dirt, dust, and other foreign substances and shall present an overall appearance of cleanliness. Railings, ledges, grills, fire apparatus, and doors shall be kept free of dust and foreign substances. Glass surfaces shall be cleaned and free of obvious dust, smudges, or spots. Metal surfaces shall be kept free of smears, smudges, or stains and shall be clean, bright, and polished to a uniform luster. Wood surfaces shall be kept free of smears, smudges, or stains. **FREQUENCY: Weekly**

4.8.12 DRINKING FOUNTAINS:

Drinking fountains are to be thoroughly cleaned as often as required, and no less frequently than daily. Stainless steel surfaces shall be highly reflective and free of stains, rust, and miscellaneous streaks. **FREQUENCY: Daily or as requested**

4.8.13 ELEVATOR CLEANING (where applicable):

Contractor shall vacuum and/or dust and damp mop the floors of the elevators. Track channels for doors will be vacuumed. Exterior and interior sides of doors and trims shall be dusted and polished. Cabs shall be damp wiped and washed as needed. Control and dispatch panels shall be dusted and polished to remove smudges, fingerprints or other foreign matter. Elevator thresholds shall be cleaned and polished. **FREQUENCY: As needed**

4.8.14 FLOOR MAINTENANCE:

All hard surfaced floors shall receive floor maintenance. Floor maintenance processes will be determined by the type of floor (concrete, tile, linoleum, wood, laminate, etc.) and the process to be used will be approved in advance by the Facility Representative. After completing maintenance on the floors, the entire floor shall have a uniform glossy appearance, and be free of litter, dust, foreign debris, scuff marks, heel marks, and other stains and discolorations. Care should be taken when applying floor solutions. Any solutions splattered on baseboards, furniture, trash receptacles, etc. shall be removed. Easily moveable items, including bleachers, must be moved to maintain the floor underneath. All moved items shall be returned to their original location when all operations are completed. Floor finish is only to be applied to floor surfaces which have been thoroughly cleaned. **FREQUENCY: As needed and scheduled**

4.8.15 VACUUM CARPET (TO INCLUDE CARPETED FLOOR MATS) (WHERE APPLICABLE):

After being vacuumed, the carpeted floor shall be free of all dirt, dust, paper clips, staples and small pieces of paper and other visible trash. Any spots shall be removed as soon as noticed. **FREQUENCY: Daily**

4.8.16 SHAMPOO CARPET (WHERE APPLICABLE):

All carpet shall be shampooed using extractor method at the frequency indicated. After shampooing, all areas shall be free of litter, dust, debris, stains and discolorations. All shampoo solutions shall be removed from

baseboards, furniture, trash receptacles, etc. Chairs, trash receptacles and easily moveable items shall be moved to maintain the floors underneath. All moved items shall be returned to their proper position when all operations have been completed. After carpet has been shampooed and dried to avoid mildew and odor. **FREQUENCY: As needed**

4.8.17 LOW WINDOW WASHING Windows up to 8' high shall be cleaned inside and out. **FREQUENCY: As needed**

4.8.18 EVENT TRASH RECEPTACLES – Extra trash containers must be pulled, wiped cleaned, properly lined and set out prior to event. The quantity to be set out will be determined by the Facility Representative. **FREQUENCY: Upon request**

4.9 CUSTODIAL TASKS

4.9.1 WEEKLY CUSTODIAL - Weekly custodial tasks shall occur during City's normal business hours, Monday through Friday from 7:45 am to 4:30 pm, unless Facility Representative approves alternate hours due to events in the Facility. Areas should be checked daily to ensure Facility standards are maintained.

4.9.1.1 Clean south dock area and dock entrances including: removing trash and debris; emptying trash/recycle receptacles and replacing liners; sweeping, and mopping as necessary, and; cleaning all doors, windows and sills.

4.9.1.2 Clean north, south, east and west plaza level entrances including: removing trash and debris; emptying trash/recycle receptacles and replacing liners; dusting, sweeping, and mopping as necessary, and; cleaning all windows, doors and sills.

4.9.1.3 Clean City office areas, security offices and associated restrooms, break rooms, common areas, windows, and conference rooms including: removing trash and debris; emptying trash/recycle receptacles and replacing liners; dusting, sweeping, and mopping as necessary; cleaning all windows, doors and sills; vacuuming; cleaning all hard surfaces (excluding desks); cleaning carpets and chairs; restocking restrooms, and; cleaning and disinfecting commodes, urinals, showers, partitions, sinks, doors, pipes, mirrors, dispensers, and other fixtures, including feminine product disposal containers.

4.9.1.4 As specifically requested by City, clean various other Facility support areas including, but not limited to, City trades shops, mechanical and electrical rooms, storage rooms, fire pump rooms, water heater rooms, telecommunications rooms, areas of refuge, exterior generator and boiler buildings, and exterior warehouse/storage facilities, including: removing trash and debris, and; sweeping, and mopping as necessary.

4.9.1.5 Clean field, plaza, mezzanine, club and upper concourse areas, including "eyebrow" areas, meeting rooms, box offices, first-aid rooms, suites and press boxes, including: removing trash and debris; emptying trash/recycle receptacles and replacing liners; dusting, sweeping, and mopping as necessary, and; vacuuming carpet.

4.9.1.6 Clean seating areas, entrance vomitories, stairwells, floors, aisles and walkways on all levels including: removing trash and debris; emptying trash/recycle receptacles and replacing liners; dusting, sweeping, and mopping as necessary, and; cleaning railings and seats.

4.9.1.7 Clean and restock public restrooms including; removing trash and debris; emptying trash/recycle receptacles and replacing liners; dusting, sweeping, and mopping as necessary, and; cleaning and disinfecting commodes, urinals, partitions, sinks, doors, pipes, mirrors, dispensers, and other fixtures, including feminine product disposal containers.

4.9.1.8 Clean exterior concourses and grounds immediately surrounding Facility and parking lot A including: removing trash and debris; emptying trash/recycle receptacles and replacing liners, and; removing trash and debris.

4.9.1.9 Clean and polish all stainless steel fixtures including payphones, water fountains, elevators/escalators, and bathroom fixtures.

4.9.1.10 Remove all tape and other adhesives, temporary signage and gum from floors, walls and ceilings.

4.9.1.11 Remove all trash from trash receptacles and dispose of in Facility waste compactors. Remove all material from Facility recycle receptacles and dispose of in Facility recycle compactors. All compactors are located on the South loading dock.

4.9.2 PRE-EVENT CUSTODIAL

4.9.2.1 Verify south dock area and dock entrances are clean including: trash and debris removed; trash/recycle receptacles emptied and liners replaced; floors swept, and mopped as necessary, and; all doors, windows and sills cleaned.

4.9.2.2 Verify north, south, east and west plaza level entrances are clean including: trash and debris removed; trash/recycle receptacles emptied and liners replaced; floors swept, and mopped as necessary, and; all doors, windows and sills cleaned.

4.9.2.3 Verify field, plaza, mezzanine, club and upper concourse areas, including "eyebrow" areas, meeting rooms, box offices, first-aid rooms, suites and press boxes, are clean including: trash and debris removed; trash/recycle receptacles emptied and liners replaced; floors swept, and mopped as necessary, and; carpet vacuumed.

4.9.2.4 Verify seating areas, entrance vomitories, stairwells, floors, aisles and walkways on all levels are clean including: trash and debris removed; trash/recycle receptacles emptied and liners replaced; floors swept, and mopped as necessary, and; railings and seats cleaned.

4.9.2.5 Verify all public restrooms are clean and restocked including: trash and debris removed; trash/recycle receptacles emptied and liners replaced; floors swept, and mopped as necessary, and; commodes, urinals, partitions, sinks, doors, pipes, mirrors, dispensers, and other fixtures are clean and disinfected, including feminine product disposal containers.

4.9.2.6 Verify exterior concourses and grounds immediately surrounding Facility and parking lot A are clean including: trash and debris removed; trash/recycle receptacles emptied and liners replaced; floors swept, and mopped as necessary, and; trash and debris removed.

4.9.2.7 Verify all stainless steel fixtures are cleaned and polished including payphones, water fountains, elevators/escalators, and bathroom fixtures.

4.9.2.8 Verify all tape and other adhesives, temporary signage and gum has been removed from floors, walls and ceilings.

4.9.2.9 Clean exterior north and south plaza areas and parking lots B and C including: removing trash and debris; emptying/recycle trash receptacles and replacing liners, and; removing trash and debris.

4.9.2.10 Clean field level locker rooms, band room, officials' rooms, interview rooms, and associated restrooms and other rooms including: removing trash and debris; emptying trash/recycle receptacles and replacing liners; sweeping, and mopping as necessary; vacuuming carpet, and; cleaning and disinfecting commodes, urinals, partitions, sinks, doors, pipes, mirrors, dispensers, and other fixtures, including feminine product disposal containers.

4.9.2.11 Remove all trash from trash receptacles and dispose of in Facility waste compactors. Remove all material from Facility recycle receptacles and dispose of in Facility recycle compactors. All compactors are located on the South loading dock.

4.9.3 EVENT CUSTODIAL

4.9.3.1 Continuously remove all trash/recycle and debris from, sweep, and mop if necessary, and vacuum carpet in: north, south, east and west plaza level entrances; south dock area and dock entrances; field, plaza, mezzanine, club and upper concourse areas, including "eyebrow" areas, meeting rooms, box offices, first-aid rooms, suites and press boxes; seating areas, entrance vomitories, stairwells, floors, aisles and walkways on all levels; public restrooms; exterior concourses and grounds immediately surrounding Facility and parking lot A; exterior north and south plaza areas and parking lots B and C, and; field level locker rooms, band room, officials locker rooms, and associated restrooms and other rooms.

- 4.9.3.2 Continuously clean and restock public restrooms including; removing trash and debris; emptying trash/recycle receptacles and replacing liners; sweeping, and mopping as necessary, and; cleaning and disinfecting commodes, urinals, partitions, sinks, doors, pipes, mirrors, dispensers, and other fixtures, including feminine product disposal containers.
- 4.9.3.3 Remove all trash from trash receptacles and dispose of in Facility waste compactors. Remove all material from Facility recycle receptacles and dispose of in Facility recycle compactors. All compactors are located on the South loading dock.

4.9.4 POST-EVENT CUSTODIAL

- 4.9.4.1 Clean south dock area and dock entrances including: removing trash and debris; emptying trash/recycle receptacles and replacing liners; sweeping, and mopping as necessary; cleaning all doors, windows and sills, and; power-washing entire dock area and dumpsters/trash compactors.
- 4.9.4.2 Clean north, south, east and west plaza level entrances including: removing trash and debris; emptying trash/recycle receptacles and replacing liners; sweeping, and mopping as necessary, and; cleaning all windows, doors and sills.
- 4.9.4.3 Clean field, plaza, mezzanine, club and upper concourse areas, including "eyebrow" areas, meeting rooms, box offices, first-aid rooms, suites and press boxes, including: removing trash and debris; emptying trash/recycle receptacles and replacing liners; sweeping, and mopping as necessary, and; vacuuming carpet.
- 4.9.4.4 Clean seating areas, entrance vomitories, stairwells, floors, aisles and walkways on all levels including: removing trash and debris; emptying trash/recycle receptacles and replacing liners; sweeping, and mopping as necessary, and; cleaning railings and seats.
- 4.9.4.5 Clean and restock public restrooms including; removing trash and debris; emptying trash/recycle receptacles and replacing liners; sweeping, and mopping as necessary, and; cleaning and disinfecting commodes, urinals, partitions, sinks, doors, pipes, mirrors, dispensers, and other fixtures, including feminine products disposal containers.
- 4.9.4.6 Clean exterior concourses and grounds immediately surrounding Facility and parking lot A including: removing trash and debris; emptying trash/recycle receptacles and replacing liners, and; removing trash and debris.
- 4.9.4.7 Clean and polish all stainless steel fixtures including payphones, water fountains, elevators/escalators, and bathroom fixtures.
- 4.9.4.8 Remove all tape and other adhesives, temporary signage and gum from floors, walls and ceilings.
- 4.9.4.9 Clean exterior north and south plaza areas and parking lots B and C including: removing trash and debris; emptying trash/recycle receptacles and replacing liners, and; removing trash and debris.
- 4.9.4.10 Clean field level locker rooms, band room, officials' rooms, interview rooms, and associated restrooms and other rooms including: removing trash and debris; emptying trash/recycle receptacles and replacing liners; sweeping, and mopping as necessary; vacuuming carpet, and; cleaning and disinfecting commodes, urinals, partitions, sinks, doors, pipes, mirrors, dispensers, and other fixtures, including feminine products disposal containers.
- 4.9.4.11 Clean all pipes, ducts, fixtures, signs, etc. throughout the Facility where dust and debris can accumulate.
- 4.9.4.12 Spot clean, shampoo or buff all carpet in Facility as required depending on soil and traffic levels. Carpet under all furniture, equipment and other items must be cleaned, where feasible.
- 4.9.4.13 Remove all trash from trash receptacles and dispose of in Facility waste compactors. Remove all material from Facility recycle receptacles and dispose of in Facility recycle compactors. All compactors are located on the South loading dock.

4.9.5 ANNUAL CUSTODIAL/MAJOR EVENT CUSTODIAL/SPECIAL PROJECTS

4.9.5.1 Contractor may be required from time to time to perform additional Services including special project custodial cleaning that is not covered by the daily, pre-event, and post-event cleaning requirements. Such additional Services shall be agreed to in advance by the Facility Representative and Site Manager, and shall be performed by Contractor at the rates stated herein.

4.9.6 SUPPLEMENTAL CONVERSION/LABOR – Contractor shall perform the following:

4.9.6.1 Setup and removal of: chairs; tables; stages; scaffolding; concourses; risers; rails, and; seating, camera and speaking platforms.

4.9.6.2 Installation and removal of: basketball court, goals and all other related equipment and accessories.

4.9.6.3 Installation and removal of: ice rink, dasher boards and all other related equipment and accessories, as well as creation and removal of ice.

4.9.6.4 Installation and removal of low-rise seating system.

4.9.6.5 Manage and maintain Contractor's and City's Service Equipment, including replacing and refilling propane tanks, checking and inflating tires, checking and filling fuel and fluids, and monitoring maintenance and repair issues and advising City of any issues with City's Service Equipment.

4.9 EVENT LIST AND FLOOR PLANS

Attached as Attachment K and Attachment L respectively are Event Lists as well as Floor Plans of the Facility. This information is for information purposes only and City makes no warranty as to the accuracy or completeness of the information. The information is also subject to change at any time for any reason, including booking or cancellation of events on the Event List and Facility capital improvements on the Floor Plans.

4.10 CLEANING PRODUCTS, CONSUMABLE PRODUCTS AND HEALTH/SAFETY

4.10.1 The City shall provide all cleaning products (i.e. solutions, agents and chemicals) for Contractor's use in the performance of the Services. In addition, City shall provide all consumable cleaning, health and personal products, toiletries and dispensers including, but not limited to: trash receptacle liners; soap and dispensers; paper towels and dispensers, and/or hand dryers; toilet paper and dispensers; air deodorizers and dispensers; toilet seat covers; toilet and urinal disinfecting and/or deodorizing products; feminine products and dispensers, and; baby-changing products and apparatus; waxes, stripping agents, and any other floor solutions, agents and chemicals. Contractor can recommend the use of additional and/or alternative products, but City has no obligation to provide or use such products.

4.10.2 Contractor's staff shall promptly report any noted hazardous conditions and/or items requiring maintenance and/or repair (i.e. leaky faucets, toilet stoppages) to City.

4.10.3 Contractor shall take proper precautions to advise and protect all persons, property and equipment within the Facility of hazardous conditions incidental to or related to the provision of Services under this Agreement. This shall include, but is not limited to, wet and/or slippery floor conditions and movement of heavy equipment. Contractor must prominently display in sufficient quantities and size, professional signage, both in English and in Spanish, whenever a hazard such as wet and/or slippery floor conditions exists. Contractor acknowledges that, as an independent Contractor, said Contractor shall incur liability for damages to property or injury or death to persons resulting directly or indirectly from Contractor's failure to provide such advice or signs.

4.10.4 Contractor must keep complete and accurate inventory control records before and after each Service Request or event at which Contractor provides Services.

4.10.5 Contractor is responsible for providing and maintaining all first-aid equipment and supplies for its staff.

4.10.6 Contractor must require its staff, agents, representatives and subcontractors to comply with all local, state, and federal rules, regulations and law requirements, including OSHA, pertaining to the provision of Services. This includes, but is not limited to, the storage and use of all chemicals and cleaning solutions which shall be kept and/or used in the Facility.

4.10.7 Contractor shall provide and maintain a current logbook with all cleaning solutions and chemicals which shall be kept and/or used at the Facility, including material safety data sheets (MSDS) for each product as well as any other

required documentation.

- 4.10.8 Contractor shall also be responsible for providing adequate instructions and safety training for its entire staff regarding the proper use of all cleaning products and Service Equipment, including a safety manual with procedures for responding to misuse and/or accidents involving cleaning solutions and/or chemicals. Contractor must update the safety manual as required and provide to City and maintain an adequate number of copies of the safety manual in the Service areas for the use of its staff.
- 4.10.9 Contractor shall provide and maintain all necessary personal protective equipment for its staff to ensure their maximum safety, and shall train its entire staff on the proper use and maintenance of this equipment. Examples of such personal protective equipment include, but are not limited to:
- Disposable gloves/work gloves
 - Safety glasses
 - Safety clothing
 - Hard hats/helmets
 - Face/dust masks
 - Safety shoes/boots
- 4.10.10 Contractor must ensure its staff is knowledgeable and trained in the proper handling and disposal of biohazards. Further, Contractor must provide to City a list of all materials required to handle and dispose of biohazards in order for City to stock and maintain such materials for Contractor use.

4.11 MISCELLANEOUS

All post-event custodial Services shall be completed within twenty-four (24) hours after the end of an event, or prior to the start of the next event, whichever is sooner, unless an alternative cleaning schedule has been approved by the Facility Representative

- 4.11.1 All trash and recycling material shall be discarded properly in appropriate City dumpsters, compactors or containers within twelve (12) hours after the end of a Service Request or event, or prior to the start of the next Service Request or event, whichever is sooner. Contractor shall include the Facilities Recycling program in their Daily and event operations.
- 4.11.2 City reserves the right to survey or collect information from tenants, clients, other contractors, guests, patrons, or any other users of the Facility regarding all aspects, including quality, of Services. City also reserves the right to require Contractor to respond to any negative or adverse responses or complaints, as determined by the City, within 48 hours of Contractor's receipt of such notice. Contractor's response must address the specific response or complaint and provide both immediate and permanent, if any, changes to Contractor's Operational, Management and Quality Assurance Plan, included and incorporated herein as Attachment A, Part Three, to address the response or complaint. A pattern or history of negative survey ratings, as determined solely by City, will constitute a material breach of this Agreement.
- 4.11.3 City reserves the right to utilize City staff for the provision of some or all of the Services, or to discontinue the use of Contractor's Services at any time per termination provisions contained herein. City further reserves the right to increase or decrease Services at any time for any reason, including funding availability.
- 4.11.4 Contractor shall provide Services in a first-class manner which are efficient and of a level of quality equal to or greater than industry standards. All Service Equipment and materials, if any, provided by Contractor shall be of high quality and provided in a professional manner, equal to or greater than industry standards. City reserves the right to prohibit the provision of certain Services by Contractor if City concludes that the quality of Services sold by Contractor does not meet or exceed industry standards.
- 4.11.5 Contractor must conform to all rules and regulations at any time promulgated by City with respect to the Facility, cause its officers, employees, agents, independent contractors, and invitees at all times to abide by and conform to those rules and regulations which City may at any time affix and establish for the conduct of Contractor's employees. At a minimum, Contractor shall comply with the Alamodome's Contractor Site Rules which are included as Attachment H.
- 4.11.6 Contractor shall be liable and be required to repair or replace at an acceptable level to the Facility Representative for any and all damages to property, plants, equipment, etc., either accidental or deliberate, caused by Contractor's employees, agents, representatives, associates, volunteers, contractors or subcontractors. This shall include, but

not be limited to, permanent stains or damage to carpets, walls or floors, broken or damaged equipment, fixtures, furnishings, etc. Contractor shall notify City immediately of any damage.

- 4.11.7 City shall have the sole right in its discretion, to cancel or reschedule any event during the term hereof or to dismiss the audience for any event. Contractor shall have no action or claim against City in such circumstance.
- 4.11.8 Except as otherwise permitted by this Agreement, Contractor shall not itself and shall not permit any subsidiary or affiliate of Contractor to advertise or promote in any way its own name or business or the name or business of any of its subsidiaries or affiliates in the Facility or on the streets and sidewalks adjacent to the Facility or use the name of the Facility once identified or any variations thereof in any advertising, promotional or informational material, literature or publicity or on any letterhead or in any way advertise or publicize this Agreement, the transactions provided for herein and the relationships created thereby without City's prior written approval. No public announcement, to the press, or otherwise, of the transactions provided for herein shall be made by Contractor or City unless the same shall have been previously approved in writing by both Contractor and City.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or June 1, 2014, whichever is later. This contract shall terminate on May 31, 2019.

Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for ONE additional FIVE year period. Renewal 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.

All or None Bid.

City of San Antonio will make award to one bidder only.

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.

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, Purchasing Division which shall be clearly labeled "Custodial and Supplemental Conversion/Labor Services at Alamodome" 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. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Finance Department, Purchasing Division. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

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.

A Vendor's financial integrity is of interest to City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension here of, 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 \$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
5. Commercial Crime Policy	\$100,000 per occurrence

Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Vendor herein, and provide a certificate of insurance and endorsement that names Vendor and City as additional insureds. Vendor shall provide 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.

As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Vendor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Vendor shall pay any costs incurred resulting from said changes.

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

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 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 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 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 City; and

Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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.

In addition to any other remedies 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, 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.

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

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

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 City shall be limited to insurance coverage provided.

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

Bonds:

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 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 and Exhibits.

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

- Attachment A – Part One – General Information
- Attachment A – Part Two – Experience, Background and Qualifications
- Attachment A – Part Three – Proposed Plan
- Attachment B – Price Schedule
- Attachment C – Contracts Disclosure Form
- Attachment D – Litigation Disclosure Form
- Attachment E – Small Business Economic Development Advocacy (SBEDA) Program Forms
- Attachment F – Veteran-Owned Small Business (VOSB) Preference Program Tracking Form
- Attachment G – Supplemental Information Related to the State of Texas Conflict of Interest Requirement
- Attachment H - Contractor Site Rules
- Attachment I – Service Request Form
- Attachment J – Performance Inspection Report
- Attachment K – Event List
- Attachment L – Floor Plans of Facility with Contractor's Assigned Areas
- Attachment M – Non-Discrimination Language
- Attachment N – Proposal Checklist
- Attachment O – Redacted Pre-Submittal Conference Sign-in Sheets
- Attachment P – Small Business Office 2-25-14 Pre-Submittal Conference Presentation
- Attachment Q – Good Faith Effort Tips for SBEDA Waivers
- Exhibit 1 – Small Business Economic Development Advocacy (SBEDA) Program
- Exhibit 2 – Veteran-Owned Small Business Preference Program (VOSB) Ordinance

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

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

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

Invoicing and Payment.

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

Information Required On Invoice.

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

based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

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

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

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

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

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

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

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

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

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

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

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

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

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

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

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to the City at their respective offices, at all reasonable times and as often as City may deem

necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

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

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

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

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

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

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

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

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with the City's Commercial Nondiscrimination Policy, as described under Section 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. _____
Signer's Name _____
Name of Business _____
Street Address _____
City, State, Zip Code _____
Email Address _____
Telephone No. _____
Fax No. _____
City's Solicitation No. _____

Signature of Person Authorized to Sign Proposal

008 - STANDARD DEFINITION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS

RFCSP ATTACHMENT A, PART ONE

GENERAL INFORMATION

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

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

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: _____

(NOTE: This RFCSP solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

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

Provide address of office from which this project would be managed:
City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

List Related Companies:

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ___ No ___

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

Yes ___ No ___ If "Yes", list authorizations/licenses.

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

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

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

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

Years _____ Months _____

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

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

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

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

Years _____ Months _____

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

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

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

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

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

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

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

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

11. Previous Contracts:

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

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

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

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

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

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

REFERENCES

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

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Value of Contract: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Value of Contract: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Value of Contract: _____

RFCSP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

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

1. Length of time in business performing these types of services:
2. Length of time in business performing these types of services for major sports and/or entertainment facilities, if any:
3. Fully describe your company and experience as it relates to the following:
 - a. History of successful and stable company operation for a period of at least three (3) years.
 - b. History of past relations or agreements with the City.
 - c. History of past relations or agreements with other governmental entities.
4. Describe Contractor's experience relevant to the Scope of Services in this RFCSP, to include the following:
 - a. Indicate the number of years Contractor has provided similar services as defined in this RFCSP.
 - b. List and describe relevant contracts of similar size and scope performed over the past five (5) years.
 - c. List any accounts in which Contractor is a majority provider, but does not have a contract
 - d. Indicate the number of labor disputes within the past five (5) years in which the Contractor's involvement resulted in a work stoppage or reduction in service level. Provide explanation detailing the circumstances for each dispute, location, and outcome.
 - e. Indicate the type of services previously provided (i.e. custodial and/or supplemental conversion/labor)
5. Describe Contractor's affiliations with other convention and trade show industry service providers, such as decorator, audio/visual, or destination management companies. Include name of organization, extent of association as well as type of services provided by affiliate.
6. List other resources, including total number of staff, number and location of offices available to support this project.
7. If Contractor is bidding 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 venture, and/or sub-contractors have worked together in the past.
 - a. Indicate whether Contractor's proposed subcontractors or joint venture team members have ever been terminated from a contract prior to project completion within the past ten (10) years. If yes, provide the firm name and a brief explanation.
 - b. Indicate whether Contractor's proposed subcontractors or joint venture team members have ever failed to receive a contract extension or award for eligible phase work within the past ten (10) years. If yes, provide the firm name and a brief explanation.
8. Identify the number, type (i.e. professional, technician, para-professional, administrative), title, residency, professional qualifications (including education, experience, licenses, certifications, registrations, associations), duties/responsibilities, and amount of time of key staff to be devoted and/or assigned to this Agreement, and relevant experience on contracts of similar size and scope. Include the following:
 - a. Principal(s) in Charge
 - b. Team Supervisor(s)
 - c. Team Members

9. List other resources available including number and types of equipment available to support this project.
10. Include with bid a complete organizational chart for Services to be performed in association with this RFCSP. Contractor shall include all sub-contractors, unions, and staffing agencies as well.
11. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Contractor's qualifications.
12. Indicate Contractor's availability. Include any present commitments that may conflict with Contractor's ability to begin immediately.

RFCSP ATTACHMENT A, PART THREE

PROPOSED PLAN

Contractor shall provide at time of bid, an Operational, Management and Quality Assurance Plan detailing all operating, management and quality assurance procedures to successfully perform the Scope of Services. This plan shall include, but is not limited to, the following.

1. **DAYS AND HOURS OF OPERATION:** Indicate the regular days and hours of operation in which Contractor shall provide Services within the Facility. Also, indicate the plan to provide Services outside regular days and hours of operation.
2. **OPERATIONAL AND MANAGEMENT PLAN:** Provide detailed and comprehensive Service plan, including staffing levels, staff assignments, and supervisor and staff task statements and responsibilities. Specific plans should include, but are not limited to the following, and should include standard staffing specifications by Service Request or event where feasible.
 - a. Daily custodial
 - b. Pre-event custodial
 - c. Event custodial
 - d. Post-event custodial
 - e. Annual custodial/major event custodial/special projects
 - f. Supplemental conversion/labor
3. **MANAGEMENT PLAN:** Provide detailed plan for managing the Services, including:
 - a. Maintenance of Assigned Areas.
 - b. Protocols involving accounting, documentation and report systems and processes, including time sheets.
 - c. Methods regarding the purchase, use, maintenance, disposal and inventory control of cleaning supplies, Service Equipment and machinery, as well as conversion tools, machinery and equipment.
 - d. Procedures for regular inspections, performance evaluations, and corrective actions, as well as contingency plans to meet production and staffing challenges.
 - e. Plans for regular meetings between City and Contractor.
 - f. Assurances that Services will be provided consistently per Operating, Management and Quality Assurance Plan.
 - g. Provides for Contractor accountability and financial and contractual deductions for violations of Agreement or Operational, Management and Quality Assurance Plan.
4. **QUALITY ASSURANCE/QUALITY CONTROL PLAN:** Describe in detail plan for quality control, problem resolution, self-assessment, and interaction with City inspectors. Describe what type of equipment/reporting system will be utilized.
5. **CONTINGENCY PLAN:** Describe plan to provide Services during power outages, labor shortages, etc.
6. **SUBCONTRACTOR MANAGEMENT PLAN:** Describe in detail plan for utilizing and managing subcontractor(s) to include:
 - a. Identifying, selecting, managing and assisting subcontractors regarding projects.

- b. Contingency plan for unsatisfactory Services provided by a subcontractor.
7. **STAFFING PLAN:** Describe in detail Contractor's human resources plan and operations including job descriptions, personnel policies, qualifications, hiring, termination, management, scheduling, training, licensing/certification, criminal activity including theft and drug use, disciplinary action, and personal identification and uniforms.
8. **SAFETY PLAN:** Describe in detail Contractor's plan for safety and risk management controls, policies and procedures for protection of Contractor and City staff, other staff in the Facility, visitors, and patrons at all times, including hazard identification, Service Equipment inspection and maintenance, first-aid training, emergency operations, environmental protection, chemical use and material handling guidelines including the maintenance of material safety data sheets (MSDS), safety incentive rewards, provision and use of personal protective equipment, and compliance with OSHA, local codes, applicable UL standards, industry standards, and other applicable local, state and federal health and safety rules and regulations.
- Contractor is responsible for providing and maintaining all Service Equipment, except as noted herein, necessary for the provision of Services under this Agreement. Examples of Contractor Service Equipment currently used for custodial Services in the Facility include, but are not limited to, the following: ride-on floor scrubbers; kai-vac machines; commercial vacuum machines; carpet care/cleaning machines, and; concrete-cleaning apparatus. Contractor must provide a detailed listing of the Service Equipment that it shall provide and maintain in the Facility for the performance of the Services herein. This list must include at a minimum:
1. A name or short description of each type of Service Equipment.
 2. Contractor inventory identification of each piece of Service Equipment (can be provided after award if equipment not already purchased).
 3. A brief description of what Services the Service Equipment performs.
 4. Quantity of each type of Service Equipment.
 5. Brand and model of each type of Service Equipment.
 6. Value of each type of Service Equipment and a total value of all the Contractor Service Equipment.
9. **ADDITIONAL INFORMATION:** Provide any additional detailed plans and/or relevant information about Contractor's approach to providing the required Services.

**RFCSP ATTACHMENT B
PRICE SCHEDULE**

In each of the following tables, enter Contractor's rates (dollars and cents) in the designated cells for each year of the Agreement. **EACH REQUESTED RATE MUST BE FILLED-IN, OR CONTRACTOR'S BID SHALL BE DISQUALIFIED.** Note that certain cells require the entry of a monthly rate, while others require the entry of an hourly rate. Contractor shall be bound by these rates during the term of the Agreement. Contractor's only payment or compensation from the City under this Agreement shall be pre-approved and billed hours at the applicable rate indicated for the specific Agreement year, or as specified elsewhere herein. These rates shall not be adjusted for any reason during the term of the Agreement, therefore Contractor should calculate and include within each rate any and all costs (i.e. overhead, Service Equipment) Contractor seeks to recoup for the provision of these Services, as well as Contractor's profit.

The Estimated Number of Annual Man-Hours is based on the FY's 2011-2013 Event List incorporated herein and attached as Attachment K. These hours should be used in Contractor's calculations of rates during the term of the Agreement; however the City does not guarantee a minimum number of man-hours as these can fluctuate based on the number and type of events booked.

Contractor's score for the Price Schedule portion of the evaluation criteria shall be determined largely on the total estimated cost of the Agreement, as calculated by the City multiplying the Estimated Number of Annual Man-Hours by the Contractor's rates for each year of the Agreement.

Contractor should contemplate and incorporate into its rates all future increases in the federal minimum wage.

ITEM 1 – CUSTODIAL AND SUPPLEMENTAL CONVERSION/LABOR SERVICES

INITIAL TERM – 6/1/2014 – 5/31/2019

STAFFING (indicate hourly rate except as noted)	Est. No. of Annual Man- Hours	6/1/2014 – 5/31/2015	6/1/2015 – 5/31/2016	6/1/2016 – 5/31/2017	6/1/2017 – 5/31/2018	6/1/2018 – 5/31/2019
1a.) Site Manager (indicate <u>monthly</u> rate)	3,000	\$ ____./mo.	\$ ____./mo.	\$ ____./mo.	\$ ____./mo.	\$ ____./mo.
1b.) Custodial / Conversion Supervisor	6,700	\$ ____./hr.	\$ ____./hr.	\$ ____./hr.	\$ ____./hr.	\$ ____./hr.
1c.) Custodial Technician (Daily)	15,000	\$ ____./hr.	\$ ____./hr.	\$ ____./hr.	\$ ____./hr.	\$ ____./hr.
1d.) Custodial Technician (Event/Other)	45,000	\$ ____./hr.	\$ ____./hr.	\$ ____./hr.	\$ ____./hr.	\$ ____./hr.
1e.) Conversion Technician	10,000	\$ ____./hr.	\$ ____./hr.	\$ ____./hr.	\$ ____./hr.	\$ ____./hr.

RENEWAL TERM – 6/1/2019 – 5/31/2024

STAFFING (indicate hourly rate except as noted)	Est. No. of Annual Man- Hours	6/1/2019 – 5/31/2020	6/1/2020 – 5/31/2021	6/1/2021 – 5/31/2022	6/1/2022 – 5/31/2023	6/1/2023 – 5/31/2024
1a.) Site Manager (indicate <u>monthly</u> rate)	3,000	\$ ____./mo.	\$ ____./mo.	\$ ____./mo.	\$ ____./mo.	\$ ____./mo.
1b.) Custodial / Conversion	6,700	\$ ____./hr.	\$ ____./hr.	\$ ____./hr.	\$ ____./hr.	\$ ____./hr.

Supervisor						
1c.) Custodial Technician (Daily)	15,000	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____/hr.
1d.) Custodial Technician (Event/Other)	45,000	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____/hr.
1d.) Conversion Technician	10,000	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____/hr.	\$_____/hr.

RFCSP ATTACHMENT C
CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at

<https://www.sanantonio.gov/efrms/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 FORM

(Posted as separate document)



**CITY OF SAN ANTONIO
SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN**

SOLICITATION NAME: **Annual Contract for Custodial and Supplemental Conversion/Labor Services for Alamodome**

RESPONDENT NAME: _____

SOLICITATION API: **Small Business Enterprise (SBE) Prime Contract AND Minority / Women-Owned Business Enterprise (M/WBE) Subcontracting Program**

API REQUIREMENTS: Respondents must demonstrate commitment to satisfy a twenty-five percent (25%) M/WBE subcontracting goal. Self-performance by M/WBE prime respondents does not count toward this subcontracting goal. **Commitment to meet subcontracting requirement must be demonstrated by writing the company name and SAePS vendor number of each subcontractor/supplier**.** In the absence of a waiver granted by the Small Business Office, failure of a Respondent to commit to satisfying the M/WBE subcontracting goal shall render its response NON-RESPONSIVE. **To qualify as an M/WBE pursuant to the SBEDA Ordinance, a vendor must also be an SBE; thus, participation of a qualifying M/WBE subcontractor will also count toward meeting an SBE subcontracting goal.**

In addition, in order to receive the fifteen (15) evaluation preference points associated with the SBE Prime Contract, S/M/WBE 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 Small Business and/or Minority Business Enterprises and/or Woman Business Enterprises with a Significant Business Presence within the San Antonio Metropolitan Statistical Area.

S/M/WBEs must be certified with the South Central Texas Regional Certification Agency and be headquartered or have Significant Business Presence in the San Antonio Metropolitan Statistical Area to receive preference points. Please be sure to indicate dollar value or percentage of the value of the contract that will be paid to the subcontractors (if any). For further clarification, please contact Edson Zavala at (210) 207-3962.

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

** 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 #:	

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 Separate Document)

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

Authority. The City of San Antonio Veteran-Owned Small Business Preference Program Ordinance 2013-12-05-0864 adopted a veteran-owned small business preference program for specific contracting categories for solicitations issued after January 15, 2014.

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

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

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 Dollar Amount		

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

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

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on Veteran-Owned Small Business Program Tracking 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 Program Tracking Form may be investigated and I hereby give my full permission for any such investigation. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

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

SUPPLEMENTAL INFORMATION RELATED TO THE STATE OF TEXAS CONFLICT OF INTEREST REQUIREMENT

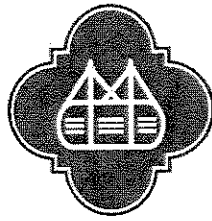
The Instructions to Bidders section of this document provides information pertaining to a requirement to file the State of Texas Conflict of Interest Questionnaire (Form CIQ) required by Chapter 176 of the Texas Local Government Code. The Form CIQ is available from the Texas Ethics Commission at:

<http://www.ethics.state.tx.us/forms/CIQ.pdf>

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

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

RFCSP ATTACHMENT H
CONTRACTOR SITE RULES



CITY OF SAN ANTONIO
ALAMODOME

CONTRACTOR SITE RULES

Contractor Parking

Parking is available for company vehicles in designated parking areas upon availability. Contractors arriving on site must have prior approval and parking permits. Temporary parking Passes may be requested from the Maintenance Manager. Parking in fire lanes and other areas marked "No Parking" may result in vehicles being towed.

Deliveries

All deliveries for contractors, including those likely to cause an obstruction, must be discussed with the Maintenance Manager. Designated times and locations may be assigned.

Diesel and Fossil Fueled Powered Vehicles and Equipment

Infiltration of diesel fumes into the building environment is a health and safety concern for staff, and visitors. Contractors must not operate diesel and fossil-fueled powered equipment and vehicles where fumes may be drawn into HVAC systems or naturally penetrate indoor spaces. Security will actively respond to these concerns and has the authority to shut down offending equipment.

Elevators

Service and or passenger elevators may be made available at certain times for transferring of materials with the agreement of the Maintenance Manager. Should fire occur or fire alarm sound, do not use the elevator.

Fire Alarm

Contractors shall be familiar with the ALAMODOME emergency procedures, especially the Fire Alarm procedure. Remove persons from immediate danger and notify staff in immediate area. Sound alarm as necessary at alarm pull station. Extinguish fire if this can be done without jeopardizing personal safety.

First Aid

Contractors shall provide first aid services on the work site for their workers and sub trades. Contractors must have a person trained in first aid available at all times the Contractor is performing work and maintain a first aid station or stations, as per the Occupational Health and Safety Act and regulations for Construction Projects.

Harassment / Inappropriate Language / Horseplay

Contractors are advised that offensive language (e.g. swearing) and offensive behavior including harassment and horseplay are not acceptable. Contractor staff must perform their roles in a manner consistent with the ALAMODOME Mission, Vision, and Values.

Hazardous and Controlled Products

Contractors or their sub trades will not bring any hazardous and/or controlled products to project site without providing, in advance for the approval by the Maintenance Manager, Material Safety Data Sheets for the products. Hazardous and controlled products must be stored in accordance with good practice and as may be required under the COSA Fire Code. All Contractor staff must be trained in Hazardous Waste Operations on Emergency Response and be able to produce a record of training, upon request by the Facility Representative.

Housekeeping and Waste Management

At all times, the work site shall be kept clean from dust, debris, and trash. The Contractor is responsible for removal of construction debris and trash generated by Contractor work and sub trades from the worksite. ALAMODOME debris containers may not be used unless specified otherwise by the Maintenance Manager. All wastes generated by the contractor and sub trades must be handled and disposed of in accordance with provincial and municipal regulations. Recycling of materials is strongly encouraged.

Hygiene Facilities

Only facilities located at the southwest field level tunnel are permissible. Public facilities are not to be used at any time.

Meals and Breaks

Contractors shall advise their employees and sub trades the location for breaks and eating meals. Breaks are not are not allowed in public areas.

Noise and Vibration

Contractors and sub trades shall ensure that noise and vibration is kept to a minimum at all times. Equipment that generates high levels of noise or excessive vibration should be adequately damped, and/or silenced and/or soundproofed. Any activities that are expected to produce significant noise and/or vibration shall be approved by the Maintenance Manager and conducted during the times and locations specified.

Penetration of Walls, Floors, and Ceilings There is to be no access to, or alteration of the facility's infrastructure without appropriate approval from a designated authorizing department. Contractors and/or sub trades that require approval must obtain this from the Project Leader.

Personal Protective Equipment

Contractors are responsible for assessing all work activities and supplying their personnel and sub trades with the appropriate personal protective equipment (PPE), required to perform the work safely. PPE includes safety boots, safety glasses, hard hats, work gloves, outer clothing, respiratory protection equipment, fall arrest equipment, and any other PPE required by regulation or best practice. Contractor's employees and sub trades required to use PPE will be instructed in the proper care, use, and records of training available for review by the Facility Representative, as may be required.

Site Access and Egress (external)

Access routes into the ALAMODOME will either be specified (with a site plan) or agreed at the preliminary site meeting with the Maintenance Manager. Fire lanes are not to be blocked.

Site Access and Egress (internal)

Access sites within buildings at the ALAMODOME will be specified or agreed at the preliminary site meeting with the Maintenance Manager .

Smoking

ALAMODOME has Designated Smoking Areas (DSA) that must be used by all persons wishing to smoke. This policy is enforced by security. Contractors should ensure that cigarette disposal containers are used to keep grounds, parking lots, and roadways free of cigarette butts.

Tools and Equipment

Equipment and tools are not to be left unsupervised. The term equipment includes items such as scaffolding, ladders, guardrails, and barricades. All tools and equipment used on ALAMODOME facilities must be in good working order and be suitable for the intended use. Electrical equipment must be OSHA approved and all cords and connection cables inspected before and during use. Any equipment with damaged cords or plugs must not be used. Ladders and equipment used for working at heights must not be placed in any area where there is a potential for impact with other persons or equipment. Tools and equipment may not be borrowed from the ALAMODOME.

Unloading and Storage Areas (Temporary Hoarding)

Unloading areas may be allocated in certain locations in agreement with the Maintenance Manager. Storage areas will be designated in a similar way.

Warning Signs, Barricades, and Lighting

Contractors are responsible for the procurement and maintenance of all warning signs, barricades, and temporary lighting, as is appropriate for the nature of the job, and as may be required/requested by the Maintenance Manager. Warning signs shall be compliant with "Signs and Symbols for the Workplace", OSHA regulations, or as may be approved by the Project Leader

1. Contractors must stay within authorised areas, and must not enter any other areas without permission and/or being accompanied by authorised ALAMODOME Maintenance staff.
2. Men at Work and other applicable warning signage must be displayed at all times.
3. It is the Contractor's responsibility to provide adequate barriers to prevent entry into work areas by Dome Staff, attendees and visitors. Work in circulation areas must be adequately cordoned off. This is to be agreed with ALAMODOME Maintenance Management.
4. Contractors must ensure that all work areas are fully cleaned on completion, within the allotted timescale
Failure to do so will result in the deduction of expenses incurred by the ALAMODOME from the use of internal/external resources.

Fire fighting extinguishers located around the Dome premises may be used by contractor's and supplier's employees or other persons for emergencies only. Such equipment must not be used for any other purposes.

1. IN CASE OF FIRE

Fire alarm systems throughout the ALAMODOME are operated by pull station method; please ensure your employees understand this. The alarms will be a distinctive audible warning.

The alarm will automatically, result in the Fire Brigade arriving at the scene of the alarm, together with a Security Officer.

The Security Officer should be informed of the exact location and type of fire as soon after sounding the alarm as possible.

At the sound of the alarm, as described above, the building and workplace should be evacuated immediately without question and all Contractor's or Supplier's employees should assemble at the nearest assembly point. No one should re-enter the building until permission has been given from the Facility Representative.

2. BEFORE COMMENCEMENT OF WORK

The ALAMODOME must give permission before you commence working on site.

When first coming on site the Contractor or supplier should establish contact with the ALAMODOME representative in charge of the work or project. A **hot work permit** authorization form must be issued if applicable.

Ensure that the Dome representative is informed in advance of any materials or goods, which may be delivered to our premises prior to your employees commencing work. Such goods and materials are accepted and stored at your own risk and should be clearly marked as being for (the name of the firm and its representative)

3. DRAINS AND SEWERS

No chemical substances, oils, solvents or other obnoxious substances are to be poured into, or allowed to enter the Dome drains and sewers.

Accidental discharge should be reported to Dome Maintenance.

4. EQUIPMENT BROUGHT ON SITE

All equipment used by a Contractor or Supplier must comply with appropriate safety and electrical legislation.

Equipment left on site shall be kept in a safe and secure manner and at the risk of the Contractor or Supplier

All electrical equipment shall be of 110V or less. Exceptions on a case by case basis.

5. ACCIDENTS

Accidents which occur on Dome premises and result in an employee of the Contractor or Supplier being away from work for more than three days must be reported as required by existing regulations and additionally to the Dome representative in charge of the work or project who will arrange for the reporting of such accidents to CSEF Security.

The City reserves the right to investigate all accidents or serious incidents that occur on its premises and expects full co-operation from the Contractor or Supplier and their employees in the investigation of causes of such occurrences and in the interest of preventing similar occurrences.

6. ACCESS EQUIPMENT

All contractors should bring any access equipment with them that they require for the work. Suitable risk assessments should be available as required by the Work at Height regulations 2005. No contractor should use stepladders or ladders found on site.

7. GENERAL

These rules imply that ALAMODOME all Contractor's or Supplier's employees or other persons on Dome premises must be adequately qualified or trained to perform their work in safety to themselves and others.

The rules are not to be taken as a complete list in compliance with any or all statutory regulations or requirements and you are reminded that you have a responsibility under the OSHA Act to ensure your operations are at all times carried out in accordance with the latest legislation and current codes of practice.

Return all keys daily. Secure area upon departure and turn lights back to where they were at arrival or off if the space is vacant.

Your employees must understand that it is a breach of law to remove, deface, paint over, or otherwise interfere with any equipment; instructions or warning notices provided by the ALAMODOME for the protection of other persons and any accidental incident of such a nature should be reported to the Representative.

Contact telephone numbers:

Maintenance Manager 207-3671

Security 207-3680

Declaration

I declare that I have fully read and understand this document. I agree to comply with the Rules and acquaint all persons employed by the Company (including sub-contracted staff) with these Safety Rules

Signed	
Date	
Name (Block Capitals)	
Position (Block Capitals)	
Company Name (Block Capitals)	

(Please print clearly)

- No pets
- No drugs
- No radios
- No alcohol
- No children
- No smoking
- Hard hats required
- Work boots required
- No shorts or tank tops
- Trash to be cleaned up daily
- No spouses (or significant others)
- Subcontractor to provide dumpster for personal use
- Subcontractor to have binders with safety program and MSDS paperwork at jobsite
- Subcontractor to provide storage on project for material
- Subcontractor to have representative present at jobsite for entire length of project
- Subcontractor to provide insurance for material stored at jobsite
- Report to Building Representative when arriving at job and when leaving job

RFCSP ATTACHMENT I SERVICE REQUEST FORM

Custodial and Supplemental Conversion Sheet

Invoice Number:					
Event:		Move-in Date		Time	
Confirmed Date:	01/00/00	Event Date		Door Time	
Event Date:	01/00/00	Event End		Time	
Event Type:	0	Move-out Date		Time	
Date Printed:					
Configuration:	0				
Event Coordinator:	0				
Est. Attendance	0				
Actual Attendance	0				
Estimate Date					
Revised Estimate Date					
Promoter	Name				
Address					
Contact person:					
e-mail					
Phone					
Fax					
Conversion Description:					
Cleaning Description:					
Conversion					
Conversion Technician hours	0.00	Conversion costs	\$0.00		
Other Misc _____	0.00	Other Misc costs	\$0.00		
Total Conversion	0.00		\$0.00		
Cleaning					
Pre custodial hours	0.00	Pre custodial costs	\$0.00		
Pre supv hours	0.00	Pre supv costs	\$0.00		
Event custodial hours	0.00	Event custodial costs	\$0.00		
Event supv hours	0.00	Event supv costs	\$0.00		
Club custodial hours	0.00	Club custodial costs	\$0.00		
Club supv hours	0.00	Club supv costs	\$0.00		
Post custodial hours	0.00	Post custodial costs	\$0.00		
Post supv hours	0.00	Post supv costs	\$0.00		
Other Misc _____	0.00	Other Misc costs	\$0.00		
Total Cleaning	0.00		\$0.00		
Total Cleaning Invoice	0.00		\$0.00		

Authorized Signature _____ Date _____

Contractor Authorized Signature _____ Date _____

Copies:
Operations (White)
Admin. Svs. (Yellow)

Fiscal (Pink)
Contractor (Gold)

RFCSP ATTACHMENT J
PERFORMANCE INSPECTION REPORT
(Posted as Separate Document)

**ATTACHMENT J
PERFORMANCE INSPECTION REPORT
ALAMODOME CUSTODIAL SERVICE**

Date: _____ Time: _____

Inspector: _____ (Printed Name) _____ (Signature)

Field Level Dock Area	Dock area, east & west tunnels, smoking areas, security area
------------------------------	--

Area free of debris, bird droppings removed, all trash cans emptied & washed, floors dusted/mopped, benches & vending machines wiped clean, elevators wiped clean inside and out, elevator floors dusted and mopped.

Deficiencies:

Field Level Tunnels	Tunnels, locker rooms, x-ray room, darkrooms, interview/wives/band/Spurs locker rooms, elevators, NE & NW stairs, meeting rooms
----------------------------	---

All trash cans emptied & washed, floors dusted/mopped/vacuumed, tables wiped clean, elevator tracks clean, stairs swept/mopped, wall moldings wiped & polished in meeting rooms.

Deficiencies:

Field Level Bathrooms	Includes restrooms in: security area, SAPD, break area, and tunnels of Field level.
------------------------------	---

All trash cans emptied & washed, floors swept & mopped, paper supplies/hand soap/urinal blocks/wax bags filled, walls & stall walls wiped/deodorized, vents/ledges/light fixtures dusted, water fountains polished, toilets/urinals flushed.

Deficiencies:

Plaza & 5th Level Concourses	North & South entrances, Hall of Fame, camera bucket area, storage room 123, exterior North & South offices
---	---

All trash cans emptied & washed, floors & stairs dusted/mopped/vacuumed, signage/TV monitors/telephones/ vents/window ledges/interior windows/plaques/lighting wiped clean, elevators wiped clean inside & out/elevator floors dusted & mopped, glass doors clean, and exterior windows clean (N & S offices).

Deficiencies:

Club Level Concourse	Includes press box, sitting lounge, concession areas, coaches box
-----------------------------	---

All trash cans emptied & washed, floors & stairs dusted/mopped/vacuumed, signage/TV monitors/telephones/ vents/window ledges/interior windows/plaques/lighting wiped clean, elevators wiped clean inside & out/elevator floors dusted & mopped, glass doors clean, and exterior windows clean (N & S offices).

Deficiencies:

**ATTACHMENT J
PERFORMANCE INSPECTION REPORT**

Club Level Suite's	ALAMODOME CUSTODIAL SERVICE
---------------------------	------------------------------------

All trash cans emptied & washed, carpets vacuumed, exterior counter/seating wiped clean, furniture/TV monitors/wall hangings/AC vents/exterior cabinetry dusted, glass walls/windows/doors (interior/exterior) wiped clean.

Deficiencies: _____

Plaza, Club & 5th Level Bathrooms	
--	--

All trash cans emptied & washed, floors swept & mopped, paper supplies/hand soap/urinal blocks/wax bags filled, walls & stall walls wiped/deoderized, vents/ledges/light fixtures dusted, water fountains polished, toilets/urinals flushed.

Deficiencies: _____

Administrative Offices	
-------------------------------	--

All trash cans emptied & washed, hallway floors swept/mopped/buffed, hand railing wiped clean, wall hangings along hallway dusted, offices/reception area vacuumed/dusted, elevators wiped clean inside & out/elevator floors dusted & mopped, vending machines cleaned, bathrooms (including handicap) cleaned and stocked.

Deficiencies: _____

Total Deficiencies (all areas):	
--	--

Score:	
---------------	--

Scoring: 4.00 - fully comply; 3.5 - 1-4 deficiencies; 3.00 - 5-8 deficiencies; 2.00 - 9 or more deficiencies;
1.00 - services not provided in the required timeframe or frequency, condition fails to meet standards.
0.00 - 9 or more deficiencies, fails to meet standards, Go Pro has previously been notified of these areas/issues.

Go Pro Contact & phone number: _____

Date & Time Contractor contacted (if deficiencies: Date: _____ Time: _____

Copy of report to Contractor (Must be within 24 hours of inspection)

PERFORMANCE INSPECTION REPORT ALAMODOME CUSTODIAL SERVICE

Inspector: _____
 Date: _____
 Time: _____

Contractor Contact & Phone: _____
 Date & Time Contractor Contacted (if deficiencies): _____
 Date: _____ Time: _____

Type of Inspection: Weekly Pre Event Post Event Other (_____)

	Deficiencies	
	Yes	No
1. FIELD LEVEL DOCK AREA		
Free of Debris		
Bird Droppings Removed		
Trash Emptied/Cans Washed		
Floors Dusted/Mopped		
Benches/Vending Mach's Clean		
Elevators Wiped Inside/Outside		
Elevator Floors Dusted/Mopped		

	Deficiencies	
	Yes	No
5. CLUB LEVEL CONCOURSE		
Trash Emptied/Cans Washed		
Floors/Stairs Dusted/Mopped/Vacuumed		
Everything Dusted		
Interior/Exterior Windows Clean		
Elevators Wiped Inside/Outside		
Elevator Floors Dusted/Mopped		
Glass Doors Clean		

	Deficiencies	
	Yes	No
2. FIELD LEVEL TUNNELS		
Trash Emptied/Cans Washed		
Floors Dusted/Mopped/Vacuumed		
Tables Wiped Clean		
Elevator Tracks Clean		
Stairs Swept/Mopped		
Wall Moldings Wiped/Polished (Meeting Rooms)		

	Deficiencies	
	Yes	No
6. CLUB LEVEL SUITE'S		
Trash Emptied/Cans Washed		
Carpets Vacuumed		
Exterior Counter/Seating Wiped Clean		
Interior/Exterior Windows/Doors Clean		
Everything Dusted		

	Deficiencies	
	Yes	No
3. FIELD LEVEL BATHROOMS		
Trash Emptied/Cans Washed		
Floors Dusted/Mopped		
Supplies Replenished		
Walls/Stall Walls Wiped/Deoderized		
Vents/Ledges/Light Fixtures Dusted		
Water Fountains Polished		
Toilets/Urinals Flushed		

	Deficiencies	
	Yes	No
7. PLAZA/CLUB/5TH LEVEL BATHROOMS		
Trash Emptied/Cans Washed		
Floors Dusted/Mopped		
Supplies Replenished		
Walls/Stall Walls Wiped/Deoderized		
Vents/Ledges/Light Fixtures Dusted		
Water Fountains Polished		
Toilets/Urinals Flushed		

	Deficiencies	
	Yes	No
4. Plaza & 5th Level Concourses		
Trash Emptied/Cans Washed		
Floors/Stairs Dusted/Mopped/Vacuumed		
Everything Dusted		
Interior/Exterior Windows Clean		
Elevators Wiped Inside/Outside		
Elevator Floors Dusted/Mopped		
Glass Doors Clean		

	Deficiencies	
	Yes	No
8. ADMINISTRATIVE OFFICES		
Trash Emptied/Cans Washed		
Hallway Floor Dusted/Mopped/Buffered		
Hand Railing/Vending Mach. Wiped Clean		
Wall Hangings Along Hallway Dusted		
Offices/Reception Area Vacuumed/Dusted		
Elevators Wiped Inside/Outside		
Elevator Floors Dusted/Mopped		
Bathrooms Cleaned/Stocked		

Comments/Deficiencies:

RFCSP ATTACHMENT K

EVENT LIST

Following is a chronological list of events that were held at the Facility for the period October 1, 2010 through September 30, 2013. This list is intended to provide proposers with the estimated number of events, event types, and event attendance on an annual fiscal-year basis in order to develop proposer's rates required in Attachment B - Price Schedule. While this list should be used to develop proposer's Price Schedule, no guarantee is made by the City as to the accuracy or reliability of this information. In addition, it cannot be used to predict future events or attendance.

October 2010 – September 2011 Events	Date	Event Days	Attend.
MS Bike Rodeo Expo	10/8-10/2010	3	5,276
Women of Faith	10/22-23/2010	2	20,309
Bands of America	10/29-30/2010	2	11,554
UIL Marching	11/1-2/2010	2	17,674
Elite Racing/ Rock N Roll Marathon	11/12-14/2010	3	37,180
High School Football Playoffs	11/2010	11	42,231
High School Football Playoffs	12/2010	6	30,090
USAA XMAS Party	12/18/2010	1	10,239
Kaleidoscope on Ice	12/8/2010	1	4,023
ALAMOBOWL	12/29/2010	1	48,581
U.S. Army All-American Bowl	1/8/2011	1	29,293
Monster Jam	1/15-16/2011	2	92,719
Tour of Texas Volleyball	1/22-23/2011	2	15,257
Boat Show	1/27-30/2011	4	11,671
NFL Player's Game	2/5/2011	1	5,365
Music As A Weapon	02/09/11	1	3,727
South Texas Winter Wine Festival	02/20/11	1	2,150
Cheer Power Nationals	2/11-13/2011	3	42,441
Hall of Fame Gala	2/18/2011	1	920
Univ of Phoenix Graduation	2/19/2011	1	5,087
Home & Garden	2/25-27/2011	3	14,438
American Spirit	3/5-6/2011	2	3,294
NCAA Regional Basketball	3/26-27/2011	2	23,541
Avalanche Tour	04/08/11	1	1,843
Fiesta Carnival	4/6-17/2011	12	N/A
Disney on Ice	4/20-24/2011	8	48,904
Long Star Volleyball Tournament	5/7 -5/8/2011	2	17,022
Race for the Cure	4/30/2011	1	29,956
Go Kids Fitness Challenge	4/10/2011	1	2,728
Avenged Sevenfold	05/18/11	1	7,577
Sugarland	05/28/11	1	5,857
High School Graduations	05/28-06/13/2011	22	119,121
Family Show (Circus)	6/29 - 7/4/2011	6	41,666
Tx Hunter's Assoc.	7/15-17/2011	3	9,412
Drum Corps International	7/23/2011	1	8,246
Dallas Cowboys Training Camp	7/28 - 8/10/2011	13	83,257
MMA Boxing	8/27/11	1	1,252
UTSA Football	9/3/11	1	42,836
UTSA Football	9/10/11	1	20,601
UTSA Football	9/24/11	1	21,634
TOTAL EVENT DAYS AND ATTENDANCE	FY 2011	132	940,652

October 2011 – September 2012 Events	Date	Event Days	Attend.
Fall Home & Garden Show	9/30 - 10/2/11	3	8,970
UTSA vs. South Alabama	10/08/11	1	20,179
Women of Faith	10/21-22/11	2	20,309
UTSA vs. Georgia State	10/29/11	1	16,165
Bands of America	11/4-5/11	2	12,724
UIL Marching	11/7-8/11	2	15,283
Competitors Group/ Rock N Roll Marathon	11/11-13/11	3	40,176
State of Tx Coaches Clinic	11/17-18/11	2	500
UTSA vs. Minot State	11/19/11	1	19,663
High School Football Playoffs	11/25-26/11	5	15,834
USAA XMAS Party	12/3/11	1	10,239
High School Football Playoffs	12/9-10/11	3	20,759
NCAA Division I Women Volleyball	12/15-17/11	3	20,548
ALAMOBOWL	12/29/11	1	54,540
U.S. Army All-American Bowl	1/7/12	1	24,517
Monster Jam	1/14-15/12	2	97,980
Rise Against Concert	1/18/12	1	1,967
Tour of Texas Volleyball	1/21-22/12	2	15,284
Boat Show	1/26-29/12	4	11,671
Gabriel Iglesias	2/3/2012	1	7,926
Top Rank Boxing	02/04/12	1	13,066
Hall of Fame Gala	2/10/12	1	975
8th Annual Love & Happiness	2/14/12	1	1,146
South Texas Winter Wine Festival	02/12/12	1	1,426
Univ of Phoenix Graduation	2/12/12	1	6,384
Cheer Power Nationals	2/17-19/12	3	36,109
Home & Garden	2/24-26/12	3	13,683
AFL Scrimmage	2/29/2012	1	6,978
American Spirit	3/3-4/12	2	5,608
Red Bull Party	3/7/2012	1	247
AFL vs Utah Blaze	3/10/12	1	5,459
AFL vs Spokane Shock	3/17/12	1	4,828
50/50 Entertainment-Mary J. Blige	3/16/12	1	8,636
Varsity Brands	3/23-24/12	2	9,278
HBO Boxing	3/31/2012	1	1,124
Disney on Ice	4/4-8/12	8	39,393
AFL Football	4/13/12	1	6,656
UTSA Spring Game	4/15/2012	1	2,371
Fiesta Carnival	4/18-29/12	12	0
Go Kids Fitness Challenge	4/22/2012	1	3,123
AFL vs Chicago Rush	4/28/12	1	2,181
Race for the Cure	5/14/12	1	31,254
Godsmack, Staind, Halestorm Tour	5/2/2012	1	6,052
Gipsy Kings	5/6/2012	1	2,221
Lucha Libre	5/11/2012	1	1,777
AFL Football	5/12/2012	1	3,610
AFL Football	5/19/2012	1	5,010
Southside ISD Graduation	5/25/12	1	3,864
Southwest ISD Graduation	5/26/12	1	8,191
Northside ISD Graduations (10)	5/31-6/4/12	10	59,375
Judson ISD Graduations (2)	6/5-6/12	2	15,389
Somerset ISD Graduation	6/7/12	1	2,592

SAISD Graduations (8)	6/8-10/12	8	32,816
American Idol	6/11-14/12	1	2,373
AFL Football	6/16/12	1	5,858
Concert-Scorpions	6/26/12	1	8,459
AFL Football	6/30/12	1	5,155
Family Show (Circus)	7/4-8/12	6	44,449
AFL Football	7/13/2012	1	6,151
UTSA Junior and Senior Camps	7/19-20/12	2	203
Drum Corps International	7/21/12	1	10,704
AFL Football	7/27/12	1	6,064
Tx High School Coaches All Star Game	7/31/12	1	4,619
Solo Boxeo	8/11/2012	1	2,838
Tejano Talent Music Association	8/18/2012	1	1,742
Tx Hunter's Assoc.	8/24 -26/2012	3	10,181
People en Espanol	9/1-2/12	2	6,992
UTSA vs Texas A&M Commerce	9/8/12	1	21,576
UTSA vs NW Oklahoma State	9/22/12	1	16,945
Fall Home & Garden Show	9/28-30/12	3	12,684
TOTAL EVENT DAYS AND ATTENDANCE	FY 2012	143	943,049

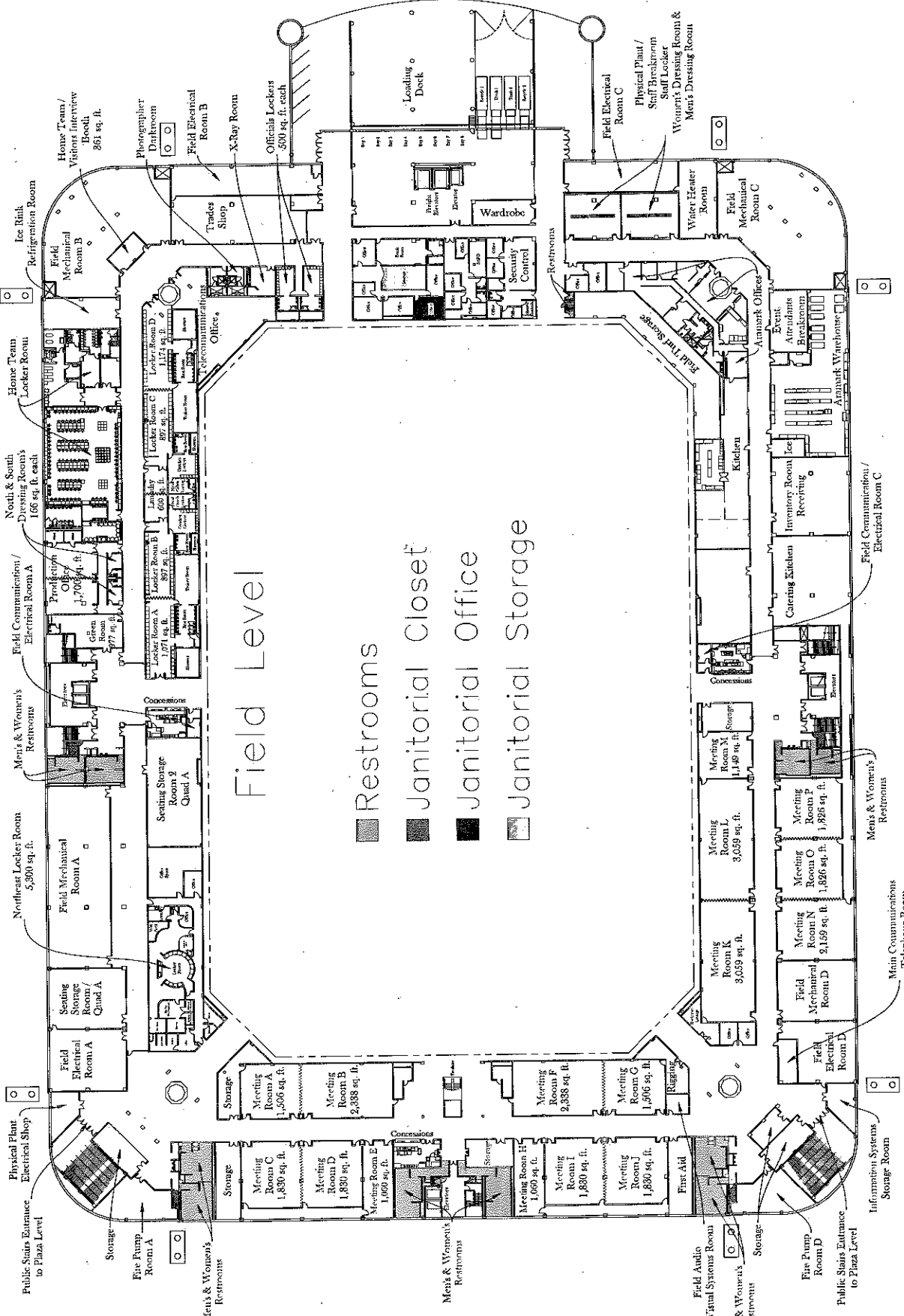
October 2012 – September 2013 Events			
	Date	Event Days	Attend.
Women of Faith	10/12-13/12	2	11,798
UTSA vs. San Jose State	10/20/2012	1	19,733
UTSA vs. Utah State	10/27/2012	1	12,210
Bands of America	11/2-3/12	2	12,954
UIL Marching	11/5-6/12	2	16,336
UTSA vs. McNeese	11/10/12	1	13,511
High School Football Playoffs	11/15-17/12	5	13,403
3 Doors Down and Daughtry	11/20/12	1	2,045
Wiz Khalifa	11/21-12	1	4,342
High School Football Playoffs	11/24/12	1	3,626
UTSA vs. Tx. State	11/24/12	1	29,123
Business Success Seminar	11/30 - 12/01/12	2	5,956
Alt Universe - Live in 210	12/1/2012	1	534
High School Football Playoffs	12/7-8/12	4	19,920
USAA XMAS Party	12/15/12	1	10,630
ALAMOBOWL	12/28/12	1	65,277
U.S. Army All-American Bowl	1/5/13	1	26,742
Monster Jam	1/12-13/13	2	87,608
Tour of Texas Volleyball	1/19-20/13	2	16,351
Boat Show	1/24-27/13	4	7,291
Nuclear Cowboyz	2/01-02/13	2	9,913
Cheer Power Nationals	2/8-10/13	3	38,967
Recruit Military Opportunity Expo	2/14/13	1	417
Hall of Fame Gala	2/15/13	1	947
Love & Happiness	2/16/13	1	5,689
Univ of Phoenix Graduation	2/16/13	1	4,596
South Texas Winter Wine Festival	2/17/13	1	1,459
Home & Garden	2/22-24/13	3	14,433
Drop a Million Expo Half Marathon	3/02-03/13	2	3,319
AFL Pre-Season Talons vs New Orleans	3/7/2013	1	1,769

TNA Wrestling Paperview	3/10/13	1	6,794
AFL Talons vs San Jose SaberCats	3/23/13	1	5,005
TX Rangers Baseball - Big League Weekend	3/29-30	2	70,187
AFL Talons vs Chicago Rush	4/05/13	1	2,955
Race for the Cure	4/6/13	1	25,000
Disney on Ice	4/10-14/13	8	36,974
GWDA Lunch and Expo	4/16/13	1	500
Fiesta Carnival	4/17-28/13	12	N/A
Boxing - Canelo vs. Trout	4/20/13	1	34,957
Go Kids Fitness Challenge	4/21/13	1	4,700
AFL Talons vs Iowa Barnstormers	5/3/13	1	4,182
AFL Talons vs Jacksonville Sharks	5/11/13	1	3,938
UTSA Commencements	5/13/13	2	24,521
HOG State Rally	5/16-18/13	3	4,982
AFL Talons vs Spokane Shock	5/24/13	1	3,819
George Strait	6/1/13	1	73,321
High School Graduations	6/4-17/13	21	117,801
AFL Talons vs Utah Blaze	6/3/13	1	2,571
AFL Talons vs Arizona Rattlers	6/8/13	1	3,883
Lutheran Church Missouri Synod	7/1-5/13	5	22,340
AFL Talons vs Tampa Bay Storm	7/13/13	1	4,691
UTSA Junior & Senior Camp	7/17-18/13	2	1,428
Drum Corps International	7/20/13	1	11,033
AFL Talons vs Philadelphia Soul	7/27/13	1	6,111
Trey Songz Concert	8/11/2013	1	1,907
Tx Hunter's Assoc.	8/23-25/13	3	8,724
People en Espanol	8/31-9/2/13	2	8,624
UTSA vs Oklahoma State	9/7/13	1	32,481
UTSA vs University of Houston	9/28/13	1	23,528
TOTAL EVENT DAYS AND ATTENDANCE	FY 2013	138	1,007,856

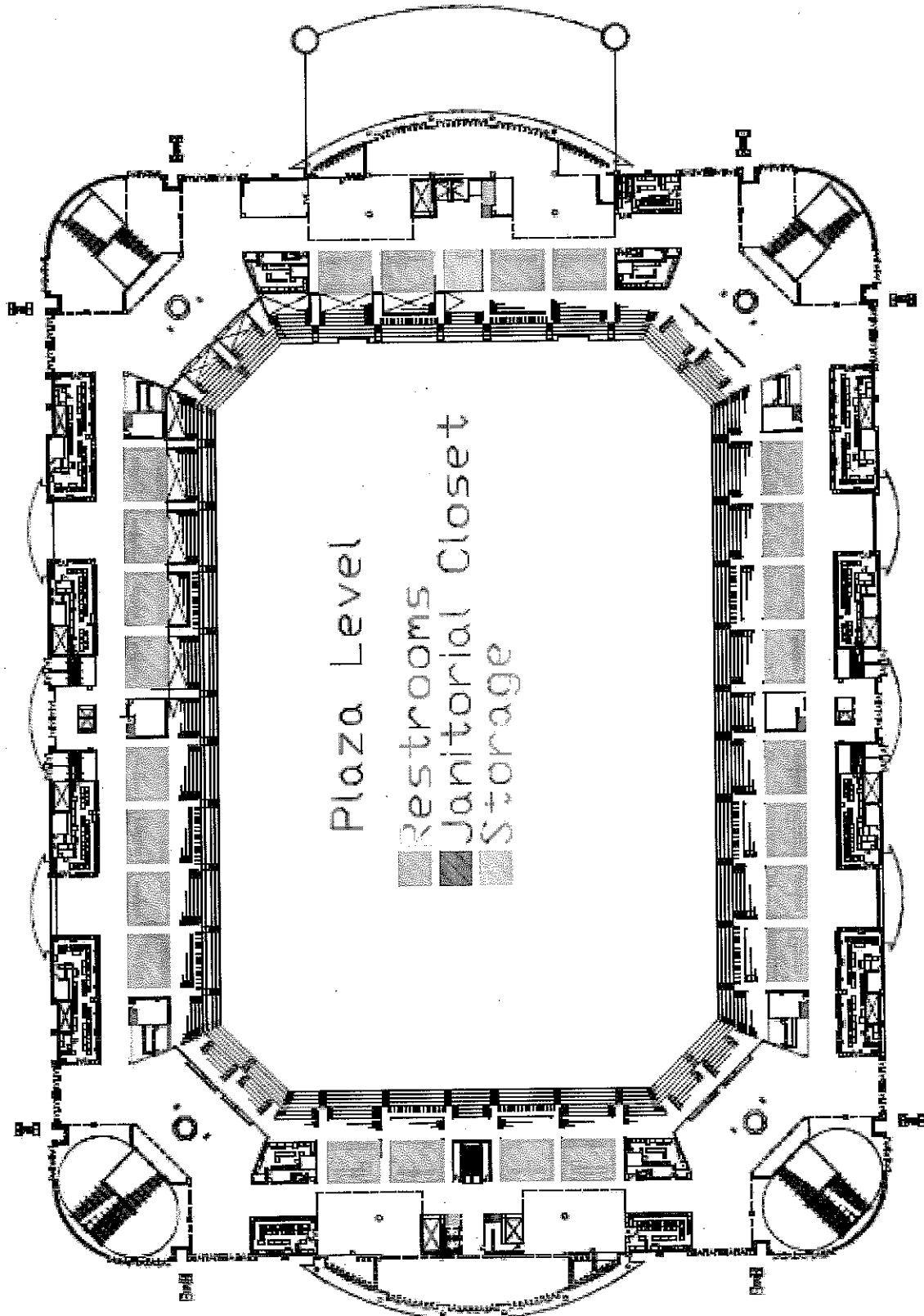
RFCSP ATTACHMENT L

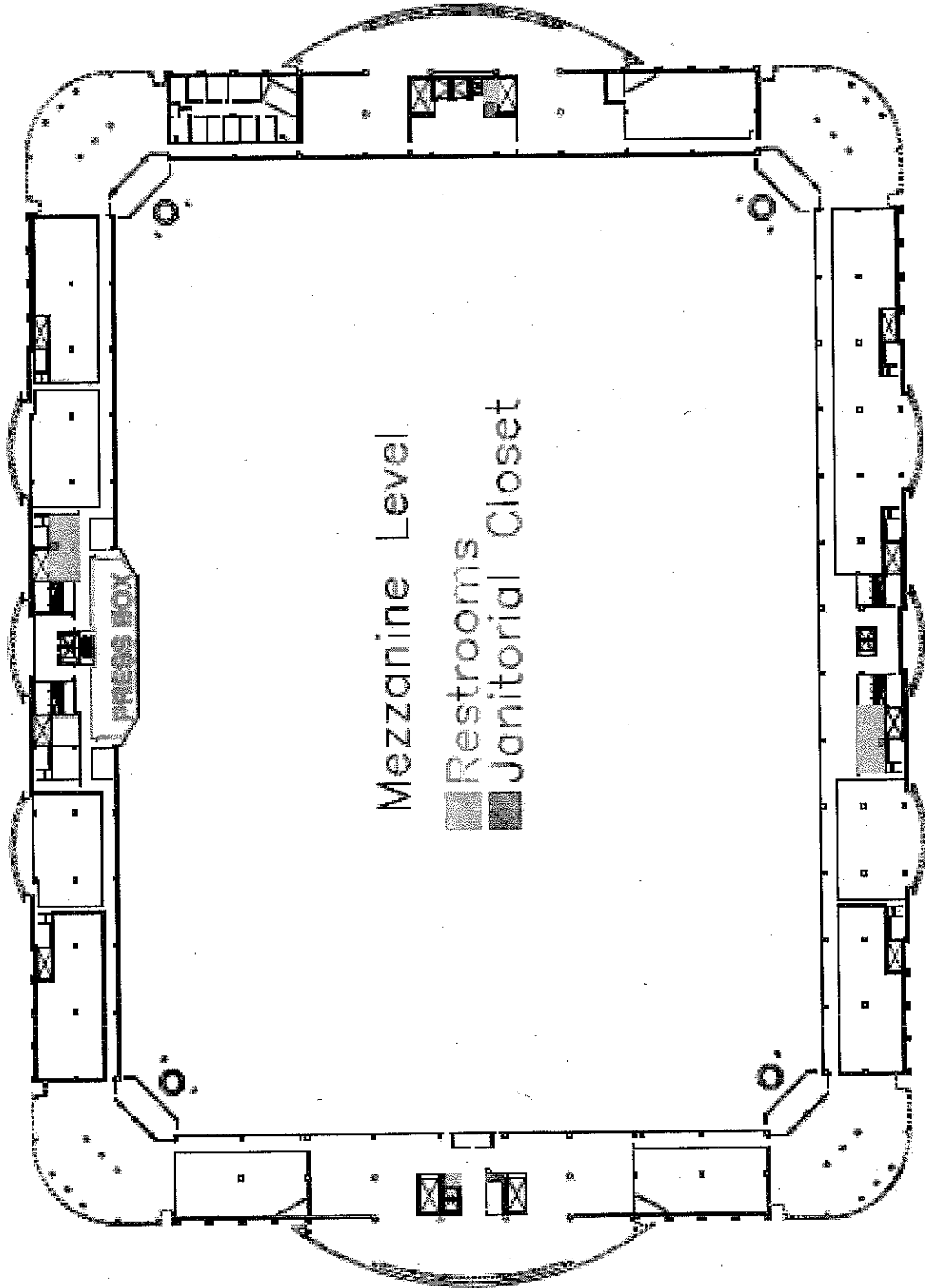
FLOOR PLANS AND CONTRACTOR'S ASSIGNED AREAS

(Posted as Separate Document)



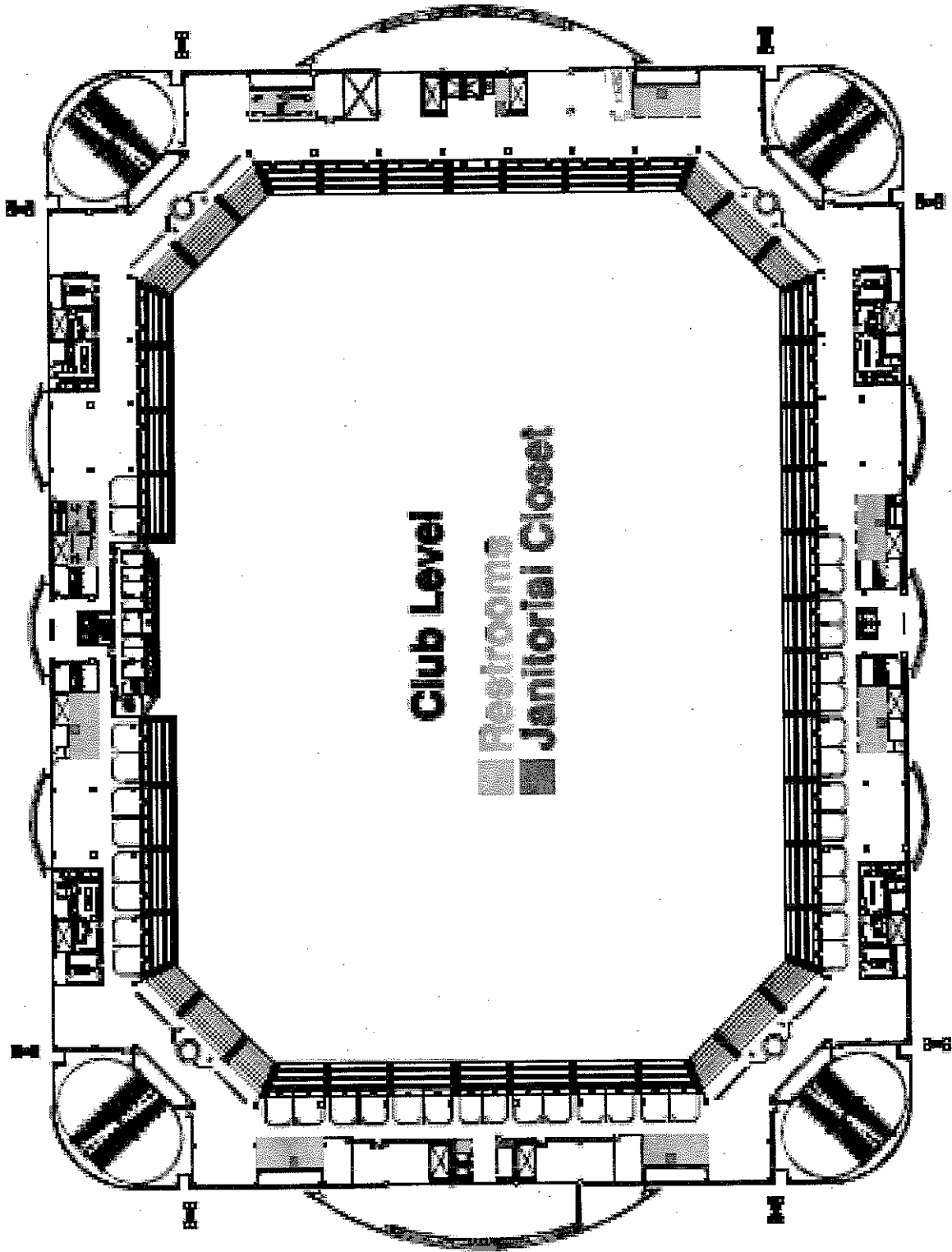
North



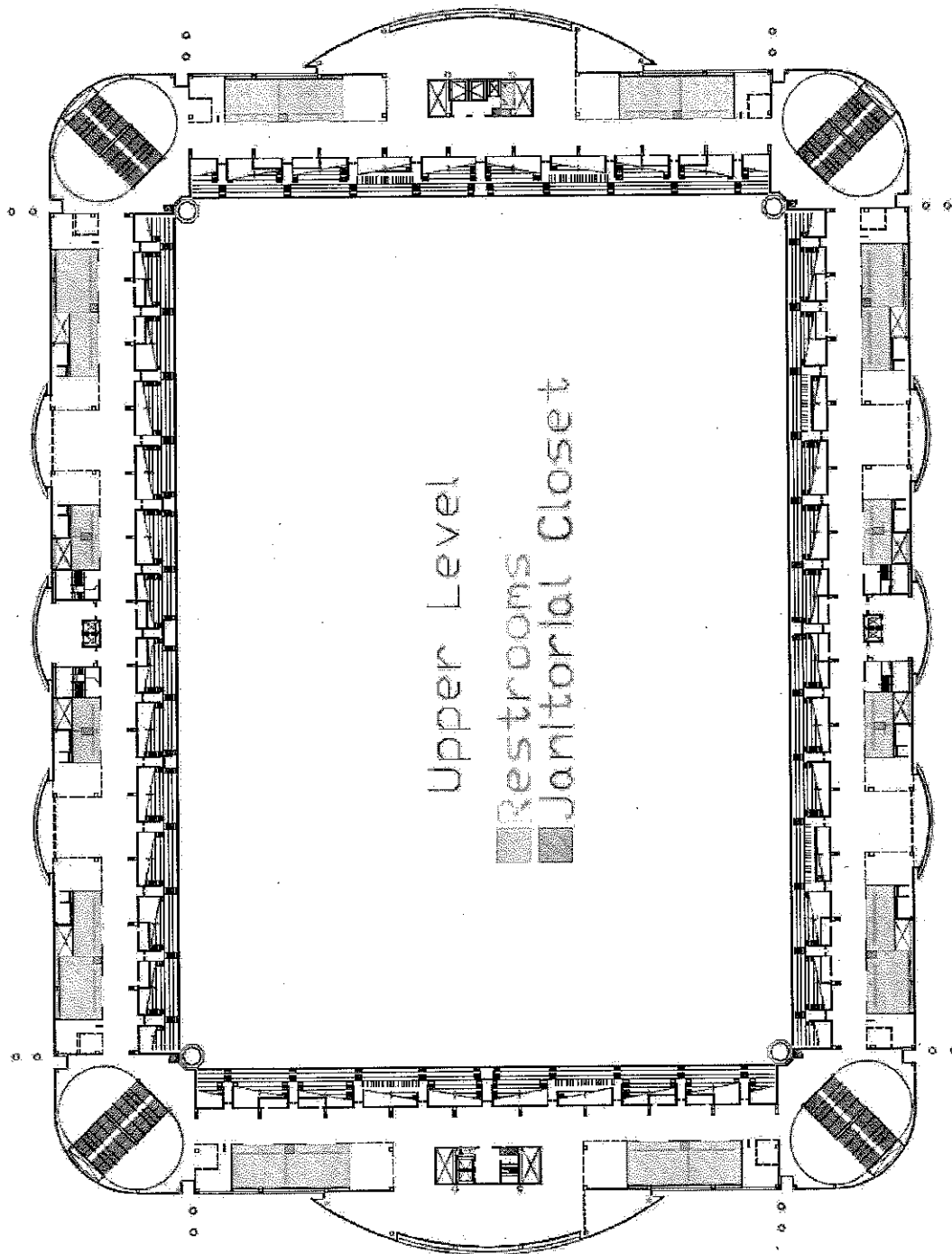


Mezzanine Level

- Restrooms
- Janitorial Closet



Note: There are an additional 14 suites along the east and west sides which are not depicted



RFCSP ATTACHMENT M

NON-DISCRIMINATION LANGUAGE

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

RFCSP ATTACHMENT N

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 Form RFCSP Attachment D	
* SBEDA Form RFCSP Attachment E; and Associated Certificates, if applicable	
Veteran-Owned Small Business (VOSB) Preference Program Tracking Form RFCSP Attachment F	
Proposal Bond and Associated Power-of-Attorney	
Proof of Insurability (See RFCSP, Section 005, Supplemental Terms and Conditions) Insurance Provider's Letter Copy of Current Certificate of Insurance	
Financial Information – RFCSP Section 003, Part B	
* Signature Page (only required for a hard copy submission) RFCSP Section 007.	
Proposal Checklist RFCSP Attachment N	
One (1) Original, Eight (8) copies 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. Be sure they are signed prior to submittal of proposal.

Attachment O

Redacted Pre-Submittal Conference Sign-in Sheets

(Posted as Separate Document)

City of San Antonio - Convention and Sports Facilities Department
 RFCSP - Annual Contract for Custodial and Supplemental Conversion/Labor Services for the Alamodome
 Pre-Submittal Conference

February 25, 2014; 10:00 a.m. Central Time

Phone

Email Address

Name (Print Legibly)

Company

Mark A. Ramirez	Goodwill
Tom Polch	Goodwill
Gregg Wilkenson	Goodwill
Carlos G. Prieto	DFS
Luis Williams	ISS
Francisco Lopez	ISS
Jarvis Moore	Jarvis Labor Staffing Solutions

Carlos Cuellar Pritchard Sports
 Kevin Robertson LPR Cleaning Solutions

City of San Antonio - Convention and Sports Facilities Department
 RFCSP - Annual Contract for Custodial and Supplemental Conversion/Labor Services for the Alamodome
 Pre-Submittal Conference

February 25, 2014; 10:00 a.m. Central Time

Name (Print Legibly)

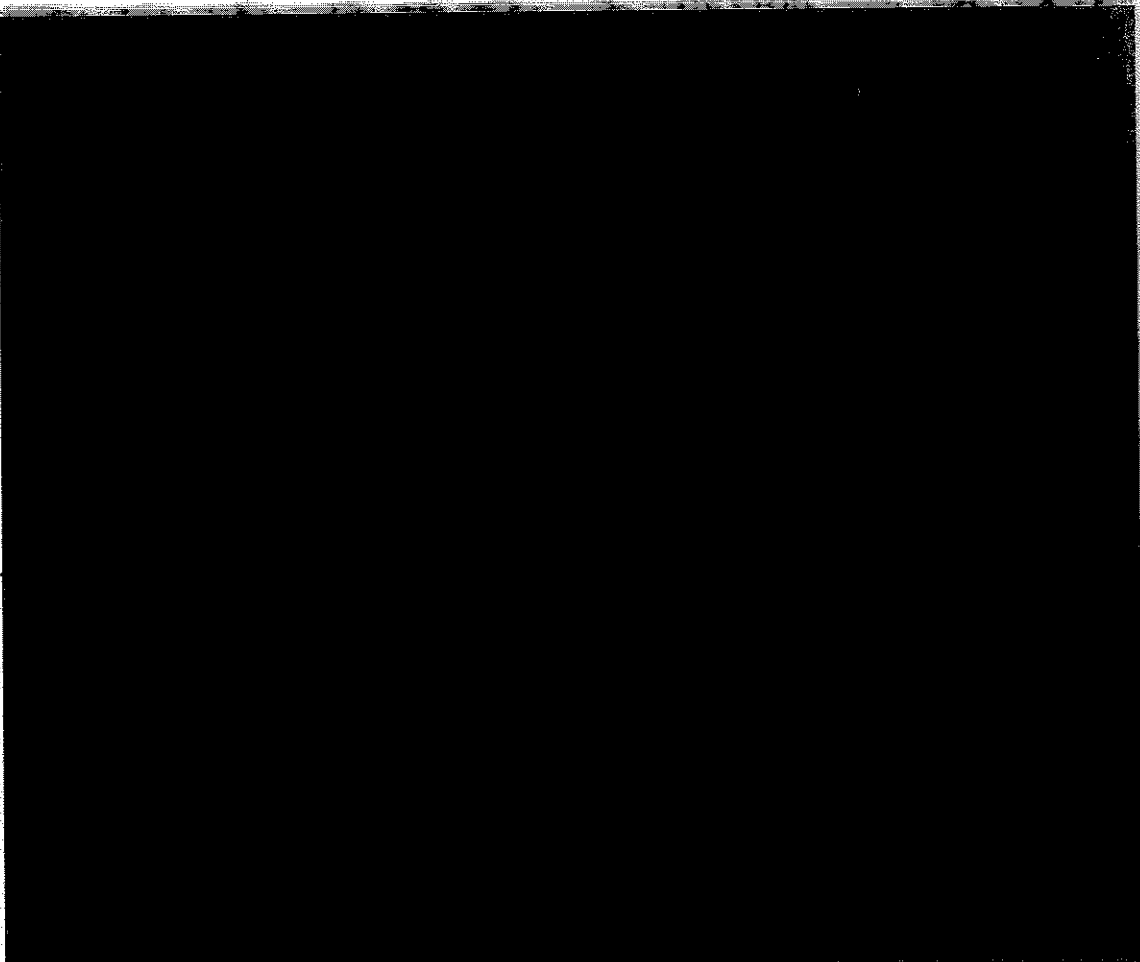
Company

Email Address

Phone

Bradley Clay	Able Building Maintenance
Theodor G. Kuennen	COSA CSR
Francisco Aguilera	F&C Quality Services
Melania Merien	Selrico Svc.
Roger Molina	Selrico Services
Flavius Euristhe	The RIMA Group
Regina Monroe	GIS
Warren Smith	SMITH BUSINESS SVC

Nike Delgado 3CS



City of San Antonio - Convention and Sports Facilities Department
 RFCSP - Annual Contract for Custodial and Supplemental Conversion/Labor Services for the Alamodome
 Pre-Submittal Conference

February 25, 2014; 10:00 a.m. Central Time

Name (Print Legibly)

Company

Email Address

Phone

KENNETH DENBERSON	KNS Sanitorial Service		
Shassell Kemp	KJ Service		
Samuel Goodwin	Goodwin Minor Maint.		
DAVID LOZANO	VISION CONSP.		
ANNAL BECERRA	GO PRO		
Geoffrey Emsbeck	"		
Dolores A. Amador	TDC SERVICES, INC Sanitorial		
Venita Sneed	Lone Star Janitorial		
Marcelo Gueza	ATI		
MANUEL ESPINO	VERACLEAN SAN.		

City of San Antonio - Convention and Sports Facilities Department
 RFCSP - Annual Contract for Custodial and Supplemental Conversion/Labor Services for the Alamodome
 Pre-Submittal Conference

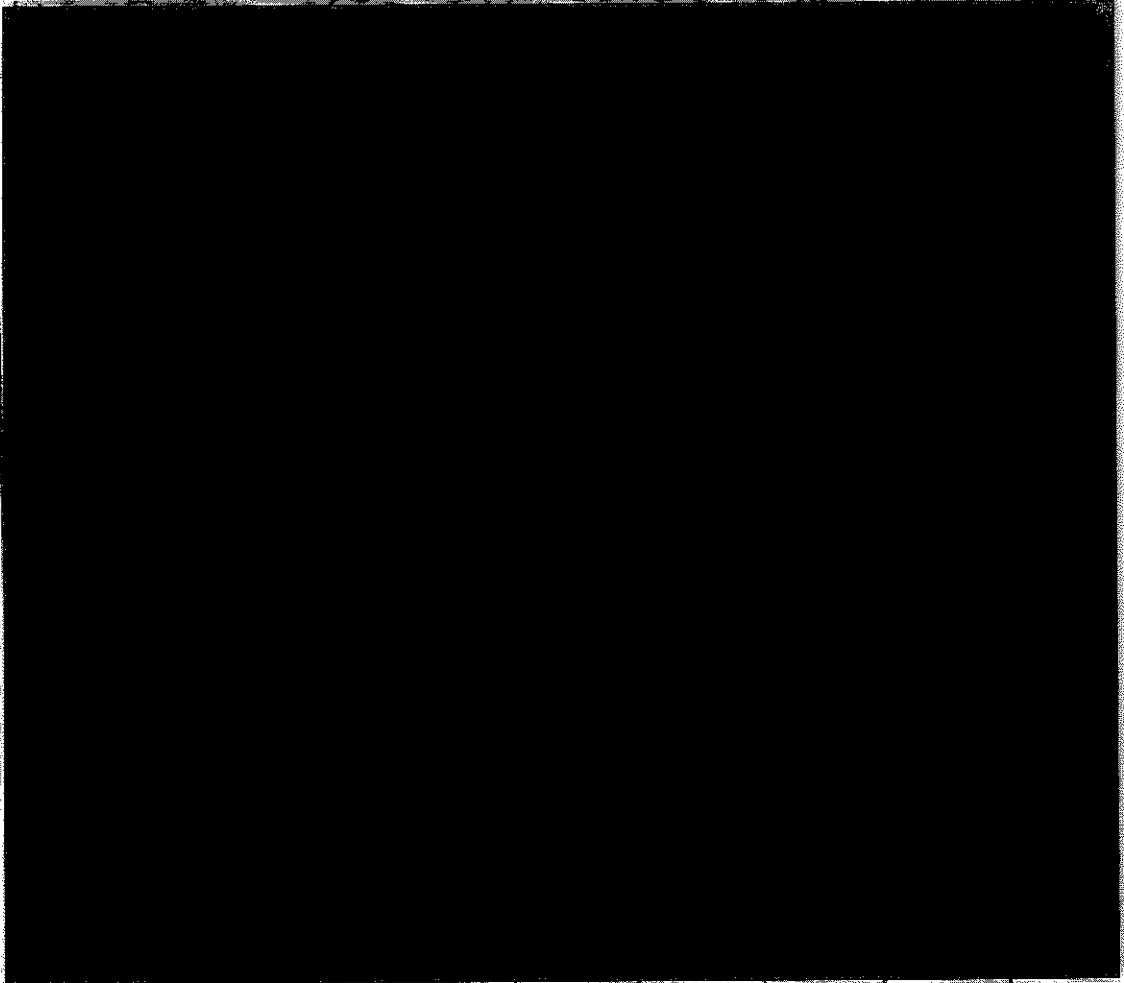
February 25, 2014; 10:00 a.m. Central Time

Name (Print Legibly)

Company

Phone

Email Address



Richard Tovar	Labor on Demand
Richard Terano	Postemski-Teritorial
PATRICK REYNA	P&C CLEANING SERVICE
Tom Norman	ABM
Ron Peder	ABM
AL DWIGNS	VULCAN
ED FERRAS	SKSA
FRANK PEINADO	JANITORING
DAVID MAYER	PRITCHARD SPORTS + ENTERTAINMENT

Donna Martinez Dependable Business Solutions
JINA Hoffmeyer-Jones " "

Steven J. Gonzales TCHSIVUFS

Name Com Email Phone

Marcelino Lopez Volt Workforce

Roxanne Retail Express Employment Professionals

Dustin Landes City Wide Maintenance of SA

Debra Light COSA - Purch

Linda Beal COSA - Purchasing

Attachment P

Small Business Office 2-25-14 Pre-Submittal Conference Presentation

(Posted as Separate Document)

Project Name: Annual Contract for Custodial and Supplemental Conversion/Labor Services for the Alamodome
Pre-Submittal Date: February 25, 2014
SBEDA Affirmative Procurement Initiatives: SBE Prime Contract Program 15 Points, Minority and/or Women-Owned Business Enterprise (M/WBE) Subcontracting Program at 25%

I. SBE Prime Contract Program

- Small Business Enterprise (SBE) prime respondents certified with the South Central Texas Regional Certification Agency and headquartered or having Significant Business Presence in the San Antonio Metropolitan Statistical Area (SAMSA) for at least one year proposing at least 51% SBE utilization are eligible to receive **fifteen (15)** SBEDA evaluation preference points
- **No evaluation criteria percentage points will be awarded to non-Small Business Enterprises (non-SBE) prime respondents by subcontracting to certified SBE firms**

II. Minority and/or Women-Owned Business Enterprise (M/WBE) Subcontracting Program

- **SUBCONTRACTING IS A REQUIREMENT**
- **25%** of the total contract value must be subcontracted to certified M/WBE(s) designated within San Antonio Metropolitan Statistical Area (SAMSA)
- **CERTIFIED M/WBEs MUST ALSO BE CERTIFIED AS SBEs**
- Respondents must demonstrate their intent to accomplish this requirement by submitting the appropriate documentation with their response (**Subcontractor/Supplier Utilization Form**)
- Failure of a respondent to submit the Subcontractor/Supplier Utilization Form or meet the subcontracting requirement will deem its response nonresponsive
- **M/WBE Prime participation does NOT count towards M/WBE Subcontracting goal**

III. Eligibility Criteria

1. Certified through the South Central Texas Regional Certification Agency (SCTRCA)
 - o SBE and M/WBE (AABE/ABE/HABE/NABE/WBE)
2. Perform commercially useful function
3. Headquartered in the SAMSA (Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina, or Wilson) for at least one year **OR** demonstrate significant business presence by showing 20% of the total company employees are regularly based in SAMSA
4. Submit the Subcontractor/Supplier Utilization Form with response

SBEDA staff can assist with priority certification while solicitation is open but this does not guarantee certification by solicitation close date. For additional information, contact Edson Zavala at 210-207-3962 or email edson.zavala@sanantonio.gov

IV. Waivers & Exceptions

- A full or partial waiver of a specified subcontracting goal may be requested, for good cause, by submitting the *Respondent/ Vendor Subcontracting Waiver Request* form **with** the solicitation response
 - o Form is available at <http://www.sanantonio.gov/SBO/Forms.aspx>
 - o Waiver request must fully document subcontractor unavailability despite good faith efforts to comply with the goal
 - o Please refer to the Good Faith Effort Tips Sheet for SBEDA waiver for additional information on how to complete a *Respondent/Vendor Subcontracting Waiver*
<http://www.sanantonio.gov/Portals/0/Files/SBO/Forms/GFETips07232013FinalVersion.pdf>

Project Name: Annual Contract for Custodial and Supplemental Conversion/Labor Services for the Alamodome
Pre-Submittal Date: February 25, 2014
SBEDA Affirmative Procurement Initiatives: SBE Prime Contract Program 15 Points, Minority and/or Women-Owned Business Enterprise (M/WBE) Subcontracting Program at 25%

- Respondent may request, for good cause, an Exception to the application of the SBEDA Program by submitting the *Exception to SBEDA Program Requirements Request* form **with** the solicitation response
 - Form available at <http://www.sanantonio.gov/SBO/Forms.aspx>
 - Exception request must fully document why:
 - ◆ Value of contract is below \$50,000;
 - ◆ No commercially-useful subcontracting opportunities exist; or
 - ◆ Type of contract is outside scope of the SBEDA Ordinance

Please note that Vendor Subcontracting Waiver and Exception forms are subject to SBO approval. For additional information and assistance contact Edson Zavala at (210) 207 – 3962 or edson.zavala@sanantonio.gov.

V. Certified Vendor Information

- The City of San Antonio has a new and improved vendor search function. Please visit the COSA Vendor Listing at <http://sanantonio.gov/purchasing/vendorlisting.aspx> to view or download a listing of certified and non-certified vendors registered with the City. For assistance please contact Edson Zavala at (210) 207 – 3962 or edson.zavaia@sanantonio.gov

VI. Central Vendor Registry (CVR)/San Antonio eProcurement System (SAePS)

- All contractors/consultants and their subcontractors/ sub-consultants wishing to do business with the City must first register in the CVR/ SAePS
- To begin the registration process, please go to:
<http://www.sanantonio.gov/purchasing/SAePS.aspx>
- For technical assistance please contact Edson Zavala at (210) 207 – 3962 or edson.zavala@sanantonio.gov

VII. SBDC Procurement Technical Assistance Center (PTAC)

- The University of Texas at San Antonio Small Business Development Center (SBDC) Procurement Technical Assistance Center (PTAC) is a specialty center of the South-West Texas Border SBDC Network. The SBDC PTAC provides assistance to small, minority and/or woman-owned business enterprises to expand their business into federal, state, regional, county, and local markets with government agencies, and military installations. PTAC staff provides advising, training and networking opportunities through specialized classes, monthly networking meetings, matchmaking events, and one-on-one assistance.
- For assistance with bid and proposal preparation, call (210) 458-2458 or email ptac@utsa.edu to make an appointment with a business advisor.

Attachment Q

Good Faith Effort Tips for SBEDA Waivers

(Posted as Separate Document)

Good Faith Effort Tips for SBEDA Waivers

- 1. Attend Pre-Submittal Conference:** Respondent should indicate whether they attended the relevant pre-submittal conference.

Tip: To receive credit for attending a pre-submittal conference, the attendee must be a person who will be directly involved with the project (i.e., owner, project manager, estimator, etc.). The Economic Development Department's (EDD) Small Business Office (SBO) will obtain a copy of the sign-in sheet to confirm attendance.
- 2. Subdivide the Work:** Respondent should demonstrate subdivision of the work into commercially useful disciplines or work elements that can be economically performed by certified small, minority and/or women-owned business enterprises (S/M/WBEs), when feasible. It is the respondent's responsibility to demonstrate that sufficient work was made available to S/M/WBEs to meet specified SBEDA requirements.

Tip: The work should be subdivided into categories or disciplines to allow for maximum SBE and M/WBE participation. For example:

Project Name:	Annual Contract for Various Departments Lawn Maintenance
Work Elements:	Grounds Maintenance – 50%
	Landscaping – 20%
	Irrigation System Maintenance and Repair – 10%
	Litter/Removal Services – 10%
	Weed and Vegetation Control – 10%
- 3. Advertise:** Respondent should advertise in general circulation, trade publications, or minority/women's business focused media for S/M/WBE subcontractors at a reasonable time prior to the bid due date. A copy of the advertisement, showing the advertisement date(s), name of publication(s), type of work and amount of work being solicited, must be provided.

Tip: A copy of the advertisement should be submitted, including the date(s) of advertisement and name of publication.
- 4. Use Public Databases and Minority/Women's Business Focused Organizations/Services:** Respondent should provide evidence of using the City's NIGP Search website, the South Central Texas Regional Certification Agency (SCTRCA), and other organizations' vendor directories/listings to solicit S/M/WBE subcontractors.

Tips: a.) Respondents may acquire a list of potential S/M/WBE subcontractors from the COSA Vendor Listing at <http://sanantonio.gov/purchasing/vendorlisting.aspx> through NIGP code search engine ; b.) SCTRCA's online listing of S/M/WBEs is available at <http://sctrca.org/>; c.) Respondents may use the services and assistance of the SBA, local chambers of commerce, S/M/WBE business associations, and other local outreach programs for locating and contacting S/M/WBEs; d.) To confirm if a potential S/M/WBE subcontractor meets the City's SBEDA program eligibility, the respondent may contact EDD's SBO; e) Contact the Small Business Office
- 5. Provide Relevant Information to Small Businesses:** Provide documentation that respondent provided S/M/WBEs with information regarding contract requirements, solicitation timing, and how to obtain plans and specifications, at a reasonable time (7-10 days) prior to the bid due date.

Tip: This documentation can include ad copies, emails, faxes or any other correspondence between respondent and S/M/WBEs indicating outreach efforts.
- 6. Directly Solicit Small Businesses:** Respondent must provide documentation of directly soliciting S/M/WBE subcontractors. Copies of emails and fax notices sent directly to SBEs and M/WBEs should be submitted. A direct solicitation may include the type of work, amount of work, and a brief specific description of the work being solicited.

Tip: Send emails or faxes to S/M/WBEs detailing the specific scope of work determined would lend to a subcontracting opportunity. Follow-up with a call to the S/M/WBEs to make sure they received your email or fax (some emails go directly to spam boxes). Document the S/M/WBE company name, contact person, phone number/email address, certifications, result of contact (left message, no answer, etc.) bid received and reason for rejection.
- 7. Offer Assistance:** Respondent must provide documentation of efforts to assist S/M/WBEs in obtaining bonding, insurance or equipment.

Tip: Submitting the offer to assist with bonding/insurance/equipment included in the ad copy, emails and/or fax correspondences during S/M/WBE outreach efforts satisfies this requirement.
- 8. Document bid and negotiation results:** Respondent should negotiate in good faith with interested S/M/WBEs. The respondent should provide documentation of all the negotiations with S/M/WBEs, unsuccessful and/or bids received but not accepted, and provide the following contact information: company name, telephone number, contact person, price bid (if applicable) and the reasoning for rejecting the bid for each unsuccessful bid.

Tip: If price was the reason for rejecting the bid, the respondent should document the price bid by both the rejected S/M/WBE and the accepted low bidder for that particular scope of work.
- 9. Follow-Up with Vendors:** Respondents must show evidence that they conducted a strong effort to include S/M/WBEs in their response.

Tip: Provide evidence that respondent attempted to reach S/M/WBEs multiple times and provide documentation of response from S/M/WBEs contacted.
- 10. Fill out SBEDA Respondent/Vendor Subcontractor Waiver Request located at <http://www.sanantonio.gov/SBO/Forms.aspx> and attach all Good Faith Effort documentation.**

Tip: Respondents must submit this form with documentation or the waiver request will not be processed by the EDD SBO. As a reminder, respondents must also submit the Subcontractor/Supplier Utilization Plan with their response.

010 - RFCSP EXHIBITS

RFCSP EXHIBIT 1

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/SBO/Forms.aspx>) 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/SBO/Forms.aspx>) 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.

Evaluation Preference – an API that may be applied by the Goal Setting Committee ("GSC") to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime CONTRACTORS or Respondents.

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 1/16th 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.

Points – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, and Other Services contracts (e.g., up to 10 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

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.

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.

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.

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.

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**

MWBE Subcontracting Program. In accordance with SBEDA Ordinance Section III. D. 8. (d), this contract is being awarded pursuant to the MWBE Subcontracting Program. CONTRACTOR agrees to subcontract at least **twenty-five percent (25%)** of its prime contract value to certified MWBE firms headquartered or having a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA). The Subcontractor / Supplier Utilization Plan that CONTRACTOR submitted to CITY with its response for this contract (or, as appropriate, that it agrees to submit during the price proposal negotiation phase of this contract), and that contains the names of the certified MWBE Subcontractors to be used by CONTRACTOR on this contract, the respective percentages of the total prime contract dollar value to be awarded and performed by each MWBE Subcontractor, and documentation including a description of each MWBE Subcontractor's scope of work and confirmation of each MWBE Subcontractor's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Agreement. In the absence of a waiver granted by the SBO, the failure of CONTRACTOR to attain this subcontracting goal for MWBE firm participation in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and grounds for termination of the contract with the CITY, and may result in debarment from performing future CITY contracts, withholding of payment for retainage equal to the dollar amount of the underutilization below the agreed upon MWBE subcontracting goals, and/or shall be subject to any other remedies available under the terms of this Agreement for violations of the SBEDA Ordinance, or under any other law.

Subcontractor Diversity: The City of San Antonio strongly encourages each bidder to be as inclusive as possible, and to reach out to all segments of the MWBE community in its efforts to exercise good faith in achieving the MWBE subcontracting goal of 25% that has been established for this contract. While the relative availability of ready, willing, and able firms within various ethnic and gender categories will vary significantly from contract to contract based upon the particular trades that are involved, overall in the San Antonio Other Services industry, as reflected in the City's Centralized Vendor Registration system for the month of February 2014, African-American owned firms represent approximately 2.06% of available subcontractors, Hispanic-American firms represent approximately 11.40%, Asian-American firms represent approximately 0.86%, Native American firms represent approximately 0.19%, and Women-owned firms represent approximately 5.08% of available other services subcontractors.

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 2

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSB) ORDINANCE

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

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