



# **CITY OF SAN ANTONIO**

## ***PURCHASING AND GENERAL SERVICES DEPARTMENT***

### **REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP") NO.: 6100007755**

### **ANNUAL CONTRACT FOR CUSTODIAL AND SUPPLEMENTAL CONVERSION/LABOR SERVICES AT ALAMODOME RFCSP 17-022**

**Date Issued: NOVEMBER 18, 2016**

**BIDS MUST BE RECEIVED **NO LATER** THAN:  
2:00 PM CT JANUARY 11, 2017**

Proposals may be submitted by any of the following means:

Electronic submission through the Portal  
Hard copy in person or by mail

Address for hard copy responses:

Physical Address:

City Hall  
100 Military Plaza  
San Antonio, Texas 78205

Mailing Address:

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

For Hard Copy Submissions, Mark Envelope

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

Proposal Due Date: 2:00 p.m. CT, JANUARY 11, 2017

RFCSP No.: 6100007755

Respondent's Name and Address

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: YES

DBE / ACDBE Requirements: NO

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

Pre-Submittal Conference \* YES

If YES, the Pre-Submittal Conference will be held on: NOVEMBER 29, 2016; 9:00AM CT; Alamodome, Meeting Room P,  
100 Montana; San Antonio, Texas 78203

Staff Contact Person: Michael.Simonoff, Procurement Specialist III P.O. Box 839966, San Antonio, TX 78283-3966.

Email: Michael.Simonoff@sanantonio.gov

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

## **PROHIBITED CAMPAIGN CONTRIBUTIONS**

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

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

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

**\*For this solicitation, the first day contributions are prohibited is Tuesday, December 6, 2016.**

**The first day contributions may be made is the 31st day after the contract is awarded at City Council "A" Session.**

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## **RESTRICTIONS ON COMMUNICATIONS**

In accordance with §2-61 of the City Code, Respondents are prohibited from communicating with: 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFCSP or proposal from the time the RFCSP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an A session; and 2) City employees from the time the RFCSP has been released until the contract is awarded.

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.**

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

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## 003 - INSTRUCTIONS FOR RESPONDENTS

### PART A

#### Submission of Proposals.

Submission of Hard Copy Proposals. Respondent shall submit **one (1) COMPLETE** original signed in ink, **seven (7)** hard copies ***WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc (NO SBEDA, LPP, VOSB AND/OR PRICING TO BE INCLUDED in the copies)*** and one copy of the proposal on compact disk (CD) or flash drive containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, **"ANNUAL CONTRACT FOR CUSTODIAL AND SUPPLEMENTAL CONVERSION/LABOR SERVICES AT ALAMODOME" RFCSP 17-022, 6100007755** on the front of the package. The name and address of Respondent, the due date for submission of proposals, RFCSP number and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

Proposals must be received in the Office of the City Clerk no later than **2:00 p.m., Central Time, on JANUARY 11, 2017** 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

Attn: **"ANNUAL CONTRACT FOR CUSTODIAL AND SUPPLEMENTAL CONVERSION/LABOR SERVICES AT ALAMODOME" RFCSP 17-022, No.: 6100007755**

P.O. Box 839966

San Antonio, Texas 78283-3966

#### Physical Address:

Office of the City Clerk

Attn: **"ANNUAL CONTRACT FOR CUSTODIAL AND SUPPLEMENTAL CONVERSION/LABOR SERVICES AT ALAMODOME" RFCSP 17-022, No.: 6100007755**

100 Military Plaza

City Hall San Antonio, Texas 78205

Submission of Electronic Proposals. Submit one (1) **COMPLETE** proposal electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

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

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

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

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

Certified Vendor Registration Form. If Respondent has not completed City's Certified Vendor Registration (CVR) Form. Respondent is required to do so prior to the due date for submission of proposals. The CVR form may be accessed at:

<http://www.sanantonio.gov/purchasing/>. Respondents must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short hand names will be accepted in place of the full, true and correct legal name of the entity.

**Correct Legal Name.** Respondents who submit proposals to this RFCSP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity.

These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFCSP as Attachment A, Part One. If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of the Finance Department shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

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

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

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

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

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

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

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

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

Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page on or JANUARY 4, 2017 at 2:00 pm CT. Questions received after the

stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

Respondents and/or their agents are encouraged to contact the Small Business Office of the 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 David Rodriguez. Mr. Rodriguez may be reached by telephone at (210) 207-0071 or by e-mail at David.Rodriguez3@sanantonio.gov. *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

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

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

#### Pre-Submittal Conference.

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

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

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

#### Changes to RFCSP.

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

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

#### Preparation of Proposals.

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

**Proposal Format.** Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder. 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 one-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. **ORIGINAL and/or ELECTRONIC** proposals must include **ALL** the sections and attachments in the sequence listed in the RFCSP Section 003, Proposal Requirements, and each section and attachment must be indexed and, for hard copy submissions, **ONLY REQUIRED SECTIONS AND ATTACHMENTS listed by asterisk in Section 003, Proposal Requirements MUST** be divided by tabs and indexed in a Table of Contents page. For electronic submissions, whether through the portal or on a CD or flash drive, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

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

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

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

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

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

**Description of Supplies.**

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

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

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

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

### Estimated Quantities for Annual Contracts.

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

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

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

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

### Interlocal Participation.

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

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

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

### Rejection of Proposals.

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

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

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

The proposal is conditional; or

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

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

Variances and Exceptions to Proposal Terms. In order to comply with State law, respondents must submit proposals on the same material terms and conditions. Respondents may submit requested changes to material terms for City’s review prior to the submission deadline. Any changes to the RFCSP will be made by addendum. Proposals that contain material variances or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.



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

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

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

#### Evaluation and Award of Contract.

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

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

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

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

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

#### Inspection of Facilities/Equipment.

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

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

#### Prompt Payment Discount.

Provided Respondent meets the requirements stated herein, City shall take Respondent's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the proposal price, either per line item or total proposal amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

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

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

### Prohibited Financial Interest.

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

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

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

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

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

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

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

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

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

If delivering by hand, deliver to:

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

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

## PART B

### SUBMISSION REQUIREMENTS

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

Submission of Hard Copy Proposals. Respondent shall submit **one (1) COMPLETE** original signed in ink, **seven (7)** hard copies ***WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO SBEDA, LPP, VOSB AND/OR PRICING TO BE INCLUDED in the copies)*** and one copy of the proposal on compact disk (CD) or flash drive containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "**ANNUAL CONTRACT FOR CUSTODIAL AND SUPPLEMENTAL CONVERSION/LABOR SERVICES AT ALAMODOME**" RFCSP 17-022, No.: 6100007755" on the front of the package. The name and address of Respondent, the due date for submission of proposals, RFCSP number and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected

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.

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

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

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

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

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

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

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

Instructions for completing the Contracts Disclosure form:

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES FORM. Respondent shall review information regarding Certificate of Interested Parties Form (Form 1295) provided in RFCSP Attachment I and submit Form 1295 as directed.

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234). The form is available from the Texas Ethics Commission by accessing the following web address:

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

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

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

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

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

**PROPOSAL BOND.** Submit proposal bond in the amount of \$5,000.00. For electronic submissions, Respondent must provide the original proposal bond to the City Clerk prior to proposal due date in accordance with the instructions for submission of hard copy proposals.

**ADDENDA.** Sign and submit addenda, if any.

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

## **EVALUATION CRITERIA**

City will conduct a comprehensive, fair and impartial evaluation of all submissions received in response to this RFCSP. City may appoint a selection committee to perform the evaluation. Each submission will be analyzed to determine overall responsiveness and qualifications under this RFCSP. Criteria to be evaluated will include the items listed below. In accordance with §252.042, Texas Local Government Code, the selection committee may select all, some or none of the respondents who are judged to be reasonably qualified for award of the contract for interviews. Should the City elect to conduct interviews, selection for interviews will be based on initial scoring, prior to interviewing. Interviews are not an opportunity to change a submission. If the City elects to conduct interviews, respondents may be interviewed and re-scored based upon the same criteria. City may also request information from respondents at any time prior to final approval of a selected respondent, or seek best and final offers from respondents deemed reasonably qualified for award. Final approval of a selected respondent is subject to the action of the San Antonio City Council.

Evaluation Criteria:

Experience, Background, Qualifications: 30 points

Proposed Plan: 30 points

Price: 20 points

### **SBE Prime Contract Program – 10 pts.**

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

**M/WBE Prime Contract Program –10 pts.**

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

**M/WBE Subcontracting Program – 15%**

No evaluation criteria points will be awarded to non-SBE or non-M/WBE Prime CONTRACTORS through subcontracting to certified SBE or M/WBE firms. Further, failure to meet the fifteen (15%) M/WBE subcontracting requirements will deem your proposal NON-RESPONSIVE.

## 004 - SPECIFICATIONS / SCOPE OF SERVICES

### 4.1 **BACKGROUND:**

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

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

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

The Facility, in its 23<sup>rd</sup> year of operation, has established a reputation for hosting events of all types and sizes. In the arena configuration (seating for 10,000-30,000), the Facility can host events such as concerts, boxing, cheer competitions, motor sports, ice shows, circuses, conventions, community and civic events, and basketball games. Examples of arena events include Women of Faith, Cheer Power, Arena Cross, Disney on Ice, and NCAA basketball. In the full-stadium configuration (seating for 40,000+), the Facility can host events such as concerts, conventions, motor sports, soccer games, football games, and trade and consumer shows. Examples of full-stadium events include the Alamo Bowl, Army All-American Bowl, Monster Jam, and Builders Showcase.

In addition to the Alamodome the department anticipates an estimated annual amount of 600 hours required for the positions of Custodial Technician (Daily), Custodial Technician (Event/Other) and Conversion Technician to be performed at the Henry B. Gonzalez Convention Center. Custodial/Conversion Supervisors will not be required at the Convention Center. The estimated annual amount of 600 hours is already included in the Attachment B, Price Schedule for the positions of Custodial Technician (Daily), Custodial Technician (Event/Other) and Conversion Technician.

For additional information for Henry B. Gonzalez Convention Center, refer to website; <http://www.sahbgcc.com/>

### 4.2 **SCOPE OF SERVICES:**

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

**Site Manager**

3,000 hours – paid at monthly rate

*(Hours are estimated; Site Manager is required to be on site for actual number of hours required to perform duties for the fixed monthly rate shown on Attachment B, "Price Schedule.")*

<b>Custodial/Conversion Supervisors</b>	6,700 hours – paid at <u>hourly</u> rate
<b>Custodial Technician (Daily)</b>	15,200 hours – paid at <u>hourly</u> rate
<b>Custodial Technician (Event/Other)</b>	45,200 hours – paid at <u>hourly</u> rate
<b>Conversion Technician</b>	10,200 hours – paid at <u>hourly</u> rate

- 4.2.1 The Contractor, in accordance with the terms, provisions and requirements of this Agreement; shall manage, perform and provide all activities and Services set out in this RFCSP. Modifications or alterations to this Scope of Services may be made only pursuant to a written change order issued by City in accordance with the General Terms and Conditions section of this RFCSP.
- 4.2.2 It is understood and agreed by the parties hereto that changes in local, state, and federal rules, regulations, or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation, or law.

#### **4.3 GENERAL REQUIREMENTS:**

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

performance of the Services herein. This includes, but is not limited to, turning off lights in unused areas except those which are centrally controlled and complying with recycling programs.

#### **4.4 DOCUMENTATION AND INVOICING:**

- 4.4.1 IN NO EVENT SHALL THIS AGREEMENT EVER BE CONSTRUED TO HAVE CREATED ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION FROM CITY TO CONTRACTOR AS TO THE ACTUAL RECEIPTS OR PROFITS WHICH CONTRACTOR MAY DERIVE OR EXPECT TO DERIVE WITH RESPECT TO THE OPERATION OF THE AGREEMENT AND CONTRACTOR ACKNOWLEDGES THAT NO SUCH WARRANTY OR REPRESENTATION HAS IN FACT BEEN MADE BY CITY OR ANY OTHER PERSON, PARTY, FIRM OR CORPORATION.**
- 4.4.2 Contractor invoicing shall be based only on the rates, as submitted by Contractor in Attachment B, "Price Schedule," for actual Services performed based on the needs of the Facility, subject and limited to the approval of Facility Representative.
- 4.4.3 Prior to performance of each Service, Site Manager and Facility Representative shall establish a Service Request Form, a sample form of which is included as Attachment L, which indicates the number and type of staff, hours, rates (as reflected in Attachment B, "Price Schedule"), and estimated costs. City reserves the right to increase, decrease, cancel or alter Service Requests up to twenty-four (24) hours prior to the start of the Service. Reasonable efforts shall be made by City to notify the Contractor of the cancellation of Service Requests and events, but City assumes no liability for the failure to deliver notice of cancellation. Contractor shall only be paid for approved and authorized Service Requests actually performed. Each Service Request shall have a separate accounting summary from the Contractor which should include Service Requests, time cards and/or time sheets.
- 4.4.4 Site Manager shall keep detailed records and verification at Facility of all staffing and hours worked.
- 4.4.5 Contractor shall not perform any Services unless a Service Request has been prepared and approved in advance by the Facility Representative.
- 4.4.6 Unless specific arrangements are made between City and Contractor, all Services provided under this Agreement shall be at the request of the City and shall be invoiced to and payable only by the City. Contractor shall not use the Facility (i) to conduct business not related to Services in the Facility, or (ii) to provide Services directly to teams, groups, associations or performers appearing or meeting in the Facility without the prior written consent of City.
- 4.4.7 All invoices shall include all documentation necessary to substantiate amount invoiced, including but not limited to, copies of approved Service Requests, time sheets/time cards for each employee for each event, and any other documentation required by City. The contractor's invoice and timesheets/timcards must clearly state the name of the event and the date of the event. City will utilize Contractor's timesheets/timcards to reconcile Contractor's invoice. Contractor's invoice shall be in accordance with Section 006 - General Terms and Conditions, Invoicing and Payment, and Payment by City.
- 4.4.8 Contractor invoicing for all Services provided herein shall be billed to City on a monthly basis. Contractor shall submit detailed invoices in the format prescribed by City, by the tenth (10<sup>th</sup>) day of the month following the previous month's activity. Contractor acknowledges that upon such receipt of payment from City, such payment shall be considered full and final for Services rendered.
- 4.4.9 Contractor may be requested by the City to perform additional custodial and supplemental conversion/labor Services occasionally. Labor and specifications shall be established between the Contractor and City and evidenced by a Service Request completed prior to the start of any Service.
- 4.4.10 Contractor may be requested by the City to perform additional custodial and supplemental conversion/labor Services occasionally. Labor and specifications shall be established between the Contractor and City and evidenced by a Service Request completed prior to the start of any Service.



#### **4.5 PERFORMANCE STANDARDS AND INSPECTIONS:**

- 4.5.1 Contractor understands and agrees that failure to comply with any time, performance requirements, or Minimum Service Specifications in accordance with this Agreement, and more particularly in conformance with Contractor's Operational, Management and Quality Assurance Plan, submitted with its bid and incorporated herein as Attachment A, Part Three, "Proposed Plan," will result in damage to City, and that it is and will be impracticable to determine the actual amount of such damage, whether in the event of delay or nonperformance. Time, completion and quality are of the essence in the performance of Contractor's duties hereunder.
- 4.5.2 The City and approved Contractor shall establish a benchmark from which to gauge the performance measurement aspect of the Agreement, which may include initial intensive cleaning. Any pre-existing conditions (i.e. damaged carpet) will be noted for which Contractor will not be responsible. Contractor shall submit a written list of pre-existing conditions to Facility Representative within 30 days from contract commencement.
- 4.5.3 Facility Representative or other designated City staff shall perform random performance inspections a minimum of four (4) times per month. Performance shall be measured against the specifications herein and Contractor's plan. Performance inspections shall be conducted on the following performance scale:

**4.00** – indicates the area(s) and/or Service(s) completed fully comply with the applicable standard(s) and/or plan(s), and no additional Service(s) is required by Contractor.

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

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

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

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

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

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

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

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

#### **4.6 STAFF:**

- 4.6.1 Contractor shall ensure that it has enough staff to perform the Services at all times. This shall include, but is not limited to, conducting roll-calls sufficiently in advance of the start of each Service Request or event in order to procure additional staffing, if necessary, by the start of each Service Request or event. The staff to supervisor ratio for custodial Services shall not exceed ten (10) staff to one (1) supervisor at any time, and there shall not be less than one (1) supervisor per Service area.
- 4.6.2 Contractor staff, including, but not limited to temporary labor used for events, is required to wear uniforms at all times. Uniform style and color shall be approved in advance by City, and must include a shirt with Contractor's company name and/or logo. Contractor is responsible for the provision and maintenance of uniforms. Contractor's Site Manager, supervisors and full time staff shall also carry identification badges with the company name and/or logo and the individual's name.
- 4.6.3 Contractor shall ensure its staff maintains a neat and clean appearance at all times (in accordance with Alamodome's/City's policy). Contractor shall establish and enforce an appearance and grooming policy as well as a code of conduct for its staff. Contractor's staff should present an appearance and conduct themselves in a manner which represents the City's requirement, and Contractor's efforts, to provide Services in a professional and quality manner. Contractor shall consult with City in the formulation of any such policies.
- 4.6.4 All Contractor staff, including Site Manager, both permanent and temporary, shall sign in and sign out at designated security checkpoints when entering and departing the Facility, unless properly credentialed.
- 4.6.5 If City determines that any employee of Contractor has violated any provisions herein on repeated instances or in any material respect, City may request Contractor to exclude the employee or employees from the Facility. Upon such request by City, Contractor shall immediately remove the employee from continuing in its employ in the Facility. Additionally, City reserves the right to dismiss any employee from the Facility for violations of this Agreement or City regulations, policies or procedures. City shall bear no responsibility or liability to Contractor for the dismissal of Contractor staff.
- 4.6.6 Contractor staff shall report to Contractor supervisors who in turn shall report to Site Manager. Site Manager must be empowered by Contractor with all necessary supervision responsibilities necessary for the performance of the Services, including but not limited to, hiring, termination and disciplinary responsibilities.
- 4.6.7 Contractor shall provide, train, (in accordance with Alamodome/City's customer service policy), and supervise staff with appropriate qualifications and experience in sufficient numbers to provide all Services required under this agreement. All persons engaged by Contractor in connection with the performance of this agreement and the provision of services here under, shall be employees of Contractor, or Contractor's subcontractor, whether full or part time, or temporary labor.
- 4.6.8 City shall admit free of cost to the Facility, only such officers and Contractor staff as may be necessary to perform Services under this Agreement. Contractor must prohibit family members, friends and any other persons from entry into the Facility at any time.
- 4.6.9 The use of phones and mobile phones by Contractor's staff, whether personal or provided by Contractor, staff shall be limited to those calls or text messaging/email necessary to perform Services and/or emergency situations.
- 4.6.10 Background Checks.
- 4.6.10.1 Contractor is responsible for ensuring that each person performing services under this contract has tested negative for controlled substance(s), using a 10 panel drug screening urine test, and has successfully undergone a background check for criminal conviction(s), evaluated in accordance with EEOC guidelines. Persons assigned to work under this contract must not have had any criminal convictions within the past 3 years for either a felony or a crime of moral turpitude. Criminal background checks shall include searches of the Texas Crime Information Center and National Crime Information Center.
- 4.6.10.2 Contractor shall remove a person from service under this contract should Contractor become aware that the person has been convicted of a crime as described above, or fails a subsequent drug screening.
- 4.6.10.3 Contractor is responsible for any costs incurred in conducting drug screenings and criminal background checks, which shall be performed prior to the individual performing services hereunder.

4.6.10.4 Contractor shall establish and maintain a drug-free workplace policy. A copy of Contractor's drug free workplace policy shall be submitted by Contractor within 30 days of the effective date of this Amendment. Contractor's workplace policy shall require all persons performing services hereunder to comply with all instructions, regulations and codes of conduct as specified in the workplace policy and any additional policies promulgated from time to time by the Director of City's Convention and Sports Facilities (Director), which may be provided from time to time. All temporary labor agencies that provide staff to Contractor for use in providing services hereunder shall be provided with a copy of Contractor's workplace policy, and any similar policies issued by Director.

4.6.10.5 Contractor shall make every reasonable effort to not allow any persons who are under the influence of lawfully prescribed medicine, and which may affect performance or safety of that person or others, to enter the Facility to perform services hereunder.

4.6.10.6 Contractor must only use persons to perform services hereunder that are legally authorized to work in the United States and are of at least minimum age requirements. Contractor shall have documentation available of employment authorization for all persons performing services hereunder.

4.6.10.7 When supplying labor to Contractor for the provision of services hereunder, staffing agencies used by Contractor must adhere to the requirements contained in this section 4.6.10.

4.6.10.8 In order to conduct periodic contract compliance reviews, and to the extent permitted by law, City may request or review I-9s, drug test results and background check results. Contractor shall provide copies of the requested information, or access thereto in San Antonio, Texas, and shall obtain authorization for the disclosure from the employee at time of hire, to the extent required. Contractor shall retain all records, including drug screenings and criminal background checks, for the retention period stated in section 006-General Terms and Conditions, and make them available in accordance therewith.

4.6.11 Contractor must demonstrate the ability to meet time and staffing requirements in the Agreement and be able to provide a minimum of one-hundred (100) staff at any given time upon twenty-four (24) hour notice.

4.6.12 Supplemental conversion/labor staff will receive assignments and take direction from Facility staff. The Contractor's Site Manager shall still be ultimately responsible for the provision of staff and all other supervisory responsibilities.

4.6.13 Facility staff usually operates all equipment in which special skill or training is required. For supplemental conversion/labor Services, Contractor will occasionally be required to provide staff that are mechanically-inclined, highly-skilled, trained, experienced, qualified, and/or certified, if necessary, to operate any Service Equipment to effectively and efficiently perform conversion Services. Contractor's staff shall be required to use and operate various power tools and may occasionally be required to operate heavy equipment (i.e. forklifts) to perform conversion Services. Contractor shall be capable of providing supplemental conversion/labor staff that are trained and qualified to perform more highly skilled tasks, such as operating heavy equipment.

4.6.14 The Facility hosts events which are varied and often occur with limited turnaround time, which requires Contractor to provide Services in a limited timeframe often under stressful conditions. Contractor will often be required to provide Services and personnel on a continuous basis in order to complete the requirements for an event. Contractor shall ensure that it employs only staff who are keenly aware of and will perform all Services as expeditiously and efficiently as possible in a professional, quality and safe manner. In addition, Contractor shall ensure its staff can establish and maintain effective working relationships with all other Contractor and City staff and can manage the stresses associated with providing these Services in this type of environment.

4.6.15 If contraband is discovered, or found pursuant to a lawful search, said contraband shall be confiscated by City and said individual in possession thereof shall be removed from the Facility and replaced with other Contractor staff at no additional expense to City. Contraband consists of any substance that is prohibited in or near the Facility by City policy, or by law, including, but not limited to illegal drugs, alcohol, and the unlawful carrying or possession of weapons.

#### **4.7 SERVICE AREAS, ASSIGNED AREAS, AND SERVICE EQUIPMENT:**

4.7.1 Contractor shall be assigned the following areas (hereafter "Assigned Areas") within the Facility: all custodial/mop closets, custodial storage areas, and office space for the Custodial Site Manager. Contractor's Assigned Areas are included and incorporated herein as Attachment O, "Floor Plans of Facility with

Contractor's Assigned Areas".

- 4.7.2 Contractor is responsible for maintaining their Assigned Areas in a continuous state of cleanliness and order that exemplifies Contractor's overall commitment to and delivery of quality Services to the more public areas of the Facility.
- 4.7.3 Prior to the departure of Contractor staff from the Facility, a Facility Representative and the Site Manager/supervisor in charge shall inspect all Service areas and Assigned Areas to ensure all Service requirements have been completed satisfactorily, as determined solely by City. Contractor is responsible for ensuring that all Service requirements have been completed satisfactorily. City shall not be responsible for any additional costs Contractor incurs to complete the Service requirements completely and satisfactorily.
- 4.7.4 All Services areas within the Facility which are otherwise leased, assigned or occupied by any other party other than City, other than areas provided to City's event clients, are not included in this Agreement, unless specified.
- 4.7.5 Contractor is in non-exclusive possession of the Service areas and Assigned Areas. Upon termination of this Agreement, without regard to how such termination may be brought about (including default by any party), Contractor shall surrender and deliver peacefully all Service areas, Assigned Areas, and any City-provided supplies or equipment utilized to provide Services to City in the same condition as same were delivered to Contractor, reasonable wear and tear, alterations and improvements approved by City, and damages from fire and other casualty excepted. All improvements and alterations to Contractor's Service areas and Assigned Areas made by Contractor, and all permanently-affixed Service Equipment installed by City or Contractor, shall be the property of City.
- 4.7.6 Contractor shall designate specific experienced staff, and identify same to City, to perform custodial Services in Service areas that are not open to the public during an event and shall only enter these Service areas during an event upon authorization by Facility Representative. These Service areas include, but are not limited to, press boxes, meeting rooms, locker rooms, officials' lockers rooms, band room, green room, and associated restrooms and other rooms.
- 4.7.7 All keys issued to Contractor shall be maintained according to policies approved by City. Liability for lost keys and re-keying costs reasonably necessary for the security of the premises and other related expenses shall be the responsibility of Contractor in the event that Contractor's staff is responsible for such lost or damaged keys.
- 4.7.8 At the end of each day of Contractor's operations under this Agreement and after each Service Request or event in the Facility, Contractor shall clean and organize its Assigned Areas and all Service Equipment, and remove and properly store all Service Equipment to the satisfaction of City.
- 4.7.9 Contractor shall be responsible for providing and maintaining for its staff essential Contractor-owned Service Equipment and other Service Equipment as may be required or necessary, to ensure the productivity of its staff and the effectiveness of the overall custodial and supplemental conversion/labor, programs. City shall provide most, if not all, conversion tools and small equipment, all heavy equipment (i.e. forklifts) used in conversion Services, and may provide some limited custodial equipment, including but not necessarily limited to: push brooms, stadium brooms, lobby brooms, dust mops, dust pans, custodial carts, mop buckets and ringers, mops, spray bottles, toilet bowl brushes, trash receptacles, "wet floor" signs, and window squeegees. In the event that Contractor requires additional equipment or supplies of this type and City agrees, City shall provide the additional equipment or supplies.
- 4.7.10 City will generally not provide any manner of motorized and/or mechanized equipment for which Contractor is responsible and should include as required in Attachment A, Part Three, "Proposed Plan." Contractor is responsible for providing and maintaining all Service Equipment in efficient working order necessary for the provision of Services under this Agreement. Examples of Contractor Service Equipment currently used for custodial Services in the Facility include, but are not limited to, the following: ride-on floor scrubbers; kai-vac machines; commercial vacuum machines; carpet care/cleaning machines; and concrete-cleaning apparatus. Contractor must provide a detailed listing of the Service Equipment that it shall provide and maintain in the Facility for the performance of the Services herein. Following are general requirements and restrictions:
- a. Inside the Facility, gasoline-powered equipment cannot utilize any larger than a two-cycle engine. For large scrubbers, propane is the only acceptable fuel allowed inside the facility.
  - b. Power washing is prohibited inside the Facility. Open concrete floor areas are generally cleaned with riding scrubbers.

- c. Seating areas are to be cleaned using extractors; mopping is not allowed.
- d. Blowers are generally not allowed to be used in the Facility but prior approval may be given by City for limited use.
- e. Standard industry cleaning practices, equipment, chemicals and sealers should be used to clean and seal all concrete floors, including the use of walk-behind scrubbers and mops.

4.7.11 City, its designated officers, employees and agents shall at all times have the right to enter into the Service areas and Assigned Areas of the Facility and to inspect same and the conduct of business by Contractor in the Facility. City shall not exercise such rights in a manner which would unreasonably interfere with the operation by Contractor of its business in the Facility. If Contractor fails to maintain the Service areas or Assigned Areas, as provided in this Agreement, and such failure continues beyond any applicable cure period expressly provided herein, City shall have the right to remedy such failure and any such maintenance, or custodial under such circumstances shall be performed by others at Contractor's cost and expense. Contractor shall promptly reimburse City fully for any such expense upon demand.

4.7.12 City reserves the unrestricted right, at its expense, to relocate any of the Service areas and Assigned Areas if such relocation is, in the complete exercise of City's discretion, desirable for the convenient operation of the Facility or any part thereof so long as such relocation provides Contractor with reasonably comparable areas and access within the Facility.

4.7.13 In performing Services within designated office areas of the Facility Contractor shall prohibit its staff from: touching, disturbing, and reading papers on desks; opening desks, drawers or cabinets; utilizing break rooms or restrooms; touching or disturbing any personal effects, and; and using any office equipment, appliances or any other type of equipment not specifically utilized in the performance of Services herein.

4.7.14 Contractor's Service Equipment, where standards have been established, shall be built to recognized standards as per the following:

- a. Underwriters Laboratories
- b. National Electric Code
- c. Uniform Building Code
- d. National Fire Protection Agency
- e. Occupational Safety and Health Administration

4.7.15 City shall furnish required utilities to the Contractor at existing outlets. Any modification to existing outlets for the Contractor's convenience shall be solely at the Contractor's expense. Prior written approval for any alteration shall be obtained from the City, who will arrange for the work to be performed and all associated costs will be borne by Contractor.

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

#### **4.8 CUSTODIAL TASK DESCRIPTIONS AND FREQUENCIES:**

##### **4.8.1 TRASH & RECYCLABLES PICKUP AND REMOVAL:**

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

4.8.2 **SWEEPING AND DUST MOPPING:** Floors shall be thoroughly swept or dust mopped daily or as scheduled. Sweeping compounds shall not be used on finished floors, however, a wax-based sweeping compound may be used on garage or unfinished concrete floors. After the floors have been swept or dust mopped, the entire

floor surface shall present a clean appearance with no loose dirt or debris in evidence including in corners, expansion joints, and other places accessible to the broom, hand broom or dust mop. Chairs, trash receptacles, and other easily moveable items shall be moved to sweep underneath. **FREQUENCY: Daily or As Scheduled**

- 4.8.3 **REMOVING OF GUM, TAR AND OTHER FOREIGN MATTER:** Surface accumulations including, but not limited to, chewing gum, tar, hardened dirt, and wax buildup, which cannot be removed by means of a mop, broom, or dust mop, shall be scraped and then removed. Care shall be taken to avoid damage to floor tiles or finish. All gum, tar and other soils shall be removed as soon as discovered. **FREQUENCY: Daily or As Requested**
- 4.8.4 **SPOT MOPPING:** Contractor shall spot mop daily and as needed. Spills, spots and stains shall be damp mopped to ensure the floor maintains a uniformly clean appearance. Spilled materials such as alcohol or other chemicals may result in stains which penetrate floor finishes. Should this happen, Contractor shall apply a light coat of floor finish to repair the damage and present a uniform appearance. **FREQUENCY: Daily and During Events**
- 4.8.5 **MOPPING:** Seating areas are not mopped. Contractor shall use a mechanized water reclamation cleaning system for seating areas. Floors shall be damp or wet mopped as needed in order to maintain a uniformly clean appearance. Mopped floors shall be free from streaks, spots, stains, smears, mop strands and other unsightly appearances. There shall be no splash marks or mop streaks on furniture, walls, baseboards, trash receptacles, or mop strands after floors are mopped. Easily movable items, including floor mats, must be moved to maintain the floor underneath. All moved items shall be returned to their original location when all operations are completed. **FREQUENCY: Daily or As Needed**
- 4.8.6 **LOW DUSTING:** For low dusting, Contractor shall remove dust, dirt, spider webs, lint or dry soil from horizontal surfaces of chairs, file cabinets, blinds, (desks once a month) tables, table or chair legs, bookcases, air conditioning vents, fireplace, window sills, interior/exterior walls, doors and trim. In addition, glass partitions must be wiped clean. **FREQUENCY: Weekly or As Requested**
- 4.8.7 **HIGH DUSTING:** For high dusting, Contractor shall remove dust, lint, spider webs and dry soil from surfaces higher than 6 feet above the top of the floor. High dusting includes, but is not limited to, ventilation grilles, ceiling light fixtures, ceiling fans and "EXIT"/"ENTRANCE" signs. **FREQUENCY: As Requested**
- 4.8.8 **CLEAN AND DISINFECT RESTROOMS (includes showers where applicable):**  
Restrooms must be restocked after full cleaning.
- a. Remove Trash
  - b. Sweep Floor
  - c. Mop Floor
  - d. Low Dusting
  - e. Spot Clean
  - f. Glass Cleaning
  - g. Clean & Disinfect Toilet Bowls
  - h. Clean Lavatories
  - i. Clean & Disinfect Urinals
  - j. Refill Dispensers
  - k. Clean Partitions
  - l. Clean Stalls
  - m. Clean and Disinfect Diaper Changing Stations
  - n. Clean Mirrors
  - o. Remove Graffiti
  - p. Clean Walls: Ceramic and partition walls must be washed off, scrubbed, and dried. Sheetrock walls must be thoroughly cleaned.
  - q. Clean All Other Fixtures Not Covered Above. All fixtures with the exception of hand dryer must be washed down, scrubbed, and dried.
  - r. Wet floor signs should be prominently displayed to prevent injury to staff and the public.
- FREQUENCY: Before, During, and After Events; and Monitored Weekly**
- 4.8.9 **BUFFER SCRUB RESTROOM FLOORS:**  
Ceramic floors must be buffer scrubbed, cleaned, and dried. **FREQUENCY: As Requested**
- 4.8.10 **INSPECT AND RESUPPLY RESTROOMS:**

Restrooms must be inspected at least three times daily (morning, afternoon and evening), and shall be stocked with a minimum of a two-day supply of toilet paper, towels, soap, or other supplies. **FREQUENCY: Before, During, and After Events; and Monitored Weekly**

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

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

**4.8.12 DRINKING FOUNTAINS:**

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

**4.8.13 ELEVATOR CLEANING (where applicable):**

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

**4.8.14 FLOOR MAINTENANCE:**

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

**4.8.15 VACUUM CARPET (TO INCLUDE CARPETED FLOOR MATS) (where applicable):**

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

**4.8.16 SHAMPOO CARPET (where applicable):**

All carpet shall be shampooed using extractor method at the frequency indicated. After shampooing, all areas shall be free of litter, dust, debris, stains and discolorations. All shampoo solutions shall be removed from baseboards, furniture, trash receptacles, etc. Chairs, trash receptacles and easily moveable items shall be moved to maintain the floors underneath. All moved items shall be returned to their proper position when all operations have been completed. After carpet has been shampooed and dried to avoid mildew and odor. **FREQUENCY: As Needed**

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

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

**4.9 CUSTODIAL TASKS:**

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

- 4.9.1.1 Clean south dock area and dock entrances including: removing trash and debris; emptying trash/recycle receptacles and replacing liners; sweeping, and mopping as necessary, and; cleaning all doors, windows and sills.
- 4.9.1.2 Clean north, south, east and west plaza level entrances including: removing trash and debris; emptying trash/recycle receptacles and replacing liners; dusting, sweeping, and mopping as necessary, and; cleaning all windows, doors and sills.
- 4.9.1.3 Clean City office areas, security offices and associated restrooms, break rooms, common areas, windows, and conference rooms including: removing trash and debris; emptying trash/recycle receptacles and replacing liners; dusting, sweeping, and mopping as necessary; cleaning all windows, doors and sills; vacuuming; cleaning all hard surfaces (desks once a month); cleaning carpets and chairs; restocking restrooms, and; cleaning and disinfecting commodes, urinals, showers, partitions, sinks, doors, pipes, mirrors, dispensers, and other fixtures, including feminine product disposal containers.
- 4.9.1.4 As specifically requested by City, clean various other Facility support areas including, but not limited to, City trades shops, mechanical and electrical rooms, storage rooms, fire pump rooms, water heater rooms, telecommunications rooms, areas of refuge, exterior generator and boiler buildings, and exterior warehouse/storage facilities, including: removing trash and debris, and; sweeping, and mopping as necessary.
- 4.9.1.5 Clean field, plaza, mezzanine, club and upper concourse areas, including “eyebrow” areas, meeting rooms, box offices, first-aid rooms, suites and press boxes, including: removing trash and debris; emptying trash/recycle receptacles and replacing liners; dusting, sweeping, and mopping as necessary and; vacuuming carpet.
- 4.9.1.6 Clean seating areas, entrance vomitories, stairwells, floors, aisles and walkways on all levels including: removing trash and debris; emptying trash/recycle receptacles and replacing liners; dusting, sweeping, and mopping as necessary and; cleaning railings and seats.
- 4.9.1.7 Clean and restock public restrooms including; removing trash and debris; emptying trash/recycle receptacles and replacing liners; dusting, sweeping, and mopping as necessary, and; cleaning and disinfecting commodes, urinals, partitions, sinks, doors, pipes, mirrors, dispensers, and other fixtures, including feminine product disposal containers.
- 4.9.1.8 Clean exterior concourses and grounds immediately surrounding Facility and Parking Lot “A” including: removing trash and debris; emptying trash/recycle receptacles and replacing liners, and; removing trash and debris.
- 4.9.1.9 Clean and polish all stainless steel fixtures including water fountains, elevators/escalators, and bathroom fixtures.
- 4.9.1.10 Remove all tape and other adhesives, temporary signage and gum from floors, walls and ceilings.
- 4.9.1.11 Remove all trash from trash receptacles and dispose of in Facility waste compactors. Remove all material from Facility recycle receptacles and dispose of in Facility recycle compactors. All compactors are located on the South loading dock.

#### **4.9.2 PRE-EVENT CUSTODIAL**

- 4.9.2.1 Verify south dock area and dock entrances are clean including: trash and debris removed; trash/recycle receptacles emptied and liners replaced; floors swept, and mopped as necessary, and; all doors, windows and sills cleaned.
- 4.9.2.2 Verify north, south, east and west plaza level entrances are clean including: trash and debris removed; trash/recycle receptacles emptied and liners replaced; floors swept, and mopped as necessary, and; all doors, windows and sills cleaned.
- 4.9.2.3 Verify field, plaza, mezzanine, club and upper concourse areas, including “eyebrow” areas, meeting rooms, box offices, first-aid rooms, suites and press boxes, are clean including: trash and debris removed;



trash/recycle receptacles emptied and liners replaced; floors swept, and mopped as necessary, and; carpet vacuumed.

- 4.9.2.4 Verify seating areas, entrance vomitories, stairwells, floors, aisles and walkways on all levels are clean including: trash and debris removed; trash/recycle receptacles emptied and liners replaced; floors swept, and mopped as necessary, and; railings and seats cleaned.
- 4.9.2.5 Verify all public restrooms are clean and restocked including: trash and debris removed; trash/recycle receptacles emptied and liners replaced; floors swept, and mopped as necessary, and; commodes, urinals, partitions, sinks, doors, pipes, mirrors, dispensers, and other fixtures are clean and disinfected, including feminine product disposal containers.
- 4.9.2.6 Verify exterior concourses and grounds immediately surrounding Facility and Parking Lot "A" are clean including: trash and debris removed; trash/recycle receptacles emptied and liners replaced; floors swept, and mopped as necessary, and; trash and debris removed.
- 4.9.2.7 Verify all stainless steel fixtures are cleaned and polished including payphones, water fountains, elevators/escalators, and bathroom fixtures.
- 4.9.2.8 Verify all tape and other adhesives, temporary signage and gum has been removed from floors, walls and ceilings.
- 4.9.2.9 Clean exterior north and south plaza areas and Parking Lots "B" and "C" including: removing trash and debris; emptying/recycle trash receptacles and replacing liners, and; removing trash and debris.
- 4.9.2.10 Clean field level locker rooms, band room, officials' rooms, interview rooms, and associated restrooms and other rooms including: removing trash and debris; emptying trash/recycle receptacles and replacing liners; sweeping, and mopping as necessary; vacuuming carpet, and; cleaning and disinfecting commodes, urinals, partitions, sinks, doors, pipes, mirrors, dispensers, and other fixtures, including feminine product disposal containers.
- 4.9.2.11 Remove all trash from trash receptacles and dispose of in Facility waste compactors. Remove all material from Facility recycle receptacles and dispose of in Facility recycle compactors. All compactors are located on the South loading dock.

#### **4.9.3 EVENT CUSTODIAL**

- 4.9.3.1 Continuously remove all trash/recycle and debris from, sweep, and mop if necessary, and vacuum carpet in: north, south, east and west plaza level entrances; south dock area and dock entrances; field, plaza, mezzanine, club and upper concourse areas, including "eyebrow" areas, meeting rooms, box offices, first-aid rooms, suites and press boxes; seating areas, entrance vomitories, stairwells, floors, aisles and walkways on all levels; public restrooms; exterior concourses and grounds immediately surrounding Facility and parking lot A; exterior north and south plaza areas and Parking Lots "B" and "C", and; field level locker rooms, band room, officials locker rooms, and associated restrooms and other rooms.
- 4.9.3.2 Continuously clean and restock public restrooms including; removing trash and debris; emptying trash/recycle receptacles and replacing liners; sweeping, and mopping as necessary, and; cleaning and disinfecting commodes, urinals, partitions, sinks, doors, pipes, mirrors, dispensers, and other fixtures, including feminine product disposal containers.
- 4.9.3.3 Remove all trash from trash receptacles and dispose of in Facility waste compactors. Remove all material from Facility recycle receptacles and dispose of in Facility recycle compactors. All compactors are located on the South loading dock. Trash bags shall never be left in public view during events.

#### **4.9.4 POST-EVENT CUSTODIAL**

- 4.9.4.1 Clean south dock area and dock entrances including: removing trash and debris; emptying trash/recycle receptacles and replacing liners; sweeping, and mopping as necessary; cleaning all doors, windows and sills, and; power-washing entire dock area and dumpsters/trash compactors.

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

#### **4.9.5 ANNUAL CUSTODIAL/MAJOR EVENT CUSTODIAL/SPECIAL PROJECTS**

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

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

- 4.9.6.1 Setup and removal of: chairs; tables; stages; scaffolding; concourses; risers; rails, and; seating, camera and speaking platforms.
- 4.9.6.2 Installation and removal of: football field, basketball court, goals and all other related equipment and accessories.
- 4.9.6.3 Installation and removal of: ice rink, dasher boards and all other related equipment and accessories, as

well as creation and removal of ice.

4.9.6.4 Installation and removal of low-rise seating system.

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

#### **4.10 EVENT LIST AND FLOOR PLANS:**

"Event List" and "Floor Plans of Facility with Contractor's Assigned Areas", respectively, are attached as Attachment N and Attachment O. This information is for information purposes only and City makes no warranty as to the accuracy or completeness of the information. The information is also subject to change at any time for any reason, including booking or cancellation of events on the Event List and Facility capital improvements on the Floor Plans.

#### **4.11 CLEANING PRODUCTS, CONSUMABLE PRODUCTS AND HEALTH/SAFETY:**

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

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

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

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

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

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

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

4.11.8 Contractor shall also be responsible for providing adequate instructions and safety training for its entire staff regarding the proper use of all cleaning products and Service Equipment, including a safety manual with procedures for responding to misuse and/or accidents involving cleaning solutions and/or chemicals. Contractor must update the safety manual as required and provide to City and maintain an adequate number of copies of the safety manual in the Service areas for the use of its staff.

4.11.9 Contractor shall provide and maintain all necessary personal protective equipment for its staff to ensure their maximum safety, and shall train its entire staff on the proper use and maintenance of this equipment. Examples of such personal protective equipment include, but are not limited to:

- a. Disposable gloves/work gloves
- b. Safety glasses
- c. Safety clothing
- d. Hard hats/helmets
- e. Face/dust masks
- f. Safety shoes/boots

4.11.10 Contractor must ensure its staff is knowledgeable and trained in the proper handling and disposal of biohazards. Further, Contractor must provide to City a list of all materials required to handle and dispose of biohazards in order for City to stock and maintain such materials for Contractor use.

#### **4.12 MISCELLANEOUS:**

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

- 4.12.1 All trash and recycling material shall be discarded properly in appropriate City dumpsters, compactors or containers within twelve (12) hours after the end of a Service Request or event, or prior to the start of the next Service Request or event, whichever is sooner. Contractor shall include the Facilities Recycling program in their Daily and event operations.
- 4.12.2 City reserves the right to survey or collect information from tenants, clients, other contractors, guests, patrons, or any other users of the Facility regarding all aspects, including quality, of Services. City also reserves the right to require Contractor to respond to any negative or adverse responses or complaints, as determined by the City, within 48 hours of Contractor's receipt of such notice. Contractor's response must address the specific response or complaint and provide both immediate and permanent, if any, changes to Contractor's Operational, Management and Quality Assurance Plan, included and incorporated herein as Attachment A, Part Three, "Proposed Plan," to address the response or complaint. A pattern or history of negative survey ratings, as determined solely by City, will constitute a material breach of this Agreement.
- 4.12.3 City reserves the right to utilize City staff for the provision of some or all of the Services, or to discontinue the use of Contractor's Services at any time per termination provisions contained herein. City further reserves the right to increase or decrease Services at any time for any reason, including funding availability.
- 4.12.4 Contractor shall provide Services in a first-class manner which are efficient and of a level of quality equal to or greater than industry standards. All Service Equipment and materials, if any, provided by Contractor shall be of high quality and provided in a professional manner, equal to or greater than industry standards. City reserves the right to prohibit the provision of certain Services by Contractor if City concludes that the quality of Services sold by Contractor does not meet or exceed industry standards.
- 4.12.5 Contractor must conform to all rules and regulations at any time promulgated by City with respect to the Facility; cause its officers, employees, agents, independent contractors, and invitees at all times to abide by and conform to those rules and regulations which City may at any time affix and establish for the conduct of Contractor's employees. At a minimum, Contractor shall comply with the Alamodome's "Contractor Site Rules" which are included as Attachment K.
- 4.12.6 Contractor shall be liable and be required to repair or replace at an acceptable level to the Facility Representative for any and all damages to property, plants, equipment, etc., either accidental or deliberate, caused by Contractor's employees, agents, representatives, associates, volunteers, contractors or subcontractors. This shall include, but not be limited to, permanent stains or damage to carpets, walls or floors, broken or damaged equipment, fixtures, furnishings, etc. Contractor shall notify City immediately of any damage.
- 4.12.7 City shall have the sole right in its discretion, to cancel or reschedule any event during the term hereof or to dismiss the audience for any event. Contractor shall have no action or claim against City in such circumstance.
- 4.12.8 Except as otherwise permitted by this Agreement, Contractor shall not itself and shall not permit any subsidiary or affiliate of Contractor to advertise or promote in any way its own name or business or the name

or business of any of its subsidiaries or affiliates in the Facility or on the streets and sidewalks adjacent to the Facility or use the name of the Facility once identified or any variations thereof in any advertising, promotional or informational material, literature or publicity or on any letterhead or in any way advertise or publicize this Agreement, the transactions provided for herein and the relationships created thereby without City's prior written approval. No public announcement, to the press, or otherwise, of the transactions provided for herein shall be made by Contractor or City unless the same shall have been previously approved in writing by both Contractor and City.

## 005 - SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or JUNE 1, 2017, whichever is later. This contract shall terminate on May 30, 2022.

### Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for 1 additional 5 year period(s). Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.

### Temporary Short Term Extensions.

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

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

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

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

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

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

Change Orders. Notwithstanding anything stated to the contrary in Section 006 – General Terms & Conditions, in order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended.

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

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

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

#### Internal / External Catalog.

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

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

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

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

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

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

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

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

#### Catalog Updates.

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

#### Insurance.

A) Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City’s Finance Department - Purchasing Division, which shall be clearly labeled “Annual Contract for Custodial and Supplemental Conversion/Labor Services at ALAMODOME” in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent’s signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City’s Finance Department - Purchasing Division. No officer or employee, other than the City’s Risk Manager, shall have authority to waive this requirement.

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

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

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For 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
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

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

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

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

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.



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

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

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

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

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

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

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

#### PROPOSAL BOND.

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

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

#### PERFORMANCE BOND.

Contractor shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code in the full amount of the contract price. If this is an annual contract with estimated quantities, the bond shall be in the amount of the estimated contract price for a one year period. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract.

#### Incorporation of Attachments.

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

Attachment A – Part One - General Information  
Attachment A – Part Two - Experience, Background and Qualifications  
Attachment A – Part Three - Proposed Plan  
Attachment B – Price Schedule  
Attachment C – Contracts Disclosure Form  
Attachment D – Litigation Disclosure Form  
Attachment E – Small Business Economic Development Advocacy (SBEDA) Ordinance Compliance Provisions  
Attachment F – Small Business Economic Development Advocacy (SBEDA) Program Forms  
Attachment G – Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance  
Attachment H – Veteran-Owned Small Business (VOSB) Preference Program Tracking Form  
Attachment I – Certificate of Interested Parties Form  
Attachment J – Non-Discrimination Ordinance Language  
Attachment K – Contractor Site Rules  
Attachment L – Sample Service Request Form  
Attachment M – Performance Inspection Report  
Attachment N – Event List  
Attachment O – Floor Plans of Facility with Contractor's Assigned Areas  
Attachment P – Proposal Checklist

## **006 - GENERAL TERMS & CONDITIONS**

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

Delivery of Goods/Services.

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

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

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

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

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

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

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

Invoicing and Payment.

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

Information Required On Invoice.

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

#### Payment by City.

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

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

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

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

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

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

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

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

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

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

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

#### Termination.

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

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

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

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

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

## **INDEMNIFICATION.**

**CONTRACTOR 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 CONTRACTOR' activities under this Agreement, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, contractor or subcontractor of CONTRACTOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR 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. CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR' activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CONTRACTOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.

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

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

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

## **Records Retention.**

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

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

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

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

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

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

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

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

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with the City's Commercial Nondiscrimination Policy, as described under Section IILC.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

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

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

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

**007 - SIGNATURE PAGE**

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

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

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

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

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

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

Respondent Information

Please Print or Type

Vendor ID No.	_____
Signer's Name	_____
Name of Business	_____
Street Address	_____
City, State, Zip Code	_____
Email Address	_____
Telephone No.	_____
Fax No.	_____
City's Solicitation No.	_____

\_\_\_\_\_  
Signature of Person Authorized to Sign Proposal



## 008 - STANDARD DEFINITION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**009 - ATTACHMENTS**

**RFCSP ATTACHMENT A, PART ONE**

**GENERAL INFORMATION**

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

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

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

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

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

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

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

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

Year established: \_\_\_\_\_

Provide the number of years in business under present name: \_\_\_\_\_

Social Security Number or Federal Employer Identification Number: \_\_\_\_\_

Texas Comptroller's Taxpayer Number, if applicable: \_\_\_\_\_

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: \_\_\_\_\_

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

☐ Individual or Sole Proprietorship If checked, list Assumed Name, if any: \_\_\_\_\_

☐ Partnership

☐ Corporation If checked, check one: ☐ For-Profit ☐ Nonprofit

Also, check one: ☐ Domestic ☐ Foreign

☐ Other If checked, list business structure: \_\_\_\_\_

Printed Name of Contract Signatory: \_\_\_\_\_

Job Title: \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

Annual Revenue: \$ \_\_\_\_\_

Total Number of Employees: \_\_\_\_\_

Total Number of Current Clients/Customers: \_\_\_\_\_

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

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List Related Companies:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**11. Previous Contracts:**

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

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

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

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

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

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

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## REFERENCES

Provide three (3) references, 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: \_\_\_\_\_

\_\_\_\_\_

Annual Dollar Value of Contract: \_\_\_\_\_

### Reference No. 2:

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

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

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

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

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

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

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

\_\_\_\_\_

Annual Dollar Value of Contract: \_\_\_\_\_

### Reference No. 3:

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

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

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

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

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

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

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

\_\_\_\_\_

Annual Dollar Value of Contract: \_\_\_\_\_



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

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

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

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





## **RFCSP ATTACHMENT A, PART THREE**

### **PROPOSED PLAN**

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

1. **DAYS AND HOURS OF OPERATION:** Indicate the regular days and hours of operation in which Contractor shall provide Services within the Facility. Also, indicate the plan to provide Services outside regular days and hours of operation.
2. **OPERATIONAL AND MANAGEMENT PLAN:** Provide detailed and comprehensive Service plan, including staffing levels, staff assignments, and supervisor and staff task statements and responsibilities. Specific plans should include, but are not limited to the following, and should include standard staffing specifications by Service Request or event where feasible.
  - a. Daily custodial
  - b. Pre-event custodial
  - c. Event custodial
  - d. Post-event custodial
  - e. Annual custodial/major event custodial/special projects
  - f. Supplemental conversion/labor
3. **MANAGEMENT PLAN:** Provide detailed plan for managing the Services, including:
  - a. Maintenance of Assigned Areas.
  - b. Protocols involving accounting, documentation and report systems and processes, including time sheets.
  - c. Methods regarding the purchase, use, maintenance, disposal and inventory control of cleaning supplies, Service Equipment and machinery, as well as conversion tools, machinery and equipment.
  - d. Procedures for regular inspections, performance evaluations, and corrective actions, as well as contingency plans to meet production and staffing challenges.
  - e. Plans for regular meetings between City and Contractor.
  - f. Assurances that service will be provided consistently per Operating, Management and Quality Assurance Plan.
  - g. Provides for Contractor accountability and financial and contractual deductions for violations of Agreement or Operational, Management and Quality Assurance Plan.
4. **QUALITY ASSURANCE/QUALITY CONTROL PLAN:** Describe in detail plan for quality control, problem resolution, self-assessment, and interaction with City inspectors. Describe what type of equipment/reporting system will be utilized.
5. **CONTINGENCY PLAN:** Describe detailed plan to provide Services during power outages, labor shortages, etc.
6. **INVOICING PLAN:** Describe detailed plan to invoice City for Services provided. Respondent's response to this question shall include detailed examples of all documentation necessary to substantiate amount invoiced, including but not limited to, a sample of a City-approved Service Request(s) and sample time sheets/time cards for each employee for the sample event. The contractor's invoice and timesheets/timecards must clearly state the name of the event and the date of the event. Respondent shall utilize the Monster Jam event that is anticipated to occur on January 21, 2017 as the sample event for this exercise; the estimated attendance is 87,608 attendees.
7. **SUBCONTRACTOR MANAGEMENT PLAN:** Describe in detail plan for utilizing and managing subcontractor(s) to include:
  - a. Identifying, selecting, managing and assisting subcontractors regarding projects.
  - b. Contingency plan for unsatisfactory Services provided by a subcontractor.
8. **STAFFING PLAN:** Describe in detail Contractor's human resources plan and operations including job descriptions, personnel policies, qualifications, hiring, termination, management, scheduling, training, licensing/certification, criminal activity including theft and drug use, disciplinary action, and personal identification and uniforms.
9. **SITE MANAGER:** Provide name and resume of anticipated Site Manager. Describe in detail years of service, project history, facilities managed, job duties, etc.

10. **SAFETY PLAN:** Describe in detail Contractor's plan for safety and risk management controls, policies and procedures for protection of Contractor and City staff, other staff in the Facility, visitors, and patrons at all times, including hazard identification, Service Equipment inspection and maintenance, first-aid training, emergency operations, environmental protection, chemical use and material handling guidelines including the maintenance of material safety data sheets (MSDS), safety incentive rewards, provision and use of personal protective equipment, and compliance with OSHA, local codes, applicable UL standards, industry standards, and other applicable local, state and federal health and safety rules and regulations.

Contractor is responsible for providing and maintaining all Service Equipment, except as noted herein, necessary for the provision of Services under this Agreement. Examples of Contractor Service Equipment currently used for custodial Services in the Facility include, but are not limited to, the following: ride-on floor scrubbers; kai-vac machines; commercial vacuum machines; carpet care/cleaning machines, and; concrete-cleaning apparatus. Contractor must provide a detailed listing of the Service Equipment that it shall provide and maintain in the Facility for the performance of the Services herein. This list must include at a minimum:

- a. A name or short description of each type of Service Equipment.
  - b. Contractor inventory identification of each piece of Service Equipment (can be provided after award if equipment not already purchased).
  - c. A brief description of what Services the Service Equipment performs.
  - d. Quantity of each type of Service Equipment.
  - e. Brand and model of each type of Service Equipment.
  - f. Value of each type of Service Equipment and a total value of all the Contractor Service Equipment.
11. **WAGES AND BENEFITS PLAN:** Indicate the range of wages that Respondent has established for the Site Manager, Custodial/Conversion Supervisors, Custodial Technician (Daily), Custodial Technician (Event/Other), and Conversion Technician classifications. Provide minimum qualifications and information regarding what factors determines starting wages and subsequent increases. Indicate what benefits (e.g., retirement, medical, dental, vision, life insurance, disability insurance, wellness, leave and holidays, skills pay, tuition assistance, employee assistance program, etc.) will be provided to these job classifications and provide a cost per employee related to these benefits. Indicate what amount and percent of the costs are paid by the Respondent and what amount and percent are paid by the employee for each individual benefit. (Use charts to make this information clear.) Indicate if the benefits provided to these job classes are the same, and at the same cost, as benefits provided or made available to other job classifications in the Respondent firm.
12. **ADDITIONAL INFORMATION:** Provide any additional detailed plans and/or relevant information about Contractor's approach to providing the required Services.

## RFCSP ATTACHMENT B

### PRICE SCHEDULE

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

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

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

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

#### ITEM 1 – CUSTODIAL AND SUPPLEMENTAL CONVERSION/LABOR SERVICES

**INITIAL TERM – 6/01/2017 – 5/30/2022**

<b>STAFFING</b> (indicate hourly rate except as noted)	<b>Est. No. of Annual Staffing- Hours</b>	<b>6/01/2017 – 5/30/2018</b>	<b>6/01/2018 – 5/30/2019</b>	<b>6/01/2019 – 5/30/2020</b>	<b>6/01/2020 – 5/30/2021</b>	<b>6/01/2021 – 5/30/2022</b>
1a.) Site Manager (indicate <u>monthly</u> rate)	3,000	\$	\$	\$	\$	\$
		per month	per month	per month	per month	per month
1b.) Custodial / Conversion Supervisor	6,700	\$	\$	\$	\$	\$
		per hour	per hour	per hour	per hour	per hour
1c.) Custodial Technician (Daily)	15,200	\$	\$	\$	\$	\$
		per hour	per hour	per hour	per hour	per hour
1d.) Custodial Technician (Event/Other)	45,200	\$	\$	\$	\$	\$
		per hour	per hour	per hour	per hour	per hour
1e.) Conversion Technician	10,200	\$	\$	\$	\$	\$
		per hour	per hour	per hour	per hour	per hour

**RENEWAL TERM – 6/01/2022 – 5/30/2027**

<b>STAFFING</b> (indicate hourly rate except as noted)	<b>Est. No. of Annual Staffing- Hours</b>	<b>6/01/2022 – 5/30/2023</b>	<b>6/01/2023 – 5/30/2024</b>	<b>6/01/2024 – 5/30/2025</b>	<b>6/01/2025 – 5/30/2026</b>	<b>6/01/2026 – 5/30/2027</b>
1a.) Site Manager (indicate <u>monthly</u> rate)	3,000	\$	\$	\$	\$	\$
		per month	per month	per month	per month	per month
1b.) Custodial / Conversion Supervisor	6,700	\$	\$	\$	\$	\$
		per hour	per hour	per hour	per hour	per hour
1c.) Custodial Technician (Daily)	15,200	\$	\$	\$	\$	\$
		per hour	per hour	per hour	per hour	per hour
1d.) Custodial Technician (Event/Other)	45,200	\$	\$	\$	\$	\$
		per hour	per hour	per hour	per hour	per hour
1e.) Conversion Technician	10,200	\$	\$	\$	\$	\$
		per hour	per hour	per hour	per hour	per hour

**Payment Terms: Prompt payment discount \_\_\_\_\_ % \_\_\_\_\_ days (if no discount is offered, net 30 will apply).**

**RFCSP 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.

**RFCSP ATTACHMENT D**  
**LITIGATION DISCLOSURE FORM**

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

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

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

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

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

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

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

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

## RFCSP ATTACHMENT E

### ***Annual Contract for Custodial and Supplemental Conversion/Labor Services for Alamodome***

#### **Solicitation Language**

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 required SBEDA forms. The point of contact, David Rodriguez, may be reached by telephone at (210) 207-0071 or by e-mail at David.Rodriguez3@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.*

#### **SBE Prime Contract Program – 10 pts.**

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

#### **M/WBE Prime Contract Program –10 pts.**

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

No evaluation criteria points will be awarded to non-SBE or non-M/WBE Prime CONTRACTORS through subcontracting to certified SBE or M/WBE firms. Further, failure to meet the fifteen (15%) M/WBE subcontracting requirements will deem your proposal NON-RESPONSIVE.

#### **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.

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

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

#### **B. SBEDA Program**

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2016-05-19-0367 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development Department (EDD) website page and is also available in hard copy format upon request to the CITY. The



SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of the SBEDA Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

### C. Definitions

**Affirmative Procurement Initiatives (API)** – Refers to various 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). To be eligible for the benefits of race- and gender-conscious APIs as provided in the SBEDA Ordinance, M/WBE firms must also satisfy the size standards for being a Small Business Enterprise or SBE as defined herein.

**Annual Aspirational Goal** – a non-mandatory annual aspirational percentage goal for overall M/WBE Prime and subcontract participation in City of San Antonio contracts is established each year for Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contract Industry Categories. This Annual Aspirational Goal is to be set (and thereafter adjusted) by the Goal Setting Committee (GSC) based upon the M/WBE availability by industry in accordance with the City's 2015 Disparity Study findings, along with relative M/WBE availability data to be collected by the City through its CVR system, and the utilization of M/WBEs. Any adjusted Annual Aspirational Goals for a given industry should not exceed the Expected Availability for award dollar weights as found in the 2015 Disparity Study. Annual Aspirational Goals are not to be routinely applied to individual contracts, but are intended to serve as a benchmark against which to measure the overall effectiveness of the S/M/WBE Program on an annual basis, and to gauge the need for future adjustments to the mix and to the aggressiveness of remedies being applied under the Program. Percentage Goals for S/M/WBE participation may be established by the GSC on a contract-by-contract basis based upon similar data and analysis for the particular goods and services being purchased in a given contract.

**Award** – the final selection of a Respondent for a specified Prime Contract or subcontract dollar amount. Contract awards are made by the City to Prime Contractors or vendors and by Prime Contractors or vendors to Subcontractor or sub-vendors, usually pursuant to a solicitation process. (Contract awards are to be distinguished from contract payments in that they only reflect the anticipated dollar amounts instead of actual dollar amounts that are paid to a contractor under an awarded contract).

**Best Value Contracting** – a purchasing solicitation process through which the Originating Department may evaluate factors other than price. Evaluation criteria for selection may include a Respondent's previous experience and quality of product or services procured, and other factors identified in the applicable statute.

**Centralized Vendor Registration System (CVR)** – a mandatory electronic system of hardware and software programs by which the City recommends all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. All businesses awarded a City contract shall be required to register in the CVR. 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.

**Certification** – 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 may accept 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.

**City** – refers to the City of San Antonio, TX.

**Commercially Useful Function** – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution 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.

**Control** – the authority of a person or business owner to sign responses to solicitations and contracts, make price negotiation decisions, sell or liquidate the business and have the primary authority to direct the day-to-day management and operation of a business enterprise without interference from others.

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

**Emerging SBE (ESBE)** – a certified SBE corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is independently owned and operated by Individuals legally residing in, or that are citizens of, the United States or its territories whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

**Emerging M/WBE** – a certified M/WBE firm whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

**Evaluation Preference** – an API that may be applied by the Goal Setting Committee 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 Respondents.

**Formal Solicitation** – an invitation for bids, request for proposals, request for qualifications or other solicitation document issued by a City department for a contract that requires City Council approval, in accordance with the procurement rules adopted by the City Manager or designee through a memorandum issued by the City Manager or designee, an Administrative Directive or a procurement manual issued under the authority of the City Manager or designee, and/or pursuant to statutory requirements.

**Goal Setting Committee (GSC)** – a committee, or series of committees, appointed and chaired by the City Manager or designee from the Executive Team that includes, at a minimum, the EDD Director or designee, and the Director of Finance or Director of Transportation and Capital Improvements (TCI) or their designees, the Director or designee of the Originating Department (if the Originating Department is neither Finance nor TCI,) all without duplication of designees and two citizens appointed by City Council who are eligible to vote during the goal setting committee on contracts valued at \$3,000,000 and above. The City Manager or designee may also appoint two ex-officio members of the Small Business Advocacy Committee to serve on any GSC purely in an advisory and non-voting capacity. The GSC establishes S/M/WBE Program Goals for the City of San Antonio (e.g., Annual Aspirational Goals, Contract-by-Contract Subcontracting Goals, and determining which M/WBE segments are eligible for Segmented Subcontracting Goals annually) based upon Industry Categories, vendor availability, project-specific characteristics, and M/WBE utilization. The GSC also makes determinations about which Affirmative Procurement Initiatives (APIs) are to be applied to specific contracts based upon various criteria.

**Good Faith Efforts** – documentation of the Respondent's intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation as stated in the solicitation 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., 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 CONTRACTORS that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.)

**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, 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.”

**Joint Venture Incentives** – an API that provides inducements for non-SBE and non-M/WBE firms to collaborate with SBE or M/WBE partners in responses to solicitations and performing a Prime Contract to supply goods to, or to perform non-Construction services on behalf of, the City. Joint ventures are manifested by written agreements between two or more Independently Owned and Controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture. Incentives under this API may include Evaluation Preferences that are tied to the percentage of SBE or M/WBE participation in the joint venture, expedited issuance of building permits and extra contract option years in certain Other Services and Goods & Supplies contracts.

**Minority/Women Business Enterprise (M/WBE)** – firm that is certified 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 M/WBEs that have been certified for participation in the City’s M/WBE Program APIs.

**M/WBE Subcontracting Program** – an API in which Prime Contractors or vendors are required to make Good Faith Efforts to subcontract a specified percentage of the value of prime contract dollars to certified M/WBE firms. Such subcontracting goals may be set and applied by the GSC on a contract-by-contract basis to those types of contracts that provide subcontract opportunities for performing Commercially Useful Functions wherein:

- (1) There have been ongoing disparities in the utilization of available M/WBE Subcontractors; or
- (2) Race-Neutral efforts have failed to eliminate persistent and significant disparities in the award of prime contracts to M/WBEs in a particular Industry Category or industry segment (e.g., Construction contracts, Professional Services contracts, and Architectural and Engineering contracts), and subcontract opportunities are limited outside of City contracts.

When specified by the GSC, the M/WBE Subcontracting Program may also be required to reflect Good Faith Efforts that a Prime Contractor or vendor has taken (or commits to taking in the case of solicitations that do not include a detailed scope of work or those in which price cannot be considered a factor in evaluation), toward attainment of subcontracting goals for M/WBE firms.

**M/WBE Evaluation Preference** – an API that the City may apply to requests for proposals or qualifications (RFPs or RFQs) on City Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts that are issued pursuant to a Best Value Contracting method or other methods of procurement wherein criteria other than lowest price are factored into the selection process. M/WBEs that submit responses for these kinds of

solicitations are awarded additional Points in the scoring of their responses when evaluating and ranking their responses against those submitted by non-minority firms. Where specified in contract specifications as approved by the Goal Setting Committee, the M/WBE Evaluation Preference may be limited to Emerging M/WBE firms.

**Minority Business Enterprise (MBE)** – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified 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 the SBEDA 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 with origins in any of the black racial groups of Africa.

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

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

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

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

**Payment** – dollars actually paid to Prime 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, Other Services, and Goods & Supplies contracts (e.g., up to 20 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.

**Race-Conscious** – any business classification or API wherein the race or gender of business owners is taken into consideration (e.g., references to M/WBE programs and APIs that are listed herein under the heading of “Race-Conscious”). To be eligible for the benefits of race- and gender-conscious APIs as provided in this Ordinance, M/WBE firms must also satisfy the size standards for being a Small Business Enterprise or SBE as defined herein.

**Race-Neutral** – any business classification or API wherein the race or gender of business owners is not taken into consideration (e.g., references to SBE programs and APIs that are listed herein under the heading of “Race-Neutral”).

**Relevant Marketplace** – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the 2015 Disparity Study, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMS), 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.

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

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

**San Antonio Metropolitan Statistical Area (SAMSA)** – also known as the Relevant Marketplace, the geographic market area from which the City's 2015 Disparity Study analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

**Segmented M/WBE Goals** – the application of multiple goals for M/WBE participation within Annual Aspirational Goals or for M/WBE Subcontracting Goals on an individual City contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals. Such segmented goals specifically target the participation of a particular segment of business enterprises owned and Controlled by WBEs or certain Minority Group Members (e.g., African-Americans or Hispanic-Americans) based upon relative availability and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. The application of Segmented M/WBE Goals is intended to ensure that those segments of M/WBEs that have been most significantly and persistently underutilized receive a fair measure of remedial assistance.

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

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

**Subcontractor** – any vendor or contractor that is providing goods or services to a Prime Contractor in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of the binding agreement between the Prime Contractor and the Subcontractor shall be submitted prior to the City's issuance of a notice to proceed.

**Suspension** – the temporary stoppage of an 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, or pursuant to the Penalties and Sanctions set forth in Section III.E.13.

**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 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 Ordinance is not inclusive of MBEs.

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

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

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its subcontractors with this term;
2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its subcontractors or suppliers;
3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
4. CONTRACTOR shall 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 for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System (CVR), and CONTRACTOR has represented to CITY which primary commodity codes each Subcontractor will be performing under for this contract. CITY recommends all Subcontractors to be registered in the CVR.

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

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

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

**M/WBE Prime Contract Program.** In accordance with the SBEDA Ordinance, Section III. D. 8. (b), this contract is being awarded pursuant to the M/WBE Prime Contract Program and as such, CONTRACTOR affirms that if it is presently certified as an M/WBE (see *Minority/Women Business Enterprise* definition), CONTRACTOR agrees not to subcontract more than 49% of the contract value to a non-M/WBE firm, and

**M/WBE Subcontracting Program.** In accordance with SBEDA Ordinance Section III. D. 8. (f), this contract is also being awarded pursuant to the M/WBE Subcontracting Program. CONTRACTOR agrees to subcontract at least **fifteen percent (15%)** of its prime contract value to certified M/WBE firms headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area (SAMSA). The Subcontractor/Supplier Utilization Plan which CONTRACTOR submitted to City with its response for this contract at the time of bid submission, and that contains the names of the certified M/WBE Subcontractors to be used by CONTRACTOR on this contract, the respective percentages of the total prime contract dollar value to be awarded and performed by each M/WBE Subcontractor, and documentation including a description of each M/WBE Subcontractor's scope of work and confirmation of each M/WBE Subcontractor's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Agreement.

In the absence of a waiver granted by the SBO, failure of a Prime CONTRACTOR to attain this M/WBE subcontracting goal as required in the solicitation shall render its response non-Responsive. Also, in the absence of a waiver granted by the SBO, failure of a Prime CONTRACTOR to attain a subcontracting goal for M/WBE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with the City and shall be subject to any penalties and sanctions available under the terms of the SBEDA Ordinance, its contract with the City or by law.

**Subcontractor Diversity:** The City of San Antonio strongly encourages each bidder to be as inclusive as possible, and to reach out to all segments of the M/WBE community in its efforts to exercise good faith in achieving the M/WBE subcontracting goal of 15% that has been established for this contract. While the relative availability of ready, willing, and able firms within various ethnic and gender categories will vary significantly from contract to contract based upon the particular trades that are involved, overall in the San Antonio architecture and engineering industry, as reflected in the City's Centralized Vendor Registration system for the month of November 2016, African-American owned firms represent approximately 2.42% of available subcontractors, Hispanic-American firms represent approximately 9.71%, Asian-American firms represent approximately 0.78%, Native American firms represent approximately 0.23%, and Women-owned firms represent approximately 5.13% of available architecture and engineering subcontractors.

#### F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such

compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

#### G. Prompt Payment

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

#### H. Violations, Sanctions and Penalties

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

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

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

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





**RFCSP ATTACHMENT F**  
**SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORMS**

Posted as separate document.

## **RFCSP ATTACHMENT G**

### **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 Tracking Form attached to this solicitation as Attachment H. Respondent must complete and return the attached Veteran-Owned Small Business Program Tracking Form.

**RFCSP ATTACHMENT H**

**VETERAN-OWNED SMALL BUSINESS (VOSB) PREFERENCE PROGRAM TRACKING FORM**

Posted as separate document.

## RFCSP ATTACHMENT I

### CERTIFICATE OF INTERESTED PARTIES (Form 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234). The form is available from the Texas Ethics Commission by accessing the following web address:

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

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

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

“Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

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

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

## **RFCSP ATTACHMENT J**

### **NON-DISCRIMINATION ORDINANCE LANGUAGE**

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

**RFCSP ATTACHMENT K**  
**CONTRACTOR SITE RULES**



**CONTRACTOR SITE RULES**

**Contractor Parking**

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

**Deliveries**

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

**Diesel and Fossil Fueled Powered Vehicles and Equipment**

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

**Elevators**

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

**Fire Alarm**

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

**First Aid**

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

**Harassment / Inappropriate Language / Horseplay**

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

**Hazardous and Controlled Products**

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

**Housekeeping and Waste Management**

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

#### **Hygiene Facilities**

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

#### **Meals and Breaks**

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

#### **Noise and Vibration**

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

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

#### **Personal Protective Equipment**

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

#### **Site Access and Egress (external)**

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

#### **Site Access and Egress (internal)**

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

#### **Smoking**

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

#### **Tools and Equipment**

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

#### **Unloading and Storage Areas (Temporary Hoarding)**

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

#### **Warning Signs, Barricades, and Lighting**

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



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

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

### **1. IN CASE OF FIRE**

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

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

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

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

### **2. BEFORE COMMENCEMENT OF WORK**

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

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

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

### **3. DRAINS AND SEWERS**

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

Accidental discharge should be reported to Dome Maintenance.

### **4. EQUIPMENT BROUGHT ON SITE**

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

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

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

### **5. ACCIDENTS**

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

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

### **6. ACCESS EQUIPMENT**

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

## 7. GENERAL

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

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

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

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

### Contact telephone numbers:

Maintenance Manager 207-3671  
Security 207-3680

### Declaration

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

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

(Please print clearly)

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

### Custodial and Supplemental Conversion Sheet

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**RFCSP ATTACHMENT M**  
**PERFORMANCE INSPECTION REPORT**

Posted as separate document.

## RFCSP ATTACHMENT N

### EVENT LIST

Following is a chronological list of anticipated events that will be held at the Facility for the period October 1, 2016 through September 30, 2017. This list is intended to provide respondents with the estimated number of events, event types, and event attendance on an annual fiscal-year basis in order to develop Respondent's rates required in Attachment B - Price Schedule. While this list should be used to develop Respondent's Price Schedule, no guarantee is made by the City as to the accuracy or reliability of this information.

<b>October 2016 - September 2017 Anticipated Events</b>	<b>Date</b>	<b>Event Days</b>	<b>Attendance</b>
UTSA vs. Southern Mississippi	10/08/2016	1	18,850
Keith Urban Concert - Live Nation	10/13/2016	1	15,000
UTSA vs. UT in El Paso	10/22/2016	1	18,850
UTSA vs. North Texas	10/29/2016	1	18,850
Bands of America	11/04/2016 - 11/05/2016	2	12,954
UIL Marching	11/07/2016 - 11/08/2016	2	16,336
US Army vs. Notre Dame	11/12/16	1	45,000
UTSA vs. Charlotte	11/26/2016	1	18,850
Rock n Roll Marathon	12/03/2016 - 12/04/2016	2	N/A
USAA XMAS Party	12/7/2016	1	10,630
UTSA Graduation Ceremonies	12/17/2016 - 12/18/2016	2	36,000
Valero Alamobowl	12/29/2016	1	65,277
U.S. Army All-American Bowl	1/07/2017	1	26,742
Tour of TX Power League Volleyball Tournament	1/14/2017 - 1/16/2017	3	16,351
Monster Jam - FELD	1/21/2017 - 1/22/2017	2	87,608
WWE Wrestling	1/29/2017	1	25,000
Cheer Power Nationals	2/03/2017 - 2/05/2017	3	38,967
SA Boat & RV Show-River City Productions	2/09/2017 - 2/12/2017	4	7,291
Super Love Jam	2/17/2017	1	4,500
Love & Happiness Concert	2/18/2017	1	5,689
Alamo Running Festival	2/18/2017 - 2/19/2017	2	5,000
Spring Home & Garden Show	2/24/2017 - 2/26/2017	3	14,433
UIL Girls & Boys Basketball Tournaments	3/02/2017 - 3/04/2017 3/09/2017 - 3/10/2017	6	86,615
TX Rangers Baseball	3/17/2017 - 3/18/2017	2	55,895
Race for the Cure	4/01/2017	1	30,000
Disney on Ice - FELD	4/13/2017 - 4/16/2017	7	46,500
UTSA Spring Game	4/22/2017	1	450
Fiesta Carnival	4/20/2017 - 4/30/2017	11	N/A
UTSA Commencements	5/13/2017 - 5/14/2017	2	36,000
High School Graduations	5/26/2017 - 6/09/2017	22	120,000
UTSA Football Camp	7/12/2017 - 7/13/2017	2	900
Alamo Bowl Youth Clinic	7/14/2017	1	N/A
Drum Corps International	7/15/2017	1	8,800
Pigskin Preview	8/30/2017	1	N/A
UTSA vs. University of Houston	9/02/2017	1	18,850
UTSA vs. Southern University	9/16/2017	1	18,850
Fall Home & Garden Show	9/29/2017 - 10/01/2017	3	30,000
ITYFTY Concert	TBD	3	15,000
ITYFTY Sporting Event	TBD	2	10,000
<b>TOTAL EVENT DAYS AND ATTENDANCE</b>		<b>104</b>	<b>986,038</b>

**RFCSP ATTACHMENT O**  
**FLOOR PLANS AND CONTRACTOR'S ASSIGNED AREAS**

Posted as separate document.

## RFCSP ATTACHMENT P

### PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFCSP Attachment A, Part One	
Experience, Background & Qualifications RFCSP Attachment A, Part Two	
Proposed Plan RFCSP Attachment A, Part Three	
Price Schedule RFCSP Attachment B	
* Contracts Disclosure Form RFCSP Attachment C	
Litigation Disclosure RFCSP Attachment D	
* SBEDA Form RFCSP Attachment F; and Associated Certificates, if applicable	
* Veteran-Owned Small Business (VOSB) Program Tracking Form RFCSP Attachment H	
* Certificate of Interested Parties Form RFCSP Attachment I	
Proof of Insurability 1) Insurance Provider's Letter 2) Copy of Current Certificate of Insurance	
Financial Information	
* Signature Page (only required for a hard copy submission) RFCSP Section 007.	
Proposal Checklist RFCSP Attachment P	
* Proposal Bond and Associated Power-of-Attorney	
* Addenda, if any	
One (1) Original, 7 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.