

ORDINANCE

2020-02-13-0077

**APPROVING A CONTRACT WITH 3<sup>RD</sup> GENERATION SERVICES, LLC, DBA CEILING PRO OF SAN ANTONIO, TO PROVIDE CUSTODIAL SERVICES FOR THE PARKS AND RECREATION DEPARTMENT FOR AN AMOUNT UP TO \$846,000.00 ANNUALLY FOR A TOTAL CONTRACT AMOUNT OF UP TO \$4,018,500.00 OVER THE TERM OF THE CONTRACT. FUNDING FOR THE FIRST YEAR IN THE AMOUNT OF \$846,000.00 IS AVAILABLE IN THE PARKS AND RECREATION DEPARTMENT'S FY 2020 ADOPTED BUDGET. THE TERM OF THE AGREEMENT SHALL BE APRIL 1, 2020 THROUGH DECEMBER 31, 2022, WITH TWO ADDITIONAL ONE-YEAR RENEWALS AT CITY'S OPTION.**

\* \* \* \* \*

**WHEREAS**, the City released a Request for Competitive Sealed Proposals (RFCSP) to provide custodial services for the Parks and Recreation Department (Parks); and

**WHEREAS**, eight proposal responses were received, of which 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 six were evaluated; and

**WHEREAS**, staff recommends 3rd Generation Services, LLC, dba Ceiling Pro of San Antonio, for award of this contract; and

**WHEREAS**, all expenditures will be in accordance with the applicable fiscal year's budget approved by City Council; **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, dba Ceiling Pro of San Antonio, to provide custodial services for the Parks and Recreation Department for an amount up to \$846,000.00 annually for a total contract amount of up to \$4,018,500.00 over the term of the contract 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 and RFCSP is attached hereto and incorporated herein for all purposes as **Exhibit I**. A copy of the proposal may be inspected in the offices of the Purchasing Division of the Finance Department.

**SECTION 2.** Funds will be encumbered upon issuance of purchase orders, and payment is authorized to 3rd Generation Services, LLC, dba Ceiling Pro of San Antonio, to provide custodial services for the Parks and Recreation Department. All expenditures will be in accordance with the


Fiscal Year 2020 budget approved by City Council, and such other appropriations necessary to fund the contract through its term as evidenced by subsequent ordinances.

**SECTION 3.** Payment not to exceed \$846,000.00 is authorized to be encumbered with a purchase order and made payable to 3rd Generation Services, LLC, dba Ceiling Pro of San Antonio, to provide custodial services for the Parks and Recreation Department.

**SECTION 4.** The financial allocations in this ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this ordinance.

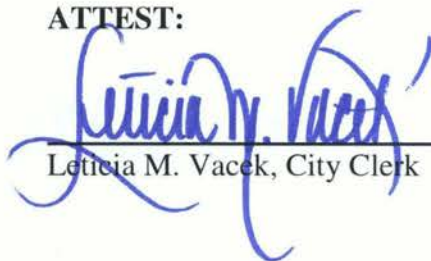
**SECTION 5.** This ordinance is effective immediately upon passage by eight or more affirmative votes; otherwise, it is effective on the tenth day after passage.

**PASSED AND APPROVED this 13<sup>th</sup> day of February, 2020.**




**M A Y O R**  
Ron Nirenberg

**ATTEST:**



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

**APPROVED AS TO FORM:**



\_\_\_\_\_  
Andrew Segovia, City Attorney





## City of San Antonio

### City Council

February 13, 2020

**Item: 7**

**Enactment Number:**

**File Number: 20-1312**

**2020-02-13-0077**

Ordinance approving a contract with 3rd Generation Services, LLC, dba Ceiling Pro San Antonio, to provide custodial services for the Parks and Recreation Department for an amount up to \$846,000.00 annually with a total amount of up to \$4,018,500.00. Funding for the first year (\$846,000.00) is available in the Parks and Recreation Department's FY 2020 Adopted Budget. The term of the agreement shall be April 1, 2020 through December 31, 2022, with two additional one year renewals at City's option. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]

Councilmember Adriana Rocha Garcia made a motion to adopt. Councilmember Jada Andrews-Sullivan seconded the motion. The motion passed by the following vote:

**Aye:** 10 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia,  
Gonzales, Cabello Havrda, Sandoval, Courage and Perry

**Absent:** 1 Pelaez

LC  
02/13/20  
Item No. 7

# Exhibit I



| RFCSP 19-045, RFx: 6100011348<br>Annual Contract – Custodial Services –<br>Parks and Recreation Facilities<br><br>Score Summary<br>*FINAL EVALUATION<br>November 15, 2019 | Maximum Points | 3rd Generation Services,<br>LLC<br>6800 Park Ten Blvd.,<br>Suite 136E<br>San Antonio, TX 78213 | BJ Corporation dba<br>National Building Service<br>6017 Rittiman Plaza<br>San Antonio, TX 78218 | Ernestina Luna dba<br>Unified Service<br>Associates LLC<br>414 N. General McMullen,<br>Ste. 111<br>San Antonio, TX 78237 | KD's Janitorial Service<br>4115 Medical Dr. Ste. 206<br>San Antonio, TX 78229 | Kleen-Tech Services<br>Corporation<br>7100 Broadway, Suite 6L<br>Denver, CO 80221 | Selrico Services, Inc<br>717 W. Ashby Place<br>San Antonio, TX 78212 |
|---|----------------|--|---|--|---|---|--|
|   |                |  |   |  |   |   |  |
| A - Experience, Background,<br>Qualifications   | 30             | 27.00  | 22.60   | 12.60  | 9.80  | 21.00   | 17.40  |
| B - Proposed Plan   | 35             | 30.00  | 22.60   | 12.40  | 7.80  | 20.00   | 17.20  |
| A - B Sub-Total   | 65             | 57.00  | 45.20   | 25.00  | 17.60   | 41.00   | 34.60  |
| C - Price   | 15             | 14.73  | 4.89  | 15.00  | 5.26  | 10.55   | 1.21   |
| D - SBE Prime Contract Program  | 10             | 10.00  | 10.00   | 10.00  | 10.00   | 0.00  | 10.00  |
| D - M/WBE Prime Contract Program  | 10             | 10.00  | 10.00   | 10.00  | 10.00   | 0.00  | 10.00  |
| TOTAL SCORE   | 100            | 91.73  | 70.09   | 60.00  | 42.86   | 51.55   | 55.81  |
| RANK BASED ON TOTAL SCORE   |                | 1  | 2   | 3  | 6   | 5   | 4  |

\* One evaluation meeting held and scoring completed with no interviews conducted.



## CITY OF SAN ANTONIO

*Finance Department – Purchasing Division*

REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”) **19-045**  
RFx NO.: **6100011348**

ANNUAL CONTRACT FOR CUSTODIAL SERVICES – PARKS AND  
RECREATION FACILITIES

Date Issued: APRIL 22, 2019

BIDS MUST BE RECEIVED **NO LATER THAN:**  
2:00 PM, CENTRAL TIME JUNE 7, 2019

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  
c/o Municipal Archives and Records Facility  
719 S. Santa Rosa Ave.,  
San Antonio, Texas 78204-3114

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 – PARKS AND RECREATION FACILITIES”  
RFCSP 19-045, RFx: 6100011348”

Proposal Due Date: 2:00 PM, CENTRAL TIME, JUNE 7, 2019

Respondent's Name and Address

Proposal Bond: NO      Performance Bond: NO      Payment Bond: NO      Other: N/A

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 April 30, 2019 at 9:30 A.M. CT at Parks and Recreation – Ron Darnier Building, 5800 Enrique M. Barrera Pkwy, San Antonio, Texas 78227.

Staff Contact Person: DANIEL GINES, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966. Email: [DANIEL.GINES@SANANTONIO.GOV](mailto:DANIEL.GINES@SANANTONIO.GOV)



**This solicitation has been identified as High-Profile.**

**Notice Regarding Prohibition on Campaign or Officeholder Contributions for Individuals and Entities Seeking High-Profile Contracts.** Under Section 2-309 of the Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10<sup>th</sup> 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 May 7, 2019. The first day contributions may be made is the 31st day after the contract is awarded by City Council at a meeting designated as an 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.**

To learn what communications are allowed, 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 ..... | 13 |
| 005 - SUPPLEMENTAL TERMS & CONDITIONS .....    | 22 |
| 006 - GENERAL TERMS & CONDITIONS .....         | 26 |
| 007 - SIGNATURE PAGE .....                     | 27 |
| 008 - STANDARD DEFINITION .....                | 32 |
| 009 - ATTACHMENTS .....                        | 34 |

## 003 - INSTRUCTIONS FOR RESPONDENTS

### PART A

#### Submission of Hard Copy Proposals.

Respondent shall submit one **COMPLETE** original signed in ink, **seven (7)** hard copies **WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO SBEDA, VOSB, AND/OR PRICING TO BE INCLUDED)** and one complete 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 – PARKS AND RECREATION FACILITIES – RFCSP 19-045, RFx: 6100011348"** on the front of the package. The name and address of Respondent, the due date for submission of proposals, RFCSP number and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

Proposals must be received in the Office of the City Clerk no later than 2:00 p.m. Central Time, on **June 7, 2019** at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the Office of the City Clerk by the deadline for submission. Therefore, respondents should strive for early submission to avoid the possibility of rejection for late arrival.

#### Mailing Address:

Office of the City Clerk

Attn: **"ANNUAL CONTRACT FOR CUSTODIAL SERVICES – PARKS AND RECREATION FACILITIES – RFCSP 19-045, RFx: 6100011348"**

P.O. Box 839966

San Antonio, Texas 78283-3966

#### Physical Address:

Office of the City Clerk

Attn: **"ANNUAL CONTRACT FOR CUSTODIAL SERVICES – PARKS AND RECREATION FACILITIES – RFCSP 19-045, RFx: 6100011348"**

c/o Municipal Archives and Records Facility

719 S. Santa Rosa Ave.

San Antonio, Texas 78204-3114

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

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

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

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

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

Certified Vendor Registration Form. If Respondent has not completed City's Certified Vendor Registration (CVR) Form, Respondent is required to do so prior to the due date for submission of proposals. The CVR form may be accessed at: <http://www.sanantonio.gov/purchasing/>. Respondents must identify the correct name of the entity that will be providing the



goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

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.

Restriction on Communications, 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. 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 concerning this RFCSP to the Staff Contact Person listed below until 10:00 a.m. CT, May 15, 2019.** Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail.

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. The point of contact,



David Rodriguez, may be reached by telephone at (210) 207-3922 or by e-mail at [David.Rodriguez3@sanantonio.gov](mailto:David.Rodriguez3@sanantonio.gov). *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Barbara Trevino, who may be reached via telephone at (210) 207-3592 or through e-mail at [Barbara.Trevino@sanantonio.gov](mailto:Barbara.Trevino@sanantonio.gov). Respondents and/or their agents may contact Ms. Trevino at any time prior to the due date for submission of proposals. Contacting her or her office regarding this RFCSP after the proposal due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Respondents may contact the Vendor Support staff at (210) 207-0118 or by email at [vendors@sanantonio.gov](mailto: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 and 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.

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

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

#### Changes to RFCSP.

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

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

#### Preparation of Proposals.

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

**Proposal Format.** Each proposal shall be typewritten, single spaced on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder or other securely bound fashion. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual 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 printed two-sided. Margins shall be no less than 1" around the perimeter of each page. A proposal response to the RFCSP General Information Form may not exceed 10 pages in length. 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 Instructions to Respondents Part B - Submission Requirements, and each section and attachment must be indexed and, for hard copy submission, **ONLY REQUIRED SECTIONS AND ATTACHMENTS listed by Asterisk in Section 003 Part B, Submission 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 submission or may negatively affect scoring.



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

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

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

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

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

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

#### Description of Supplies.

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

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

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

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

#### Estimated Quantities for Annual Contracts.

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

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

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



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

#### Interlocal Participation.

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

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

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

#### Rejection of Proposals.

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

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

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

The proposal is conditional; or

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

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

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

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

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

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

#### Evaluation and Award of Contract.

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



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

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

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

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

#### Inspection of Facilities/Equipment.

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

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

#### Prompt Payment Discount.

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

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

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

#### Prohibited Financial Interest.

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in §2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with City. 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:

- A City officer or employee; his or her spouse, sibling, parent, child, or other family member within the first degree of consanguinity or affinity;
- An entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10% or more of the voting stock or shares of the entity, or 10% or more of the fair market value of the entity; or
- An entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

By submitting a proposal, Bidder warrants and certifies, and a contract awarded pursuant to this solicitation is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City.

Unfair Advancement of Private Interests. Pricing and discounts contained in this contract are for use by City departments conducting City business. City employees may not use their positions to obtain special treatment or prices that are not available to the general public.

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://ethics.state.tx.us/forms/conflict/>

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

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

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

If delivering by hand, deliver to: Office of the City Clerk, c/o Municipal Archives and Records Facility, 719 S. Santa Rosa Ave., San Antonio, TX 78204-3114.

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, **seven (7)** 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 7 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 – PARKS AND RECREATION FACILITIES, RFCSP 19-045, No.: 6100011348**" 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.

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

CONTRACTS DISCLOSURE FORM. Attachment C. Complete and submit a Contracts Disclosure Form with the proposal. The 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:

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

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

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

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

\*VETERAN-OWNED SMALL BUSINESS (VOSB) PROGRAM TRACKING FORM. Complete and return the VOSB Program Tracking Form 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](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.

**ADDENDA.** Sign and submit addenda, 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 J.

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: 35 points**

**Price: 15 points**

### **Small Business Economic Development Advocacy Program (SBEDA):**

#### **SBE Prime Contract Program – 10 points**

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

#### **M/WBE Prime Contract Program –10 points**

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

No evaluation criteria points will be awarded to non-SBE or non-M/WBE Prime CONTRACTORS through subcontracting to certified SBE or M/WBE firms.



## 004 - SPECIFICATIONS / SCOPE OF SERVICES

### 4.1 BACKGROUND:

The City of San Antonio is soliciting bids for contractor(s) to perform custodial services at 43 various City facilities for the Parks and Recreation Department. 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. 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 will designate a primary point of contact for the Parks and Recreation Department, as well as a primary facility coordinator at each facility serviced.

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). 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 black material, of a weight that minimizes the risk of breaking/splitting, and be capable of being sealed when full. Recycle receptacle liners must be available in transparent (clear), of a weight that minimizes the risk of breaking/splitting, and be capable of being sealed when full. City reserves the right to specify a specific brand of waste and recycle receptacle liners if Contractor fails to provide waste and recycle 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. City requires disinfectant spray that kills 99.9% of viruses and bacteria; such as Lysol Disinfectant Spray or approved equal.
  - (e) Buffers, vacuum cleaners, carpet shampoo machines, wet-vacuums, etc. High speed buffers for buffing and low speed buffers for stripping.
  - (f) Dust cloths, wiping cloths, mops, buckets, brooms, etc.
  - (g) Antibacterial hand soap for all restroom soap dispensers. 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 City 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, if requested by a Facility Coordinator, be subject to the approval of the Facility Coordinator. 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. An 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. All MSDS sheets are to be in place at the start of the contract and updated as required.

#### **4.3 CONTRACTOR STAFFING:**

##### **4.3.1 PROJECT MANAGER AND SUPERVISORS:**

Contractor shall provide a competent Project Manager responsible for ensuring performance under the contract. The Project Manager shall:

- a. Be the primary point of contact with the Parks and Recreation Department.
- b. Employ and oversee qualified supervisors that will ensure that all facilities are appropriately cleaned.
- c. Project Manager and Supervisors must be capable of reading, writing, speaking, and understanding the English language.
- d. Ensure that inspections are done on a regular basis.
- e. Carry a cell phone to be accessible to correct any problems/discrepancies which may occur at any facility included in this proposal during the work schedule or as required by the Department.
- f. Provide the Department's primary point of contact and/or designated location manager with emergency contact phone numbers of responsible supervisors and management personnel.
- g. Update any changes to point of contact information for supervisors and management personnel within 1 day of the change.
- h. Project Manager must perform only Project Manager duties; none of the scheduled custodial tasks shall be assigned to this person, unless assistance is required due to an unforeseen situation.
- i. Project Manager and Supervisors shall have experience appropriate for their responsibilities and position, including cleaning schedules, use (distribution and mixing) of cleaning chemicals, inspections, personnel, and associated guidelines and/or policies.
- j. Project Managers must be employees of Contractor.
- k. Project Managers and 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.

##### **4.3.2 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 provided by Contractor with employee name, company name and facial picture. 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 reading, writing, speaking, and understanding 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.
- (h) Custodians must be employees of Contractor or Contractor's City approved subcontractor.

4.3.3 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 Contractor shall conduct and coordinate statewide criminal background checks at its own expense on all employees responsible for performing contractual services. Contractor's employees 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 obtain criminal background checks on all employees, as required in 4.4.1 above prior to their assignment. Copies shall be provided to the Facilities Coordinators, if requested, at any time during the contract term.
- 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 CRIMINAL BACKGROUND CHECKS – PARKS POLICE FACILITIES ONLY:**

- 4.5.1 Contractor's employees are subject to a criminal background check prior to starting work at SAPD City facilities. Contractor's employees must make an appearance at the ID Unit at SAPD Headquarters at 315 S. Santa Rosa, San Antonio, Texas to initiate the background check.
- 4.5.2 Background checks are conducted in 2 phases. SAPD will notify Contractor whether the employee passed the first phase within 24 hours of the employee's appearance. Employees who pass phase one will be granted conditional access while the second phase of the background check is being conducted.
- 4.5.3 At the conclusion of the second phase, SAPD will notify Contractor whether the employee is eligible to continue to perform work at these facilities. Contractor's employees will not be permitted on site until phase one of the background check is completed and passed.
- 4.5.4 Employees who do not pass the second phase must be removed immediately.
- 4.5.5 Employees may be subject to random background checks throughout the course of the contract.
- 4.5.6 Contractor shall pay an administrative fee to SAPD for these checks. Currently the cost of conducting backgrounds checks is \$10.00 per person.

#### **4.6 QUALITY CONTROL:**

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 formal training program for all supervisors and custodians must be developed and implemented at the commencement of the term of this contract and provided for each new employee when they begin work.
- (b) Inspections by the Project Manager and/or Supervisors in a frequency necessary to ensure that all work is being completed in compliance with this contract. A written report of the inspections must reflect all observed deficiencies, corrective action established and, if necessary, a retraining of staff with regard to those deficiencies. Contractor will retain inspection records in their files and will provide copies to the Facility Coordinator upon request.



- (c) Facility Coordinators will provide notice of City observed deficiencies to the Department's primary point of contact so that corrective action can be coordinated with the Project Manager. Project Manager will investigate and take the necessary corrective action and respond to the Department primary point of contact within 24 hours regarding the corrective action.
- (d) Project Manager will meet with the Facility Coordinators and Department primary point of contact in a frequency established by each Facility Coordinator to address contract performance issues.

#### **4.7 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 physical security 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.

#### **4.8 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. Some facilities have an electronic access system in lieu of exterior keyed locks. Contractor will divulge the access codes only to supervisors and custodians as needed. Contractor shall be briefed on area accessibility prior to start date of services and will develop, implement and monitor policies that ensure that the facilities are locked and, where applicable, ensure that access systems are properly engaged prior to Contractor exiting the facilities. Any fines resulting from false alarms caused by Contractor's failure to activate or deactivate designated security alarms will be the responsibility of Contractor.

#### **4.9 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 44 of Attachment B, 'Price Schedule'.

#### **4.10 CONSERVATION OF UTILITIES:**

Contractor shall be responsible for instructing and ensuring that employees exercise utilities conservation practices and do not waste 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.

#### **4.11 TECHNOLOGY AND EQUIPMENT USAGE:**

Contractor and its employees shall not use City's telephones, copiers, fax machines, computers or any similar communication devices for personal reasons or for any toll free or long distance calls. Contractor and its employees shall not use any recreational equipment while performing services at recreational facilities.

#### **4.12 LOST AND FOUND PROPERTY:**

Any items of personal or monetary value found by Contractor's employees during cleaning shall 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 at each facility 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. In many instances, the storage areas will not be separate and may be a portion or area of a storage space also utilized by City.
- 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.
- 4.13.5 Contractor will ensure that there is an adequate supply of toilet paper and paper towels in the storage area at all times. In situations where toilet paper and paper towel dispensers become empty between cleanings by Contractor, City staff shall have the right to resupply these dispensers from products stored by Contractor.

#### **4.14 ENTRANCE & EXIT 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. The majority of these facilities are serviced during times when City staff is not present. As such, Contractor shall ensure that its staff abides by the facility entrance procedures:

- 4.14.1 Custodial employees reporting to work will report to the designated sign-in location to sign-in. Sign-in sheets should include the name(s) of employees, time of arrival, time of departure, and any relevant notes pertaining to issues encountered.
- 4.14.2 City requires that Identification Badges be worn by custodial staff at all times.
- 4.14.3 When Contractor employees are working in a facility during hours that the facility is not open, Contractor's Custodians shall be under the direct supervision of a Supervisor at all times and the Supervisor shall be responsible for ensuring the security of the facility and its contents. When the work has been completed, all Custodians shall vacate the facility with the Supervisor who shall be responsible for ensuring that the facility is properly locked and security devices are properly set, if applicable.

#### **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/badge bearing a recent color photograph of the employee. Contractor shall provide such uniforms and identification cards at no additional expense to City.
- 4.16.2 All uniforms shall be the same and contain the name of Contractor and the employee.
- 4.16.3 Uniforms worn by Contractor's employees must be a different color than 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 Department primary point of contact 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 must contact police and the Facility Coordinator or his/her Supervisor as soon as possible.

#### **4.18 CUSTODIAL TASKS AND FREQUENCIES:**

All task described below shall be performed during the days and hours indicated in this document.

##### **4.18.1 TRASH & RECYCLES PICKUP AND REMOVAL:**

Contractor shall pick up all trash, debris, leaves, cigarette butts, etc.; all accumulated trash shall be bagged and properly disposed of at the designated City provided disposal area which is located either on-site or off-site within an approximate distance of 5-10 miles from the facility. 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, trash bags replaced with plastic liners or biodegradable liners (black for trash and clear for recyclable) and waste receptacles returned to their original locations. Receptacles designated for recycled material shall be emptied twice a week (or on a different schedule that may be designated by the Facility Coordinator) into designated City provided containers for pickup by the Solid Waste Management Department or City-designated contractor, or more frequently if full.

**FREQUENCY: Daily**

##### **4.18.2 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**

##### **4.18.3 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**

##### **4.18.4 SPOT MOPPING:**

Contractor shall spot mop daily. 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**

##### **4.18.5 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**



#### **4.18.6 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**

#### **4.18.7 HIGH DUSTING:**

For high dusting, Contractor shall remove dust, lint, spider webs and dry soil from surfaces higher than 6 feet above the floor. High dusting includes, but is not limited to, ventilation grilles mounted in the ceiling, ceiling light fixtures, ceiling fans and "EXIT"/"ENTRANCE" signs.

**FREQUENCY: Quarterly**

#### **4.18.8 CLEAN AND DISINFECT RESTROOMS (includes showers where applicable):**

Restrooms must be restocked after full cleaning.

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

**FREQUENCY: Daily**

#### **4.18.9 BUFFER SCRUB RESTROOM FLOORS:**

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

**FREQUENCY: Monthly**

#### **4.18.10 INSPECT AND RESUPPLY RESTROOMS:**

Restrooms must be inspected and stocked with a minimum of a two-day supply of toilet paper, towels, soap, or other supplies.

**FREQUENCY: Daily**

#### **4.18.11 SANITARY NAPKIN and TAMPON RECEPTACLES:**

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: Daily**

#### **4.18.12 STAIRWAYS (LANDING AND TREAD SURFACES) (where 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: Daily**

#### **4.18.13 DRINKING FOUNTAINS:**

Drinking fountains shall 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**



#### **4.18.14 ELEVATOR CLEANING (where applicable):**

Contractor shall vacuum and/or dust and damp mop the floors of the elevators daily. Track channels for doors must 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: See Above**

#### **4.18.15 FLOOR MAINTENANCE:**

All hard surfaced floors shall receive floor maintenance. Floor maintenance includes, **but is not limited to**, stripping of old wax, applying sealant, two coats of floor finish and buffing. **The appropriate maintenance shall be applied based on the type of flooring.** 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. 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 price variance due to the condition of the floor must be included in the bid price. Contractor shall notify the Facility Coordinators at least thirty (30) days in advance of each quarterly floor maintenance event and City shall have the right to request an adjustment in that schedule to accommodate facility events or reservations.

**FREQUENCY: Quarterly**

#### **4.18.16 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**

#### **4.18.17 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. Contractor shall notify the Facility Coordinators at least thirty (30) days in advance of each quarterly carpet shampooing event and City shall have the right to request an adjustment in that schedule to accommodate facility events or reservations.

**FREQUENCY: Quarterly**

#### **4.18.18 WINDOW WASHING:**

All windows safely reachable, not to exceed 10 feet in height, shall be cleaned interiorly and exteriorly. Required services shall include, but are not limited to, cleaning of all fixed and operable windows and reflective glass surfaces, frames and ledges, including metal and aluminum frames. Cleaning shall include the removal of dirt, debris, water scale, mineral scale, and other accumulations on the glass.

Contractor shall clean interior and exterior surfaces using a cleaning brush and squeegee and/or the latest equipment and chemicals to obtain a uniformly bright surface free of drips, streaks and foreign materials on all windows and window ledges. Special attention must be given to tinted windows and no harsh solutions may be used.

**FREQUENCY: Interior windows daily / Exterior windows monthly**

#### **4.18.19 EXTERIOR CLEANING:**

The area within fifteen (15) feet of the facility, including adjacent porches where applicable, shall be cleaned and swept on a daily basis. Contractor shall pick up and discard all trash and/or debris from the front, side and rear entrances of the facility. Trash cans and ash urns shall be emptied, cleaned and, if required, new liners installed.

**FREQUENCY: Daily**

#### **4.19 FACILITY LIST:**

The list of facilities in Attachment K, 'Facility List', includes the service days and hours when the custodial services shall be provided for each facility. The Contractor is required to complete the scope of services during the specified hours for each facility; the Contractor is not required to have custodians present for the entire shift.



During the term of the contract, City reserves the right to add facilities. Refer to Attachment B, 'Price Schedule'; Line Items 45 through 50, Price per Square Foot for Additional Locations Added throughout Term of Contract. In addition, City may delete any facilities on the list with ten (10) days prior written notification to Contractor.

The Parks and Recreation Department hosts an 8-week summer youth program at many, but not all, of its facilities. The facility list below reflects a change of schedule at the summer youth program sites based on the current program, which is subject to change. Parks and Recreation will notify Contractor ten (10) days in advance of the start of the summer youth program. The contractor will coordinate service hours during this time with the Clean & Green Division of the Parks and Recreation department. The Department Primary Point of Contact will be provided after contract award.

In addition to the summer youth program described above, Parks and Recreation hosts several holiday camps during the year; including Thanksgiving, Winter Holiday and Spring Break at certain facilities. During those days and at the facilities where these camps are held, cleaning will be delayed until after 6:00 pm or 9:00 pm (Delayed Schedule), depending on the specific center. City will provide written notification to Contractor ten (10) days prior to these Delayed Schedules and Contractor will adjust its schedule at no additional charge to City. Contractor is required to complete the scope of services with the same number of custodians and total weekly hours per custodian.

Other situations that may temporarily impact Contractor's schedule include use of facilities as early voting sites, construction or maintenance activities, and other events that may limit access to Contractor. In these situations, City will provide reasonable notice to Contractor and Contractor and City will work cooperatively to adjust the custodial services schedule, which shall be performed at no additional cost to City. Changes to the use or operating schedule of a facility and/or other factors may necessitate a permanent change to the Service Days and Hours. In these situations, City will provide ten (10) days prior written notification to Contractor. If the change results in an increase or decrease in the number of service days per week, Contractor's price will be adjusted accordingly, on a pro-rata basis, based on the prices stated in Attachment B, 'Price Schedule'.

All San Antonio Police Department substations and storefronts require the following:

- Background and fingerprinting must be cleared (no felonies or prior misdemeanors).
- A set schedule for each facility/location must be followed.
- San Antonio Police Department personnel will escort all cleaning personnel at any and all San Antonio Police Department secured facilities.
- Schedules must be submitted to Facilities Coordinator in order to communicate to Captains/Lieutenants at each location.
- San Antonio Police Department does not offer any type of storage area for supplies (everything must be brought and taken at the time of visit).
- Sign In/Out sheets will be available for all cleaning personnel to sign in at time of scheduled services.
- ALL schedules must be followed daily because of security regulations.

Except as outlined in the following paragraph, custodial services shall be provided based on the Service Days and Hours shown on the Facility list, except for City holidays on which the facility is closed. Those holidays currently include: New Year's Day, Martin Luther King Day, Battle of Flowers Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Veterans Day, Thanksgiving (Thursday and Friday), Christmas Eve and Christmas Day.

**This does not apply to Park Police facilities.** Park Police facilities should continue to be serviced on City Holidays, as scheduled. Custodial services shall be provided at the Park Police Headquarters located at 600 Hemisfair #337 on the following City holidays: Memorial Day, 4<sup>th</sup> of July, the Friday after Thanksgiving Day and Christmas Eve between the hours of 8:00 am and 3:00 pm CT.

#### **4.20 SITE INSPECTION:**

Contractor shall inspect the site and is held to have examined and be familiar with the conditions which may affect the work under which Contractor will be obligated to perform the work or that will in any manner affect the work listed herein.

A Pre-Submittal Conference will occur on April 30, 2019 at 9:30 A.M., CT., at the Parks and Recreation Ron Darner Building, 5800 Enrique M. Barrera, San Antonio, Texas 78227. A Site Visit at the Cuellar Community Center, 5626 San Fernando will immediately follow the pre-submittal conference.

#### **4.21 DAMAGE TO CITY PROPERTY:**

Contractor shall be responsible for any damaged City property occurring as a result of contractor's service. This includes, but is not limited to, damage to furniture, floors, windows, restroom fixtures, doors, and City equipment. Contractor shall be responsible for any damage as result of quarterly floor maintenance.



## 005 - SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or January 1, 2020, whichever is later. This contract shall terminate on December 31, 2022.

### 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.

### 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 – PARKS AND RECREATION FACILITIES" 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:



| TYPE   | AMOUNTS  |
|--|--|
| 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:<br>1. Premises/Operations<br>2. Products/Completed Operations<br>3. Personal/Advertising Injury<br>4. Contractual Liability | For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence;<br>\$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability<br>Coverage must include per project aggregate. |
| 4. Business Automobile Liability<br>a. Owned/leased vehicles<br>b. Non-owned vehicles<br>c. Hired Vehicles   | <u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence   |

D) 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 – Revision 1 Dated May 28, 2019

Attachment C – Contracts Disclosure form

Attachment D – Litigation Disclosure Form

Attachment E – Small Business Economic Development Advocacy (SBEDA) Language

Attachment F – Small Business Economic Development Advocacy (SBEDA) Utilization Form

Attachment G – Veteran-Owned Small Business Preference Program (VOSB) Ordinance

Attachment H – Veteran-Owned Small Business Preference Program (VOSB) Tracking Form

Attachment I – Certificate of Interested Parties Form 1295

Attachment J – Proposal Checklist

Attachment K – Facility List

Attachment L – Notification of Observed Custodial Deficiency Form

Attachment M – Criminal Justice Information Services (CJIS) Addendum

Attachment N - List of Additional Information Regarding Parks and Recreation Facilities

Attachment O - Small Business Economic Development Advocacy (SBEDA) Presentation.



## 006 - GENERAL TERMS & CONDITIONS

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

### Delivery of Goods/Services.

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

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

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

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

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

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

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

### Invoicing and Payment.

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

### Information Required On Invoice.

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



#### Payment by City.

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

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

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

**NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT.** NOTWITHSTANDING THE FORGOING, THE CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAYS 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 III.C.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.

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.

**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.

Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on such list during the course of its contract with City, 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, addendums, 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 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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



009 - ATTACHMENTS

RFCSP ATTACHMENT A. PART ONE

GENERAL INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐ Partnership

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

Also, check one: ☐ Domestic ☐ Foreign

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

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

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

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

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

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

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

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

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

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



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

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

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

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.

|  |        |           |  |
|--|--------|-----------|--|
|  |        |           |  |
| <b>Reference No. 1</b>                       |        |           |  |
| Firm/Company Name                            |        |           |  |
| Contact Name:                                |        | Title:    |  |
| Address:                                     |        |           |  |
| City:  | State: | City:     |  |
| Telephone No:                                |        | Fax No:   |  |
| Date and Description of Service(s) Provided: |        |           |  |
|  |        |           |  |
| Email Address:                               |        |           |  |
| Annual Dollar Value of the Contract:         |        |           |  |
|  |        |           |  |
| <b>Reference No. 2</b>                       |        |           |  |
| Firm/Company Name                            |        |           |  |
| Contact Name:                                |        | Title:    |  |
| Address:                                     |        |           |  |
| City:  | State: | Zip Code: |  |
| Telephone No:                                |        | Fax No:   |  |
| Date and Description of Service(s) Provided: |        |           |  |
|  |        |           |  |
| Email Address:                               |        |           |  |
| Annual Dollar Value of the Contract:         |        |           |  |
|  |        |           |  |
| <b>Reference No. 3</b>                       |        |           |  |
| Firm/Company Name                            |        |           |  |
| Contact Name:                                |        | Title:    |  |
| Address:                                     |        |           |  |
| City:  | State: | City:     |  |
| Telephone No:                                |        | Fax No:   |  |
| Date and Description of Service(s) Provided: |        |           |  |
|  |        |           |  |
| Email Address:                               |        |           |  |
| Annual Dollar Value of the 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:
  - a. History of successful company projects (to include number of years in business);
  - b. History of company operations over the past three years;
  - c. History of custodial service contracts, facilities, 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 and high visibility 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 types of 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** – 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 and implement contract by January 1, 2020. Provide information such as badging, availability of products, stocking supplies and equipment. Provide an implementation timeline beginning upon notice of award for Respondent to be able to mobilize by anticipated contract state date of January 1, 2020.

**2.Staffing Plan** – Describe Respondent Staffing Plan for providing Custodial Services for Parks and Recreation Department Facilities. Provide the Respondent standard job description for Manager, Supervisor and Custodian positions. Provide a color photograph of the Respondent proposed uniform.

a. Provide an organizational chart showing how you propose to staff the project. For each position reflected on the organizational chart, describe the number of Supervisor(s), custodians, and/or Project Manager(s) that will be assigned to the contract.

b. Does Respondent have current staff to support a new contract or will respondent need to recruit new staff? If you need to recruit staff, how and where do you recruit new staff from? Provide a detailed response.

c. 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 in detail 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.

d. Describe process for performing Criminal Background Checks on all employees in accordance with 4.4, Criminal Background Checks and 4.5 Criminal Background Checks, Parks Police Facilities, and retention procedure for maintaining background checks.

e. 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: (     ) \_\_\_\_\_

Pager Phone Number: (     ) \_\_\_\_\_

General Manager Phone Number: (     ) \_\_\_\_\_

f. Provide a weekly staffing schedule which shows how the Respondent will cover all shifts. Complete the Staffing Plan included below as paragraph 13 and indicate the proposed number of custodians to successfully complete the requirements at each location.

**3.Quality Assurance/Quality Control (QA/QC) Plan** – Describe Respondent's current QA/QC Plan to include procedures and personnel utilized for quality control, contract performance deficiencies and 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 regularly to review services provided and any performance issues.

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



- 5. Customer Service Plan** – Describe Respondent customer service plan.
- 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 and frequency of training and continuing education.
- 7. Safety Plan** – Describe how Respondent will implement a Safety Plan for the Contract, including plan to address employee injuries and accidents.
- 8. Equipment Maintenance Plan** – Describe Respondent Equipment Maintenance Plan for equipment utilized for providing custodial services. Indicate 1) average age, 2) frequency of maintenance, and 3) frequency of replacement for the following custodial equipment:
- (a) Buffers, vacuum cleaners, carpet shampoo machines, wet-vacuums, etc. High speed buffers for buffing and low speed buffers for stripping.
- (b) Dust cloths, wiping cloths, mops, buckets, brooms, etc.
- 9. 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 determines starting wages and subsequent increases. Indicate what benefits (e.g., retirement, medical, dental, vision, life insurance, disability insurance, wellness, leave and holidays, skills pay, tuition assistance, employee assistance program, etc.) will be provided to these job classifications and provide a cost per employee related to these benefits. Indicate what amount and percent of the costs are paid by the Respondent and what amount and percent are paid by the employee for each individual benefit. (Use charts to make this information clear.) Indicate if the benefits provided to these job classes are the same, and at the same cost, as benefits provided or made available to other job classifications in the Respondent firm.
- 10. 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.
- 11. Security** – Describe Respondents plan and security measure 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 persons.
- 12. Additional Information** – Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.
- 13. 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 |                                  |  |
| Berta Almaguer                                    | 135 S. Josephine Tobin; San Antonio, 78201  |                 |                          |        |         |           |          |        |          |                                  |  |
| Bode Community Center                             | 901 Rigsby; San Antonio, 78210              |                 |                          |        |         |           |          |        |          |                                  |  |
| Commander's House Adult Center/ Ceramics Building | 645 S. Main; San Antonio, 78204             |                 |                          |        |         |           |          |        |          |                                  |  |
| Copernicus Community Center                       | 5003 Lord Road; San Antonio, 78220          |                 |                          |        |         |           |          |        |          |                                  |  |
| Cuellar Community Center                          | 5626 San Fernando; San Antonio, 78237       |                 |                          |        |         |           |          |        |          |                                  |  |
| Dawson Community Center                           | 2500 E. Commerce; San Antonio, 78203        |                 |                          |        |         |           |          |        |          |                                  |  |
| Denver Heights Community Center                   | 300 Porter; San Antonio, 78210              |                 |                          |        |         |           |          |        |          |                                  |  |
| Dorie Miller Community Center                     | 2802 Martin Luther King; San Antonio, 78220 |                 |                          |        |         |           |          |        |          |                                  |  |
| Fairchild Community Center                        | 1214 E. Crockett; San Antonio, 78202        |                 |                          |        |         |           |          |        |          |                                  |  |
| Father Roman Community Center                     | 11030 Ruidosa; San Antonio, 78214           |                 |                          |        |         |           |          |        |          |                                  |  |



| 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 |                                  |  |
| Frank Garrett Community Center (Parks Areas Only) | 1226 NW 18 <sup>th</sup> St.; San Antonio, 78207 |                 |                          |        |         |           |          |        |          |                                  |  |
| Garza Community Center                            | 1450 Mira Vista; San Antonio, 78228              |                 |                          |        |         |           |          |        |          |                                  |  |
| Granados Adult Center                             | 500 Freiling; San Antonio, 78213                 |                 |                          |        |         |           |          |        |          |                                  |  |
| Harlandale Community Center                       | 7227 Briar Place; San Antonio, 78221             |                 |                          |        |         |           |          |        |          |                                  |  |
| Hillside Acres                                    | 8110 Clegg; San Antonio, 78242                   |                 |                          |        |         |           |          |        |          |                                  |  |
| Jean Yates Community Center                       | 528 Rasa; San Antonio, 78227                     |                 |                          |        |         |           |          |        |          |                                  |  |
| Lincoln Community Center                          | 2915 E. Commerce; San Antonio, 78202             |                 |                          |        |         |           |          |        |          |                                  |  |
| Lion's Field Adult Center                         | 2809 Broadway; San Antonio, 78212                |                 |                          |        |         |           |          |        |          |                                  |  |
| Lou Hamilton Community Center                     | 10700 Nacogdoches; San Antonio, 78217            |                 |                          |        |         |           |          |        |          |                                  |  |
| McFarlin Tennis Center Building                   | 1503 San Pedro; San Antonio, 78212               |                 |                          |        |         |           |          |        |          |                                  |  |
| Meadowcliff Community Center                      | 1260 Pinn Road; San Antonio, 78227               |                 |                          |        |         |           |          |        |          |                                  |  |
| Melendrez Community Center                        | 5919 W. Commerce; San Antonio 78237              |                 |                          |        |         |           |          |        |          |                                  |  |



|   |  |  |  |  |  |  |  |  |  |  |  |
|---|--|--|--|--|--|--|--|--|--|--|--|
| Miller's<br>Pond<br>Community<br>Center | 6175 Old<br>Pearsall Rd.;<br>San Antonio,<br>78242 |  |  |  |  |  |  |  |  |  |  |
|---|--|--|--|--|--|--|--|--|--|--|--|

| 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 |                                  |  |
| New Territories                           | 9023 Bowen; San Antonio, 78250               |                 |                          |        |         |           |          |        |          |                                  |  |
| Normoyle Community Center                 | 700 Culberson; San Antonio, 78211            |                 |                          |        |         |           |          |        |          |                                  |  |
| Palm Heights Community Center             | 1201 W. Malone; San Antonio, 78225           |                 |                          |        |         |           |          |        |          |                                  |  |
| Park Police Headquarters                  | 600 Hemisfair #337; San Antonio, 78205       |                 |                          |        |         |           |          |        |          |                                  |  |
| Park Police Jack White Substation         | 3803 Old Seguin Road; San Antonio, 78219     |                 |                          |        |         |           |          |        |          |                                  |  |
| Park Police Leon Vista Substation         | 8561 Rochelle Rd; San Antonio, 78240         |                 |                          |        |         |           |          |        |          |                                  |  |
| Park Police Tobin Substation              | 734 Ira Lee; San Antonio, 78218              |                 |                          |        |         |           |          |        |          |                                  |  |
| Phil Hardberger Park Urban Ecology Center | 8400 NW Military Highway; San Antonio, 78230 |                 |                          |        |         |           |          |        |          |                                  |  |
| Ramirez Community Center                  | 1011 Gillette Road; San Antonio, 78224       |                 |                          |        |         |           |          |        |          |                                  |  |
| Roosevelt Club House                      | 331 Roosevelt; San Antonio, 78210            |                 |                          |        |         |           |          |        |          |                                  |  |
| S. Flores Facility                        | 7930 S. Flores; San Antonio, 78221           |                 |                          |        |         |           |          |        |          |                                  |  |
| San Juan Brady Community Center           | 2307 S. Calaveras; San Antonio, 78207        |                 |                          |        |         |           |          |        |          |                                  |  |
| South San Community Center                | 2031 Quintana Road; San Antonio, 78211       |                 |                          |        |         |           |          |        |          |                                  |  |



|                                  |                                       |                 | PROPOSED NUMBER OF HOURS |        |         |           |          |        |          |                                  |  |
|----------------------------------|---------------------------------------|-----------------|--------------------------|--------|---------|-----------|----------|--------|----------|----------------------------------|--|
| Location                         | Address                               | # of Custodians | Sunday                   | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Total Weekly Hours Per Custodian | Total Extended Weekly Hours for All Custodians |
| Southside Lions Community Center | 3100 Hiawatha; San Antonio, 78210     |                 |                          |        |         |           |          |        |          |                                  |  |
| Tobin Community Center           | 1900 W. Martin; San Antonio, 78207    |                 |                          |        |         |           |          |        |          |                                  |  |
| Virginia Gill                    | 7902 Westshire; San Antonio, 78227    |                 |                          |        |         |           |          |        |          |                                  |  |
| Ward Community Center            | 435 E. Sunshine; San Antonio, 78228   |                 |                          |        |         |           |          |        |          |                                  |  |
| Woodard Community Center         | 1011 Locke Road; San Antonio, 78208   |                 |                          |        |         |           |          |        |          |                                  |  |
| Woodlawn Lake Park Gym           | 1103 Cincinnati; San Antonio, 78201   |                 |                          |        |         |           |          |        |          |                                  |  |
| Woodlawn Lake Park Wifi Room     | 208 Alexander Rd.; San Antonio, 78201 |                 |                          |        |         |           |          |        |          |                                  |  |

**RFCSP ATTACHMENT B.**

**PRICE SCHEDULE**

Posted as separate document



**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.**

**Small Business Economic Development Advocacy (SBEDA) Program**

Posted as separate document

**RFCSP ATTACHMENT F.**

**UTILIZATION PLAN**

Posted as separate document



## **RFCSP ATTACHMENT G**

### **VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE**

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

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

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

Posted as separate document.



## RFCSP ATTACHMENT I.

### CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address:

[www.ethics.state.tx.us/filinginfo/1295](http://www.ethics.state.tx.us/filinginfo/1295)

**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.

### 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<br>RFCSP Attachment A, Part One  |  |
| Experience, Background and Qualifications<br>RFCSP Attachment A, Part Two  |  |
| Proposed Plan<br>RFCSP Attachment A, Part Three  |  |
| Price Schedule<br>RFCSP Attachment B   |  |
| +Contracts Disclosure Form<br>Per instructions in RFCSP Attachment C   |  |
| Litigation Disclosure<br>RFCSP Attachment D  |  |
| +SBEDA Utilization Plan<br>RFCSP Attachment F; and<br>Associated Certificates, if applicable   |  |
| +Veteran-Owned Small Business Preference Program Tracking Form<br>RFCSP Attachment H   |  |
| +Certificate of Interested Parties (Form 1295)<br>RFCSP Attachment I   |  |
| Proof of Insurability<br>Insurance Provider's Letter<br>Copy of Current Certificate of Insurance   |  |
| Financial Information  |  |
| +Signature Page (only required for hard copy submission)<br>Section 7.   |  |
| Proposal Checklist<br>RFCSP Attachment J   |  |
| + Criminal Justice Information Services Addendum, Texas Signatory Page<br>Attachment M   |  |
| One <b>COMPLETE</b> (1) Original, <b>seven (7)</b> hard copies <b>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)</b> 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.

**Be sure all forms that require a signature are signed prior to submittal of proposal.**



# RFCSP ATTACHMENT K.

## FACILITY LIST

**NOTE: For those locations stated below with ( \* ) that reflect 6 times/week required service, the City reserves the right to increase service to 7 times/week. Pricing for the additional service will be in accordance with Attachment B, 'Price Schedule.'**

| Item | Facility Name                                     | Facility Address                | Estimated Square Footage | Service Days and Hours   |
|------|---|---------------------------------|--------------------------|--|
| 1    | Berta Almaguer                                    | 135 S. Josephine Tobin          | 4,924                    | <b>Standard</b> – 6 times/week: Monday - Friday between 12:00 AM and 12:00 PM; Saturday between 12:00 AM and 7:00 AM.<br><b>Summer</b> – 6 times/week: Saturday - Thursday between 11:00 PM and 7:00 AM the following morning. |
| 2    | Bode Community Center                             | 901 Rigsby                      | 8,062                    | <b>Standard</b> – 6 times/week: Monday - Friday between 12:00 AM and 12:00 PM; Saturday between 12:00 AM and 7:00 AM.<br><b>Summer</b> – 6 times/week: Saturday - Thursday between 11:00 PM and 7:00 AM the following morning. |
| 3    | Commander's House Adult Center                    | 645 S. Main                     | 5,684                    | <b>Standard</b> – 10 times/week: Monday - Friday between 12:00 AM and 7:00 AM and a minimum of 2 hours between 12:00 PM and 3:00 PM.<br><b>Summer</b> – 10 times/week: No change from Standard Service                         |
| 4 *  | Copernicus Community Center                       | 5003 Lord                       | 13,923                   | <b>Standard</b> – 6 times/week: Monday - Friday between 12:00 AM and 12:00 PM; Sunday between 12:00 AM and 7:00 AM.<br><b>Summer</b> – 6 times/week: Saturday - Thursday between 11:00 PM and 7:00 AM the following morning.   |
| 5 *  | Cuellar Community Center                          | 5626 San Fernando               | 16,090                   | <b>Standard</b> – 6 times/week: Monday - Friday between 12:00 AM and 12:00 PM; Sunday between 12:00 AM and 7:00 AM.<br><b>Summer</b> – 6 times/week: Saturday - Thursday between 11:00 PM and 7:00 AM the following morning.   |
| 6 *  | Dawson Community Center                           | 2500 E. Commerce                | 10,434                   | <b>Standard</b> – 6 times/week: Monday - Friday between 12:00 AM and 12:00 PM; Sunday between 12:00 AM and 7:00 AM.<br><b>Summer</b> – 6 times/week: Saturday - Thursday between 11:00 PM and 7:00 AM the following morning.   |
| 7    | Denver Heights Community Center                   | 300 Porter                      | 11,782                   | <b>Standard</b> – 6 times/week: Monday - Friday between 12:00 AM and 12:00 PM; Saturday between 12:00 AM and 7:00 AM.<br><b>Summer</b> – 6 times/week: Saturday - Thursday between 11:00 PM and 7:00 AM the following morning. |
| 8    | Dorie Miller Community Center                     | 2802 Martin Luther King         | 2,463                    | <b>Standard</b> – 6 times/week: Monday - Friday between 12:00 AM and 12:00 PM; Saturday between 12:00 AM and 7:00 AM.<br><b>Summer</b> – 6 times/week: Saturday - Thursday between 11:00 PM and 7:00 AM the following morning. |
| 9    | Fairchild Community Center                        | 1214 E. Crockett                | 3,030                    | <b>Standard</b> – 6 times/week: Monday - Friday between 12:00 AM and 12:00 PM; Saturday between 12:00 AM and 7:00 AM.<br><b>Summer</b> – 6 times/week: Saturday - Thursday between 11:00 PM and 7:00 AM the following morning. |
| 10 * | Father Roman Community Center                     | 11030 Ruidosa                   | 8,637                    | <b>Standard</b> – 6 times/week: Monday - Friday between 12:00 AM and 12:00 PM; Sunday between 12:00 AM and 7:00 AM.<br><b>Summer</b> – 6 times/week: Saturday - Thursday between 11:00 PM and 7:00 AM the following morning.   |
| 11   | Frank Garrett Community Center (Parks Areas Only) | 1226 NW 18 <sup>th</sup> Street | 9,789                    | <b>Standard</b> – 6 times/week: Monday - Friday between 12:00 AM and 12:00 PM; Sunday between 12:00 AM and 7:00 AM.<br><b>Summer</b> – 6 times/week: Saturday - Thursday between 11:00 PM and 7:00 AM the following morning.   |
| 12 * | Garza Community Center                            | 1450 Mira Vista                 | 14,300                   | <b>Standard</b> – 6 times/week: Monday - Friday between 12:00 AM and 12:00 PM; Sunday between 12:00 AM and 7:00 AM.<br><b>Summer</b> – 6 times/week: Saturday - Thursday between 11:00 PM and 7:00 AM the following morning.   |



|      |                                 |                       |        |  |
|------|---------------------------------|-----------------------|--------|--|
| 13   | Granados Adult Center           | 500 Freiling          | 4,095  | <b>Standard</b> – 10 times/week: Monday - Friday between 12:00 AM and 7:00 AM and a minimum of 2 hours between 12:00 PM and 3:00 PM<br><b>Summer</b> – 10 times/week: No change from Standard Service                                      |
| 14 * | Harlandale Community Center     | 7227 Briar            | 11,652 | <b>Standard</b> – 6 times/week: Monday - Friday between 12:00 AM and 12:00 PM; Sunday between 12:00 AM and 7:00 AM.<br><b>Summer</b> – 6 times/week: Saturday - Thursday between 11:00 PM and 7:00 AM the following morning.               |
| 15   | Hillside Acres                  | 8110 Clegg            | 2,000  | <b>Standard</b> – 6 times/week: Tuesday - Friday between 12:00 AM and 12:00 PM; Saturday and Sunday between 12:00 AM and 7:00 AM.<br><b>Summer</b> – 6 times/week: Saturday - Thursday between 11:00 PM and 7:00 AM the following morning. |
| 16 * | Jean Yates Community Center     | 528 Rasa              | 4,533  | <b>Standard</b> – 6 times/week: Monday - Friday between 12:00 AM and 12:00 PM; Sunday between 12:00 AM and 7:00 AM.<br><b>Summer</b> – 6 times/week: Saturday - Thursday between 11:00 PM and 7:00 AM the following morning.               |
| 17   | Lincoln Community Center        | 2915 E. Commerce      | 10,783 | <b>Standard</b> – 6 times/week: Monday - Friday between 12:00 AM and 12:00 PM; Saturday between 12:00 AM and 7:00 AM.<br><b>Summer</b> – 6 times/week: Saturday - Thursday between 11:00 PM and 7:00 AM the following morning.             |
| 18   | Lion's Field Adult Center       | 2809 Broadway         | 8,316  | <b>Standard</b> – 10 times/week: Monday - Friday between 12:00 AM and 7:00 AM and a minimum of 2 hours between 12:00 PM and 3:00 PM.<br><b>Summer</b> – 10 times/week: No change from Standard Service                                     |
| 19 * | Lou Hamilton Community Center   | 10700 Nacogdoches     | 12,400 | <b>Standard</b> – 6 times/week: Monday - Friday between 12:00 AM and 12:00 PM; Sunday between 12:00 AM and 7:00 AM.<br><b>Summer</b> – 6 times/week: Saturday - Thursday between 11:00 PM and 7:00 AM the following morning.               |
| 20   | McFarlin Tennis Center Building | 1503 San Pedro        | 6,877  | <b>Standard</b> – 6 times/week: Monday - Friday between 12:00 AM and 12:00 PM; Saturday between 12:00 AM and 7:00 AM.<br><b>Summer</b> – 6 times/week: Saturday - Thursday between 11:00 PM and 7:00 AM the following morning.             |
| 21   | Meadowcliff Community Center    | 1260 Pinn Road        | 8,034  | <b>Standard</b> – 6 times/week: Monday - Friday between 12:00 AM and 12:00 PM; Saturday between 12:00 AM and 7:00 AM.<br><b>Summer</b> – 6 times/week: Saturday - Thursday between 11:00 PM and 7:00 AM the following morning.             |
| 22 * | Melendrez Community Center      | 5919 W. Commerce      | 8,350  | <b>Standard</b> – 6 times/week: Monday - Friday between 12:00 AM and 12:00 PM; Sunday between 12:00 AM and 7:00 AM.<br><b>Summer</b> – 6 times/week: Saturday - Thursday between 11:00 PM and 7:00 AM the following morning.               |
| 23 * | Miller's Pond Community Center  | 6175 Old Pearsall Rd. | 11,950 | <b>Standard</b> – 6 times/week: Monday - Friday between 12:00 AM and 12:00 PM; Sunday between 12:00 AM and 7:00 AM.<br><b>Summer</b> – 6 times/week: Saturday - Thursday between 11:00 PM and 7:00 AM the following morning.               |
| 24   | New Territories                 | 9023 Bowen            | 2,088  | <b>Standard</b> – 6 times/week: Monday - Friday between 12:00 AM and 12:00 PM; Sunday between 12:00 AM and 7:00 AM.<br><b>Summer</b> – 6 times/week: Saturday - Thursday between 11:00 PM and 7:00 AM the following morning.               |
| 25 * | Normoyle Community Center       | 700 Culberson         | 11,336 | <b>Standard</b> – 6 times/week: Monday - Friday between 12:00 AM and 7:00 AM; Sunday between 12:00 AM and 7:00 AM.<br><b>Summer</b> – 6 times/week: Saturday - Thursday between 11:00 PM and 7:00 AM the following morning.                |
| 26 * | Palm Heights Community Center   | 1201 W. Malone        | 12,150 | <b>Standard</b> – 6 times/week: Monday - Friday between 12:00 AM and 7:00 AM; Sunday between 12:00 AM and 7:00 AM.<br><b>Summer</b> – 6 times/week: Saturday - Thursday between 11:00 PM and 7:00 AM the following morning.                |
| 27   | Park Police Facility            | 600 Hemisfair #337    | 4,500  | <b>Standard</b> – 5 times/week: Monday - Friday between 8:00 AM and 3:00 PM<br><b>Summer</b> – 5 times/week: No change from Standard Service   |
| 28   | Park Police Facility            | 3803 Old Seguin Road  | 1,600  | <b>Standard</b> – 2 times/week: Monday and Thursday between 8:00 AM and 5:00 PM<br><b>Summer</b> – 2 times/week: No change from Standard Service   |



|      |   |                          |        |   |
|------|---|--------------------------|--------|---|
| 29   | Park Police Facility                      | 8561 Rochelle Rd         | 1,600  | <b>Standard</b> – 2 times/week: Tuesday and Friday between 11:00 AM and 1:00 PM<br><b>Summer</b> – 2 times/week: No change from Standard Service  |
| 30   | Park Police Facility                      | 734 Ira Lee              | 1,000  | <b>Standard</b> – 2 times/week: Monday and Friday between 8:00 AM and 5:00 PM<br><b>Summer</b> – 2 times/week: No change from Standard Service  |
| 31   | Phil Hardberger Park Urban Ecology Center | 8400 NW Military Highway | 8,000  | <b>Standard</b> – <u>Restrooms</u> 6 times/week: Monday - Saturday between 8:00 AM and 12:00 PM<br><u>Gathering Hall, Classroom and Office</u> 2 times/week: Monday and Thursday between 8:00 AM and 10:00 AM.<br><b>Summer</b> – No change from Standard Service |
| 32 * | Ramirez Community Center                  | 1011 Gillette            | 13,000 | <b>Standard</b> – 6 times/week: Monday - Friday between 12:00 AM and 12:00 PM; Sunday between 12:00 AM and 7:00 AM.<br><b>Summer</b> – 6 times/week: Saturday - Thursday between 11:00 PM and 7:00 AM the following morning.                                      |
| 33   | Roosevelt Club House                      | 331 Roosevelt            | 3,000  | <b>Standard</b> – 2 times/week: Monday and Friday between 8:00 AM and 5:00 PM<br><b>Summer</b> – 2 times/week: No change from Standard Service  |
| 34   | S. Flores Facility                        | 7930 S. Flores           | 1,410  | <b>Standard</b> – 5 times/week: Monday - Friday between 8:00 AM and 4:00 PM<br><b>Summer</b> – 5 times/week: No change from Standard Service  |
| 35 * | San Juan Brady Community Center           | 2307 S. Calaveras        | 13,300 | <b>Standard</b> – 6 times/week: Monday - Friday between 12:00 AM and 12:00 PM; Sunday between 12:00 AM and 7:00 AM.<br><b>Summer</b> – 6 times/week: Saturday - Thursday between 11:00 PM and 7:00 AM the following morning.                                      |
| 36   | South San Community Center                | 2031 Quintana            | 10,550 | <b>Standard</b> – 6 times/week: Monday - Friday between 12:00 AM and 12:00 PM; Saturday between 12:00 AM and 7:00 AM.<br><b>Summer</b> – 6 times/week: Saturday - Thursday between 11:00 PM and 7:00 AM the following morning.                                    |
| 37 * | Southside Lions Community Center          | 3100 Hiawatha            | 5,222  | <b>Standard</b> – 6 times/week: Monday - Friday between 12:00 AM and 12:00 PM; Sunday between 12:00 AM and 7:00 AM.<br><b>Summer</b> – 6 times/week: Saturday - Thursday between 11:00 PM and 7:00 AM the following morning.                                      |
| 38   | Tobin Community Center                    | 1900 W. Martin           | 10,412 | <b>Standard</b> – 6 times/week: Monday - Friday between 12:00 AM and 12:00 PM; Saturday between 12:00 AM and 7:00 AM.<br><b>Summer</b> – 6 times/week: Saturday - Thursday between 11:00 PM and 7:00 AM the following morning.                                    |
| 39   | Virginia Gill                             | 7902 Westshire           | 3,300  | <b>Standard</b> – 10 times/week: Monday - Friday between 12:00 AM and 7:00 AM and a minimum of 2 hours between 12:00 PM and 3:00 PM.<br><b>Summer</b> – 10 times/week: No change from Standard Service  |
| 40 * | Ward Community Center                     | 435 E. Sunshine          | 8,976  | <b>Standard</b> – 6 times/week: Monday - Friday between 12:00 AM and 12:00 PM; Sunday between 12:00 AM and 7:00 AM.<br><b>Summer</b> – 6 times/week: Saturday - Thursday between 11:00 PM and 7:00 AM the following morning.                                      |
| 41 * | Woodard Community Center                  | 1011 Locke Road          | 8,673  | <b>Standard</b> – 6 times/week: Monday - Friday between 12:00 AM and 12:00 PM; Sunday between 12:00 AM and 7:00 AM.<br><b>Summer</b> – 6 times/week: Saturday - Thursday between 11:00 PM and 7:00 AM the following morning.                                      |
| 42 * | Woodlawn Lake Park Gym                    | 1103 Cincinnati          | 16,145 | <b>Standard</b> – 6 times/week: Monday - Friday between 7:00 AM and 3:00 PM; and between 10:00 PM Saturday and 7:00 AM Sunday<br><b>Summer</b> – 6 times/week: Monday - Saturday between 10:00 PM   |
| 43   | Woodlawn Lake Park Wifi Room              | 208 Alexander            | 600    | <b>Standard</b> – 4 times/week: Monday and Friday at any time; Tuesday and Wednesday between 12:00 AM and 12:00 PM.<br><b>Summer</b> – 4 times/week: No change from Standard Service  |

**RFCSP ATTACHMENT L**

**NOTIFICATION OF OBSERVED CUSTODIAL DEFICIENCY FORM**

|  |  |
|--|--|
| <b>Name/Address of Facility</b>                                      |  |
| <b>Date/Time Deficiency Observed</b>                                 |  |
| <b>Description of Deficiency</b>                                     |  |
| <b>Contact Name/Phone Number for Questions</b>                       |  |
| <b>Written Notice of Resolution or Correction Due by (Date/Time)</b> |  |
| <b>Written Notice of Resolution to be Sent to (Name/email)</b>       |  |
| <b>Name of Person Sending This Notification</b>                      |  |
| <b>Date/Time Notification being emailed</b>                          |  |
| <b>Name/email Address of Person Notification being Sent To</b>       |  |



**RFCSP ATTACHMENT M**  
**Criminal Justice Information Services (CJIS) Addendum**

Posted as separate document

**RFCSP ATTACHMENT N**

**LIST OF ADDITIONAL INFORMATION REGARDING PARKS AND RECREATION FACILITIES**

Posted as separate document



**INTEGRATION AGREEMENT  
FOR  
ANNUAL CONTRACT FOR CUSTODIAL SERVICES – PARKS AND RECREATION  
FACILITIES**

**REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)  
NO. 6100011348**

This Agreement is entered into by and between the **City of San Antonio**, Texas, a home-rule municipal corporation (“City”) acting by and through its Director of Finance or said Director’s designee, and **3<sup>rd</sup> Generation Services, LLC dba Ceiling Pro of San Antonio** (“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:

- a. This Integration Agreement;
- b. City’s RFCSP No. 6100011348, including all exhibits, attachments and addendums thereto (Exhibit A);
- c. Price Schedule as awarded (Exhibit B) and derived from Contractor’s Best and Final Offer; and
- d. Contractor’s Proposal in response to RFCSP No. 6100011348 (Exhibit C).

**2.0 TERM**

- 2.1 Original Contract Term. This contract shall begin upon the effective date of the ordinance awarding the contract, or April 1 2020, whichever is later. This contract shall terminate on December 31, 2022.
- 2.2 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 therefor.
- 2.3 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 therefor.
- 2.4 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City’s budget

periods, and any additional contract period beyond the initial term set forth in 2.1 is subject to and contingent upon subsequent appropriation.

### 3.0 CRIMINAL BACKGROUND CHECKS

RFCSP Section 004 – Specifications / Scope of Services, 4.4 Criminal Background Checks, is hereby deleted in its entirety and replaced with the following:

#### 4.4 CRIMINAL BACKGROUND CHECKS:

- 4.4.1 Contractor is responsible for assessing risk and maintaining effective background check policy and procedures for all employees, staff and subcontractors responsible for performing services under this contract. Contractor shall retain all employee records, including any criminal background checks, for the retention period stated in section 006-General Terms and Conditions.
- 4.4.2 Contractor is responsible for any costs incurred in conducting criminal background checks.

### 4.0 SAN ANTONIO NATATORIUM

- 4.1 Parties agree to update the Facility List to add the San Antonio Natatorium located at 1430 W. Cesar E. Chavez Blvd. Contractor agrees to provide services during the specified days and hours at the following rates:

| Description: Location Name & Address<br>Service Schedule Day/Times per week  | Estimated<br>Sq. Ft. | Service<br>Schedule<br># Weeks | Price per<br>Week | Extended<br>Total Price |
|--|----------------------|--------------------------------|-------------------|-------------------------|
| <b>San Antonio Natatorium</b><br>1430 W Cesar E Chavez Blvd, SAT 78207   | 4,518.50             |                                |                   |                         |
| <b>STANDARD 6-day: Price per Week</b><br>Standard – 6 days/week: Monday – Saturday<br>between 12:00 AM and 7:00 AM |                      | 44                             | \$ 208.54         | \$ 9,175.76             |
| <b>SUMMER 6-day: Price per Week</b><br>Summer – 6 days/week: Monday – Saturday<br>between 12:00 AM and 7:00 AM     |                      | 8                              | \$ 218.97         | \$ 1,751.76             |

- 4.2 The above listed information is hereby included in Exhibit B, Price Schedule. RFCSP Attachment K, Facilities List, is hereby amended to add the San Antonio Natatorium location as described above and as set forth in RFCSP Attachment K, Facilities List – Revision 1 Dated January 24, 2020, which is attached hereto and incorporated herein for all purposes. Any and all references to Attachment K or the Facilities List shall mean this Revision 1 Dated January 24, 2020.

### 5.0 REDUCED PRICE RATES

Price Rates stated in the Price Schedule shall be deemed maximum Price Rates. Contractor may provide and City may accept a reduced Price Rate at any time during the contract period for reasons deemed appropriate by Contractor.



**6.0 DISCLOSURE REQUIREMENTS FOR CERTAIN GOVERNMENT CONTRACTS  
(S.B. 943)**

- 6.1 Effective January 1, 2020, for contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Contractor acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this bid and any resulting contract. Contractor agrees that the contract can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 6.2 Contractor warrants and certifies, and a contract awarded pursuant to this RFCSP is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous bid or contract. City hereby relies on Contractor's certification, and if found to be false, City may reject the bid or terminate the Contract for material breach.

**7.0 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL**

- 7.1 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.
- 7.2 This section only applies to a contract that:
- (1) is between a governmental entity and a company with 10 or more full-time employees; and
  - (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.
- 7.3 "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.
- 7.4 "Company" means a for-profit 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. This term does not include a sole proprietorship.
- 7.5 By 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 hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

## 8.0 ENTIRE AGREEMENT

This Agreement, together with its 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

3<sup>rd</sup> Generation Services, LLC dba  
Ceiling Pro of San Antonio

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

\_\_\_\_\_  
Name: Mike Delgado, Jr.

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

\_\_\_\_\_  
Title: Owner

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

\_\_\_\_\_  
Date: 1/24/20

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney