

ORDINANCE 2018-08-30-0655

APPROVING A CONTRACT WITH 3RD GENERATION SERVICES, LLC TO PROVIDE CUSTODIAL SERVICES FOR LA VILLITA, MARKET SQUARE, CENTRO DE ARTES BUILDING, CENTRO INFORMATION CENTER, DOWNTOWN LAVATORY, SAN ANTONIO GARDEN CENTER AND BRUSH RECYCLING CENTERS FOR AN ESTIMATED ANNUAL AMOUNT OF \$614,000.00, FUNDED FROM THE DEPARTMENTS' FY 2018 OPERATING BUDGETS.

* * * * *

WHEREAS, on January 22, 2018, the City of San Antonio issued a Request for Competitive Sealed Proposals (RFCSP) to provide the City with custodial services for La Villita, Market Square, Centro de Artes Building, Centro Information Center, Downtown Lavatory, San Antonio Garden Center and Brush Recycling Centers; and

WHEREAS, nine proposals were received prior to the February 28, 2018 submission deadline; and

WHEREAS, two proposals were deemed non-responsive by the Economic Development Department due to respondents' failure to meet the Small Business Economic Development Advocacy subcontracting requirement, and two proposals were deemed non-responsive for failure to submit price schedule attachments specified in the RFCSP; and

WHEREAS, upon evaluation of the five responsive proposals received, staff recommends 3rd Generation Services, LLC for award of this contract; **NOW THEREFORE**,

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

SECTION 1. The proposal submitted by 3rd Generation Services, LLC to provide the City with custodial services is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the score summary, Integration Agreement and RFCSP are attached hereto and incorporated herein for all purposes as **Exhibit A**.

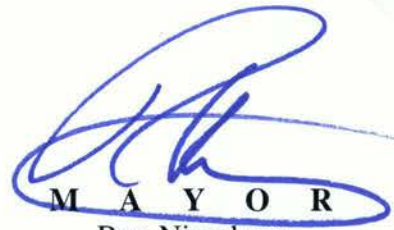
SECTION 2. The proposals from Kenneth Demerson d/b/a KD's Janitorial Services, La MED Facility Maintenance, Inc., Prevention & Strengthening Solutions, Inc. and The Underdogs Unlimited, LLC. are non-responsive and disqualified from consideration for failure to meet the specifications and/or requirements of the RFCSP.

SECTION 3. Payment not to exceed the budgeted amount will be encumbered upon issuance of purchase orders, and is authorized to 3rd Generation Services, LLC. All expenditures will be in accordance with the Fiscal Year 2018 budget. Additional funding for this ordinance is

contingent upon City Council approval of the City's operating budget and the availability of funds for subsequent Fiscal Years.

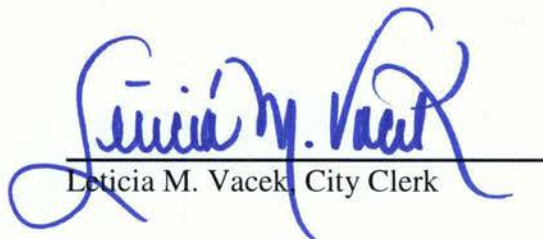
SECTION 4. This Ordinance is effective immediately upon its passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

PASSED and APPROVED this 30th day of August, 2018.



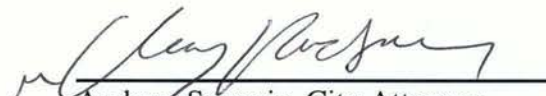
M A Y O R
Ron Nirenberg

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney

Agenda Item:	4 (in consent vote: 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 28, 29, 30)						
Date:	08/30/2018						
Time:	09:43:58 AM						
Vote Type:	Motion to Approve						
Description:	Ordinance approving a contract with 3rd Generation Services, LLC to provide custodial services for La Villita, Market Square, Centro de Artes Building, Centro Information Center, Downtown Lavatory, San Antonio Garden Center and Brush Recycling Centers for an estimated annual amount of \$614,000.00, funded from the departments' FY 2018 Operating Budgets. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x			x	
William Cruz Shaw	District 2		x				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				
Clayton H. Perry	District 10		x				

EXHIBIT A

RFCSP AC for Custodial Services for La Villita, Mkt. Square, Centro de Artes Bldg., Centro Information Ctr., Downtown Lavatory, SA Garden Center and Brush Recycling Centers RFCSP 17-116, RFx: 6100009414 Score Summary FINAL EVALUATION Thursday, April 26, 2018	Maximum Points	3rd Generation Services 6800 Park Ten Blvd. Suite 136E San Antonio, Texas 78213	CS Total Services LLC dba Clean Services 10835 Gulfdale Street San Antonio, Texas 78216	Ernestina Luna dba Unified Service Associates 414 General McMullen, Ste. 111 San Antonio, Texas 78237	Mendoza Maintenance Group Inc. 5303 Springfield Laredo, Texas 78041	Selrico Services, Inc. 717 W. Ashby San Antonio, Texas 78212
A - Experience, Background, Qualifications	30	24.00	5.60	13.20	13.20	23.80
B - Proposed Plan	30	26.00	7.20	11.80	14.40	22.60
A - B SUB-TOTAL	60	50.00	12.80	25.00	27.60	46.40
C - Price Schedule	20	18.31	18.81	20.00	17.37	11.69
D - SBEDA - ESBE Prime Contract Program	10	0.00	10.00	10.00	0.00	0.00
SBEDA - M/WBE Prime Contract Program	10	10.00	10.00	10.00	0.00	10.00
C - D SUB-TOTAL	40	28.31	38.81	40.00	17.37	21.69
TOTAL SCORE	100	78.31	51.61	65.00	44.97	68.09
RANK BASED ON TOTAL SCORE		1.00	4.00	3.00	5.00	2.00



ANNUAL CONTRACT FOR CUSTODIAL SERVICES FOR LA VILLITA, MARKET SQUARE, CENTRO DE ARTES BUILDING, CENTRO INFORMATION CENTER, DOWNTOWN LAVATORY, SAN ANTONIO GARDEN CENTER AND BRUSH RECYCLING CENTERS

**REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")
NO.: 6100009414, RFCSP 17-116**

This Agreement is entered into by and between the City of San Antonio, Texas, a home-rule municipal corporation (City), by and through its Director of Finance or said Director's designee, and 3RD Generation Services, LLC. (Contractor), both of which may be referred to herein collectively as the "Parties".

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

1.0 CONTRACT DOCUMENTS

The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below:

- 1.1 This Integration Agreement;
- 1.2 City's RFCSP No.: 6100009414, RFCSP 17-116, including all attachments and addenda thereto;
- 1.3 Contractor's proposal in response to City's RFCSP No.: 6100009414, RFCSP 17-116, including Contractor's BAFO responses.

2.0 LA VILLITA MINIMUM PERSONNEL REQUIREMENTS

The City requested a Best and Final Offer (BAFO No. 1) for Item 1A, for La Villita based on revised 4.3.1 La Villita Minimum Personnel Requirements for the 2nd Shift, with the option to award based on the requirements in the BAFO or in the original RFCSP. City has elected to award based on the requirements contained in BAFO No. 1 and Respondent's response to BAFO No. 1. As such, Section 4.3.1 shall read as follows:

4.3.1 LA VILLITA MINIMUM PERSONNEL REQUIREMENTS:

Custodial services shall be performed in 2 shifts, between the hours of 6:30 a.m. and 8:00 p.m., Monday through Sunday, including holidays (Except: New Years Day, Easter Sunday, Thanksgiving Day and Christmas Day).

1st Shift: Monday – Wednesday: one custodian from 6:30 a.m. to 3:30 p.m.; one custodian from 11:00 a.m. to 8:00 p.m.; and one custodian (MONDAY ONLY) from 8:00 a.m. to 5:00 p.m. [A total of 3 custodians are required to meet the minimum personnel requirements during this 1st shift on Mondays. On Tuesdays and Wednesdays, 2 custodians are required.]

2nd Shift: Thursday – Sunday: one custodian from 6:30 a.m. to 3:30 p.m.; one custodian from 8:00 a.m. to 5:00 p.m.; and one custodian from 11:00 a.m. to 8:00 p.m. [A total of 3 custodians are required to meet the minimum personnel requirements during this 2nd shift.]

At least 1 custodian assigned to each shift must have supervisory capacity.

Various events are held at La Villita throughout the year. Due to the volume of people who attend such events, City may require the services of additional custodians to perform custodial services in anticipation of, during, and/or after an event. The Facilities Coordinator for La Villita will coordinate with Contractor when additional custodians are required, and Contractor shall provide the additional staff. City shall pay Contractor for the additional staff requested on an as needed basis by La Villita's Facilities Coordinator in accordance with Item II on the Price Schedule.

3.0 BAFO No. 1 PRICE FOR ITEM 1A: LA VILLITA

The parties hereby agree that the price per month for Item 1A: La Villita is \$12,158.52.

4.0 CENTRO DE ARTES BUILDING

The personnel requirements stated in RFCSP 4.3.3 for the Centro De Artes Building are modified as follows pursuant to BAFO No. 2:

4.3.3 CENTRO DE ARTES BUILDING PERSONNEL REQUIREMENTS:

Custodial services shall be performed on Monday, Tuesday, Wednesday, Thursday and Friday, including holidays- (Except: New Years Day, Easter Sunday, Thanksgiving Day and Christmas Day). A minimum of one custodian is required for Monday, Tuesday, Wednesday, Thursday and Friday - from 12 noon – 4 p.m. in order to service the offices and restroom facilities in the building. The museum floors must be mopped on each day of service.

Provisions Applicable to Both Market Square and Centro de Artes Building:

At least 1 custodian assigned to each shift must have supervisory capacity.

a. Various events are held at Market Square and Centro de Artes throughout the year. Due to the volume of people who attend such events, City may require the services of additional custodians to perform custodial services in anticipation of, during, and/or after an event. The Facilities Coordinator for Market Square will coordinate with Contractor when additional custodians are required for both Market Square and the Centro De Artes Building, and Contractor shall provide the additional staff. City shall pay Contractor for the additional staff requested on an as needed basis by Market Square's Facilities Coordinator in accordance with Item II on the Price Schedule.

5.0 BAFO NO. 2 PRICE FOR ITEM 1C: CENTRO DE ARTES

The parties hereby agree that the price per month for Item 1C: Centro de Artes is \$2,261.13.

The parties further acknowledge and agree that the change in requirements stated in 4.3.3 above is anticipated to be temporary, and that the City may revert back to the original requirements that were stated in the RFCSP prior to BAFO No. 2. At such time, City shall issue a change order and the price for Item 1C shall revert back to Contractor's original price of \$1,356.72 per month.

6.0 ENTIRE AGREEMENT


This Agreement, together with its attachments and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

EXECUTED and **AGREED** to as of the dates indicated below. This Agreement may be executed in multiple copies, each of which shall constitute an original.

CITY OF SAN ANTONIO

3RD GENERATION SERVICES, LLC.

Norbert Dziuk
Procurement Operations Lead
Date: _____


Print Name: Mike Delgado Sr.
Title: Director of Sales & Collections
Date: 8/14/18

Approved as to Form:

Assistant City Attorney



CITY OF SAN ANTONIO
Finance Department – Purchasing Division

REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")
NO.: 6100009414, RFCSP 17-116

ANNUAL CONTRACT FOR CUSTODIAL SERVICES FOR LA VILLITA, MARKET
SQUARE, CENTRO DE ARTES BUILDING, CENTRO INFORMATION CENTER,
DOWNTOWN LAVATORY, SAN ANTONIO GARDEN CENTER AND BRUSH
RECYCLING CENTERS

Date Issued: JANUARY 22, 2018

BIDS MUST BE RECEIVED NO LATER THAN:
2:00 PM, CENTRAL TIME, FEBRUARY 28, 2018

Proposals may be submitted by any of the following means:

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

Address for hard copy responses:

Physical Address:

City Clerk's Office
100 Military Plaza
1ST Floor, City Hall
San Antonio, Texas 78205

Mailing Address:

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

For Hard Copy Submissions, Mark Envelope

"ANNUAL CONTRACT FOR CUSTODIAL SERVICES FOR LA VILLITA, MARKET SQUARE, CENTRO DE ARTES
BUILDING, CENTRO INFORMATION CENTER, DOWNTOWN LAVATORY, SAN ANTONIO GARDEN CENTER
AND BRUSH RECYCLING CENTERS"

Proposal Due Date: 2:00 p.m. CENTRAL TIME, FEBRUARY 28, 2018

RFCSP No.: 6100009414

Respondent's Name and Address

Proposal Bond: NO Performance Bond: NO 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 JANUARY 30, 2018 at 9:00 A.M. CT, at Market Square- Farmers
Market Food Court, 612 W. Commerce, San Antonio, TX 78204

Staff Contact Person: RAMON SANCHEZ, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966. Email: RAMON.SANCHEZ@SANANTONIO.GOV , SBEDA Contact Information David Rodriguez or email David.Rodriguez3@sanantonio.gov , telephone 210-207-0071

This solicitation has been identified as High-Profile.

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 **Monday, February 5, 2018
The first day contributions may be made is the 31st day after the contract is awarded at City Council "A" Session.*

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 RFCSP and/or proposal submitted by Respondent.

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

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

002 - TABLE OF CONTENTS

002 - TABLE OF CONTENTS.....	3
003 - INSTRUCTIONS FOR RESPONDENTS.....	4
004 - SPECIFICATIONS / SCOPE OF SERVICES.....	14
005 - SUPPLEMENTAL TERMS & CONDITIONS.....	29
006 - GENERAL TERMS & CONDITIONS.....	33
007 - SIGNATURE PAGE.....	38
008 - STANDARD DEFINITION.....	39
009 - ATTACHMENTS.....	41

003 - INSTRUCTIONS FOR RESPONDENTS

PART A

Submission of Proposals. Respondents may choose to submit proposals in hard copy or electronically.

Submission of Hard Copy Proposals. Submit one (1) original **COMPLETE** signed in ink, eight (8) hard copies **WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc (NO SBEDA, VOSB AND/OR PRICING TO BE INCLUDED IN THE 8 COPIES)** and one complete copy of the of the proposal on compact disk (CD), or flash drive, containing an Adobe PDF version of the entire proposal enclosed in a sealed package addressed to the City Clerk at the address and by the due date provided on the Cover Page. The name and address of Respondent, the due date for submission of proposals, RFCSP number and title of the solicitation shall be marked on the outside of the package. 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. 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.

Submission of Electronic Proposals. Submit one (1) **COMPLETE** proposal electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

Proposals sent to 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.

Forms Requiring Signatures.

Signature Page. Respondents must sign the Signature Page on hard copy proposals and return the RFCSP document to City. For electronic proposals, Respondent's electronic submission constitutes a binding signature for all purposes.

All Other Documents. All other forms in this solicitation which require a signature must have a signature affixed thereto by manually signing the document. If submitting, electronically, sign the document prior to scanning it and uploading it with your submission.

Respondents are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Respondent's being held liable for the submission.

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

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

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

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

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

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

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

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

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

Restrictions on Communication.

Respondents are prohibited from communicating with: 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFCSP or proposals from the time the RFCSP has been released until the contract is posted for consideration as a City Council agenda item during a meeting designated as an A session; and 2) City employees from the time the RFCSP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFCSP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the restrictions on communication with City employees include:

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

Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page on or before FEBRUARY 12, 2018 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 required SBEDA forms, if any. The point of contact is identified on the Cover Page. *This exception to the restriction on communication does not apply, and there is no contact permitted with the Small Business Office regarding this solicitation, after the solicitation closing date.* If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

If this solicitation contains requirements, bidders 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. Barbara Trevino, who may be reached via telephone at (210) 207-3592 or through e-mail at barbara.trevino@sanantonio.gov or Mr. Joseph Gonzales, at (210) 207-3826, or through e-mail at joseph.gonzales2@sanantonio.gov. Bidders and/or their agents may contact Ms. Trevino or Mr. Gonzales at any time prior to the due date for submission of bids. Contacting their office

regarding this IFB after the bid due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Respondents may contact the Vendor Support staff at (210) 207-0118 or by email at vendors@sanantonio.gov for assistance with vendor registration and submitting electronic bids.

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

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time 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, Instructions to Respondents Part B - Submission 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. City reserves the right to delete line items prior to award.

Delivery Dates. Proposed days for delivery 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, 11th floor, 111 Soledad, Suite 1100, and 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. City shall not be liable for any costs, claims, fees, expenses, damages or lost profits if no Purchase Order is issued.

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 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), 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.

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

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

When completed, the CIQ Form and the CIQ-A Form should be submitted together, 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, 1st floor, 100 Military Plaza, San Antonio, TX 78205.

Do not include these forms with your proposal. 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, **eight (8)** hard copies **WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO SBEDA, VOSB AND/OR PRICING TO BE INCLUDED in the 8 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 SERVICES AT LA VILLITA, MARKET SQUARE, CENTRO DE ARTES BUILDING, CENTRO INFORMATION CENTER, DOWNTOWN LAVATORY, SAN ANTONIO GARDEN CENTER AND BRUSH RECYCLING CENTERS"** RFCSP 17-116, No.: **6100009414** 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.

TABLE OF CONTENTS

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

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

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

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

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

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

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

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) TRACKING 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:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Print and sign your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234).

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

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

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

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

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

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

Evaluation Criteria:

Experience, Background, Qualifications (30 points)

Proposed Plan (30 points)

Price (20 points)

Small Business Economic Development Advocacy Program (SBEDA) (20 points)

ESBE Prime Contract Program – 10 pts.

Certified ESBE firms (see Emerging 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% ESBE 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 Consultants 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 ESBE or non-M/WBE Prime CONTRACTORS through subcontracting to certified ESBE or M/WBE firms.

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 BACKGROUND:

The City of San Antonio is soliciting bids for contractor(s) to perform custodial services at La Villita, Market Square, Centro de Artes Building, Centro Information Center, Downtown Lavatory, San Antonio Garden Center and the Solid Waste Management Department (SWMD) Brush Recycling Centers. These services are required by the City of San Antonio to establish a custodial maintenance program that will ensure the facilities are uniformly clean, hygienic, orderly and attractive. The facilities serviced by Contractor include indoor areas and outdoor areas as noted and described below. Any tasks that are part of ordinary custodial services are included in this contract, even if not specified below. The tasks listed are intended to proscribe minimum standards for cleanliness for City's facilities.

City reserves the right to add or delete facilities and/or modify the Service Days and Hours in a manner consistent with the pricing provided.

4.2 CONTRACTOR FURNISHED SUPPLIES AND EQUIPMENT:

4.2.1 Contractor shall furnish all cleaning and custodial maintenance supplies and commercial equipment necessary to perform the services specified under this contract.

4.2.2 The following is a sample list of the minimum standard of supplies which must be furnished by Contractor.

(a) Bathroom tissue (2 ply only) and sanitary napkins. City reserves the right to specify a specific brand of toilet tissue if Contractor fails to provide toilet tissue acceptable to the City.

(b) Paper towels, natural or white, rolled or folded, in designated restrooms, lavatories, to include manual and motion sensor, battery operated dispensers.

(c) Plastic liners for all waste receptacles. The waste receptacle liners must be available in both black and a transparent (clear) material and be a minimum weight of .001 and capable of being sealed when full. City reserves the right to specify a specific brand of waste receptacle liner if Contractor fails to provide waste receptacle liners acceptable to the City.

(d) Window cleaner, disinfectant, floor wax/sealer, deodorant, wax remover, polish for brass, detergents, aerosol deodorizer and wood paneling polish, floor stripper, wall cleaner, urinal cleaner, toilet bowl cleaner.

(e) Buffers, vacuum cleaners, carpet shampoo machines, wet vacs, etc. High speed buffers for buffing and low speed buffers for stripping.

(f) Dust cloths, wiping cloths, mops, buckets, brooms, etc.

(g) Soap dispensers dispensing antibacterial hand soap containing lanolin for all restrooms. City reserves the right to specify a specific brand of hand soap if Contractor fails to provide hand soap acceptable to City.

(h) Any other chemicals, cleaning material, supplies and equipment required to perform the cleaning tasks identified herein and with ordinary custodial work.

4.2.3 Contractor must provide products such as hand soap, bathroom tissue and paper towels compatible with currently installed containers/dispensers. Should the facilities replace and/or upgrade existing types of containers/dispensers, Contractor will be required to provide products used with these new containers/dispensers at no additional cost to the City.

4.2.4 All cleaning and floor chemicals used shall be required to fulfill the intended purpose of the product and shall be approved by the Facility Coordinator (where applicable). Consumables such as hand soap, paper towels, and toilet tissue shall comply with manufacturer's specifications for products used in conjunction with all fixtures designed for dispensing these types of products and materials. All cleaning / disinfecting chemicals must be freshly prepared daily and changed frequently during use.

4.2.5 Contractor shall provide and maintain all power tools, machines, and equipment necessary to perform the cleaning and custodial maintenance services specified under this contract. All equipment must be maintained in

first-class working condition, satisfactory to the Facility Coordinator. Contractor shall use all supplies and equipment in accordance with manufacturer's direction. Spare parts, spare equipment, or both must be available for repair or replacement of broken items within 24 hours.

4.2.6 Contractor shall furnish to each Facility Coordinator all MSDS (OSHA Form 174) for each product stored at and/or used in each facility. A MSDS must accompany each product shipment to each facility.

4.2.7 In addition, Contractor shall provide each Facility Coordinator with a master MSDS notebook to be on file at the City's Administrative Offices. All MSDS sheets are to be in place prior to initiation of contract and updated as required.

4.3 MINIMUM PERSONNEL AND SCHEDULES:

Contractor shall provide the following minimum personnel requirements to ensure cleaning services are satisfactorily accomplished. Any staffing levels proposed by Contractor in its proposal response to this RFCSP shall become part of the contract, if awarded, and shall control over these minimum staffing requirements, but only if greater in number than that set forth herein. All times are Central Time.

4.3.1 LA VILLITA MINIMUM PERSONNEL REQUIREMENTS:

Custodial services shall be performed in 2 shifts, between the hours of 6:30 a.m. and 8:00 p.m., Monday through Sunday, including holidays (Except: New Years Day, Easter Sunday, Thanksgiving Day and Christmas Day).

1st Shift: Monday – Wednesday: one custodian from 6:30 a.m. to 3:30 p.m.; one custodian from 11:00 a.m. to 8:00 p.m.; and one custodian (MONDAY ONLY) from 8:00 a.m. to 5:00 p.m. [A total of 3 custodians are required to meet the minimum personnel requirements during this 1st shift on Mondays. On Tuesdays and Wednesdays, 2 custodians are required.]

2nd Shift: Thursday – Sunday: one custodian from 6:30 a.m. to 3:30 p.m.; two custodians from 8:00 a.m. to 5:00 p.m.; and two custodians from 11:00 a.m. to 8:00 p.m. [A total of 5 custodians are required to meet the minimum personnel requirements during this 2nd shift.]

At least 1 custodian assigned to each shift must have supervisory capacity.

Various events are held at La Villita throughout the year. Due to the volume of people who attend such events, City may require the services of additional custodians to perform custodial services in anticipation of, during, and/or after an event. The Facilities Coordinator for La Villita will coordinate with Contractor when additional custodians are required, and Contractor shall provide the additional staff. City shall pay Contractor for the additional staff requested on an as needed basis by La Villita's Facilities Coordinator in accordance with Item II on the Price Schedule.

4.3.2 MARKET SQUARE MINIMUM PERSONNEL REQUIREMENTS:

Custodial services shall be performed in 2 shifts, as shown below, Monday through Sunday, including holidays, (Except: New Years Day, Easter Sunday, Thanksgiving Day and Christmas Day).

1st Shift: Three custodians Monday – Friday (Opener – 1 custodian from 6 a.m. – 2:30 p.m. and 2 custodians from 7:00 a.m. to 3:30 p.m.); Five custodians Saturday – Sunday (Opener – 1 custodian from 6 a.m. – 2:30 p.m. and 4 custodians from 7:00 a.m. to 3:30 p.m.).

2nd Shift: Three custodians Monday – Friday from 2:30 p.m. to 11:00 p.m.; Five custodians Saturday – Sunday from 2:30 p.m. to 11:00 p.m.

4.3.3 CENTRO DE ARTES BUILDING PERSONNEL REQUIREMENTS:

Custodial services shall be performed on Tuesday, Thursday and Saturday, including holidays- (Except: New Years Day, Easter Sunday, Thanksgiving Day and Christmas Day). One custodian for Tuesday, Thursday and Saturdays - from 12 noon – 4 p.m. in order to service the offices and restroom facilities in the building. The museum floors must be mopped on each day of service.

Provisions Applicable to Both Market Square and Centro de Artes Building:

At least 1 custodian assigned to each shift must have supervisory capacity.

- a. Various events are held at Market Square and Centro de Artes throughout the year. Due to the volume of people who attend such events, City may require the services of additional custodians to perform custodial services in anticipation of, during, and/or after an event. The Facilities Coordinator for Market Square will coordinate with Contractor when additional custodians are required for both Market Square and the Centro De Artes Building, and Contractor shall provide the additional staff. City shall pay Contractor for the additional staff requested on an as needed basis by Market Square's Facilities Coordinator in accordance with Item II on the Price Schedule.

4.3.4 SAN ANTONIO GARDEN CENTER MINIMUM PERSONNEL REQUIREMENTS:

Custodial services shall be furnished during a 3 hour period to occur during standard business hours 5 days per week on Monday through Friday, excluding holidays. The 3 hour period will be contiguous and will be determined by the parties once the Contractor is selected. City shall have the right to adjust time of the 3 hour service period with 30 days' prior written notification to Contractor; however, the adjustment shall not increase or decrease the length of the service period.

Contractor shall provide a minimum of 1 custodian during these hours.

During the term of the Contract, City shall have the right to reduce the number of service days at the San Antonio Garden Center with 30 days prior written notice. In this event, Contractor's fee for this facility shall be reduced proportionately. For example, if the service days are reduced from 5 to 4, the fee will be 4/5 of the initial fee.

4.3.5 CENTRO INFORMATION CENTER and DOWNTOWN LAVATORY MINIMUM PERSONNEL REQUIREMENTS:

At these locations, it is not required that a custodian be on site for a set period of time. The custodian shall begin services at 7:00 a.m. and remain on site for as long as required to accomplish the cleaning tasks described herein, completing all tasks by the time the facility closes for the day. In addition, if the custodian has completed services and left the premises, the custodian shall return to check the facility at the following times: 11:00 a.m., 2:00 p.m., 5:00 p.m. and 8:00 p.m., Monday through Sunday, including holidays. If **any** cleaning services need to be performed again, custodian shall do so during these return checks. Due to the nature of the location, contractor should expect to have to perform some services, such as mopping or cleaning up spills, two or more times per day, where they may be performed once per day at other locations. A minimum of 1 custodian is required for these locations. A custodian with supervisory capacity must also visit on a daily basis to ensure compliance.

In addition to the above, during the following occasions, Contractor shall provide a minimum of 2 custodians to be onsite at the same time:

- Fiesta-NIOSA (the entire duration of this multi-day event) – from 5:00 P.M. until 12:00 a.m. (Midnight)
- Fiesta Flambeau Parade – from 5:00 p.m. until 12:00 a.m.
- Battle of Flowers Parade - from 10:00 a.m. to 8:00 p.m.
- Winter Holiday Parade – from 5:00 p.m. until 11:00 p.m.
- New Year's Eve – from 6:00 p.m. until 2:00 a.m.

Contractor shall not be required to be present if changes to City schedules result in site closure.

4.3.6 BITTERS ROAD BRUSH RECYCLING AND NELSON GARDEN BRUSH RECYCLING CENTERS

At these locations, it is not required that a custodian be on site for a set period of time. The custodial shall begin services 7:00 a.m. and remain on site for as long as required to accomplish the cleaning tasks described herein, completing all tasks by the time the facility closes for the day. Services shall be provided once a month.

Brush Recycling Centers:

Bitters Brush Recycling Center and Nelson Brush Recycling Centers: Monthly: Clean and Disinfect Restrooms Sweep and Wet mop all floors. Resupply Restrooms sufficiently to last until the next monthly cleaning. Quarterly: Floor Maintenance

4.3.7 PROJECT MANAGERS/SUPERVISORS:

Contractor shall provide a competent Project Manager/Supervisor responsible for completion of all tasks within the designated areas mentioned in this proposal. The Project Manager/Supervisor shall:

- (a) Be capable of reading, writing, speaking, and understanding the English language.
- (b) Inspect areas of all buildings to ensure completion of tasks described in this contract.
- (c) Carry a pager and/or a cell phone to be accessible to correct any problems/discrepancies which may happen at any facility included in this proposal during the work schedule or as required by the Department Facilities Coordinator.
- (d) Provide the Department Facilities Coordinator and/or designated location manager with emergency contact phone numbers of responsible supervisors and management personnel.
- (e) Update any changes to contact information for supervisors and management personnel within 1 day of the change.
- (f) Perform only supervisory duties; none of the scheduled custodial tasks shall be assigned to this person, unless assistance is required by the supervisor due to an unforeseen situation.
- (g) Have at least 3 years supervisory experience in all facets of cleaning schedules, use (distribution and mixing) of cleaning chemicals, inspections, personnel, and associated guidelines and/or policies.
- (h) Project Managers/Supervisors shall be available for callback without additional cost to the City if at any time the custodial staff fails to perform the duties listed herein.

4.3.8 CUSTODIANS:

Contractor shall employ a competent workforce capable of completing all tasks within this solicitation. Each shift shall have a designated "on-call custodian" who shall respond to immediate needs, including emergency requests, that may occur during the work schedule. Custodial personnel shall:

- (a) Present a neat appearance and be easily recognizable while performing work in the facilities.
- (b) Wear distinctive clothing to include appropriate tags/badges with employee name, company name and facial picture provided by Contractor. Distinctive clothing is defined as shirt or smock with company logo.
- (c) Possess all qualifications needed to work under the requirements of this contract.
- (d) Be properly trained to perform tasks within the guidelines established by the Occupational Safety and Health Administration.
- (e) Be capable of communicating clearly in the English language.
- (f) Complete tasks as outlined in this contract or as assigned.
- (g) Carry a radio or cell phone, supplied by the Contractor, for any custodian(s) designated as "on-call", to answer to immediate requests from the Facility Coordinator.

- 4.3.8 Contractor shall remove and replace any employee from work at a City facility at City's request for failure to maintain acceptable levels of performance, as judged solely by City. Any employee so removed shall not be reassigned to another City facility.

4.4 CRIMINAL BACKGROUND CHECKS:

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

4.4.2 Contractor shall provide proof that all personnel assigned to City facilities have had a criminal background check prior to their assignment. The proof shall be provided to the Department Facilities Coordinator, if requested.

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

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

4.5 QUALITY CONTROL:

4.5.1 Contractor shall establish a Quality Control Program that will ensure the requirements of this contract are satisfactorily accomplished. The program shall include the following as a minimum:

- (a) A daily inspection system maintained by the Supervisor or Project Manager and recorded on a master inspection log. The inspection form shall detail performance of cleaning tasks to include corrective actions taken. A copy of the inspection forms and master log must be given to the Facility Coordinator daily. For the San Antonio Garden Center the log must be located in a designated area determined by the Facility Coordinator.
- (b) For La Villita, Market Square, and Centro Information Center ONLY - Monthly meetings between the Supervisor(s) or Project Manager(s) and each Facility Coordinator to review the month's activities and communicate special requests or reoccurring problems. The monthly meeting shall include a formal tour of each facility. This tour will serve as a method to assess the quality and consistency of cleanliness as well as adherence to cleaning specifications based on inspections the Facility Coordinators may conduct either daily, weekly, bi-weekly, or monthly. For the San Antonio Garden Center – the Facility Coordinator may request periodic meetings to review recent activities, discuss special events and recurring problems. The periodic meetings may include a tour of the facilities to assess compliance with the contract. The Facility Coordinator will use the inspection form listed as **Attachment L** to rate performance satisfaction.

4.6 PHYSICAL SECURITY:

Contractor shall be responsible for safeguarding all property within the work areas. At the conclusion of each work period, Contractor shall ensure that facilities and equipment are secured. Any irregularities in any areas serviced, regarding lighting, furniture, broken doors or windows, dispensing equipment in restroom, or any other condition that may require attention for repair, adjustment, replacement or correction must be immediately reported to the Facility Coordinator.

4.7 KEY CONTROL/BUILDING ACCESS CODES:

Contractor shall establish and implement methods of ensuring that all keys issued to Contractor by the City are not lost, misplaced, or used by unauthorized persons. **No keys issued to Contractor may be duplicated.** Contractor shall immediately report any lost keys to the Facility Coordinator. Contractor will be required to reimburse City for replacement of locks or re-keying as a result of Contractor losing keys or damaging locks. In some cases, keys may not be provided. Building Access Codes may be considered and issued as needed/required. Contractor shall be briefed on area accessibility prior to contract start date. Any fines resulting from false alarms caused by Contractor's failure to activate or deactivate designated security alarms will be the responsibility of Contractor.

4.8 EXTENDED / EMERGENCY SERVICE HOURS:

Emergency situations (structural fire, accidents, rescue operations, civil disturbances, or disasters) may necessitate Contractor to operate on an extended or an on-call basis. The service must be available at any facility 24 hours per day, every day of the year, including weekends and Holidays. Contractor shall provide these services within 2

hours after the request is made by the Facility Coordinator. Costs for extended service hours due to emergency situations shall be billed per employee by the hour as shown in Item II of the Price Schedule.

4.9 **THIRD PARTY SPECIAL EVENTS**

4.9.1 **MARKET SQUARE**

Contractor shall provide custodial services at Market Square and Centro De Artes for special events held by third parties who rent space from City. These services shall be provided pursuant to contracts entered into between Contractor and Event Sponsors. The number of custodians required will vary from event to event. The particular custodial requirements and number of required custodians shall be specified in the contract between Contractor and Event Sponsor. These services shall be scheduled and arranged by Event Sponsor. Contractor shall lock up all secured areas and facilities after cleaning. City not a party to the contract between Contractor and Event Sponsor and is not liable for payment to Contractor for its services to Event Sponsor.

Contractor shall indicate in Item IV of the Price Schedule its hourly rate per custodian for the provision of services to Event Sponsors, which will include labor, chemical and cleaning supplies. Contractor shall not use supplies charged to City under this contract when providing services to Event Sponsors. If power washing is required and included in a contract between Event Sponsor and Contractor, Contractor shall provide those services to Event Sponsor at the rate stated in the Price Schedule for power washing.

Contractor may refuse to perform services for Event Sponsors if Contractor is unable to negotiate a contract that is acceptable to both Contractor and Event Sponsor. City is not granting an exclusive right to Contractor to provide custodial services to Event Sponsors by this contract.

4.9.2 **LA VILLITA**

~~La Villita rents up to 5 different areas out for special events. Restrooms in these areas are closed to the general public and only opened for special events. Events can occur any day of the week. Restrooms, dressing rooms and concessions stands must be unlocked and opened prior to event start, or as requested by Facilities Coordinator. The third party renting the facility is responsible for providing its own custodial services. However, Contractor is required to provide staff to remain on site to maintain restroom supplies, monitor trash, and lock gates and restrooms at the end of an event.~~

La Villita has 4 exterior plazas, 2 pedestrian walkways, 3 interior spaces, and 1 amphitheatre that are rented out for special events. Restrooms in these areas are included in the rental contracts. Events may occur 7 days a week, usually within the hours of 6:30AM and 12:00AM midnight. Gates, restrooms, dressing rooms, and concession stands must be unlocked and opened by the contractor who is awarded a contract pursuant to this RFCSP ("Contractor") prior to the event start time and/or as requested by the Event Coordinator or Facility Manager. Events vary in size and scope, and the renter may choose to hire a third-party custodial service provider or may be required to secure a third-party custodial service provider due to expected waste volume and/or expected attendee amount. The renter may choose to hire Contractor to perform services for the event. If a renter hires a third-party custodial service provider, the third party custodial service provider will be responsible for providing custodial services for the designated event area, as well as for providing the necessary supplies and equipment. Contractor will continue to maintain and clean common areas not rented for the event. In most cases, Contractor will be required to remain on-site as the 'key holder' and to lock up the buildings and/or remaining gates at the end of the event. Park Police locks unused facility areas at approximately 8:00 PM nightly. Historically, most renters that need to hire a third-party custodial service provider choose to procure those services directly from Contractor. When renters choose, or are required to hire, third party custodial service providers, the renter is responsible for the costs of supplies, so those are provided by the third party custodial service provider, not Contractor. If the renter hires Contractor, Contractor shall charge the renter for the supplies used for the event, not the City.

The Facilities Coordinator will provide a task list for each special event and the hours that custodial services are required, and coordinate with Contractor for the number of custodians required for an event. A sample task list is attached as **Attachment M**. To the extent that any of these services can be provided by the staff during a regular shift, without impeding Contractor's regular shift duties in City's sole discretion, these services shall be provided at no extra charge.

Contractor shall provide custodians for special events as required by the La Villita Facilities Coordinator for the price per custodian per hour indicated on the Price Schedule as Item II.

SAN ANTONIO GARDEN CENTER

Contractor shall provide set up and break down of tables and chairs at the San Antonio Garden Center as requested by City. If this activity occurs during the regular hours that Contractor is providing custodial services hereunder, there shall be no extra charge. If City requires Contractor to provide these services at any other time, City shall pay Contractor the price per custodian per hour indicated on the Price Schedule as Item II.

In addition to the set up and break down of tables and chairs, the Facility Coordinator may request that the Contractor provide other Routine Cleaning Tasks before and/or after the Event, including, but not limited to: a) Trash and Recycles Pick-up and Removal, b) Sweeping and Dust Mopping, c) Spot Mopping, d) Sweep front outside walkways/landing, and e) Clean and Disinfect Restrooms. If City requires that these services are provided outside of the regular service hours, City shall pay the Contractor the price per custodian per hour indicated on the Price Schedule as Item II.

4.10 CONSERVATION OF UTILITIES:

Contractor shall be responsible for instructing and ensuring that employees exercise utilities conservation practices and do not waste of utilities; including:

4.10.1 Lights shall be used only in areas where work is actually performed.

4.10.2 Mechanical equipment controls for heating, ventilation, and air conditioning systems shall not be adjusted by Contractor's employees.

4.10.3 Water faucets or valves shall be turned off after use, and hoses shall be disconnected from sinks when not in use.

4.11 TECHNOLOGY USAGE:

Contractor and its employees shall not use City's telephones, fax machines, or any similar communication devices for personal reasons or any toll free or long distance calls.

4.12 LOST AND FOUND PROPERTY:

Any items of personal or monetary value found by Contractor's employees during cleaning are to be turned in to the Facility Coordinator on the same day they are found by Contractor's staff. Contractor's employees shall not, under any circumstances, keep these items.

4.13 STORAGE AREAS:

4.13.1 City shall provide Contractor with limited storage space for equipment and supplies to be used in the performance of this contract. Use of this space by Contractor shall be for the term of the contract period only.

4.13.2 City shall not be responsible or liable for any lost, stolen, or damaged equipment or supplies belonging to Contractor which are stored on-site.

4.13.3 Contractor agrees, at the end of the contract period or upon contract termination, to return to City any storage space in a condition equal to or better than when it was first provided to Contractor for use.

4.13.4 City reserves the right to inspect this storage space at any time during the contract period.

4.14. ENTRANCE PROCEDURES:

Contractor employees assigned to each facility are required to follow the entrance procedures listed below or other such procedures designated by the Facilities Coordinator:

4.14.1 Employees reporting to work will report to the designated sign-in location to sign-in and obtain badges and assigned keys.

4.14.2 City requires that Identification Badges be issued and worn by custodial staff at all times.

4.14.3 Employees must report to the designated sign-in location at the end of each shift to return assigned keys and to sign-out.

4.14.4 When Contractor employees are working in a facility during hours that the facility is not open, they shall be under the direct supervision of a supervisor. The supervisor shall be responsible for maintaining the security of the facility and its contents. When work has concluded, Contractor's employees will leave with the supervisor once the security system has been engaged. For the San Antonio Garden Center, this is not a requirement.

4.15 ENVIRONMENTAL STANDARDS:

Contractor will utilize environmentally friendly (green) products whenever possible. In addition, Contractor is encouraged to use products where the packaging is as light as possible and, where reasonably practical, are made from recycled materials and are recyclable themselves.

4.16 UNIFORMS:

4.16.1 All Contractor employees shall wear a distinctive uniform, shirt tucked in and identification card bearing a recent color photograph of the employee. Contractor shall provide such uniforms and identification cards at no additional expense to City. City may request that custodians wear alternate attire for special events.

4.16.2 All uniforms shall be the same and contain the name of Contractor and the employee. T-shirts and blue-jeans are not acceptable.

4.16.3 Uniforms worn by Contractor's employees must be different, in both design and color, from those worn by City employees. Contractor shall notify the Facility Coordinator of any changes to the uniform.

4.17 MISCELLANEOUS CONDITIONS AND REQUIREMENTS:

4.17.1 Contractor and its employees shall, at no time, be allowed to use City equipment unless otherwise listed herein or with approval from the Facility Coordinator.

4.17.2 Contractor's employees shall not use City's telephone or equipment in any office, eat, or remove food and beverages from City refrigerators, cabinets, or lockers. Purchasing food or drinks from on-site vending machines is allowed. In addition, Contractor's employees shall limit personal cell phone use for emergencies only. Under no other conditions shall Contractor's employees use their personal cell phones while conducting cleaning tasks.

4.17.3 Contractor shall not allow its employees to bring children, relatives, acquaintances or visitors onto City property at any time while in uniform or at any time during their cleaning duty shift. In addition, Contractor's employees shall limit personal visits with merchants and tenants while performing cleaning tasks.

4.17.4 Contractor shall ensure that its staff is drug free. NO alcohol or drug use shall be permitted on City property. Smoking is not allowed in City buildings. Staff employed by Contractor shall not work in any City building while under the influence of non-prescribed drugs.

4.17.5 Custodians must immediately report to the Facility Coordinator any incident of damage, vandalism, or irremovable graffiti which they encounter during the course of their cleaning duties. In the event of a break-in, custodians should not interfere with any possible evidence, but contact police and the Facility Coordinator or his/her Supervisor as soon as possible.

4.18 PUBLIC OPERATING HOURS/ CUSTODIAL CLEANING STAFF HOURS /APPROXIMATE SQUARE FOOTAGE:

Note: This square footage will be used for invoicing purposes.

SAN ANTONIO GARDEN CENTER

Facility Name and Address	Custodial Cleaning Staff Hours	Approximate Square Footage
San Antonio Garden Center, 3310 N. New	3 Hours (TBD after award)	4,596

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CENTRO INFORMATION CENTER AND DOWNTOWN LAVATORY

Location	Custodial Cleaning Staff Hours	Public Operating Hours	Approximate Square Footage
Centro Information Center, 412 E. Commerce	Daily-Beginning at 7:15 am, with site checks at 11:15 am, 2:15 pm, 5:15 pm, 8:15 pm	8:00am -11:00 pm	2,100
Downtown Lavatory W. Commerce @Alamo Plaza	Daily-Beginning at 7:00 am, with site checks at 11:00 am, 2:00 pm, 5:00 pm, 8:00pm	8:00am -11:00 pm	51.5

LA VILLITA

Facility Name and Address	Custodial Cleaning Staff Hours	Public Operating Hours	Approximate Square Footage
COS House, 418 La Villita Street	Daily-Beginning at 6:30am with site checks until 8 pm (1 hour after shops close)	10:00am – 6:00pm (Monday –Saturday; Sunday 11:00am – 4:00pm)	616 Inside; 444 Porch and 1,660 Patio
Bolivar Hall, 418 La Villita Street	Daily-Beginning at 6:30am with site checks until 8 pm (1 hour after shops close)	10:00am – 6:00pm (Monday –Saturday; Sunday 11:00am – 4:00pm)	1,176
Arneson River Theater Dressing Room and Concession Stand, 418 La Villita Street	Daily -Beginning at 6:30am with site checks until 8 pm (1 hour after shops close)	10:00am – 6:00pm (Monday –Saturday; Sunday 11:00am – 4:00pm)	1,200
Maverick Plaza, Concession Stand (inside), 418 La Villita Street	Daily-Beginning at 6:30am with site checks until 8 pm (1 hour after shops close)	10:00am – 6:00pm (Monday –Saturday; Sunday 11:00am – 4:00pm)	200
Plaza Juarez, Concession Stand, 418 La Villita Street	Daily-Beginning at 6:30am with site checks until 8 pm (1 hour after shops close)	10:00am – 6:00pm (Monday –Saturday; Sunday 11:00am – 4:00pm)	200
Administrative Offices, 418 La Villita Street	Daily-Beginning at 6:30am with site checks until 8 pm (1 hour after shops close)	10:00am – 6:00pm (Monday –Saturday; Sunday 11:00am – 4:00pm)	1,100
Maverick Plaza, 418 La Villita Street (outdoors)	Daily-Beginning at 6:30am with site checks until 8 pm (1 hour after shops close)	10:00am – 6:00pm (Monday –Saturday; Sunday 11:00am – 4:00pm)	34,132
Plaza Juarez, 418 La Villita Street (outdoors)	Daily-Beginning at 6:30am with site checks until 8 pm (1 hour after shops close)	10:00am – 6:00pm (Monday –Saturday; Sunday 11:00am – 4:00pm)	4,559
Plaza Nacional, 418 La Villita Street (outdoors)	Daily-Beginning at 6:30am with site	10:00am – 6:00pm (Monday –Saturday;	7,779

	checks until 8 pm (1 hour after shops close)	Sunday 11:00am – 4:00pm)	
Alamo Walkway, 418 La Villita Street (outdoors)	Daily-Beginning at 6:30am with site checks until 8 pm (1 hour after shops close)	10:00am – 6:00pm (Monday –Saturday; Sunday 11:00am – 4:00pm)	11,000
Villita Street, 418 La Villita Street (outdoors)	Daily-Beginning at 6:30am with site checks until 8 pm (1 hour after shops close)	10:00am – 6:00pm (Monday –Saturday; Sunday 11:00am – 4:00pm)	15,000

MARKET SQUARE

Facility Name and Address	Custodial Cleaning Staff Hours	Public Operating Hours	Approximate Square Footage
Farmers Market Plaza, 612 W. Commerce (indoor)	Daily-6:00am-10:00am	10am-8pm Jun-Aug 10am-6pm Sept-May	60,800
El Mercado, 514 W. Commerce (indoor)	Daily-6:00am-10:00am	10am-8pm Jun-Aug 10am-6pm Sept-May	43,200
Concho Plaza (outdoor)	Daily - 7:00am	24hr	5,820
Hidalgo Plaza (outdoor)	Daily - 7:00am	24hr	12,500
Hidalgo Museo, (outdoor)	Daily - 7:00am	24hr	5,160
Gateway Plaza, (outdoor)	Daily - 7:00am	24hr	3,000
San Saba St., (outdoor)	Daily - 7:00am	24hr	8,000
Market Square Administrative Office	Daily-8:00am	4:30 pm	1,200
Centro De Artes Building, 101 S. Santa Rosa, San Antonio, TX 78207	Daily-12 pm. – 4 p.m. (Tuesday, Thursday & Saturday)	10am-6pm Jan- Dec	30,672

BRUSH RECYCLING CENTERS:

Facility Name and Address	Custodial Cleaning Staff Hours	Public Operating Hours	Approximate Square Footage
Bitters Road Brush Recycling Center, Bldg # 1 1800 Wurzbach Parkway, San Antonio, 78228	Monthly requirements: Schedule with Manager during operating hours Quarterly requirement: Schedule with Manager after business hours	8am – 5pm Sun-Mon	400
Nelson Garden Recycling Center, Bldg #1 8963 Nelson Rd., San Antonio, 78252	Monthly requirements: Schedule with Manager during operating hours Quarterly	8am – 5pm Sun-Mon	400

	requirement: Schedule with Manager after business hours		
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Common areas that need to be serviced include, but are not limited to, walkways, breezeways, alleys and driveways.

4.19 **ROUTINE CLEANING TASKS:**

All task described below shall be performed during Contractor's scheduled hours for each location as indicated in Section 4.3 unless otherwise stated below. Services marked with a frequency of "daily" shall be repeated at each site check interval for Centro Information Center, if needed.

4.19.1 **TRASH & RECYCLES 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 Solid Waste Management Department, or more frequently if full.
- On Recycle pickup day or the evening before for early pickup, recycle collection containers will be placed by the curb as designated by the La Villita Facilities Operations Coordinator or designated manager.

FREQUENCY: Daily

4.19.2 SWEEPING AND DUST MOPPING: Floors shall be thoroughly swept or dust mopped according to schedule. 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

4.19.3 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

4.19.4 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

4.19.5 MOPPING: Floors shall be damp or wet mopped daily 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 Monthly as indicated above for the Brush Recycling Centers (See section 4.9.4)

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

FREQUENCY: Weekly or As Requested

4.19.7 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: Every 6 Months to include the leaning roof at Centro Information Center.

4.19.8 CLEAN AND DISINFECT RESTROOMS: (includes showers were applicable)

Restrooms must be restocked after full cleaning.

- (a) Remove Trash
- (b) Sweep Floor
- (c) Mop Floor
- (d) Low Dusting
- (e) Spot Clean
- (f) Glass Cleaning
- (g) Clean & Disinfect Toilet Bowls
- (h) Clean Lavatories
- (i) Clean & Disinfect Urinals
- (j) Refill Dispensers
- (k) Clean Partitions
- (l) Clean Stalls
- (m) Clean Walls - ceramic and partition walls must be washed off, scrubbed, and dried. Sheetrock walls must be thoroughly cleaned.
- (n) Clean All Other Fixtures Not Covered Above. All fixtures with the exception of hand dryer must be washed down, scrubbed, and dried.
- (o) Wet floor signs should be prominently displayed to prevent injury to staff and the public.
- (p) Clean and Disinfect Diaper Changing Stations
- (q) Remove graffiti
- (r) Clean mirrors

FREQUENCY: La Villita and Market Square - Minimum of Three Times Daily or as required to maximize the cleanliness of the restrooms for patrons. For restrooms in La Villita that are closed to the general public, once per week. Daily at Centro Information Center and Downtown Lavatory. Monthly at Brush Recycling Centers.

Other Facilities: Daily

4.19.9 BUFFER SCRUB RESTROOM FLOORS:

Ceramic floors must be buffer scrubbed, cleaned, and dried.

FREQUENCY: Monthly.

4.19.10 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: Three Times Daily (Morning, Afternoon, Evening), and at each site check interval for Centro Information Center and Downtown Lavatory; Once during each routine cleaning for San Antonio Garden Center; Monitor regularly during City sponsored events at Market Square. At the Brush Recycling Centers, sufficient restroom stock shall be provided at the monthly cleaning to last until the next monthly cleaning.

4.19.11 SANITARY NAPKIN and TAMPON RECEPTABLES: Contractor shall empty, clean, disinfect and replace the liners of all sanitary napkin and tampon receptacles. All other receptacles shall be emptied and damp dusted on the inside. Contractor shall ensure receptacles are not left with streaks.

FREQUENCY: Three Times Daily (Morning, Afternoon, Evening), and at each site check interval for Centro Information Center and Downtown Lavatory; Once during each routine cleaning for San Antonio Garden Center.

4.19.12 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

4.19.13 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

4.19.14 EXTERIOR CLEANING:

All designated perimeter areas of the following locations shall be cleaned of dirt, leaves, litter and debris using blowers. Leaves shall not be blown into tree and flower beds. Exterior cleaning shall be performed every morning at 7:00 a.m. and finished no later than 10:00 a.m. or before La Villita and Market Square are open for business.

- a) Maverick Plaza
- b) Plaza Juarez
- c) Plaza Nacional
- d) Alamo Walkway
- e) Villita Street
- f) Arneson River Theatre (back of stage, box seating areas and grassy seating areas)
- g) Alley's and open storage areas
- h) Mariachi Plaza
- i) Hidalgo Plaza
- j) Concho Plaza
- k) Gateway Plaza
- l) San Saba Street
- m) Market Square Grounds
- n) All Walkways
- o) Centro de Artes

FREQUENCY: Daily (Morning)

PERFORMED: As indicated in this section

4.19.15 WASH DOWN:

La Villita and Market Square Only: Contractor shall wash-down the following designated areas every morning at 7:00 a.m. and finish no later than 10:00 a.m. or before La Villita and Market Square open for business. Pressure washing will only be conducted twice a year for La Villita, at times chosen by the Facility Coordinator. Pressure washing will be conducted 4 times per year at Market Square, at times chosen by the Facility Coordinator. Additional pressure washing may be conducted at times required by any Facility Coordinator at the prices shown on the Price Schedule in Item III. Intensive pressure washing may be required for the removal of gum, tar or other foreign matter. Care shall be taken to avoid damage to the plaza pavers. Any runoff generated from washing down must be recaptured by either spot mopping or by using a wet vac. Runoff must not enter the storm water drain at any time. Areas requiring wash down include:

- a) Maverick Plaza
- b) Plaza Juarez - Contractor shall not use sealant or power wash at this location. Tiles must be buffer scrubbed.
- c) Plaza Nacional
- d) Alamo Walkway
- e) Villita Street
- f) Arneson River Theatre concession and seating areas; back of stage
- g) All Walkways (within La Villita)
- h) Dumpster Area
- i) All entrances to both buildings (Farmers Market and El Mercado)
- j) Mariachi Plaza
- k) Hidalgo Plaza
- l) Concho Plaza
- m) Commerce Street sidewalk alongside El Mercado (to include exterior walls of El Mercado building)
- n) Gateway Plaza
- o) All exterior walls of Farmers Market building
- p) Dumpster area (including the application of enzymes as required to remove the orders)
- q) Commerce, Dolorosa & San Saba Street sidewalks adjacent to Farmers Market building, and walkways adjacent to westside of Farmers Market building.
- r) Centro De Artes Building

NOTE: Any wash down activities shall be performed in accordance with restrictions imposed by San Antonio Water System.

FREQUENCY: Stated above

PERFORMED: As indicated in this section

4.19.16 ELEVATOR CLEANING (where applicable):

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

FREQUENCY: As stated in this section,

PERFORMED: Contractor's scheduled hours; between 7am – 9am for Market Square

4.19.17 FLOOR MAINTENANCE:

All hard surfaced floors shall receive floor maintenance. Floor maintenance includes stripping of old wax, applying sealant, two coats of floor finish and buffing. 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. Any probable price variance due to condition of the floor must be included in the bid price. Hard surface floors in the Bolivar Hall, Administrative Offices, Cos House and all restrooms in La Villita will be stripped, waxed and buffed twice per calendar year or as determined by Facility Coordinator. Hard surface floors at the San Antonio Garden Center will be stripped, waxed and buffed twice each calendar year. Tile floors at Plaza Juarez must be buffer scrubbed twice per or following a special event; this floor cannot be power washed and no sealant can be applied.

FREQUENCY: Centro Information Center, Bolivar Hall, Administrative Offices of La Villita, Cos House and all restrooms in La Villita, and San Antonio Garden Center, which will be twice per calendar year. Floor Maintenance at Brush Recycling Centers shall be done quarterly.

PERFORMED: Contractor's scheduled hours; for the San Antonio Garden Center during Routine Cleaning Hours

4.19.18 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

4.19.19 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, the carpet shall be treated with carpet protector.

FREQUENCY: Quarterly

4.19.20 WINDOW WASHING (CENTRO INFORMATION CENTER AND SAN ANTONIO GARDEN CENTER ONLY)

All windows shall be cleaned inside and out.

FREQUENCY: Quarterly

4.19.21 TABLES AND CHAIRS (MARKET SQUARE/CENTRO DE ARTES BUILDING/LA VILLITA AND SAN ANTONIO GARDEN CENTER)

Upon request, Contractor will pull out, clean, set up tables and chairs for meetings and/or events. In addition, Contractor may be required to break down the tables and return them with the chairs to a storage area.

FREQUENCY: As requested

4.19.22 FOOD COURT TABLES. (MARKET SQUARE)

Remove and rinse tables in the Food Court area in the Farmers Market. Remove spilled food and debris from underneath and around tables.

FREQUENCY: Monthly

4.19.23 PORTABLE TOILETS (MARKET SQUARE)

During City sponsored events, portable toilets may be set up in Market Square. Contractor shall remove cups and other trash left in portable toilets, and clean and restock the interior. Contractor shall not be responsible for emptying holding tanks.

FREQUENCY: Hourly, during events.

4.19.24 TRASH RECEPTACLES (MARKET SQUARE/LA VILLITA) – Extra trash containers must be pulled, wiped cleaned, properly lined and set out prior to event.

FREQUENCY: Upon request.

4.20 SITE INSPECTION:

A Pre-submittal Conference will occur on January 30, 2018 at 9:00 A.M., Central Time, Market Square, Farmers Market Food Court, 612 W. Commerce, San Antonio, TX 78204. (Free Parking available on 2nd floor of Farmers Market Food Court). An on-site visit will immediately follow the pre-submittal conference. Additional site visits will be available at the following times and locations on January 30, 2018.

Contractor shall familiarize himself/herself with the site and be held to have examined and become familiar with the conditions which may affect the work under which he/she will be obligated to perform the work or that will in any manner affect the work listed herein.

Site Visit schedule is as follows:

10:00 a.m. CT – Market Square: 612 W. Commerce, San Antonio, TX 78204

11:30 a.m. CT – La Villita: 418 Villita St. #9, San Antonio, TX 78205

1:30 p.m. CT – Centro Information Center, 422 E. Commerce, San Antonio, TX 78205

1:45 p.m. CT – Downtown Lavatory, Losoya @ W. Commerce, San Antonio, TX 78205;

2:45 p.m. CT – San Antonio Garden Center, 3310 N. New Braunfels Ave, San Antonio, TX 78209

3:45 p.m. CT – Bitters Road Brush Recycling Center, 1800 Wurzbach Parkway, SAT 78228

Please note that transportation will not be provided to or from the site visits.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or JULY 1, 2018, whichever is later. This contract shall terminate on JUNE 30, 2021.

Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for TWO additional ONE 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, and 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, which shall be clearly labeled "Annual Contract for Custodial Services for La Villita, Market Square, Centro de Artes Building, Centro Information Center, Downtown Lavatory, San Antonio Garden Center, and the Brush Recycling Centers" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed

necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

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

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5. Crime Liability: Coverage for losses due to employee dishonesty, credit card forgery, computer fraud and theft, and the disappearance or destruction of property	All Risk Policy written on an occurrence basis for 100% replacement cost

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
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.
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) Utilization Form
Attachment G – Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance
Attachment H – Veteran-Owned Small Business Preference Program (VOSB) Tracking Form
Attachment I – Certificate of Interested Parties Form 1295
Attachment J – Non-discrimination Ordinance Language
Attachment K – Proposal Checklist
Attachment L – Inspection Form
Attachment M – Event Task Form
Attachment N – List of Additional Information for City Facilities
Attachment O – Small Business Economic Development Advocacy (SBED) Program Presentation
Attachment P – Pre-Submittal Conference Sign in sheet dated January 30, 2018

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 meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

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

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

Invoicing and Payment.

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

Information Required On Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show

each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

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

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

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

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

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

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

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

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

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

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

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

Termination.

Termination-Breach. Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, the City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters

in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

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

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

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

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

INDEMNIFICATION.

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

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

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

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

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

Records Retention.

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

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

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

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

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

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

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

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

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with the City's Commercial Nondiscrimination Policy, as described under Section IILC.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and

supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

Attorney's Fees. The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

Prohibition on Contracts with Companies Boycotting Israel. Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City's hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

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

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

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

007 - SIGNATURE PAGE

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

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

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

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

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

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

Respondent Information

Please Print or Type

Vendor ID No.

Signer's Name

Name of Business

Street Address

City, State, Zip Code

Email Address

Telephone No.

Fax No.

City's Solicitation No.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Signature of Person Authorized to Sign Proposal

008 - STANDARD DEFINITION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS

RFCSP ATTACHMENT A, PART ONE

GENERAL INFORMATION

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

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

Respondent Name: _____

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____

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

DUNS NUMBER: _____

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

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

☐ Partnership

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

Also, check one: ☐ Domestic ☐ Foreign

☐ Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

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

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

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

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

List Related Companies:

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ____ No ____

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

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

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

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

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

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

Years _____ Months _____

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

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

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

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

Years _____ Months _____

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

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

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

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

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

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

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

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

11. **Previous Contracts:**

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

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

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

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

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

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

REFERENCES

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

Reference No. 1:

Firm/Company Name _____
Contact Name: _____ Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No. _____ Fax No: _____
Email address: _____
Date and Type of Service(s) Provided: _____
Annual Dollar Value of Contract: _____

Reference No. 2:

Firm/Company Name _____
Contact Name: _____ Title: _____
Address: _____
Email address: _____
City: _____ State: _____ Zip Code: _____
Telephone No. _____ Fax No: _____
Date and Type of Service(s) Provided: _____
Annual Dollar Value of Contract: _____

Reference No. 3:

Firm/Company Name _____
Contact Name: _____ Title: _____
Address: _____
Email address: _____
City: _____ State: _____ Zip Code: _____
Telephone No. _____ Fax No: _____
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 Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Fully describe your company and experience as it relates to the following:
History of company (to include number of years/months in business);
History of company operations over the past three years;
History of custodial service contracts, facilities or organizations, address, phone numbers, points of contact, length of contracts, and which contracts, if any, were terminated for cause or convenience.
2. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.
3. Describe length of time Respondent has performed project(s) of similar size and scope, including services in high use public buildings.
4. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
5. List other resources, including total number of employees, number and location of offices, number and list the types of cleaning equipment available to support this project.
6. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past.
7. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.
8. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
9. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

RFCSP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items.

Custodial Services Plan – Outline your customer service plan and prepare and submit narrative responses to address the following items:

1. Ramp Up Plan – Describe how Respondent will ramp up to meet the City's custodial service requirements to implement contract by July 1, 2018. Provide information such as badging and staffing, availability of products, stocking supplies and equipment. Indicate what the timeframes are for Respondents to be able to mobilize upon contract award. Indicate what communications solutions Respondent will employ to meet the requirements and Reporting. **Does respondent have current staff to support a new contract or will you need to recruit? If you recruit, where will you recruit from?**

2. Staffing Plan – Describe Respondent Staffing Plan for providing Custodial Services at La Villita, Market Square, Centro De Artes Building, Centro Information Center, Downtown Lavatory, San Antonio Garden Center and the Brush Recycling Centers. Provide a weekly staffing schedule which shows how the Respondent will cover all shifts. Provide the Respondent standard job description for Shift Supervisor and custodian positions. Provide a color photograph of the Respondent proposed uniform.

Provide an organizational chart showing how you propose to staff the project. For each position reflected on the organizational chart, provide the following information for individual(s) assigned to each position.

a. Describe the number of Supervisor(s), custodians, and/or Project Manager(s) that will be assigned to the contract. Indicate the proposed time frame for performing custodial services at each specific location; La Villita, Market Square, Centro de Artes Building, Centro Information Center, Downtown Lavatory, San Antonio Garden Center and the Brush Recycling Centers. (i.e. between the hours of 1:00 pm – 3:00 pm; all day; etc.)

b. Site: Provide the address of the facility which you will use for this project. Describe your current capacity to serve the contractual duties of this contract as well as additional capacity that you will need as a result of this contract. If additional resources are needed, describe your plan for acquiring these resources. Pictures or lists of equipment/resources readily available to perform required services may be used to expand or clarify. Provide listing and quantity of Respondents current equipment/materials and supplies to perform scope of services. Describe how you will maintain and monitor the re-stocking of supplies for all work shifts.

c. Describe process for performing Criminal Background Checks on all employees and retention procedure for maintaining background checks.

d. Describe Respondents plan for providing Extended/Emergency Service Hours as requested. Provide point of contact information.

Contractor shall provide the city with a 24 hour contact phone number:

Telephone Number: () _____

Cell Phone Number: () _____

General Manager Phone Number: () _____

e. Complete the Staffing Plan included below as paragraph 14 and indicate the proper number of custodians to successfully complete the requirements at each location.

3. Quality Assurance/Quality Control (QA/QC) Plan – Describe Respondent current QA/QC Plan to include procedures and personnel utilized for quality control, problem resolution, self –assessment, interaction with City, and control of subcontractors' performance, if any. Explain how your current procedures meet the needs of your current customers. Provide Respondents proposed plan to meet with Facility Coordinators to review performance issues.

Describe how you will insure the custodial services requirements provided by the day, evening and/or night crews are met at both La Villita and Market Square.

4. Environmental Standards/Practices – Describe how you intend to utilize environmentally (green) products and cleaning practices. Provide a listing of environmentally (green) products that will be used to perform these custodial services.

5. Customer Service Plan – Describe Respondent customer service plan and discuss lines of communication and interaction with City customers, including City Staff and others.

6. Training Plan – Describe training and instruction programs that Respondent will provide to its employees working assigned to perform these custodial services. What does training program consist of? List class name provided to respondent employees, and frequency of training and/or refresher training.

7. Safety Plan – Describe how Respondent will implement a Safety Plan for the Contract, including plan to address employee injuries and accidents.

8. Wages and Benefits Plan – Indicate the range of wages that Respondent has established for the Shift Supervisor and Custodian classifications. Provide minimum qualifications and information regarding what factors determine 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.

9. Communication - Describe Respondent communication plan with Managers, Supervisors and Custodians. Describe devices to be utilized for quick communication access, customer service plan and discuss lines of communication and interaction with City customers, including City Staff and others.

10. Security - Describe Respondents plan and security measures to be taken to ensure all locations are secured during and at the conclusion of each work period. Describe plan for notifying Facility Coordinator of any facilities issues or irregularities or damages. Describe how Respondent shall establish and implement methods of ensuring that all keys and security codes for building access issued to Contractor by the City are not lost, misplaced or used by unauthorized personnel.

11. Equipment Maintenance- Describe plan to maintain your cleaning equipment in good working operating condition.

12. Additional Information – Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

Complete the staffing chart shown below. Note that this chart will be part of the contract, if awarded, and will represent the minimum staffing levels that you will be required to maintain throughout the contract's term.

Staffing Plan

INDICATE THE PROPOSED NUMBER OF CUSTODIANS TO SUCCESSFULLY COMPLETE THE REQUIREMENTS AT EACH LOCATION

Location	Address	# of Custodians	PROPOSED NUMBER OF HOURS							Total Weekly Hours Per Custodian	Total Extended Weekly Hours for All Custodians
			Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday		
La Villita	418 La Villita Street.; San Antonio, 78205										
Market Square	612 W. Commerce St.; San Antonio, TX 78204										
Centro De Artes Building	101 S. Santa Rosa San Antonio, TX 78207										
Centro Information Center	412 E. Commerce; San Antonio, TX 78205										
Downtown Lavatory	Corner of Losoya at E. Commerce, San Antonio, TX 78205										
San Antonio Garden Center	3310 N. New Braunfels, San Antonio, 78209										
Bitters Road Brush Recycling Center	1800 Bitters Rd.; San Antonio, 78228										
Nelson Gardens Brush Recycling Center	8963 Nelson Rd.; San Antonio, 78252										

**RFCSP ATTACHMENT B
PRICE SCHEDULE**

Respondent's proposal must be based on the proposed contract term, including renewal periods, stated in this RFCSP. Proposing a different term of contract, or renewal terms may lead to disqualification of Respondent's proposal from consideration. As such, Respondent must provide pricing in the manner set forth in the RFCSP's Price Schedule. Failure to do so may lead to disqualification of Respondent's proposal from consideration.

RESPONDENTS MUST PROPOSE FIXED PRICES FOR THE ITEMS LISTED BELOW. OFFERS WITH PRICE RANGES WILL BE DEEMED NON-RESPONSIVE.

ITEM I: MONTHLY COST OF ROUTINE CLEANING TASKS

Indicate the **PRICE PER MONTH** for performing all routine cleaning tasks. This price will be used for all facilities identified in this document, and includes all services described in the RFCSP, except for those paid on an hourly rate, or a square footage rate, as stated in the RFCSP.

Item IA:

La Villita: \$ _____

Item IB:

Market Square: \$ _____

Item 1C:

Centro de Artes Building: \$ _____

Item ID:

Centro Information Center: \$ _____

Item 1E:

Downtown Lavatory: \$ _____

Item IF:

San Antonio Garden Center: \$ _____

Item IG:

Bitters Road Brush Recycling Center: \$ _____

Item IH:

Nelson Garden Brush Recycling Center: \$ _____

ITEM II: HOURLY RATES CHARGED TO CITY [TO BE USED AS SPECIFIED IN THE SCOPE OF SERVICES SECTION] APPROXIMATE NUMBER OF HOURS: 300 HOURS PER MONTH

Job Classification	Hourly Rate
Supervisor	\$ _____
Custodian	\$ _____

ITEM III: PRESSURE WASHING: 3,000 psi minimum/3,500 psi maximum.

Price per sq ft per additional service, if requested beyond that included within the scope (Section 4.19.15):

\$_____ Per Sq. Ft.

City's estimated square footage controls.

ITEM IV: HOURLY RATES CHARGED TO THIRD PARTY EVENT SPONSORS (FOR MARKET SQUARE ONLY)

Job Classification	Hourly Rate
Supervisor	\$ _____
Custodian	\$ _____

Prompt Payment discount ____% ____ days (if no discount offered, Net 30 days will apply).

RFCSP ATTACHMENT C
CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at

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

Instructions for completing the Contracts Disclosure form are listed below:

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

RFCSP ATTACHMENT D

LITIGATION DISCLOSURE FORM

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

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

Yes ____ No ____

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

Yes ____ No ____

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

Yes ____ No ____

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

RFCSP ATTACHMENT E

SBEDA LANGUAGE

Posted as a Separate Document

RFCSP ATTACHMENT F

SBEDA- UTILIZATION PLAN

Posted as separate documents.

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. It is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Print and sign your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234).

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

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

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

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

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

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

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

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

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 Form and References RFCSP Attachment A, Part One	
Experience, Background and Qualifications RFCSP Attachment A, Part Two	
Proposed Plan RFCSP Attachment A, Part Three	
Price Schedule RFCSP Attachment B	
+Contracts Disclosure Form Per instructions in RFCSP Attachment C	
Litigation Disclosure RFCSP Attachment D	
+SBEDA Form RFCSP Attachment F; and Associated Certificates, if applicable	
+Veteran-Owned Small Business Preference Program Tracking Form RFCSP Attachment H	
++Certificate of Interested Parties (Form 1295) RFCSP Attachment I	
Proof of Insurability Insurance Provider's Letter Copy of Current Certificate of Insurance	
Financial Information	
+Signature Page (only required for hard copy submission) Section 7.	
Proposal Checklist RFCSP Attachment K	
One COMPLETE (1) Original, eight (8) hard copies WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO SBEDA, VOSB AND/OR PRICING TO BE INCLUDED) and one (1) CD or USB flash drive of entire proposal in PDF format if submitting in hard copy.	
+Signed Addendums, if applicable.	

+Documents marked with an "+" on this checklist require a signature.

++Certificate of Interested Parties (Form 1295) requires notarization.

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

RFCSP ATTACHMENT L.

SAMPLE TASK LIST FOR LA VILLITA

Posted as separate documents.

RFCSP ATTACHMENT M.

EVENT TASK FORM

Posted as separate documents.

RFCSP ATTACHMENT N.
Additional Information for City Facilities

Posted as separate documents.