

CITY OF SAN ANTONIO

DEVELOPMENT SERVICES DEPARTMENT



REQUEST FOR PROPOSAL ("RFP")

for

DANGEROUS PREMISES ABATEMENT LOT CLEARING AND SECURING OF STRUCTURES

6100005732 (RFP 15-022)

Release Date: FEBRUARY 25, 2015

Proposals Due: April 1, 2015 at 2:00 p.m. Central Time

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003 – BACKGROUND

The City of San Antonio (“City”), Development Services Department (DSD), is soliciting a Request for Proposal, (RFP), for Dangerous Premises Abatement - Lot Clearing and Securing of Structures in accordance with the specifications listed herein.

When an unoccupied/unsecured structure or premises is declared a danger to the public health and safety or has been vandalized by graffiti, the City may have the structure or premises cleared and secured and/or the graffiti abated at the owner’s expense, pending further action to recover the City’s costs.

The City is soliciting proposals for such service and any person(s) or firm(s) who wishes to participate in the abatement of lots may submit proposals providing they meet the specifications and requirements described herein. For additional information about the Code Enforcement Unit, please visit: <http://www.sanantonio.gov/ces/default.aspx>

004 - SCOPE OF SERVICE

The City is requesting a Contractor(s) to clear and mow properties, paint over graffiti, and, when necessary, secure vacant, accessible structures by attaching plywood to first floor doors and windows. The department anticipates and award of contract to up to four (4) respondents that provide City-wide services at the best value for the City. Award of a contract does not guarantee work.

Selected Respondent(s) shall furnish all labor, supervision, tools, equipment, materials, supplies, parts, transportation, mobilization, insurance, bonds, permits, reports, incidentals, and quality control necessary to provide Dangerous Premises Abatement Lot Clearing and Securing of Structures services on an “as needed basis”. The quantities indicated are estimates only and are in no way binding upon the City. Estimated quantities will be used for the purpose of evaluation. Proposed rates may not exceed the Max Rate provided by the City on attachment B, price schedule.

A. Required Qualifications

The City has established the following Required Qualifications for Dangerous Premises Abatement Lot Clearing and Securing of Structures.

1. Selected Respondent(s) are required to maintain OR obtain, at a minimum, the following equipment, as needed for the performance of the work of this contract. All equipment must be equipped with safe guards as outlined by American National Standards Institute (ANSI) and Occupational Safety & Health Administration (OSHA). Equipment shall be the size and type customarily used in work of this kind and no equipment shall be used which is harmful to the areas being serviced. All equipment must be in good working condition at all times. Selected Respondent(s) may rent or lease equipment if not owned however equipment should be readily available at the start of the contract and throughout the contract term. The City will not be responsible for costs associated with the purchase, upkeep or rental of equipment to satisfy contract work.

Tractor, 19 hp & less	Edger
Tractor, greater than 19 hp	String Trimmer
Commercial ride-on mower	Leaf Blower
Commercial stand-on mower	Refuse Trailer
Dump Truck	Front End Loader
Chainsaw	15' Batwing Mower

2. Selected Respondent(s) shall have a valid City Tree Maintenance License. Details regarding the license can be found at the link below:
<http://www.sanantonio.gov/dsd/environmental.asp>
3. Selected Respondent(s) shall have a minimum of three (3) years continuous experience in providing lot clearing and securing of structures services similar to required services as outlined in this RFP. Lot clearing and securing of structures must be a primary line of business for the Respondents'.
4. Selected Respondent(s) shall maintain a permanent place of business located within Bexar County, Texas; be in business for a minimum of three (3) years; and employ qualified personnel to ensure vendor performance in accordance with all outlined requirements.
5. Selected Respondent(s) shall have the minimum insurance requirements as outlined in this RFP.
6. Selected Respondent(s) shall have a cell phone and a working email address for communication with the City at all times.
7. Selected Respondent(s) shall have a laptop or tablet capable of viewing PDF and Microsoft Office documents.
8. Selected Respondents shall have the capacity to view/edit PDFs as well as Microsoft Office documents such as Word, Excel and PowerPoint.

The following specifications shall apply to a contract awarded pursuant to this RFP:

1. DELIVERY OF SERVICES

- a. Respondents responding to this proposal must be able to provide Lot Clearing and Securing of Structures service twenty-four (24) hours a day, seven (7) days a week, 365-days a year, including holidays, for the duration of the contract. For the purpose of this proposal, normal work hours will be from Monday – Friday, 6:30 AM to 5:00 PM. Any emergency services requested will be billed at the normal rate plus the emergency mobilization fee specified in the final negotiated contract. Respondents will be expected to complete non-emergency work during normal work hours, unless written permission is received from the City to extend the non-emergency work beyond normal work hours.
- b. The City expects the selected Respondent to give “priority” service to any call for services in the City. Response times for Lot Clearing and Securing of Structures services not considered by the City as an “emergency” will be completed within **three (3) business days** of receiving the work order. An emergency response is when any Lot Clearing and Securing of Structures is a matter of public or personal safety and is determined as an emergency by the City, and must be answered within **two (2) hours** of receiving the call; therefore, reliable emergency response capabilities are critical. The City reserves the right to determine when a call is considered an “emergency”. Due to the number of locations to be serviced under this proposal, it is imperative that the selected Respondent have qualified local service personnel employed during the duration of the contract. Work that cannot be completed (e.g. inclement weather) within the mutually agreed upon time frame must be approved in advance by the City. The City reserves the right to terminate the Work Order with the selected Respondent and solicit outside quotes if the required time frame cannot be met.
- c. Respondents shall be notified via email of pending work orders.
- d. All unique requirements and or regulations for each location shall be strictly followed by the selected Respondent and the selected Respondent's employees. PRIOR to performing any work, the selected Respondent's personnel shall make contact with the City to inform them of their presence, and the purpose of their visit.
- e. The City shall review and test the selected Respondent's work and confirm it is acceptable and in compliance with the contract. The determination of acceptance shall be within the sole discretion of the City.

2. CLEARING PARCELS

- a. The Selected Respondent shall pick up and legally dispose of any and all size of brush, tree limbs, trees, leaves, grass/weed clippings, trash, and rubbish within the assigned work location. The Selected Respondent shall remove and legally dispose all rocks, bricks, gravel piles, or dirt mounds within the assigned work area. These materials shall not be left on site. Contract price will include all charges for labor related to removing these items from a location.
- b. Assigned work locations shall be cleared from the middle of the alley to the curb line of the street and from side property line to side property line.
- c. With recommendation of the Code Officer and Supervisor, and approval by City Arborist, dead trees and/or limbs may require cutting/trimming and removal from the property.
- d. Lots three (3) acres and less shall be cut/removal of debris completely unless otherwise specified by the Code Officer or Supervisor.
- e. Lots larger than three (3) acres shall be cut/removal of debris according to the Code Officer's specifications.

3. DESCRIPTIONS OF DEBRIS (TO BE USED AS A GENERAL GUIDE)

- a. Light Debris – Examples include grass clippings, high weeds (more than 12 inches in height), leaves, paper and plastic litter items, and discarded clothing and textiles of all sorts.
- b. Moderate Debris – Examples include trash items, including, but not limited to the following: aluminum or tin cans, toys, bottles, household items (e.g., dishes, tableware, pots and pans, etc.) etc.
- c. Heavy Debris – Examples include appliances, toilets, furniture, tires, tree trunks, tree limbs, branches, etc.
- d. Extra Heavy Debris – Examples include discarded lumber, construction building materials, bricks, gravel, dirt mounds, big rocks, etc.

The contract price for removal of debris in the above categories will include all charges for labor related to clearing these items from a location. No additional fees for labor will be accepted or paid.

4. MOWING AND TREE REMOVAL

- a. Mowing height shall be less than three inches (3"). Plant material & grass clippings that result from mowing /trimming must be removed. All paved areas, including sidewalks; curbs, gutters, and streets must be free of all plant material & clippings. Extreme care must be taken to prevent injury and damage to property. All areas must be left in a clean condition.
- b. Tree(s) may not be removed unless prior written authorization has been provided by the Code Officer and City Arborist.

5. SECURING STRUCTURES

- a. Any accessible doors or windows shall be boarded and secured, including windows and doors with burglar bars, unless otherwise specified on work order.
- b. The following material shall be used to secure structures and all material shall be new: 5/8" CDX plywood, 2" X 4" lumber, 3/8" carriage bolts with nuts & washers, & common nails.
- c. Plywood shall extend past jambs and have bolts and nails at 6" spacing around the outside of the opening.

- d. Plywood on the front door opening will not include bolts, but will include only nails at 6" spacing around the outside of the opening.
- e. All first floor openings 4' X 8' or smaller require a solid sheet of plywood (no splicing) unless specified otherwise on the work order. All plywood shall be painted solid white or gray.
- f. Only first floor openings larger than 4' X 8' shall be considered for splicing, all splicing shall use only lumber, plywood, bolts & nails, and all splices shall be fastened as approved by the City. All lumber and plywood shall be painted solid white or gray.

6. GRAFFITI ABATEMENT

- a. All structures, objects and/ or fences that have been vandalized with graffiti shall be painted as indicated in the Work Orders.
- b. The following material shall be used to paint graffiti: solid white paint, solid grey paint or upon request of the City, colored paint must be used to match the structure's existing color; Exterior latex paint suitable for various exterior surfaces.

7. WORK PERFORMED

All work performed is subject to inspection and approval by the City, and any modification to these specifications must be in writing from the DSD. Unsatisfactory work shall be redone by Selected Respondent at Selected Respondent's expense. The City will not pay for unsatisfactory work. Failure to perform satisfactory work may result in termination of contract.

8. TRAINING

Selected Respondent shall provide training for its employees, and any subcontractors, in Selected Respondent's best practices, safety and procedures, including properly transporting and disposing of debris.

9. SAFETY EQUIPMENT

The contractor shall control site safety and security at all times of actual working conditions and provide any safety equipment including, but not limited to, barricades tape or other means to control access to limit unauthorized persons for the safety of the public and City staff while performing services. Contractor shall be prohibited from posting signs which advertise their business at the designated sites. Costs associated with site security and safety are considered incidental to the project and should be included in the appropriate unit prices on attachment B Price Schedule. Work methods and quality control measures are the responsibility of the Contractor. However, at its discretion, the City reserves the right to disapprove or suspend work methods considered unsafe, illegal, or detrimental to the project, the public health, safety, or welfare.

10. WORK SITE

The contractor shall assume full responsibility and liability for and act prudently in all aspects of handling, transport and disposal of any hazardous materials, securing any licenses and permits required by law and ensuring that any disposal facility to which any scrap, waste or hazardous materials may be moved are in compliance with Federal, State, and local laws and regulations. It shall be the responsibility of the Contractor to remove from the job site and properly dispose of all refuse at the end of each workday. Contractor is prohibited from salvaging and/or recycling of all or any materials generated or found within the project site. Materials and equipment left on site overnight shall be clearly marked and identified so as to ensure public safety. No materials or equipment shall be left on site over a weekend unless arrangements have been made with and approved by the City. At its own risk, Contractor shall be responsible for any materials or equipment left on site. Any loss of materials or equipment due to theft, vandalism, etc. shall be the responsibility of the Contractor.

11. WASTE MATERIALS

All waste materials, including any and all tires (new or used), any and all brush, tree limbs, leaves, grass/weed clippings, trash, and rubbish removed from the location specified on the Work Order, shall be transported by a

City authorized and City permitted hauler to an authorized disposal facility as described in this section and in compliance with all applicable regulations and local permitting requirements. Transports shall be insured, licensed, and permitted by the state, federal, and local agencies, as appropriate for the waste material that is to be hauled. The Contractor and its sub- Contractors, if any, shall provide proof of licenses and permits, as required prior to commencing the work. Transport vehicles shall be in good working condition. All loads must be covered with a tarp or other suitable means to prevent dispersion of waste materials. The City reserves the right to order transporters removed from the site if the vehicle is not in good working condition, lacks a local permit, or does not have a cover, or for any other reason the City deems necessary to either ensure compliance with the contract or health and safety concerns. All transporters shall haul waste material directly to the disposal facility from the demolition site and shall not spill or track mud, dirt, or waste on the street in route to the disposal facility.

- a. All waste must be disposed of at an authorized landfill permitted by the State of Texas to accept such waste. Contractor shall show proof of current authorization for disposal at licensed and permitted landfill(s). Waste containing no regulated asbestos-containing material may be disposed of at a Type I or Type IV landfill authorized to accept such waste (Defined in the Texas Administrative Code [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=30&pt=1&ch=330&rl=5](http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=30&pt=1&ch=330&rl=5)). Waste that may contain regulated asbestos-containing material shall only be disposed of at a Type I landfill authorized to accept such waste. Receipts for disposals shall be kept on file at the Contractor's office for no less than three (3) years, and for so long as any unresolved transport manifest issue may be pending as a regulatory enforcement action. The receipts shall be available for City inspection during such times.
- b. The contractor shall manifest all waste material that is required to be manifested. The contractor shall prepare all manifests, as necessary, and arrange for any special waste authorizations with the state or disposal facility for disposal. All coordination with the state and the disposal facility for disposal approval shall be the contractor's responsibility. Unless alternative written direction is provided by the City and agreed to by the contractor, the City department requesting the service is the Generator for the wastes identified in the work orders. The City Inspector or other authorized City representative will sign all manifests as the Generator. The Contractor or the Contractor's transporter shall sign the manifest as the transporter. The disposal facility shall sign the manifest upon acceptance at the disposal facility, and the original signed manifest shall be promptly returned to the City. Manifests not returned to the City within the designated state and federal timelines, will prompt the City to make the appropriate Texas Commission of Environmental Quality (TCEQ) or U.S. Environmental Protection Agency (EPA) exception report. Payment will not be made until the original manifest is returned to the City. It shall be the contractor's responsibility to locate delinquent manifests. Contractor shall be fully responsible and liable for all consequential regulatory liability, third party, and City damages that may arise or be asserted on account of un-manifested or delinquent manifested wastes.

12. UNIFORM AND ID BADGES

Selected Respondent(s) shall ensure that all Respondent personnel, including all subcontractors, wear uniforms and an ID Badge at all times.

13. BACKGROUND CHECKS

At its own expense, Contractor shall conduct and coordinate statewide criminal background checks on all employees responsible for performing contractual services prior to beginning work. Contractor employees must not have had any criminal convictions within the past 3 years for a felony, or a crime of moral turpitude. Contractor is required to maintain the proof of background checks.

Contractor shall obtain proof that all personnel assigned to City facilities have had a criminal background check prior to their assignment. The proof shall be provided to the City Parks and Recreation Management Staff upon request.

Contractor shall remove an employee from service under this contract should Contractor become aware that the employee has been convicted of a crime as described above.

Contractor shall retain all employee records, including criminal background checks, for the retention period stated in section 006-General Terms and Conditions, and make them available to City as stated in that section.

14. PERFORMANCE REQUIREMENTS

- a. Contractors shall be notified via email of pending work orders. Work must be completed within three (3) business days from receipt of work order(s), weather permitting. Contractor must communicate any anticipated delays with assigned Code Officer. Under normal circumstances, if work is not completed in three (3) business days, penalties in the form of demerits shall be issued according to the current Development Services Department policy.
- b. All Code Enforcement Officers are required to take "Before" and "After" photos for lot abatements. Contractor must communicate via email or phone with Code Officer for pictures. If no communication is established, penalties in the form of demerits shall be issued according to the current Department policy.
- c. Unsatisfactory work shall be redone at the Contractor's expense. Continued unacceptable work is cause for suspension or permanent removal of the contractor.

The City shall be the sole judge of contractor performance and its decision shall be final.

005 - ADDITIONAL REQUIREMENTS

Intellectual Property.

If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process, or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, Respondent will immediately:

Either:

obtain, at Respondent's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,

alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Respondent further agrees to:

assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement,

assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,

the Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,

the liability claimed shall not have arisen out of the City's negligent act or omission, and the City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

Ownership and Licenses.

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Respondent pursuant to this Contract shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government 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 and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFP, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Respondent, if selected, agrees to comply with all applicable federal, state, and local laws, rules, and regulations governing documents and ownership, access and retention thereof.

006 - TERM OF CONTRACT

A contract awarded in response to this RFP will be for a one (1) year initial term with 1, 1 year option to renew.

007 - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at Finance Department, Purchasing Division, Large Conference Room, Riverview Towers, 111 Soledad, 11th Floor, San Antonio, Texas 78205 at **1:00 p.m., Central Time, on March 4, 2015**. Respondents are encouraged to prepare and submit their questions in writing 3 calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

For non-local Respondent's convenience, the City of San Antonio will make the pre-submittal conference accessible via conference call. If interested to participate via conference call, please RSVP no later than **2:00 p.m. CT on March 3,**

2015 to the contact person located in the Restrictions on Communication Section 011 of this RFP. Please call in promptly at the above scheduled pre-submittal conference date and time using the below dial-in access information:

Conference Call Number: 1-877-226-9790

Access Code: 4511640

This meeting place is accessible to disabled persons. The Riverview Towers are wheelchair accessible. The accessible entrance is located at main entrance. Accessible parking spaces are located at Rand Garage, next door to Riverview Tower. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For 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. Only written responses shall be official and all other forms of communication with any officer, employee, or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

008 - PROPOSAL 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 (1) original, signed in ink, eight (8) hard copies and one (1) 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.

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

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

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

PROPOSED PRICE SCHEDULE. Use the Price Schedule that is found in this RFP as **Attachment B Proposed Price Schedule REV. I dated 3/25/2015.**

CONTRACTS DISCLOSURE FORM. Use the Form in RFP **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 RFP 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 RFP as **Attachment E**.

LOCAL PREFERENCE PROGRAM (LPP) IDENTIFICATION FORM. Complete, sign, and submit LPP IDENTIFICATION Form found in this RFP as **Attachment F**.

VETERAN-OWNED SMALL BUSINESS (VOSB) PREFERENCE PROGRAM IDENTIFICATION FORM. Complete, sign, and submit VOSB IDENTIFICATION Form found in this RFP as **Attachment G**.

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 RFP if awarded a contract in response to this RFP as **Attachment H1**. Respondent shall also submit a copy of their current insurance certificate as **Attachment H2**.

SIGNATURE PAGE. Respondent must complete, sign, and submit the Signature Page found in this RFP as **Attachment I**. 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 RFP as **Attachment J**.

Respondent is expected to examine this RFP 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.

009 - CHANGES TO RFP

Changes to the RFP, made prior to the due date for proposals shall be made directly to the original RFP. Changes are captured by creating a replacement version each time the RFP 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 RFP 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 RFP.

010 - SUBMISSION OF PROPOSAL

Proposals may be submitted electronically through the portal or in hard copy format.

Submission of Hard Copy Proposals.

Respondent shall submit one (1) original, signed in ink, eight (8) hard copies and one (1) copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "**Dangerous Premises Abatement – Lot Clearing and Securing of Structures**" on the front of the package.

Proposals must be received in the Office of the City Clerk no later than **2:00 p.m., Central Time, on April 1, 2015** at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the Office of the City Clerk by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

Office of the City Clerk
RFP for Dangerous Premises Abatement – Lot Clearing and Securing of Structures
RFx 6100005732 (RFP 15-022)
Attn: Development Services Department
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

Office of the City Clerk
RFP for Dangerous Premises Abatement – Lot Clearing and Securing of Structures
RFx 6100005732 (RFP 15-022)
Attn: Development Services Department
100 Military Plaza
2nd Floor, City Hall San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

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.

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and, in the case of hard copy submissions, printed two-sided. Margins shall be no less than 1" around the perimeter of each page. 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 RFP Section Proposal Requirements, and each section and attachment must be indexed and, for hard copy submissions, 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 proposal or may negatively affect scoring.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the due date for submission of proposals and submitted in the same format as original proposal. 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.

Correct Legal Name.

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

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

Firm Offer. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred and eighty (180) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

Confidential or Proprietary Information. All proposals become the property of the 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.

Cost of Proposal. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

011 - RESTRICTIONS ON COMMUNICATION

Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFP or proposals from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFP 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 RFP 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 RFP at the Pre-Submittal Conference.

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **2:00 p.m., Local Time, on March 16, 2015**. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail or through the portal.

Jorge D Figueroa - Procurement Specialist II
City of San Antonio, Finance Department – Purchasing Division
Jorge.figueroa@sanantonio.gov

A Respondent that has an ongoing business relationship with the City may communicate with City employees to the extent necessary to perform the Respondent's duties and obligations related to that business relationship.

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

Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. 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.

Exceptions to the Restrictions on Communication with City employees include:

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form. The point of contact is Diane Nicho. Diane Nicho may be reached by telephone at (210) 207-8088 or by e-mail at Diane.Nicho@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.

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

City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations, initiated by City staff persons, shall not be considered a violation by Respondent of this section.

012 - EVALUATION OF CRITERIA

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

Evaluation Criteria:

A. Experience, Background, Qualifications (30 points)

B. Proposed Plan (30 points)

C. Pricing (10 points)

D. SBE Prime Contract Program (15 points)

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

E. Local Preference (LPP) Ordinance (up to 10 points)

- 10 evaluation points for local businesses headquartered within the incorporated San Antonio City limits, **OR**;
- 5 evaluation points for a business with an office within the incorporated limited of the City, which has been established for at least one year, from which at least 100 of its employees **OR** at least 20% of its total full-time, part-time and contract employees are regularly based; and from which a substantial role in the business's performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

F. Veteran-Owned Small Business (VOSB) Preference Program (5 points)

- 5 evaluation points for a Prime business that is certified as a Veteran-Owned Small Business.

013 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

City reserves the right to award one, more than one or no contract(s) in response to this RFP.

The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.

City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.

City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified by City during the negotiating process, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.

The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.

Conflicts of Interest. Respondent acknowledges that it is informed that 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.

Respondent is required to warrant and certify that it, its officers, employees, and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City’s Ethics Code. (Contracts Disclosure – form may be found online at <https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>.)

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent’s actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

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 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 bids, 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 <http://www.ethics.state.tx.us/forms/CIQ.pdf>. 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 for answers to questions regarding the statute or form.

014 - SCHEDULE OF EVENTS

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

RFP Release Date	February 25, 2015 at 2:00 p.m. CT
Pre-Submittal Conference	March 4, 2015 at 1:00 p.m. CT
Final Questions Accepted	March 16, 2015 at 2:00 p.m. CT
Proposal Due	April 1, 2015 at 2:00 p.m. CT

015 - RFP EXHIBITS

RFP EXHIBIT 1

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM

Dangerous Premises Abatement Lot Clearing and Securing of Structures

Solicitation and Contract Language

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.

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.

B. 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 (SAMSAs), 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 (SAMSAs) – 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.

C. 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.

D. 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.

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).

RFP EXHIBIT 2

INSURANCE REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the insurance requirements set forth below:

INSURANCE

Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to the City's Office of Sustainability, which shall be clearly labeled "Dangerous Premises Abatement – Lot Clearing and Securing of Structures" 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 Office of Sustainability. 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 whereupon City may incur increased risk.

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

TYPE	AMOUNTS
1. Workers' Compensation	Statutory Limits
2. Employers' Liability	\$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 \$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

Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Respondent herein, and provide a certificate of insurance and endorsement that name Respondent and City as additional insureds. Respondent 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). Respondent 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. Respondent shall pay any costs incurred resulting from said changes.

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

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

Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy;

Workers' compensation and employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the 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, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

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

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

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

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.

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

RFP EXHIBIT 3

INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below:

INDEMNIFICATION

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the 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 RESPONDENT'S activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, 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 RESPONDENT 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.

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. RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by RESPONDENT in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. RESPONDENT shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If RESPONDENT fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and RESPONDENT shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of RESPONDENT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for RESPONDENT or any subcontractor under worker's compensation or other employee benefit acts.

RFP EXHIBIT 4

LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio ("City") to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, by Ordinance No. 2013-03-21-0167, effective for solicitations issued after May 1, 2013.

This solicitation is subject to the Local Preference Program. For more information on the program, refer to the Local Preference Program Identification Form attached to this solicitation.

In order to receive consideration the Local Bidder must complete and return the attached Local Preference Identification Form.

RFP EXHIBIT 5

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE

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

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

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

009 - ATTACHMENTS

RFP 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 RFP 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: _____

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: _____

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: _____

RFP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

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 proposal response, 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 for each Co-Respondent by copying and inserting an additional block(s).

Organizational Background	
How many years has Respondent been successfully performing cutting, removal of debris and securing of vacant structures and associated parcel cleanup?	
How many years experience does Respondent have working with the City of San Antonio and in what capacity?	
Briefly describe other lines of business that the company is directly or indirectly affiliated with. List related companies.	
Describe Respondent's experience relevant to the Scope of Services requested by this RFP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.	
State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.	

Portable Communication Devices:

Does Respondent own a lap top computer or desk top computer?

Yes ☐ No ☐

Does Respondent own a smart phone or tablet capable of receiving and viewing email and associated pdf documents?

Yes ☐ No ☐

Equipment		
<i>Please provide a list of equipment or machinery currently owned that is anticipated to be used under this contract.</i>		
Year	Make	Type of Equipment

1. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent’s qualifications.

RFP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit narrative responses (entitled as above) as an attachment, to address the following plan items. Please ensure each narrative response is labeled accordingly.

1. **Delivery of Services Plan** – Describe how Respondents will give “priority” service to any call for lot clearing and mowing services in the City. Explain how Respondent will commit and meet response times for emergency and non-emergency calls.
2. **Ramp Up Plan** - Describe how Respondent will ramp up to meet the City's mowing service requirements to implement contract by July 1, 2015. Provide information such as badging and staffing, availability of equipment and any equipment to be acquired to perform the scope of services. Indicate what the timeframes are for Respondents to be able to mobilize upon contract award.
3. **Equipment Plan** - If you do not own the equipment identified in Section 004 - Scope of Services, state how you will acquire the use of the equipment for the duration of the contract.
4. **Staffing Plan** – If you have included sub-contractors, describe your reasons for selecting the parties to work with you on this project and the extent to which you have worked together in the past. Include work hours and number of employees scheduled during the work hours.
5. **Quality Assurance/Quality Control (AQ/QC) Plan** – Describe Respondent current QA/QC to include procedures and personnel utilized for quality control, problem resolution, self-assessment, interaction with City, and control of subcontractors' performance, if any. Explain how your current procedures meet the needs of your current customers. Provide Copy of QA/QC Plan with proposal response.
6. **Training Plan** – Describe training and instruction programs that Respondent will provide to its employees providing services under this. Describe how Respondent and individuals assigned will meet the uniform and badge requirements.
7. **Communication Plan** – Describe contract administration/communication procedures. Discuss lines of communications and interaction with Development Services Department Staff and others. Provide sample copies of invoices and other forms to be used by Respondent in administering the contract. Provide a schedule of any regular administrative activities or meetings Respondent proposes to be held.
8. **Safety Plan** – Describe how Respondent will implement a Safety Plan for the Contract. Provide a copy of Safety Plan with Proposal response. Describe how contractor will furnish signs and traffic controls if applicable in accordance with the Texas Manual on Uniform Traffic.
9. **Wages and Benefits Plan** – Indicate the range of wages that Respondent has established for respondents performing this contract. Provide minimum qualifications and information regarding what factors determines starting wages and subsequent increases. Indicate what benefits (e.g., retirement, medical, dental, vision, life insurance, disability insurance, wellness, leave and holidays, skills pay, tuition assistance, employee assistance program, etc.) will be provided to these job classifications and provide a cost per employee related to these benefits. Indicate what amount and percent of the costs are paid by the Respondent and what amount and percent are paid by the employee for each individual benefit. (Use charts to make this information clear.) Indicate if the benefits provided to these job classes are the same, and at the same cost, as benefits provided or made available to other job classifications in the Respondent firm.
10. **Additional Information** - Provide any additional plans and/or relevant information about Respondent's approach to performing lot clearing and securing of structures services. Include bidder's experience, and proven track record, in performing lot clearing and securing of structures services, professional qualifications, and technical competence.

Attachment B Proposed Price Schedule Rev. I dated 3/25/2015

PROPOSED PRICE SCHEDULE (Attachment B)

Please provide proposed prices for each service indicated. To be considered "Responsive" to this solicitation, all blanks must be completed. Failure to complete Price Schedule in its entirety may result in disqualification of proposal. You must be capable of providing all services to be considered for award. The estimated quantities are shown as the approximate total per category for a year. These quantities will be divided by the number of contractors chosen, not to exceed four (4) contractors. The "Max rate refers to the maximum rate the City will pay for these services.

GRASS HEIGHT

			Less Than 48 Inches And Greater Than 12 Inches (Max Rate)	Estimated Annual Qty	UOM	Price	Greater or Equal To 48 Inches (Max Rate)	Estimated Annual Qty	UOM	Price
DEBRIS	EXTRA HEAVY DENSITY VEGETATION AND/OR EXTRA HEAVY DEBRIS	E	\$139	184	Each		\$192	76	Each	
	HEAVY DENSITY VEGETATION AND/OR HEAVY DEBRIS	D	\$96	156	Each		\$181	72	Each	
	MODERATE DENSITY VEGETATION AND/OR MODERATE DEBRIS	C	\$80	236	Each		\$160	108	Each	
	LIGHT DENSITY VEGETATION AND/OR LIGHT DEBRIS	B	\$64	368	Each		\$128	196	Each	
	LIGHT DENSITY VEGETATION AND NO DEBRIS	A	\$48	92	Each		\$80	52	Each	
			1a				1b			
			0 to 7,500 sq. ft.							

GRASS HEIGHT

			Less Than 48 Inches And Greater Than 12 Inches (Max Rate)	Estimated Annual Qty	UOM	Price	Greater or Equal To 48 Inches (Max Rate)	Estimated Annual Qty	UOM	Price
DEBRIS	EXTRA HEAVY DENSITY VEGETATION AND/OR EXTRA HEAVY DEBRIS	E	\$171	132	Each		\$267	64	Each	
	HEAVY DENSITY VEGETATION AND/OR HEAVY DEBRIS	D	\$128	80	Each		\$224	36	Each	
	MODERATE DENSITY VEGETATION AND/OR MODERATE DEBRIS	C	\$107	120	Each		\$203	40	Each	
	LIGHT DENSITY VEGETATION AND/OR LIGHT DEBRIS	B	\$80	228	Each		\$160	100	Each	
	LIGHT DENSITY VEGETATION AND NO DEBRIS	A	\$64	60	Each		\$133	16	Each	
			2a				2b			
			7,501 to 15,000 sq. ft.							

GRASS HEIGHT

			Less Than 48 Inches And Greater Than 12 Inches (Max Rate)	Estimated Annual Qty	UOM	Price	Greater or Equal To 48 Inches (Max Rate)	Estimated Annual Qty	UOM	Price
DEBRIS	EXTRA HEAVY DENSITY VEGETATION AND/OR EXTRA HEAVY DEBRIS	E	\$192	32	Each		\$331	20	Each	
	HEAVY DENSITY VEGETATION AND/OR HEAVY DEBRIS	D	\$149	24	Each		\$288	8	Each	
	MODERATE DENSITY VEGETATION AND/OR MODERATE DEBRIS	C	\$133	28	Each		\$267	12	Each	
	LIGHT DENSITY VEGETATION AND/OR LIGHT DEBRIS	B	\$107	28	Each		\$208	20	Each	
	LIGHT DENSITY VEGETATION AND NO DEBRIS	A	\$85	8	Each		\$160	4	Each	
			3a				3b			
15,001 to 22,500 sq. ft.										

Secure Rates	Current Rate	Estimated Qty.	UOM	Price
Door – Standard Size (3' X 7') or Less	\$48.00	376	Each	
Window – Standard Size (3' X 5') or Less	\$48.00	560	Each	

Graffiti Abatement	Current Rate	Estimated Qty.	UOM	Price
Paint over Graffiti Structure	\$38.00	36	Each	

Emergency Mobilization	Current Rate	Estimated Qty.	UOM	Price
Emergency Mobilization Fee	\$100.00	4	Each	

RFP ATTACHMENT C
CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at <https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>.

Instructions for completing the Contracts Disclosure form are listed below:

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

RFP 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.

RFP ATTACHMENT E

SBEDA FORM(S)

Posted as separate documents.

RFP ATTACHMENT F

LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM

Posted as separate documents.

RFP ATTACHMENT G

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM IDENTIFICATION FORM

Posted as separate documents.

RFP ATTACHMENT I

SIGNATURE PAGE

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <http://www.sanantonio.gov/purchasing/>.

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

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits 2 & 3.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the Respondent Questionnaire form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S)he is authorized to submit this proposal on behalf of the entity.

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 Entity Name

Signature: _____

Printed Name: _____

Title: _____

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

If submitting your proposal electronically, through City's portal, Co-Respondent must also log in using Co-Respondent's log-on ID and password, and submit a letter indicating that Co-Respondent is a party to Respondent's proposal and agrees to these representations and those made in Respondent's proposal. While Co-Respondent does not have to submit a copy of Respondent's proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

RFP ATTACHMENT J

PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
General Information and References RFP Attachment <u>A</u> , Part One	
Experience, Background & Qualifications RFP Attachment <u>A</u> , Part Two	
Proposed Plan RFP Attachment <u>A</u> , Part Three	
Price Schedule RFP Attachment <u>B</u>	
* Discretionary Contracts Disclosure form RFP Attachment <u>C</u>	
* Litigation Disclosure RFP Attachment <u>D</u>	
* SBEDA Language and Utilization Plan RFP Attachment <u>E</u>	
* Local Preference Program (LPP) Identification Form Attachment <u>F</u>	
Tracking Form-Veteran-Owned Small Business (VOSB) Program Attachment <u>G</u>	
Proof of Insurability - Insurance Provider's Letter Copy of Current Certificate of Insurance	
Copy of Current Tree Maintenance License	
* Signature Page (only required for a hard copy submission) RFP Section 007.	
One (1) Original, eight 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 B Proposed Price Schedule Rev. I dated 3/25/2015

PROPOSED PRICE SCHEDULE (Attachment B)

Please provide proposed prices for each service indicated. To be considered "Responsive" to this solicitation, all blanks must be completed. Failure to complete Price Schedule in its entirety may result in disqualification of proposal. You must be capable of providing all services to be considered for award. The estimated quantities are shown as the approximate total per category for a year. These quantities will be divided by the number of contractors chosen, not to exceed four (4) contractors. The "Max rate refers to the maximum rate the City will pay for these services.

GRASS HEIGHT

			Less Than 48 Inches And Greater Than 12 Inches (Max Rate)	Estimated Annual Qty	UOM	Price	Greater or Equal To 48 Inches (Max Rate)	Estimated Annual Qty	UOM	Price
DEBRIS	EXTRA HEAVY DENSITY VEGETATION AND/OR EXTRA HEAVY DEBRIS	E	\$139	184	Each		\$192	76	Each	
	HEAVY DENSITY VEGETATION AND/OR HEAVY DEBRIS	D	\$96	156	Each		\$181	72	Each	
	MODERATE DENSITY VEGETATION AND/OR MODERATE DEBRIS	C	\$80	236	Each		\$160	108	Each	
	LIGHT DENSITY VEGETATION AND/OR LIGHT DEBRIS	B	\$64	368	Each		\$128	196	Each	
	LIGHT DENSITY VEGETATION AND NO DEBRIS	A	\$48	92	Each		\$80	52	Each	
			1a				1b			
			0 to 7,500 sq. ft.							

GRASS HEIGHT

			Less Than 48 Inches And Greater Than 12 Inches (Max Rate)	Estimated Annual Qty	UOM	Price	Greater or Equal To 48 Inches (Max Rate)	Estimated Annual Qty	UOM	Price
DEBRIS	EXTRA HEAVY DENSITY VEGETATION AND/OR EXTRA HEAVY DEBRIS	E	\$171	132	Each		\$267	64	Each	
	HEAVY DENSITY VEGETATION AND/OR HEAVY DEBRIS	D	\$128	80	Each		\$224	36	Each	
	MODERATE DENSITY VEGETATION AND/OR MODERATE DEBRIS	C	\$107	120	Each		\$203	40	Each	
	LIGHT DENSITY VEGETATION AND/OR LIGHT DEBRIS	B	\$80	228	Each		\$160	100	Each	
	LIGHT DENSITY VEGETATION AND NO DEBRIS	A	\$64	60	Each		\$133	16	Each	
			2a				2b			
			7,501 to 15,000 sq. ft.							

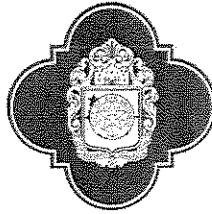
GRASS HEIGHT

			Less Than 48 Inches And Greater Than 12 Inches (Max Rate)	Estimated Annual Qty	UOM	Price	Greater or Equal To 48 Inches (Max Rate)	Estimated Annual Qty	UOM	Price
DEBRIS	EXTRA HEAVY DENSITY VEGETATION AND/OR EXTRA HEAVY DEBRIS	E	\$192	32	Each		\$331	20	Each	
	HEAVY DENSITY VEGETATION AND/OR HEAVY DEBRIS	D	\$149	24	Each		\$288	8	Each	
	MODERATE DENSITY VEGETATION AND/OR MODERATE DEBRIS	C	\$133	28	Each		\$267	12	Each	
	LIGHT DENSITY VEGETATION AND/OR LIGHT DEBRIS	B	\$107	28	Each		\$208	20	Each	
	LIGHT DENSITY VEGETATION AND NO DEBRIS	A	\$85	8	Each		\$160	4	Each	
			3a				3b			
15,001 to 22,500 sq. ft.										

Secure Rates	Current Rate	Estimated Qty.	UOM	Price
Door – Standard Size (3' X 7') or Less	\$48.00	376	Each	
Window – Standard Size (3' X 5') or Less	\$48.00	560	Each	

Graffiti Abatement	Current Rate	Estimated Qty.	UOM	Price
Paint over Graffiti Structure	\$38.00	36	Each	

Emergency Mobilization	Current Rate	Estimated Qty.	UOM	Price
Emergency Mobilization Fee	\$100.00	4	Each	



City of San Antonio

ADDENDUM I

SUBJECT: Request for Proposals - Annual Contract for Dangerous Premises Abatement Lot Clearing and Securing of Structures (RFP 6100005732 15-022), Scheduled to Open: March 30, 2015; Date of Issue: February 25, 2015

FROM: Paul J. Calapa, Procurement Administrator

DATE: March 17, 2015

THIS NOTICE SHALL SERVE AS ADDENDUM NO. I - TO THE ABOVE REFERENCED REQUEST FOR PROPOSAL

THE ABOVE MENTIONED REQUEST FOR PROPOSAL IS HEREBY AMENDED AS FOLLOWS:

- 1. Add Attachment K – “Redacted Sign-in Sheet”, posted as a separate document.**
- 2. Add Attachment L – “SBEDA Presentation”, posted as a separate document.**

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, PRE-SUBMITTAL CONFERENCE:

On March 4, 2015, the City of San Antonio hosted a Pre-Submittal Conference to provide information and clarification for Annual Contract for Dangerous Premises Abatement Lot Clearing and Securing of Structures. Below is a list of questions that were asked at the pre-submittal conference and The Small Business Economic Development Advocacy (SBEDA) presentation. The City's official response to questions asked is as follows:

Question 1: How do you get certified for Tree Removal?

Response: Refer to web address below for Tree Maintenance License Application:
(<https://webapps1.sanantonio.gov/dsddocumentcentral/upload/Tree%20Maintenance%20License%20Application.pdf>) and call 210-207-1111 for additional directions.

Question 2: Will the estimated quantities on the price schedule be divided between four (4) vendors?

Response: No. The estimated quantities shown on the RFP Attachment B Price Schedule are per contractor.

Question 3: What is the budget for the contract?

Response: There is a specific budget for general code abatements, however, there is no specific amount allocated per contractor. Code violations posing a health/safety issue will be abated on an as-needed basis as determined by the department.

Question 4: How will the prices be determined for any locations over 22,500 sq. ft.?

Response: Because each lot is unique with regard to debris and vegetation, Management will make a decision on a case by case basis should the need arise.

Question 5: Is this a City Wide contract?

Response: Yes. Contractors will be required to provide services at any location within the City limits.

Question 6: How will the contract be divided among the possible four (4) vendors?

Response: As lots become available, they will be distributed based on a rotation schedule among the potentially four (4) contractors. The Department anticipates assigning approximately five (5) lots to each contractor, with every effort to keep close proximity among the lots.

Question 7: Is workers' compensation insurance required?

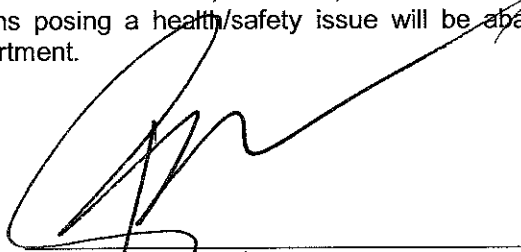
Response: If the contractor uses any non-family employees to perform any of the work under the contract, then Workers' Comp/Employer's Liability is required. If the contractor is a sole owner/operator with no employees, other than immediate family members, then the contracting department can opt, at its discretion, to request waiver of this requirement. This request would have to be approved by the Risk Manager.

Question 8: Is the bid due date and time still March 30, 2015, @ 2:00PM CT?

Response: Proposal response must be submitted by 2:00 PM CT on March 30, 2015

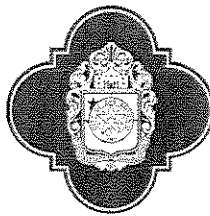
Question 9: I show the value of this project \$1,400,000.00, is this correct?

Response: There is a specific budget for general code abatements, however, there is no specific amount allocated per contractor. Code violations posing a health/safety issue will be abated on an as-needed basis as determined by the department.



Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

PC/jf



City of San Antonio

ADDENDUM II

SUBJECT: Request for Proposals - Annual Contract for Dangerous Premises Abatement Lot Clearing and Securing of Structures (RFP 6100005732 15-022), Scheduled to Open: March 30, 2015;
Date of Issue: February 25, 2015

FROM: Paul J. Calapa, Procurement Administrator

DATE: March 25, 2015

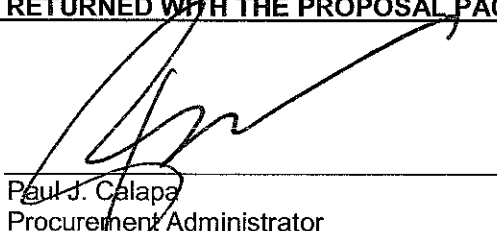
THIS NOTICE SHALL SERVE AS ADDENDUM NO. II - TO THE ABOVE REFERENCED REQUEST FOR PROPOSAL

THE ABOVE MENTIONED REQUEST FOR PROPOSAL IS HEREBY AMENDED AS FOLLOWS:

1. The RFP opening date is hereby extended to April 1, 2015, at 2:00 PM Central Time.
2. Remove Attachment B Proposed Price Schedule and replace with Attachment B Proposed Price Schedule Rev. I dated 3/25/2015, posted in the document.
3. Section 008 – Proposal Requirements is modified by replacing Attachment B – Proposed Price Schedule with Attachment B Proposed Price Schedule Rev. I dated 3/25/2015.
4. Addendum I, dated March 17, 2015, Questions submitted in accordance with section 003, pre-submittal conference, Question 2 response, is amended to read as follows:

"Question 2: Will the estimated quantities on the price schedule be divided between four (4) vendors?
Response: The estimated quantities are shown as the approximate total per category for a year.
These quantities will be divided by the number of contractors chosen, not to exceed four (4) contractors."

****THIS ADDENDUM SHALL BE SIGNED AND RETURNED WITH THE PROPOSAL PACKAGE****



Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

Date _____

Company Name _____

Address _____

City/State/Zip Code _____

Signature _____