

ORDINANCE 2020-09-17-0648

APPROVING A CONTRACT WITH CDSI, INC., DBA CHAMPION DIVERSIFIED SERVICES, TO PROVIDE COMMERCIAL INTERIOR AND EXTERIOR WINDOW CLEANING SERVICES AT VARIOUS CITY FACILITIES FOR AN ESTIMATED ANNUAL COST OF \$154,000.00 FOR A TERM BEGINNING UPON AWARD THROUGH SEPTEMBER 30, 2023 WITH TWO ADDITIONAL, ONE YEAR RENEWAL OPTIONS. FUNDING IS AVAILABLE THROUGH THE RESPECTIVE DEPARTMENT'S OPERATING BUDGET.

* * * * *

WHEREAS, the City released a Request for Competitive Sealed Proposals (RFCSP) to provide the City with commercial interior and exterior window cleaning services at various City facilities for the Building and Equipment Services Department (BESD), Aviation, San Antonio Public Library (SAPL), Center City Development and Operations Department (CCDO) and Department of Human Services (DHS); and

WHEREAS, three proposal responses were received, of which two proposals were deemed nonresponsive and the remaining proposal was evaluated; and

WHEREAS, staff recommends CDSI, Inc., dba Champion Diversified Services, for award of this contract; and

WHEREAS, approval of this ordinance will authorize a contract beginning upon award through September 30, 2023, and include the option for the City to renew for two additional, one-year periods; 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 CDSI, Inc., dba Champion Diversified Services, to provide the City with commercial interior and exterior window cleaning services at various City facilities for an estimated annual cost of \$154,000.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the contract is attached hereto and incorporated herein for all purposes as **Exhibit I.**

SECTION 2. Funds will be encumbered upon issuance of purchase orders, and payment is authorized to CDSI, Inc., dba Champion Diversified Services, for an estimated annual cost of \$154,000.00. All expenditures will be in accordance with the Fiscal Year 2020 budget and such

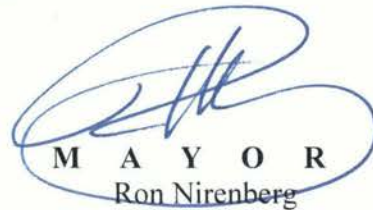
LC
09/17/20
Item No. 6

other appropriations necessary to fund the contract through its term as evidenced by subsequent ordinances.

SECTION 3. 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 4. 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 17th day of September, 2020.



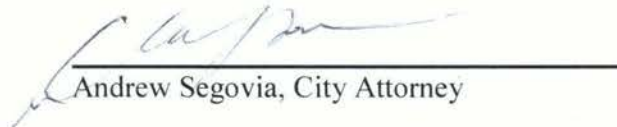
M A Y O R
Ron Nirenberg

ATTEST:



Tina J. Flores, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney

CITY COUNCIL MEETING

VOTE SLIP

Item 6 - Consent Agenda

DATE: September 17, 2020

Enactment No:

2020-09-17-0648

NAME	MOTION	SECOND	Recuse	AYE	NAY	ABSENT
Roberto C. Treviño DISTRICT 1				X		
Jada Andrews-Sullivan DISTRICT 2				X		
Rebecca J. Viagran DISTRICT 3				X		
Dr. Adriana Rocha Garcia DISTRICT 4				X		
Shirley Gonzales DISTRICT 5				X		
Melissa Cabello Havrda DISTRICT 6				X		
Ana E. Sandoval DISTRICT 7				X		
Manny Peláez DISTRICT 8				X		
John Courage DISTRICT 9		X		X		
Clayton H. Perry DISTRICT 10	X			X		
Ron Nirenberg MAYOR				X		

COMMENTS: Motion Prevailed

Does not include the following items heard individually:

4A, 4B, 4C, 4D, 4E, 4F, 5A, 5B, 8, 18, 25, Z-1, P-2 & Z-3, Z-9, P-4 & Z-10, Z-13, Z-15, and P-7 & Z-17

LC
09/17/20
Item No. 6

Exhibit I



CITY OF SAN ANTONIO
FINANCE DEPARTMENT, PURCHASING DIVISION

REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")
NO.: 6100012127; 20-001

ANNUAL CONTRACT FOR WINDOW CLEANING SERVICES

Date Issued: **FEBRUARY 14, 2020**

PROPOSALS MUST BE RECEIVED NO LATER THAN:
2:00 PM, CENTRAL TIME, MARCH 16, 2020

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:

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

Mailing Address:

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

For Hard Copy Submissions, Mark Envelope

"ANNUAL CONTRACT FOR WINDOW CLEANING SERVICES"

Proposal Due Date: 2:00 p.m. Central Time, MARCH 16, 2020

RFCSP No.: 6100012127; 20-001

Respondent's Name and Address

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: Yes

DBE / ACDBE Requirements: None

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

Pre-Proposal Conference * YES

* If YES, the Pre-Proposal conference will be held on February 20, 2020 at 1:30 P.M. Central Time at SAN ANTONIO INTERNATIONAL AIRPORT, TERMINAL A MEZZANINE CONFERENCE ROOM, 9800 AIRPORT BLVD, SAN ANTONIO, TX 78216

Staff Contact Person: MONA BOUBEL, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966.

Email: MONA.BOUBEL@SANANTONIO.GOV

SBEDA Contact Information: BARBARA PATTON, 210-207-3592, BARBARA.PATTON@SANANTONIO.GOV

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003 - INSTRUCTIONS FOR RESPONDENTS

PART A

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

Submission of Hard Copy Proposals. Submit one original **COMPLETE** proposal, signed in ink, five hard copies **WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; and Proposed Plan (NO SBEDA, VOSB AND/OR PRICING TO BE INCLUDED IN THE 6 COPIES)** and one copy of the of the proposal on compact disk (CD) or USB flash drive containing an Adobe PDF version of the entire proposal enclosed in a sealed envelope addressed to the City Clerk at the address and by the due date provided on the Cover Page. The name and address of Respondent, the due date for submission of proposals, RFCSP number and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

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

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

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

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

Forms Requiring Signatures.

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

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

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

Vendor Registration. Respondent is required to register as a vendor with the City prior to the due date for submission of proposals. Respondent may register at the following site: <http://www.sanantonio.gov/purchasing/saeps>. 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 Submitted Through the Portal. 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.

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, flash drive, 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. These price lists are subject to approval of City's Finance Department.

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

Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page on or before 10 calendar days prior to the date proposals are due. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form(s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this RFCSP after the proposal due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

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). The point of contact is Barbara Patton, who may be reached via telephone at (210) 207-3592 or through e-mail at Barbara.Patton@sanantonio.gov. Respondents and/or their agents may contact Ms. Patton 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 for assistance with vendor registration and submitting electronic proposals.

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

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Respondents are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received prior to the conference 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 and submitted on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper, or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and, in the case of hard copy submissions, printed double-sided. Margins shall be no less than 1" around the perimeter of each page. Websites or URLs shall not be submitted in lieu of the printed proposal or electronic submission through City's portal. **ORIGINAL and ELECTRONIC** proposals must include **ALL** the sections and attachments in the sequence listed in the RFCSP Section 003, Part B, Submission Requirements, and each section and attachment must be indexed and, for hard copy submissions, **ONLY REQUIRED SECTIONS AND ATTACHMENTS listed by asterisk in Section 003, 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 USB flash drive, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

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

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

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

Delivery Dates. Proposed 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.

Respondent's Due Diligence.

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 the Finance Department, Purchasing Division,, Riverview Tower, 11th floor, 111 Soledad, Suite 1100, San Antonio, Texas 78205. However, in accordance with state law, the contents will not be revealed until after the contract is awarded.

Evaluation and Award of Contract.

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

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

A written award of acceptance (manifested by a City Ordinance) and Purchase Order furnished to Respondent results in a binding contract without further action by either party. City shall not be liable for any costs, claims, fees, expenses, damages, or lost profits if no Purchase Order is issued.

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

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

Inspection of Facilities/Equipment.

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

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

Prompt Payment Discount.

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

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

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

Prohibited Financial Interest.

The Charter of the City of San Antonio and 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 bid, Bidder warrants and certifies, and a contract awarded pursuant to this RFCSP 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), Texas Local Government Code.

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

<https://www.ethics.state.tx.us/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, Texas 78204-3114

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

PART B

SUBMISSION REQUIREMENTS

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

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

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

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

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

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

CONTRACTS DISCLOSURE FORM. Complete and submit a Contracts Disclosure Form with the proposal. The Contracts Disclosure Form may be downloaded at:

<http://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. All respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
 - a. names of the agency board members,
 - b. list of positions they hold as board members, and
 - c. names and titles of officers of the organization.
3. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

NOTE: It is recommended not to use Chrome browser to access this form. If you have difficulty accessing, please contact the Staff Contact Person identified on the Title page of this RFCSP.

LITIGATION DISCLOSURE FORM. Complete and submit the Litigation Disclosure Form, found in this RFCSP as Attachment C. 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 D.

VETERAN-OWNED SMALL BUSINESS (VOSB) PROGRAM TRACKING FORM. Pursuant to Ordinance No. 2013-12-05-0864, 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. Respondent must complete and return the attached Veteran-Owned Small Business Program Tracking Form with the proposal submitted, as Attachment E.

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, Chapter 46 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

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

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

Print 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.

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 subcontractors, 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.

ADDENDA. Sign and submit addenda, if any.

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

EVALUATION CRITERIA

City will conduct a comprehensive, fair and impartial evaluation of all submissions received in response to this RFCSP. City may appoint a selection committee to perform the evaluation. Each submission will be analyzed to determine overall responsiveness and qualifications under this RFCSP. Criteria to be evaluated will include the items listed below. 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)

SBE Prime Contract Program (10 pts)

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

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

M/WBE Prime Contract Program (10 pts)

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

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

004 - SPECIFICATIONS / SCOPE OF SERVICES

1. SCOPE

The City of San Antonio ("City") is seeking proposals for a contractor to provide commercial interior and exterior window cleaning services for various City locations in accordance with the specifications listed herein.

2. SITE INSPECTIONS

- 2.1 Contractor shall make all investigations necessary to thoroughly inform themselves regarding each of the facilities for delivery of materials and equipment, and to determine the conditions of the sites/locations for providing goods and services as required by this solicitation. No plea of ignorance by Contractor will be accepted as a basis for varying the requirements of City or the compensation to Contractor.
- 2.2 Contractor is encouraged to attend the pre-submittal conference as shown on the cover page and site visit to determine the amount of labor, materials, and equipment that shall be required in the performance of the work under this contract PRIOR to placing a proposal. Contractor shall thoroughly carefully examine these specifications.
- 2.3 Site visit schedule is provided as Attachment F. Site visit(s) are not an opportunity to ask questions.
- 2.4 Upon further investigation and/or site visit attendance, if necessary, Contractor shall secure from the City any additional information that may be a requisite to a clear and full understanding of the work. In accordance with Section 003 – Instructions for Respondents, Restrictions on Communication, Contractors shall submit all questions in writing to Mona.Boubel@SanAntonio.gov on or before 10 calendar days prior to the date proposals are due. City's official response to questions will be addressed via an addendum.

3. STANDARD REQUIREMENTS

- 3.1 The City intends to evaluate and recommend separate contracts for each of the following categories: (I) Building and Equipment Service Department (BESD) Facilities (II) Aviation Facilities and (III) the Other Facilities. Bidder may bid one, more than one, or all categories for window cleaning services contained in this Request for Competitive Sealed Proposal.
- 3.2 Contractor shall perform all requirements under this contract in strict observance of and in compliance with all applicable laws, regulations, ordinances, codes and any other legislative or statutory requirements.
- 3.3 Contractor warrants the performance of services under this contract shall be fully compliant with the requirements of the Occupational Safety and Health Act (OSHA) throughout the term of this contract. In addition, Contractor shall comply with all laws and regulations by employing best management practices as stated by the National Pollutant Discharge Elimination System (NPDES), the Texas Commission on Environmental Quality (TCEQ), the San Antonio Water System, (SAWS), and the Airport's Rules and Regulations. All wash water collected shall be disposed of properly.
- 3.4 Contractor shall be a business entity, providing commercial window cleaning services for a minimum of three years within the last five years.
- 3.5 Contractor shall have available under direct employment and supervision the necessary resources and facilities, located within a 50 mile radius of San Antonio City Hall, 100 Military Plaza, San Antonio, TX 78205 due to response time requirements, to properly fulfill requirements under these specifications.
- 3.6 Contractor shall use "Green" cleaning chemicals and procedures, as approved by City, if awarded. Any new products introduced during the contract must be approved by the City's Representative. Bleach or ammonia shall not be used without the prior written approval of the City's Representative. All "Green" cleaning products must meet the Green Seal Environmental Standards (GS-37 <https://greenseal.org/>) and have the Green Seal of Approval on the label that is set forth by the Green Seal Standard for Institutional Cleaners.
- 3.7 The prices quoted shall be all inclusive, to include but not limited to, required permits (if applicable), labor, material, transportation, travel time, mileage, equipment (including lifting device e.g., boom lift, articulating lift, etc.), vehicles, tools, supplies and incidentals necessary for the proper execution and completion of the window cleaning services. PRICE MUST REMAIN FIRM FOR THE DURATION OF THE CONTRACT AND ANY RENEWALS.
- 3.8 The City reserves the right to:
 - 3.8.1 delete location(s);

- 3.8.2 increase or decrease the number of scheduled window cleaning occurrences throughout the term of the contract at the cycle rate for the named location; and
- 3.9 The City does not guarantee a minimum value of this contract.
- 3.10 When required Contractor's employees, trucks, apparatus, etc. shall be under escort by badged, authorized City representative(s).
- 3.11 Contractor shall park only in the parking spaces designated by the Facility Representative. The City will not be responsible for any violations, fines or tickets incurred by the Contractor.
- 3.12 Contractor and its employees shall, at all times, follow, adhere and obey all City and departmental policies, procedures and guidelines. In addition to follow published policies, procedures and guidelines, possession, whether intentional or not, of weapons, alcohol or illegal drugs on the person or under their possession and control anywhere on City premises will result in immediate dismissal of the culpable employee(s) or temp(s). If said possession is in violation of any ordinance or law, whether local, state or federal, prosecution of the offender will immediately ensue.
- 3.13 For all work at San Antonio Airport System Facilities, Contractor must comply with the applicable Industrial storm water permit (TXR050000) and the Aviation Storm Water Pollution Prevention Plan (SWP3). Among other things, window wash water that contains soap or chemical cleaners is not allowed into the airport's storm drains.

4. CITY RESPONSIBILITIES

- 4.1 In most locations City will provide the Contractor with access to City's tap water resources within the facilities. The Contractor shall, however, be required to furnish Contractor's own hose and hose connections from the outlets where the water is furnished. At no additional cost to City, when there is no access to City's tap water resources, Contractor must use an alternative water source, such as watering trucks. At no additional cost to City, the Contractor may elect to use an alternative water source, such as watering trucks, if Contractor deems it necessary or desirable.
- 4.2 The City assumes no responsibility for the Contractor's property nor offers any storage for equipment, tools or supplies.
- 4.3 The City reserves the right to inspect all Contractor furnished materials and workmanship used to accomplish the work.
- 4.4 The City reserves the right to reject Contractor's furnished materials and workmanship which does not conform to specifications.
- 4.5 The City reserves the right to make random inspections of the area and the work performed to determine whether the requirements of the contract are met within 2 weeks of completion of the cleaning. The Contractor shall be notified, verbally and in writing, of the results of the inspections. If the Contractor's work does not meet the requirements of the contract, the Contractor shall correct the deficiencies and have work re-inspected by a City representative. Corrected work areas shall be completed at no additional cost to the City. All services provided under the scope of this contract must be in accordance with manufacturer's recommendations, industry standards, and the specifications and requirements listed herein.
- 4.6 The City will designate, by Department, a City Representative to be the Point of Contact (POC) for each Department's various locations. City shall provide Contractor with updated POC information as needed.
- 4.7 Since improvements in "green" cleaning are still emerging, the City reserves the right to require the Contractor and any subcontractors to use additional Green Seal products and equipment as they become available. The City reserves the right to ask the contractor/Contractor to discontinue the use of any products should they prove to be insufficient, harmful to the environment, or ineffective in accomplishing the tasks required.

5. CONTRACTOR RESPONSIBILITIES

- 5.1 Labor and Equipment: The contractor shall be solely responsible for their vehicles, equipment, tools, supplies, materials, and other property. The contractor shall remove such items from the work sites at the end of each work shift, as practical, and keep them in the contractor's possession unless otherwise approved by the City.
- 5.2 Contractor, at its own expense, shall obtain all permits and licenses and pay all taxes, charges and fees necessary to perform the services under this contract.
- 5.3 Uniform and ID Badges: Contractor shall ensure that all contractor personnel, including any subcontractors, wear uniforms and an ID Badge at all times. At the City's request, the contractor may be requested to conduct

employee background checks, to the extent allowable by law, including, at a minimum, references and prior employment histories to the extent necessary to verify representations made by said employees relative to their employment in the preceding five years. When required, Contractor's vehicles shall be clearly marked with the contractor's business name on one or both sides of the vehicle

- 5.4 Contractor, at Contractor's expense, shall protect and be responsible for any damage to City property and adjacent property. If damage is caused by Contractor's equipment or staff, Contractor shall immediately notify the City Representative. In the event such damage occurs, contractor shall restore damaged property to a condition equal to before such damage occurred and shall be made to the satisfaction of the City
- 5.5 Contractor shall immediately notify the City Representative in writing of any pre-existing damage to any part of the area to be cleaned. In the event that the Contractor fails to notify the City Representative prior to performing the service, the Contractor shall be responsible for performing the necessary repairs.
- 5.6 Safety Equipment: Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby. The Contractor shall utilize all personal protective equipment (PPE). The contractor shall observe the actual working conditions, coordinate street/lane and sidewalk closures (any traffic lane closures may need to be done on off-peak times) and shall provide the required signage and safety equipment, including, but not limited to, hard barricades for the safety of the public, Contractor and City staff while performing services. Equipment such as ladders, scissor lifts, scaffolding, and other lifts may be used; however, they must meet all required safety regulations.
- 5.7 Work Site: All debris, old materials, and trash resulting from the specified work are considered property of the contractor. Contractor shall furnish and pay for all means of removing all trash and debris generated by this work. The work area shall be kept clean and maintained on a daily basis. No debris shall be dumped and left about the surrounding areas. Upon completion of the work, the area shall be left clean and free of any and all trash, scraps, cartons or other debris. The Contractor shall not dispose of any waste or debris in the City dumpsters or trash receptacles.
- 5.8 Contractor shall be responsible for the disposal of all waste or hazardous materials resulting from the work. Handling, transport, and disposal of waste or hazardous materials must be done in such a manner as to ensure the highest level of safety to the environment and to public health. The contractor shall assume full responsibility and liability for and act prudently in all aspects of handling, transport and disposal of any hazardous materials, securing any licenses and permits required by law and ensuring that any disposal facility to which any scrap, waste or hazardous materials may be moved are in compliance with Federal, State, and local laws and regulations. Contractor shall be responsible for maintaining disposal records and provide disposal records upon request.
- 5.9 The contractor shall provide the Safety Data Sheets (SDS) upon request and maintain copies of SDS for all cleaning products used on City facilities.

6. SPECIFICATIONS, SITE LOCATIONS & SERVICE HOURS:

- 6.1 Unless specified otherwise in the Special Instructions in table below, Contractor shall:
 - 6.1.1 Clean all areas of interior and/or exterior glass windows surfaces including but not limited to, cleaning of all fixed and operable windows and reflective glass surfaces, frames and ledges, including metal, wood and aluminum frames. Cleaning shall include the removal of dirt, debris, water scale, mineral scale, and other accumulations on the surface.
 - 6.1.2 Clean interior and exterior surfaces using a cleaning brush and squeegee and required 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 to avoid using harsh solutions or chemicals.
 - 6.1.3 Contractor shall ensure when the cleaning is completed, there are no foreign substances/objects on the windows. Windows shall be free of dirt, dust, drips, streaks, and tarnish and shall present a uniformly bright, optically clear surface.
- 6.2 The contractor shall provide all necessary equipment and chemicals required for the cleaning of interior and/or exterior window glass and frames. This includes the acceptable lifting and/or rigging equipment for cleaning of windows that are located above ground level.
- 6.3 Upon award of contract, a schedule must be established and mutually agreed upon by the Contractor and the designated City representative.

- 6.4 All gum, paint, soils or adhered "hydrophobic" type solid that are not water-soluble or cannot be scraped off shall be removed by use of an appropriate cleaning agent; preferably a "Green" cleaning agent (see Item 3.6). Contractor shall not use any abrasive chemicals or other cleaning agents that may damage glass, the San Antonio River or the environment. Capture and disposal of all potential contaminants shall be performed in an environmentally safe process.
- 6.5 All residual moisture must be removed from sills, corners, floor glass blocks, and all other surfaces with a clean cloth.
- 6.6 Contractor's supervisor shall conduct routine on-site inspections to ensure that the services are performed as specified. Contractor shall be available for consultation and/or for conflict resolution as concerns are identified by the City.
- 6.7 Locations to be cleaned along with Service hours, Cycle/Schedule per year and any special instructions are shown in the table below.

Location#, Name and Address	Service Hours	Anticipated Cycle/Schedule per Year [A]	Special Instructions
I. BUILDING AND EQUIPMENT SERVICES DEPARTMENT (BESD) FACILITIES			
MANAGED BY BESD			
1. Municipal Plaza 114 W. Commerce - First Level and Mezzanine Level	Service shall be performed on weekends (Saturday & Sunday)	Interior Cleaning: Semi-annually Exterior Cleaning: Semi-annually	
2. Municipal Plaza 114 W. Commerce - Level 2 - Level 11	Service shall be performed on weekends (Saturday & Sunday)	Interior Cleaning: Annually Exterior Cleaning: Annually	
3. City Hall 100 Plaza De Armas	Service shall be performed on weekends (Saturday & Sunday)	Interior Cleaning: Semi-annually Exterior Cleaning: Semi-annually	Building is currently under renovation. Service may not start until renovations are completed.
4. Plaza de Armas 115 Plaza de Armas	Service shall be performed on weekends (Saturday & Sunday)	Interior Cleaning: Annually Exterior Cleaning: Semi-annually	
5. Municipal Court Building (Frank Wing) 401 S. Frio	Service shall be performed on weekends (Saturday & Sunday)	Interior Cleaning: Annually Exterior Cleaning: Annually	

[A] See Section 004- SPECIFICATIONS / SCOPE OF SERVICES, Item 7 for definition of Cycle/Schedule per year terms used herein.

Location#, Name and Address	Service Hour	Anticipated Cycle/Schedule per Year [A]	Special Instructions.
6. Public Safety Headquarters (PSHQ) 315 S. Santa Rosa	Service shall be performed on weekends (Saturday & Sunday)	Interior Cleaning: Annually Exterior Cleaning: Annually	a. This is a six-story facility with no tie-off points; all cleaning must be done from ground level. b. Once BESD coordinates with PSHQ on a schedule for service date for this site, it is imperative it is serviced and completed on the designated dates and not deviated from the scheduled dates. c. Contractor must use boards underneath the equipment (such as a lift) used for this facility to avoid damage to the exterior sidewalk, plant beds, landscape, concrete, etc.
7. Public Safety & Technology Center, 515 S. Frio	Service shall be performed on weekends (Saturday & Sunday)	Interior Cleaning: Annually Exterior Cleaning: Annually	
8. Police Academy, 12200 SE Loop 410	Service shall be performed Monday – Friday, 7:00a.m.- 6:30p.m. or longer based on sunlight.	Interior Cleaning: Annually Exterior Cleaning: Annually	
9. International Center 203 South St. Mary's Street	Service shall be performed on weekends (Saturday & Sunday)	Interior Cleaning: Annually Exterior Cleaning: Semi-annually	a. Cleaning on interior glass surfaces is limited to exterior facing glass surfaces from the floor to the ceiling. For exterior windows at this location, all glass surfaces including doors must be cleaned. b. All interior cleaning, excluding space occupied by Biga (1 st floor only), Sushi Zushi, and penthouse windows. c. All exterior cleaning, including space occupied by Biga and Sushi Zushi and penthouse windows.
10. One Stop Building 1901 S. Alamo Street	Service shall be performed on weekends (Saturday & Sunday)	Interior Cleaning: Annually Exterior Cleaning: Annually	

[A] See Section 004- SPECIFICATIONS / SCOPE OF SERVICES, Item 7 for definition of Cycle/Schedule per year terms used herein.

Location#, Name and Address	Service Hour	Anticipated Cycle/Schedule per Year [A]	Special Instructions.
11. Visitor's Information Center 317 Alamo Plaza	Service shall be performed Monday – Friday, 7:00a.m.-6:30p.m. or longer based on sunlight.	Interior Cleaning: Annually Exterior Cleaning: Annually	
12. Fire Training Academy 300 S. Callaghan	Service shall be performed Monday – Friday, 7:00a.m.-6:30p.m. or longer based on sunlight.	Interior Cleaning: Annually Exterior Cleaning: Annually	
13. Emergency Operations Center 8130 Inner City Brooks	Service shall be performed Monday – Friday, 7:00a.m.-6:30p.m. or longer based on sunlight.	Interior Cleaning: Annually Exterior Cleaning: Annually	
14. Public Safety Answering Point 8039 Challenger Dr.	Service shall be performed Monday – Friday, 7:00a.m.-6:30p.m. or longer based on sunlight.	Interior Cleaning: Annually Exterior Cleaning: Annually	
15. SAPD Property & Evidence Facility (Administration building area only) 555 Academic	Service shall be performed Monday – Friday, 7:00a.m.-6:30p.m. or longer based on sunlight.	Interior Cleaning: Annually Exterior Cleaning: Annually	Only the Administration building with high bay windows will be serviced at this facility.
16. City Tower, service anticipated to start in 2021 100 West Houston St.- Street level	Service shall be performed weekends (Saturday & Sunday)	Interior Cleaning: Monthly Exterior Cleaning: Monthly	There are 4 ft. wide concrete window ledges on each level which require cleaning and removal of debris during the window cleaning service. See Attachment G – City Tower Window Sizes and Estimated Quantities.
17. City Tower, service anticipated to start in 2021 100 West Houston St. – 2 nd - 21 st Floor	Service shall be performed weekends (Saturday & Sunday)	Exterior Cleaning: Quarterly	There are 4 ft. wide concrete window ledges on each level which require cleaning and the removal of debris during the window cleaning service. See Attachment G – City Tower Window Sizes and Estimated Quantities.

[A] See Section 004- SPECIFICATIONS / SCOPE OF SERVICES, Item 7 for definition of Cycle/Schedule per year terms used herein.

Location#, Name and Address	Service Hour	Anticipated Cycle/Schedule per Year [A]	Special Instructions.
II. AVIATION DEPARTMENT FACILITIES			
MANAGED BY AVIATION DEPARTMENT - SAN ANTONIO INTERNATIONAL AIRPORT (SAT)			
18. SAT Parking Administration Building, 9800 Airport Blvd.	Service is to be performed on Monday – Friday, 8:00a.m.-4:30p.m.	Exterior Cleaning: Semi-annually	
19. SAT Parking Garages - Long Term, 9800 Airport Blvd.	Service is to be performed on Monday – Friday, 8:00a.m.-4:30p.m.	Interior Cleaning: Semi-annually Exterior Cleaning: Semi-annually	There are 8 stairwells with glass from ground level to level 5 that need both interior and exterior cleaning. The interior Parking Garage glass includes two glass elevator shafts covering the 4 elevators. Coordination will need to take place to take the elevator out of service during interior glass cleaning of the elevator shaft. Excluded: the colored squares contained within the metal awning that sits atop the long-term parking garage
20. SAT Rental Car Center, including Sky Bridge (connect Car Center with Terminal B). 9800 Airport Blvd.,	Service is to be performed on Monday – Friday, 8:00a.m.-4:30p.m.	Exterior Cleaning: Semi-annually	Over the roadway cleaning of Sky Bridge will require some traffic coordination with Airport Police and Aviation contact.
21. SAT Terminal A, 9800 Airport Blvd.	Service is to be performed on Monday – Friday, 8:00a.m.-4:30p.m.	Exterior Cleaning: Semi-annually	Contractor's staff must be escorted by an Aviation staff member at all times while cleaning all North Concourse exterior windows, all South Concourse exterior windows, and all Mezzanine office exterior windows.
22. SAT Terminal B, 9800 Airport Blvd	Service is to be performed on Monday – Friday, 8:00a.m.-4:30p.m.	Exterior Cleaning: Semi-annually	Contractor's staff must be escorted by an Aviation staff member at all times while cleaning all North Concourse exterior windows, all South Concourse exterior windows, and all Mezzanine office exterior windows.
23. SAT Airport Police Building (2-story), 9623 W. Terminal Dr., Bldg #1320	Service is to be performed on Monday – Friday, 8:00a.m.-4:30p.m.	Exterior Cleaning: Semi-annually	
MANAGED BY AVIATION DEPARTMENT - STINSON MUNICIPAL (SSF)			
24. Stinson Municipal Airport Air Traffic Control Tower, 1519 Ashley Road	Service shall be performed Monday – Friday, 8:00a.m.-4:30p.m.	Interior Cleaning: Quarterly Exterior Cleaning: Quarterly	The tower cab level only. No glass windows on any other level shall be cleaned at Air Traffic Control Tower. Tower Cab is on 11 th floor of bldg.

[A] See Section 004- SPECIFICATIONS / SCOPE OF SERVICES, Item 7 for definition of Cycle/Schedule per year terms used herein.

Location#, Name and Address	Service Hour	Anticipated Cycle/Schedule per Year [A]	Special Instructions.
III. OTHER FACILITIES			
MANAGED BY SAN ANTONIO PUBLIC LIBRARY (SAPL)			
25. Central Library 600 Soledad Street	Service hours will be provided by the Library Facilities Manager upon award of the contract.	Interior Cleaning: Annually Exterior Cleaning: Quarterly	a. Contractor's staff must be escorted by a Library staff member while cleaning all basement windows at Central Library. b. All interior glass windows shall be cleaned one time per year c. Interior cleaning shall include the atrium glass and atrium window ledges. d. Contractor shall clean the vertical architectural bars located in the atrium. e. All exterior glass windows shall be cleaned four times per year at 3-month intervals. f. Exterior cleaning shall include power washing all outside areas where pigeons roost as well as the cleaning all window ledges.
26. Bazan Branch Library 2200 W. Commerce St.	Service hours will be provided by the Library Facilities Manager upon award of the contract.	Interior Cleaning: Semi-annually Exterior Cleaning: Semi-annually	
27. Brook Hollow Branch Library 530 Heimer Road	Service hours will be provided by the Library Facilities Manager upon award of the contract.	Interior Cleaning: Semi-annually Exterior Cleaning: Semi-annually	
28. Carver Branch Library 3350 E. Commerce St.	Service hours will be provided by the Library Facilities Manager upon award of the contract.	Interior Cleaning: Semi-annually Exterior Cleaning: Semi-annually	
29. Cody Branch Library 11441 Vance Jackson	Service hours will be provided by the Library Facilities Manager upon award of the contract.	Interior Cleaning: Semi-annually Exterior Cleaning: Semi-annually	

[A] See Section 004- SPECIFICATIONS / SCOPE OF SERVICES, Item 7 for definition of Cycle/Schedule per year terms used herein.

Location#, Name and Address	Service Hour	Anticipated Cycle/Schedule per Year [A]	Special Instructions.
30. Collins Garden Branch Library 200 N. Park	Service hours will be provided by the Library Facilities Manager upon award of the contract.	Interior Cleaning: Semi-annually Exterior Cleaning: Semi-annually	
31. Cortez Branch Library 2803 Hunter	Service hours will be provided by the Library Facilities Manager upon award of the contract.	Interior Cleaning: Semi-annually Exterior Cleaning: Semi-annually	
32. Encino Branch Library 2515 E. Evans Rd.	Service hours will be provided by the Library Facilities Manager upon award of the contract.	Interior Cleaning: Semi-annually Exterior Cleaning: Semi-annually	
33. Forest Hills Branch Library 5245 Ingram Rd.	Service hours will be provided by the Library Facilities Manager upon award of the contract.	Interior Cleaning: Semi-annually Exterior Cleaning: Semi-annually	
34. Great Northwest Branch Library, 9050 Wellwood	Service hours will be provided by the Library Facilities Manager upon award of the contract.	Interior Cleaning: Semi-annually Exterior Cleaning: Semi-annually	
35. Guerra Branch Library 7978 Military Dr. W.	Service hours will be provided by the Library Facilities Manager upon award of the contract.	Interior Cleaning: Semi-annually Exterior Cleaning: Semi-annually	
36. Igo Branch Library, 13330 Kyle Seale Pkwy	Service hours will be provided by the Library Facilities Manager upon award of the contract.	Interior Cleaning: Semi-annually Exterior Cleaning: Semi-annually	
37. Johnston Branch Library 6307 Sun Valley	Service hours will be provided by the Library Facilities Manager upon award of the contract.	Interior Cleaning: Semi-annually Exterior Cleaning: Semi-annually	
38. Landa Branch Library 233 Bushnell	Service hours will be provided by the Library Facilities Manager upon award of the contract.	Interior Cleaning: Semi-annually Exterior Cleaning: Semi-annually	

[A] See Section 004- SPECIFICATIONS / SCOPE OF SERVICES, Item 7 for definition of Cycle/Schedule per year terms used herein.

Location#, Name and Address	Service Hour	Anticipated Cycle/Schedule per Year [A]	Special Instructions.
39. Las Palmas Branch Library 515 Castroville Rd.	Service hours will be provided by the Library Facilities Manager upon award of the contract.	Interior Cleaning: Semi-annually Exterior Cleaning: Semi-annually	
40. Maverick Branch Library 8700 Mystic Park	Service hours will be provided by the Library Facilities Manager upon award of the contract.	Interior Cleaning: Semi-annually Exterior Cleaning: Semi-annually	
41. McCreless Branch Library 1023 Ada	Service hours will be provided by the Library Facilities Manager upon award of the contract.	Interior Cleaning: Semi-annually Exterior Cleaning: Semi-annually	
42. Memorial Branch Library 3222 Culebra Rd.	For Library locations, the operating hours will be provided by the Library Facilities Manager upon award of the contract.	Interior Cleaning: Semi-annually Exterior Cleaning: Semi-annually	
43. Mission Branch Library 3134 Roosevelt Ave.	For Library locations, the operating hours will be provided by the Library Facilities Manager upon award of the contract.	Interior Cleaning: Semi-annually Exterior Cleaning: Semi-annually	
44. Pan American Branch Library 1122 Pyron Ave. W.	For Library locations, the operating hours will be provided by the Library Facilities Manager upon award of the contract.	Interior Cleaning: Semi-annually Exterior Cleaning: Semi-annually	
45. Parman Branch Library 20735 Wilderness Oak	For Library locations, the operating hours will be provided by the Library Facilities Manager upon award of the contract.	Interior Cleaning: Semi-annually Exterior Cleaning: Semi-annually	
46. San Pedro Branch Library 1315 San Pedro	For Library locations, the operating hours will be provided by the Library Facilities Manager upon award of the contract.	Interior Cleaning: Semi-annually Exterior Cleaning: Semi-annually	

[A] See Section 004- SPECIFICATIONS / SCOPE OF SERVICES, Item 7 for definition of Cycle/Schedule per year terms used herein.

Location#, Name and Address	Service Hour	Anticipated Cycle/Schedule per Year [A]	Special Instructions.
47. Schaefer Branch Library 6322 US Hwy 87 E	For Library locations, the operating hours will be provided by the Library Facilities Manager upon award of the contract.	Interior Cleaning: Semi-annually Exterior Cleaning: Semi-annually	
48. Semmes Branch Library 15060 Judson Rd.	For Library locations, the operating hours will be provided by the Library Facilities Manager upon award of the contract.	Interior Cleaning: Semi-annually Exterior Cleaning: Semi-annually	
49. Thousand Oaks Branch Library 4618 Thousand Oaks	For Library locations, the operating hours will be provided by the Library Facilities Manager upon award of the contract.	Interior Cleaning: Semi-annually Exterior Cleaning: Semi-annually	
50. Tobin at Oakwell Branch Library 4134 Harry Wurzbach	For Library locations, the operating hours will be provided by the Library Facilities Manager upon award of the contract.	Interior Cleaning: Semi-annually Exterior Cleaning: Semi-annually	
51. Westfall Branch Library 6111 Rosedale Court	For Library locations, the operating hours will be provided by the Library Facilities Manager upon award of the contract.	Interior Cleaning: Semi-annually Exterior Cleaning: Semi-annually	
MANAGED BY PARK & RECREATION DEPARTMENT			
52. San Antonio Natatorium- Exclude Roof 1430 W. Cesar E. Chavez Blvd.	Service shall be performed Monday—Friday, 8:00a.m.–4:30p.m.	Interior Cleaning: Semi-annually Exterior Cleaning: Semi-annually	Cleaning of interior and exterior glass windows shall occur only on windows located above doorway height (approximately 8 ft.)

[A] See Section 004- SPECIFICATIONS / SCOPE OF SERVICES, Item 7 for definition of Cycle/Schedule per year terms used herein.

Location#, Name and Address	Service Hour	Anticipated Cycle/Schedule per Year [A]	Special Instruction.
MANAGED BY CENTER CITY DEVELOPMENT AND OPERATIONS DEPARTMENT (CCDO)			
52. Market Square – El Mercado, 514 W. Commerce,	Service shall be performed Monday–Thursday, 06:00 AM - 11 AM due to plaza activity.	Exterior Cleaning: Quarterly	
53. Market Square - Farmers Market, 612 W. Commerce	Service shall be performed Monday–Thursday, 06:00 AM - 11 AM due to plaza activity.	Exterior Cleaning: Quarterly	
54. Market Square - Centro de Artes, 101 S. Santa Rosa	Service shall be performed Monday–Thursday, 06:00 AM - 11 AM due to plaza activity.	Interior Cleaning: Quarterly Exterior Cleaning: Quarterly	Exterior cleaning only, with the exception of lobby area that will need both exterior and interior cleaning for all windows. The lobby is comprised of three sides being windows from floor to ceiling which is two stories high.
MANAGED BY DEPARTMENT OF HUMAN SERVICES (DHS)			
55. DHS - Southside Lions Senior Center 3303 Pecan Valley Drive, SA TX	Service shall be performed Monday – Friday, 8:00a.m.-4:30p.m.	Interior Cleaning: Semi-annually Exterior Cleaning: Semi-annually	Cleaning of interior and exterior glass windows is to occur only on windows located above 10 ft.
56. DHS - Northeast Senior Center 4135 Thousand Oaks Dr, SA TX	Service shall be performed Monday – Friday, 8:00a.m.-4:30p.m.	Interior Cleaning: Semi-annually Exterior Cleaning: Semi-annually	Cleaning of interior and exterior glass windows is to occur only on windows located above 10 ft.
57. DHS - District 4 Senior Center approx. service starting in 2021 2021, Ellison Dr	Service shall be performed Monday – Friday, 8:00a.m.-4:30p.m.	Interior Cleaning: Semi-annually Exterior Cleaning: Semi-annually	Cleaning of interior and exterior glass windows is to occur only on windows located above 10 ft.
58. DHS - District 9 Senior Center approx. service starting in 2021 2021, West Rhapsody Dr.	Service shall be performed Monday – Friday, 8:00a.m.-4:30p.m.	Interior Cleaning: Semi-annually Exterior Cleaning: Semi-annually	Cleaning of interior and exterior glass windows is to occur only on windows located above 10 ft.

[A] See Section 004- SPECIFICATIONS / SCOPE OF SERVICES, Item 7 for definition of Cycle/Schedule per year terms used herein.

7. CYCLE/SCHEDULE DEFINITION:

7.1 Annually:

There is one cycle per year. Service is required at intervals of 365 days. All services will be performed for these locations once per year, however, the City reserves the right to increase or decrease the number of scheduled window cleaning occurrences throughout the term of the contract.

7.2 Semi-annually:

There are two cycles per year. Service is required at intervals of 160 to 180 days. All services will be performed for these locations twice per year, however, the City reserves the right to increase or decrease the number of scheduled window cleaning occurrences throughout the term of the contract.

7.3 Quarterly:

There are four cycles per year. Service is required at intervals of 85 to 95 days. All services will be performed for this location four times per year, however, the City reserves the right to increase or decrease the number of scheduled window cleaning occurrences throughout the term of the contract.

7.4 Monthly:

There are twelve cycles per year. Service is required at intervals of 28 to 30 days. All services will be performed for this location twelve times per year, however, the City reserves the right to increase or decrease the number of scheduled window cleaning occurrences throughout the term of the contract.

7.5 A post-award contract kick-off meeting will be scheduled by the City with the Departments' POCs and the selected Contractor(s) to discuss various aspects of the contract prior to commencement of work. At a minimum, the Contractor's SPOC shall be required to attend the scheduled post-award kick-off meeting.

7.6 Contractor shall name a Single Point of Contact (Contractor SPOC) from its supervisory or management level. The Contractor's SPOC, or designee, shall be reachable at all times, 24/7/365. The Contractor's SPOC will be City's main point of contact with the Contractor regarding any questions, issues and general information relating to the awarded contract. If not answered immediately, the Contractor SPOC shall return a call from the City within 2 hours regardless of the time of day, day of week, weekend or holiday.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract. This contract shall begin upon the date specified in the award letter, if it does not exceed \$50,000. This contract shall terminate on SEPTEMBER 30, 2023.

Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for 2 additional 1 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.

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 proposed 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, Respondent shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Aviation Department, which shall be clearly labeled "Annual Contract for Window Cleaning Services" 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 have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to 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 Aviation 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 Respondent's financial integrity is of interest to the City; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, 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:

<i>INSURANCE TYPE</i>	<i>LIMITS</i>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Contractors f. Damage to property rented to you	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage must be on a per project aggregate.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence. (\$5,000,000 CSL per occurrence if AOA access is required [*])
5. Umbrella or Excess Liability Coverage	\$10,000,000 per occurrence combined <u>Bodily Injury</u> (including death) and <u>Property Damage</u>
[*] if applicable	

- D) Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Respondent herein, and provide a certificate of insurance and endorsement that names the Respondent and the CITY as additional insureds. 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 endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Respondent shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

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

- F) Respondent agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional 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, cancellation, non-renewal or material change 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, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this 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 Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.
- I) Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under this Agreement.
- J) It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- 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) Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.

Incorporation of Attachments.

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

Attachment A – Part One – General Information
 Attachment A – Part Two – Experience, Background and Qualifications
 Attachment A – Part Three – Proposed Plan
 Attachment B – Price Schedule
 Attachment C – Litigation Disclosure Form
 Attachment D – Small Business Economic Development Advocacy (SBEDA) Form – Utilization Plan
 Attachment E – Veteran-Owned Small Business Program Tracking Form
 Attachment F – Site Visit Contact Information
 Attachment G – City Tower Window Sizes and Estimated Quantities
 Attachment H – Procedures for Obtaining Airport Personnel Identification Badge & Airfield Driver's License
 Attachment I – SBEDA Ordinance Compliance Provisions
 Attachment J – Proposal Checklist

Mandatory Federal Contract Provisions (Applicable to Aviation's facilities only)

I. Title VI Notice

The City of San Antonio in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

II. General Civil Rights Provisions

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

III. Title VI Clauses Compliance With Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

IV. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

V. Federal Fair Labor Standards Act

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

VI. Occupational Safety and Health Act of 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

VII. DRUG-FREE WORKPLACE

(a) Definitions. As used in this clause—

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - (2) Establish an ongoing drug-free awareness program to inform such employees about—
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b) (1) of this clause;
 - (4) Notify such employees in writing in the statement required by paragraph (b) (1) of this clause that, as a condition of continued employment on this contract, the employee will—
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
 - (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
 - (6) Within 30 days after receiving notice under subdivision (b) (4) (ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - (7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b) (1) through (b) (6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

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 Respondents.

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.

Invoice Submissions. City requires all original first time invoices to be submitted directly to the Accounts Payable section of the Finance Department. The preferred method of delivery is electronically to the following e-mail address:

accounts.payable@sanantonio.gov

Invoices submitted electronically to the e-mail address above must be in separate .pdf format file. Multiple invoices cannot be submitted in a single .pdf file; however, Vendor may submit multiple, separate invoice files in a single e-mail. Any required documentation in support of the invoice should be compiled directly behind the invoice in the same .pdf file. Each electronically submitted file must have a unique identifying name that is not the same as any other file name.

Invoices submitted by electronic submission are only considered "original" when the submission comes directly from the Vendor to Accounts Payable using this e-mail address. Vendor may courtesy copy the ordering City department personnel on the e-mail.

Vendors not able to submit invoices with the required file formatting above may mail original invoices, on white paper only, to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Vendors may hand deliver original invoices, on white paper only to: City of San Antonio, Finance Department/Accounts Payable, 111 Soledad, 4th Floor, San Antonio, Texas 78205.

Information Required On Invoice.

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

Payment by City.

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

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

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

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

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern. Unless otherwise provided in the Supplemental Terms and Conditions section of this document, all prices shown on the Price Schedule shall remain firm for the duration of the contract. Vendor's price stated on the Price Schedule shall be deemed a maximum price. Vendor may provide a lower price at any time during the contract period for reasons deemed appropriate by Vendor, such as volume discount pricing for large orders.

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 must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended. Any other change will require approval of the City Council, City of San Antonio.

Changes that do not involve an increase in contract price may, 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.

S.B. 943 – Disclosure Requirements for Certain Government Contracts. 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, Vendor 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. Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

By submitting a bid, Bidder 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 Vendor's certification, and if found to be false, City may reject the bid or terminate the Contract for material breach.

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.

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.

"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. This term does not include a sole proprietorship.

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 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), addendums, attachments, purchase orders, and exhibits, if any, and Respondent's proposal, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. City's solicitation documents shall control over Respondent's proposal in the event of a conflict. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Change Order provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor. Any addendums issued to the final electronically posted online version of this solicitation shall control in the event of a conflict therewith. Addendums shall be interpreted in order of the date issued, with those issued most recently taking priority.**

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.

V3003300

Signer's Name

JIM FLORES

Name of Business

CDSI, INC DBA CHAMPION DIVERSIFIED SERVICES

Street Address

25711 CREEKSIDE COVE

City, State, Zip Code

BOERNE, TX 78006

Email Address

JIMFLORES777@GMAIL.COM

Telephone No.

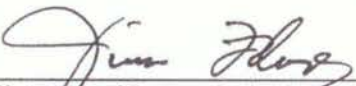
210-260-1884

Fax No.

830-715-9309

City's Solicitation No.

#6100012137; 20-001


Signature of Person Authorized to Sign Proposal

008 - STANDARD DEFINITION

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

All-or-None Proposal – 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.

Respondent - 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 Finance 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 Respondent to protect the City against loss due to the Respondent's failure to pay suppliers and subcontractors.

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

Performance Deposit - security provided by the Respondent to protect City against loss due to the Respondent'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 Respondent, 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) reference letters from three (3) separate organizations/companies/firms, that the Respondent has provided services to within the past 5 years. The contact person named on the reference letter should be familiar with the day-to-day management of the contract and would be able to provide type, level, and quality of services performed. In addition, please provide the contact information below of the references you have submitted.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

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. Provide response below each item.

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 window cleaning 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 five 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, locations and distances of offices/facilities, number and types of equipment available to support this project in accordance to the requirements of section 004 – Specifications/ Scope of Services Item 3.5.
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. 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. Provide response below each item.

1. **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.
2. **Staffing Plan** – Describe Respondent Staffing Plan for providing Window Cleaning Services. Provide the Respondent standard job description for Manager, Supervisor and staff 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), staff, 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. Many of facilities to be served are public and educational facilities. Describe process for assessing risk and maintaining effective background check policy and procedures for all employees, staff and subcontractors responsible for performing services under this contract, including retention procedure for retaining all employee records, including any criminal background checks, for the retention period stated in section 006-General Terms and Conditions.
 - e. 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.
3. **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 window cleaning services.
4. **Safety Plan** – Describe how Respondent will implement a Safety Plan for the Contract, including but not limited to:
 - a. Explain the safety plan for the contract, including procedures to address employee injuries and accidents
 - b. Address actions taken to ensure that company staff and bystanders are not injured when performing job responsibilities

- c. Identify safety hazards when performing job related tasks and provide the plan to mitigate the situation
- d. Discuss the importance of keeping the communication line open between the working staff as well as the facility manager in charge.
- e. Describe how equipment used will be maintained and current with required certifications.
- f. Describe how equipment to be used has the required inspection documents and that they are stored and readily available upon request.
- g. Describe how equipment will be maintained and or repaired by a certified technician that specializes in the equipment being used.
- h. Describe how equipment used to be operated by someone who has been properly trained

5. **Equipment Maintenance Plan** – Describe Respondent Equipment Maintenance Plan for equipment utilized for providing window cleaning services. Indicate 1) average age, 2) frequency of maintenance, and 3) frequency of replacement. Include plan for equipment delivery, use, and pickup after job completion.

6. **Contractor's Proposed list of chemicals to be used**; subject to City approval, Contractor shall provide the Safety Data Sheets (SDS) and maintain copies of SDS for all cleaning products used on City facilities if awarded:

- a. _____
- b. _____
- c. _____
- d. _____
- e. _____
- f. _____
- g. _____
- h. _____
- i. _____
- j. _____

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

RFCSP ATTACHMENT B

PRICE SCHEDULE

(Posted as separate documents)

RFCSP ATTACHMENT C
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 D
SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) FORM
UTILIZATION PLAN

(Posted as separate documents)

RFCSP ATTACHMENT E

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

(Posted as a separate document)

RFCSP ATTACHMENT F

SITE VISIT CONTACT INFORMATION

DEPARTMENT	Location(s)	Contact Person Name, Phone# and Email Address	Date and Time
BESD	All buildings managed by BESD	Guadalupe Saldana, 210-207-8733 Guadalupe.Saldana@sanantonio.gov	TBD by calling Guadalupe Saldana to schedule date and time for site visit.
SAPL	Central Library & all Branch Libraries managed by SAPL	Mark Jenkins 210-207-2663 Mark.jenkins@sanantonio.gov	TBD by calling Mark Jenkins to schedule date and time for site visit.
Park & Rec	San Antonio Natatorium	Josh Zammit, 210-207-3299; Joshua.Zammit@sanantonio.gov	TBD by calling Josh Zammit to schedule date and time for site visit.
Aviation	All locations managed by SAT	Edward Sustaita, 210-207-3479 Edward.Sustaita@sanantonio.gov	Will conduct right after the Presubmittal or call Edward Sustaita to schedule a date and time for a site visit.
Aviation	Stinson Municipal managed by SSF	Pete Persha, 210-207-1800 Peter.Persha@sanantonio.gov	TBD by calling Pete Persha to schedule date and time for site visit.
CCDO	Market Square managed by CCDO	Felice Garcia, 210.207.8605 Felice.garcia@sanantonio.gov	TBD by calling Felice Garcia to schedule date and time for site visit.
DHS	All Centers managed by DHS	Francisco Cerda, , 210.207.4544 Francisco.Cerda@sanantonio.gov	TBD by calling Francisco Cerda to schedule date and time for site visit

RFCSP ATTACHMENT G

CITY TOWER WINDOW SIZES AND ESTIMATED QUANTITIES

Windows facing North & South (2nd -21st Floor):

432 ea. (3' 5" W x 8' H) 864 ea. (4' 6" W x 8' H)

Windows facing East & West (2nd -21st Floor):

72 ea. (3' 5" W x 8' H) 180 ea. (4' 6" W x 8' H)

Street level windows facing Houston St.:

14 ea. (5' 9" W x 6' H)	14 ea. (5' 9" W x 10' 6" H)	
11 ea. (3' 1" W x 6' H)	11 ea. (3' 1" W x 10' 6" H)	
4 ea. (3' 6" W x 10' 6" H)	2 ea. (4' 10" W x 10' 6" H)	
4 ea. (3' W x 6' 4" H) Doors	8 ea. (3' W x 6' H) Revolving Doors	8 ea. (2' W x 6' 8" H) Side Glass

Street level windows facing Parking Garage:

16 ea. (5' 9" W x 6' H)	16 ea. (5' 9" W x 10' 6" H)
15 ea. (3' 1" W x 6' H)	15 ea. (3' 1" W x 10' 6" H)
4 ea. (3' W x 6' 4" H) Doors	

Street level windows facing N. Main St.:

9 ea. (5' 9" W x 6' H)	9 ea. (5' 9" W x 10' 6" H)
8 ea. (3' 1" W x 6' H)	8 ea. (3' 1" W x 10' 6" H)

Street level windows facing Flores St.:

6 ea. (5' 9" W x 6' H)	6 ea. (5' 9" W x 10' 6" H)
6 ea. (3' 1" W x 6' H)	6 ea. (3' 1" W x 10' 6" H)

Walkway from Parking Garage (3rd level) to Tower:

4 ea. (5' 5" W x 5' H)	2 ea. (5' 8" W x 5' H)	2 ea. (4' 6" W x 5' H)
------------------------	------------------------	------------------------

RFCSP ATTACHMENT H

PROCEDURES FOR OBTAINING AIRPORT PERSONNEL IDENTIFICATION BADGE AND AIRFIELD DRIVER'S LICENSE AT SAN ANTONIO INTERNATIONAL AIRPORT (SAT)

As per FAA/TSA guidelines, a person performing work in the Security Identification Display Area (SIDA), Secured Area, Sterile Area or Airport Operations Area must have a valid Personnel Identification Badge (known as a SAT badge) or be under an airport approved escort by a person having a SAT badge with the white "E" (escort endorsement) on the badge. Furthermore, each badge holder with the white "E" may escort up to two (2) unbadged individuals while keeping same under positive control at all times while in the SIDA, Secured Area, Sterile Area and/or the project site. **Note:** If the person is disqualified from receiving a SAT badge during the badge application process, or becomes disqualified after receiving a SAT badge, the individual can no longer be present anywhere within the SIDA, Secured Area, Sterile area and/or the project areas.

If driving is involved, the person must have a valid SAT badge and the appropriate airfield driver's license to operate a vehicle in the SIDA and/or the project site. If a vehicle escort is required, each SAT badge holder with the white "E" on his badge (and the appropriate airfield driver's license) may escort up to two (2) vehicles if there is only one unbadged person in each vehicle being escorted.

All vehicles operating in the SIDA or the project area must have the appropriate airport approved company signage on the vehicle. The signage must meet the following requirements: Company name must be in at least six inch (6") tall lettering and/or the company logo must be at least twelve inches (12") tall. The signage must be placed on both vertical sides of any self-propelled, motorized vehicle at all times while within the SIDA or the project site. If signage is not available, an Airport issued "Top Hat" may be used for vehicles under an airport approved vehicle escort or while parked in the SIDA.

The procedures to obtain an Airport Personnel Identification Badge and/or an airport driver's license are as follows:

A) Airport Personnel Identification Badge (SAT ID Badge):

- 1) The Airport Security Badge and ID office is located at 9623 West Terminal Drive, Bldg. #1322.
- 2) Once an Aviation Department division has notified the Airport Security Badge and ID office of an approved City contract which will require the badging of personnel, the Contactor's designated representative for badging must call (210) 207-3526 to schedule an appointment with the Airport Security Badge and ID office to make arrangements to become an Authorizing Signatory for all SAT badges to be issued to the Contractor's employees working on the contract. Once the Authorizing Signatory has completed the required procedures (i.e., fingerprint-based Criminal History Records Check (CHRC)), Security Threat Assessment (STA) background check, SIDA training, Authorizing Signatory training, etc.) to receive his or her SAT badge, he or she will then be authorized to approve applications for other Contractor employees under his or her responsibility. **Note:** If an employee of Contractor has been convicted of any of the offenses listed in Exhibit 1 hereto, that employee will be immediately disqualified from obtaining a SAT badge and will be ineligible to perform work at SAT.
- 3) All SAT ID badge applications are processed electronically via an online application process. Once the Contractor's Authorizing Signatory has been trained successfully on his responsibilities and completed all phases of the badging process, the website address for Contractor's employees to use to complete the application will be provided. Furthermore, the Authorizing Signatory will be provided instructions on how to setup, use and approve badge applications via the online badging system.
- 4) As of June 4, 2018 badge processing fees are:

Airport Security - Badge and ID Fees	
SAT Identification Media initial	\$100 (\$35 Identification Media/\$65 Criminal History Records Check (CHRC) and Rapback Enrollment)
SAT Identification Media renewal within 60 days of expiration date	\$35
SAT Identification Media renewal after expiration date	\$100
SAT Identification Media replacement due to theft (Police report required)	No Charge
Change of Name/ /Level of Access/Escort	\$35
SAT Identification Media Replacement Damage or Destroyed	\$35
SAT Identification Media (lost, stolen, unaccounted for)	\$150
There is Missed Appointment Fee	\$25

- 5) As part of the badging process, all Contractor employees are required to complete a computer-based SIDA training class. All documents necessary to complete the application process (including obtaining the applicants fingerprints to conduct a CHRC must be completed before the Contractor's employees may attend the computer-based SIDA training class.

CHRC processing is generally available during the following days/times:

Monday	New Applicants Only/Walk In	8:00 am – 4:00 pm
Tuesday – Thursday	Renewal Applicants/Walk In & New Appointments	8:00 am – 4:00 pm
Friday	Renewal Applicants/Walk In & New Appointments	8:00 am – 11:30 am

SIDA classes are held on a first come, first served basis and is generally available during the following days/times:

Monday – Thursday, 8:00 a.m. – 10 a.m. & 12:30 p.m. – 2:30 p.m.

Friday 8:00 a.m. – 10:00 a.m.

Office is closed for lunch daily from 11:30 am – 12:30 pm

The SIDA class takes approximately 45 minutes to 1 hour to complete and the applicant must make a 100% on the final test to successfully complete this stage of the badging process. The SAT badge can only be issued after the applicant successfully completes the SIDA class; the Airport Police completes the CHRC; and the Airport Police receives an approved STA check from the TSA. It can take anywhere from three (3) business days to 2 weeks before the applicant may be issued his SAT badge.

- 6) At the end of the contract, the Contractor's Authorizing Signatory shall return all issued airport identification badges to the AS PIO directly and inform the Aviation Department division that managed the contract that all badges have been returned before final payment for the work can be processed.
- 7) Any lost or stolen SAT ID badge shall be reported to Airport Security immediately by contacting (210) 207-3526 or 207-3433 so the badge can be deactivated. The Contractor's employee must contact Contractor's Authorizing Signatory to make arrangements to complete the necessary paperwork to receive a replacement SAT badge. The Contractor shall be responsible for any fees/fines resulting from the lost, stolen, or otherwise unaccounted for SAT badge.

B) Airfield Driver License:

- 1) Contact the Airport Operations Office (AOO) at 10.207.3540 for hours of operations and procedures. The Airport Operations Office is located at 457 Sandau Rd., San Antonio, TX 78216. The individual has to show a current valid state driver's license, a current valid SIDA badge. A copy of the certificate of liability insurance document of the individual's employer with the proper coverage must be submitted to the AOO and be kept file.
- 2) The Non-Movement classes are held every Monday and Tuesdays at 9:00 am and Thursdays at 1:00 pm. The Movement classes are held on Tuesdays at 1:00 pm and Thursdays at 9:00 am. There will be a test at the end of each class. The airfield driver license can only be issued to a person passing the test.
- 3) Airfield Driver's Training Program fees dated Sept. 25, 2013 is shown below. Contact the AOO for the current fees. For construction contracts, there is no separate line item on the bid proposal for the costs involved and the costs shall be considered incidentals to mobilization expenses.

<u>Course</u>	<u>Time</u>	<u>2012</u>	<u>2013</u>
Non-Movement			
Mondays	9:00 a.m.	\$15.00	\$20.00
Tuesdays	9:00 a.m.	\$15.00	\$20.00
Thursdays	1:00 p.m.	\$15.00	\$20.00
Movement			
Tuesdays	1:00 p.m.	\$20.00	\$25.00
Thursdays	9:00 a.m.	\$20.00	\$25.00
Replacement License		\$10.00	\$10.00
Expired License Penalty		n/a	\$20.00

- 4) The licensed driver can only travel on the areas authorized and use the gate approved by the Airport Police. A driver who loses his/her airfield driver's license is responsible for reporting the loss immediately to Airport Operations Office. The employee will be responsible to pay the replacement fee for his/her airfield license. An Expired License Penalty fee of \$20 will be charged to an employee whose license has expired before he/she has renewed their airfield license
- 5) The company shall have coverage for the vehicles used inside Air Operations Area for the project involved at all times. An Automobile Liability Policy with no less than a Combined, Single Limit for Bodily Injury and Property Damage of \$5,000,000 per occurrence, or its equivalent in Umbrella or Excess Liability Coverage. In addition, the City of San Antonio must be listed as an "additional insured" in the endorsement section.
The Insurance can be under the Company name if a company vehicle will be used and the vehicle must be listed in the insurance policy either specifically by VIN number or generally by covering all autos owned, leased or operated while conducting business on behalf of the company. If this is a private vehicle covered only by personal insurance, the insurance must be under the drivers name and VIN number must be listed. It is the company's responsibility to notify the Aviation Department for any insurance changes.
- 6) At the end of the project, the authorized Project Manager shall return all airfield driver licenses to Planning and Development and at the end of the return process the final payment for the work can be processed

EXHIBIT 1 TO RFCSP ATTACHMENT H

LIST OF DISQUALIFYING CRIMES

AUTHORIZATION FOR FINGERPRINT-BASED CRIMINAL HISTORY RECORDS CHECK

Please read and review the following list of disqualifying criminal offenses as listed in Transportation Security Regulation (TSR) 1542.209 (d).

1. Forgery of certificates, false marking of aircraft, and other aircraft registration violations: 49 USC 46302
2. Interference with air navigation: 49 USC 46308
3. Improper transportation of a hazardous material: 49 USC 46312
4. Aircraft Piracy: 49 USC 46502
5. Interference with flight crew members or flight attendants: 49 USC 46504
6. Commission of certain crimes aboard aircraft in flight: 49 USC 46506
7. Carrying a weapon or explosive aboard aircraft: 49 USC 46505
8. Conveying false information and threats: 49 USC 46507
9. Aircraft piracy outside the special aircraft jurisdiction of the United States: 49 USC 46502(b)
10. Lighting violations involving transporting controlled substances: 49 USC 46315
11. Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements: 49 USC 46314
12. Destruction of an aircraft or aircraft facility: 18 USC 32
13. Murder
14. Assault with intent to murder
15. Espionage
16. Sedition
17. Kidnapping or hostage taking
18. Treason
19. Rape or aggravated sexual abuse
20. Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon
21. Extortion
22. Armed or felony unarmed robbery
23. Distribution of, or intent to distribute, a controlled substance
24. Felony arson
25. Felony Involving a threat
26. Felony involving
 1. Willful destruction of property
 2. Importation or manufacture of a controlled substance
 3. Burglary
 4. Theft
 5. Dishonesty, fraud, or misrepresentation
 6. Possession or distribution of stolen property
 7. Aggravated assault
 8. Bribery
 9. Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than one year
27. Violence at international airports: 18 USC 37
28. Conspiracy or attempt to commit any of the criminal acts listed in this paragraph

RFCSP ATTACHMENT I

**SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) ORDINANCE COMPLIANCE
PROVISIONS**

(Posted as separate document)

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 and References RFCSP Attachment A Part One	
Experience, Background & Qualifications RFCSP Attachment A Part Two	
Proposed Plan RFCSP Attachment A Part Three	
Price Schedule RFCSP Attachment B	
+Contracts Disclosure form	
Litigation Disclosure RFCSP Attachment C	
+SBEDA Form RFCSP Attachment D; and Associated Certificates, if applicable	
* Veteran-Owned Small Business Program Tracking Form RFCSP Attachment E	
* Certificate of Interested Parties (Form 1295)	
Proof of Insurability Insurance Provider's Letter Copy of Current Certificate of Insurance	
Financial Information	
+Signature Page (only required for a hard copy submission) RFCSP Section 007.	
Proposal Checklist RFCSP Attachment J	
+ Addenda, if any	
One COMPLETE (1) Original, 6 hard copies WITH ONLY TABS and documents for Executive Summary; General Information Form; Experience, Background, and Qualifications; and Proposed Plan (NO SBEDA or PRICING TO BE INCLUDED in the 6 copies) and one (1) CD or USB flash drive of entire proposal in PDF format.	

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

Be sure all forms that require a signature are done so prior to submittal of proposal.

Exhibit 1 for RFCSP Addendum I

RFCSP ATTACHMENT B

PRICE SCHEDULE - REVISED

Indicate the fixed price per cycle for performing the services as specified in this RFCSP. **Respondent must propose fixed price for all items of the Price Schedule or Respondent's proposal may be deemed nonresponsive.**

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

Bidder will be deemed non-responsive for line items submitted by Bidder as: "No Bid" or "left blank". Line items marked by Bidder as "Included", "N/C", or \$0.00 will be determined by the City as Bidder will provide service to City at No Charge.

ITEM ^[A]	SITE LOCATION	ESTIMATED ANNUAL QUANTITY ^[B]	PRICE (PER CYCLE)	EXTENDED COST (Estimated Annual Quantity multiplied by Price per Cycle)
I. BESD FACILITIES				
1-I	Municipal Plaza: First Level and Mezzanine Level	2 Cycles	\$ _____ 500 _____	\$ _____ 1000 _____
1-E	Municipal Plaza: First Level and Mezzanine Level	2 Cycles	\$ _____ 350 _____	\$ _____ 700 _____
2-I	Municipal Plaza: Level 2 - Level 11	1 Cycle	\$ _____ 1500 _____	\$ _____ 1500 _____
2-E	Municipal Plaza: Level 2 - Level 11	1 Cycle	\$ _____ 1350 _____	\$ _____ 1350 _____
3-I	City Hall	2 Cycles	\$ _____ 1200 _____	\$ _____ 2400 _____
3-E	City Hall	2 Cycles	\$ _____ 1750 _____	\$ _____ 3500 _____
4-I	Plaza de Armas	1 Cycle	\$ _____ 950 _____	\$ _____ 950 _____

4-E	Plaza de Armas	2 Cycle	\$ ____ 850 ____	\$ ____ 1700 ____ —
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Note:

[A] As listed in IFB Section 004 – Specifications/Scope of Services, some locations require both Interior and Exterior Cleaning. In the “Item#” column above, interior and exterior cleaning are denoted as follows: a. I as interior cleaning

b. E as exterior cleaning

[B] Estimated annual quantities above are used for the purpose of evaluation. City may increase or decrease quantities as needed.

ITEM ^[A]	SITE LOCATION	ESTIMATED ANNUAL QUANTITY ^[B]	PRICE (PER CYCLE)	EXTENDED COST (Estimated Annual Quantity multiplied by Price per Cycle)
5-I	Municipal Court Building	1 Cycle	\$ ____ 900 ____	\$ ____ 900 ____
5-E	Municipal Court Building	1 Cycle	\$ ____ 950 ____	\$ ____ 950 ____
6-I	Public Safety Headquarters	1 Cycle	\$ ____ 1600 ____	\$ ____ 1600 ____
6-E	Public Safety Headquarters	1 Cycle	\$ ____ 7600 ____	\$ ____ 7600 ____
7-I	Public Safety & Technology Center	1 Cycle	\$ ____ 700 ____	\$ ____ 700 ____
7-E	Public Safety & Technology Center	1 Cycle	\$ ____ 300 ____	\$ ____ 300 ____
8-I	Police Academy	1 Cycle	\$ ____ 1100 ____	\$ ____ 1100 ____
8-E	Police Academy	1 Cycle	\$ ____ 1300 ____	\$ ____ 1300 ____
9-I	International Center	1 Cycle	\$ ____ 1250 ____	\$ ____ 1250 ____

9-E	International Center	2 Cycle	\$ ____ 1800 ____	\$ ____ 3600 ____
10-I	One Stop Building	1 Cycle	\$ ____ 1200 ____	\$ ____ 1200 ____
10-E	One Stop Building	1 Cycle	\$ ____ 1200 ____	\$ ____ 1200 ____
11-I	Visitor's Information Center	1 Cycle	\$ ____ 200 ____	\$ ____ 200 ____
11-E	Visitor's Information Center	1 Cycle	\$ ____ 150 ____	\$ ____ 150 ____
12-I	Fire Training Academy	1 Cycle	\$ ____ 500 ____	\$ ____ 500 ____
12-E	Fire Training Academy	1 Cycle	\$ ____ 500 ____	\$ ____ 500 ____
13-I	Emergency Operations Center	1 Cycle	\$ ____ 450 ____	\$ ____ 450 ____
13-E	Emergency Operations Center	1 Cycle	\$ ____ 225 ____	\$ ____ 225 ____

Note:

- [A] As listed in IFB Section 004 – Specifications/Scope of Services, some locations require both Interior and Exterior Cleaning. In the “Item#” column above, interior and exterior cleaning are denoted as follows: a. I as interior cleaning
b. E as exterior cleaning

- [B] Estimated annual quantities above are used for the purpose of evaluation. City may increase or decrease quantities as needed.

ITEM ^[A]	SITE LOCATION	ESTIMATED ANNUAL QUANTITY ^[B]	PRICE (PER CYCLE)	EXTENDED COST (Estimated Annual Quantity multiplied by Price per Cycle)
14-I	Public Safety Answering Point	1 Cycle	\$ ____ 900 ____	\$ ____ 900 ____
14-E	Public Safety Answering Point	1 Cycle	\$ ____ 1200 ____	\$ ____ 1200 ____

15-I	SAPD Property & Evidence Facility	1 Cycle	\$ ____ 500 ____	\$ ____ 500 ____
15-E	SAPD Property & Evidence Facility	1 Cycle	\$ ____ 600 ____	\$ ____ 600 ____
16-I	City Tower, approx. service starting in 2021: First Floor	12 Cycle	\$ ____ 400 ____	\$ ____ 4800 ____
16-E	City Tower, approx. service starting in 2021: Street level	12 Cycle	\$ ____ 400 ____	\$ ____ 4800 ____
17-E	City Tower, approx. service starting in 2021: 2 nd - 21 st Floor	4 Cycle	\$ ____ 5500 ____	\$ ____ 22,00 ____
BESD FACILITIES Estimated Annual Total Value (Total Item 1-17)				\$ ____ 71,625 ____

ITEM [A]	SITE LOCATION	ESTIMATED ANNUAL QUANTITY ^[B]	PRICE (PER CYCLE)	EXTENDED COST (Estimated Annual Quantity multiplied by Price per Cycle)
I. AVIATION FACILITIES				
18-E	SAT Parking Administration Building	2 Cycles	\$ ____ 300 ____	\$ ____ 600 ____
19-I	SAT Parking Garages - Long Term	2 Cycles	\$ ____ 2200 ____	\$ ____ 4400 ____
19-E	SAT Parking Garages - Long Term	2 Cycles	\$ ____ 2200 ____	\$ ____ 4400 ____

20-E	SAT Rental Car Center including sky bridge	2 Cycles	\$____1800_____	\$____3600_____
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Note:

- [A] As listed in IFB Section 004 – Specifications/Scope of Services, some locations require both Interior and Exterior Cleaning. In the “Item#” column above, interior and exterior cleaning are denoted as follows: a. I as interior cleaning
b. E as exterior cleaning

- [B] Estimated annual quantities above are used for the purpose of evaluation. City may increase or decrease quantities as needed.

ITEM [A]	SITE LOCATION	ESTIMATED ANNUAL QUANTITY ^[B]	PRICE (PER CYCLE)	EXTENDED COST (Estimated Annual Quantity multiplied by Price per Cycle)
21-E	SAT Terminal A	2 Cycles	\$____3800_____	\$____7600_____
22-E	SAT Terminal B	2 Cycles	\$____3500_____	\$____7000_____
23-E	SAT Airport Police building	2 Cycles	\$____300_____	\$____600_____
24-I	Stinson Municipal Airport Air Traffic Control Tower	4 Cycles	\$____350_____	\$____1400_____
24-E	Stinson Municipal Airport Air Traffic Control Tower	4 Cycles	\$____350_____	\$____1400_____
AVIATION FACILITIES Estimated Annual Total Value (Total Item 18-24)				\$____31,000_____

ITEM [A]	SITE LOCATION	ESTIMATED ANNUAL QUANTITY ^[B]	PRICE (PER CYCLE)	EXTENDED COST (Estimated Annual Quantity multiplied by Price per Cycle)
25-I	Central Library	1 Cycle	\$ _____ 2500 _____	\$ _____ 2,500 _____
25-E	Central Library	4 Cycle	\$ _____ 3800 _____	\$ _____ 15,200 _____
26-I	Bazan Branch Library	2 Cycles	\$ _____ 150 _____	\$ _____ 300 _____
26-E	Bazan Branch Library	2 Cycles	\$ _____ 275 _____	\$ _____ 550 _____
27-I	Brook Hollow Branch Library	2 Cycles	\$ _____ 150 _____	\$ _____ 300 _____
27-E	Brook Hollow Branch Library	2 Cycles	\$ _____ 275 _____	\$ _____ 550 _____

Note:

[A] As listed in IFB Section 004 – Specifications/Scope of Services, some locations require both Interior and Exterior Cleaning. In the “Item#” column above, interior and exterior cleaning are denoted as follows: a. I as interior cleaning

b. E as exterior cleaning

[B] Estimated annual quantities above are used for the purpose of evaluation. City may increase or decrease quantities as needed.

ITEM [A]	SITE LOCATION	ESTIMATED ANNUAL QUANTITY ^[B]	PRICE (PER CYCLE)	EXTENDED COST (Estimated Annual Quantity multiplied by Price per Cycle)
28-I	Carver Branch Library	2 Cycles	\$ _____ 200 _____	\$ _____ 400 _____
28-E	Carver Branch Library	2 Cycles	\$ _____ 250 _____	\$ _____ 500 _____

29-I	Cody Branch Library	2 Cycles	\$ ____ 250 ____	\$ ____ 500 ____
29-E	Cody Branch Library	2 Cycles	\$ ____ 200 ____	\$ ____ 400 ____
30-I	Collins Garden Branch Library	2 Cycles	\$ ____ 200 ____	\$ ____ 400 ____
30-E	Collins Garden Branch Library	2 Cycles	\$ ____ 200 ____	\$ ____ 400 ____
31-I	Cortez Branch Library	2 Cycles	\$ ____ 250 ____	\$ ____ 500 ____
31-E	Cortez Branch Library	2 Cycles	\$ ____ 200 ____	\$ ____ 400 ____
32-I	Encino Branch Library	2 Cycles	\$ ____ 200 ____	\$ ____ 400 ____
32-E	Encino Branch Library	2 Cycles	\$ ____ 275 ____	\$ ____ 550 ____
33-I	Forest Hills Branch Library	2 Cycles	\$ ____ 225 ____	\$ ____ 450 ____
33-E	Forest Hills Branch Library	2 Cycles	\$ ____ 225 ____	\$ ____ 450 ____
34-I	Great Northwest Branch Library	2 Cycles	\$ ____ 225 ____	\$ ____ 450 ____
34-E	Great Northwest Branch Library	2 Cycles	\$ ____ 225 ____	\$ ____ 450 ____
35-I	Guerra Branch Library	2 Cycles	\$ ____ 175 ____	\$ ____ 350 ____

35-E	Guerra Branch Library	2 Cycles	\$ ____ 225 ____	\$ ____ 450 ____
36-I	Igo Branch Library	2 Cycles	\$ ____ 225 ____	\$ ____ 450 ____
36-E	Igo Branch Library	2 Cycles	\$ ____ 225 ____	\$ ____ 450 ____

Note:

[A] As listed in IFB Section 004 – Specifications/Scope of Services, some locations require both Interior and Exterior Cleaning. In the “Item#” column above, interior and exterior cleaning are denoted as follows: a. I as interior cleaning

b. E as exterior cleaning

[B] Estimated annual quantities above are used for the purpose of evaluation. City may increase or decrease quantities as needed.

ITEM [A]	SITE LOCATION	ESTIMATED ANNUAL QUANTITY ^[B]	PRICE (PER CYCLE)	EXTENDED COST (Estimated Annual Quantity multiplied by Price per Cycle)
37-I	Johnston Branch Library	2 Cycles	\$ ____ 200 ____	\$ ____ 400 ____
37-E	Johnston Branch Library	2 Cycles	\$ ____ 250 ____	\$ ____ 500 ____
38-I	Landa Branch Library	2 Cycles	\$ ____ 250 ____	\$ ____ 500 ____
38-E	Landa Branch Library	2 Cycles	\$ ____ 275 ____	\$ ____ 550 ____
39-I	Las Palmas Branch Library	2 Cycles	\$ ____ 150 ____	\$ ____ 300 ____
39-E	Las Palmas Branch Library	2 Cycles	\$ ____ 275 ____	\$ ____ 550 ____
40-I	Maverick Branch Library	2 Cycles	\$ ____ 225 ____	\$ ____ 450 ____

40-E	Maverick Branch Library	2 Cycles	\$ ____ 275 ____	\$ ____ 550 ____
41-I	McCreless Branch Library	2 Cycles	\$ ____ 200 ____	\$ ____ 400 ____
41-E	McCreless Branch Library	2 Cycles	\$ ____ 200 ____	\$ ____ 400 ____
42-I	Memorial Branch Library	2 Cycles	\$ ____ 250 ____	\$ ____ 500 ____
42-E	Memorial Branch Library	2 Cycles	\$ ____ 250 ____	\$ ____ 500 ____
43-I	Mission Branch Library	2 Cycles	\$ ____ 200 ____	\$ ____ 450 ____
43-E	Mission Branch Library	2 Cycles	\$ ____ 150 ____	\$ ____ 300 ____
44-I	Pan American Branch Library	2 Cycles	\$ ____ 300 ____	\$ ____ 600 ____
44-E	Pan American Branch Library	2 Cycles	\$ ____ 300 ____	\$ ____ 600 ____

Note:

[A] As listed in IFB Section 004 – Specifications/Scope of Services, some locations require both Interior and Exterior Cleaning. In the “Item#” column above, interior and exterior cleaning are denoted as follows: a. I as interior cleaning

b. E as exterior cleaning

[B] Estimated annual quantities above are used for the purpose of evaluation. City may increase or decrease quantities as needed.

ITEM [A]	SITE LOCATION	ESTIMATED ANNUAL QUANTITY ^[B]	PRICE (PER CYCLE)	EXTENDED COST (Estimated Annual Quantity multiplied by Price per Cycle)
45-I	Parman Branch Library	2 Cycles	\$ __ 150 __	\$ __ 300 __
45-E	Parman Branch Library	2 Cycles	\$ __ 250 __	\$ __ 500 __
46-I	San Pedro Branch Library	2 Cycles	\$ __ 150 __	\$ __ 300 __
46-E	San Pedro Branch Library	2 Cycles	\$ __ 200 __	\$ __ 400 __
47-I	Schaefer Branch Library	2 Cycles	\$ __ 250 __	\$ __ 500 __
47-E	Schaefer Branch Library	2 Cycles	\$ __ 300 __	\$ __ 600 __
48-I	Semmes Branch Library	2 Cycles	\$ __ 150 __	\$ __ 300 __
48-E	Semmes Branch Library	2 Cycles	\$ __ 200 __	\$ __ 400 __
49-I	Thousand Oaks Branch Library	2 Cycles	\$ __ 250 __	\$ __ 500 __
49-E	Thousand Oaks Branch Library	2 Cycles	\$ __ 200 __	\$ __ 400 __
50-I	Tobin at Oakwell Branch Library	2 Cycles	\$ __ 200 __	\$ __ 400 __
50-E	Tobin at Oakwell Branch Library	2 Cycles	\$ __ 250 __	\$ __ 500 __

51-I	Westfall Branch Library	2 Cycles	\$ ____ 250 ____	\$ ____ 500 ____
51-E	Westfall Branch Library	2 Cycles	\$ ____ 200 ____	\$ ____ 400 ____
52-E	CCDO - El Mercado	4 Cycles	\$ ____ 300 ____	\$ ____ 1200 ____
53-E	CCDO - Farmers Market	4 Cycles	\$ ____ 300 ____	\$ ____ 1200 ____
54-I	CCDO - Centro de Artes (Lobby only)	4 Cycles	\$ ____ 600 ____	\$ ____ 2400 ____
54-E	CCDO - Centro de Artes	4 Cycles	\$ ____ 300 ____	\$ ____ 1200 ____

Note:

[A] As listed in IFB Section 004 – Specifications/Scope of Services, some locations require both Interior and Exterior Cleaning. In the “Item#” column above, interior and exterior cleaning are denoted as follows: a. I as interior cleaning

b. E as exterior cleaning

[B] Estimated annual quantities above are used for the purpose of evaluation. City may increase or decrease quantities as needed.

ITEM [A]	SITE LOCATION	ESTIMATED ANNUAL QUANTITY ^[B]	PRICE (PER CYCLE)	EXTENDED COST (Estimated Annual Quantity multiplied by Price per Cycle)
55-I	DHS - Southside Lions Senior Center	2 Cycles	\$ ____ 225 ____	\$ ____ 450 ____
55-E	DHS - Southside Lions Senior Center	2 Cycles	\$ ____ 225 ____	\$ ____ 450 ____

56-I	DHS - Northeast Senior Center	2 Cycles	\$ __ 250 __	\$ __ 500 __
56-E	DHS - Northeast Senior Center	2 Cycles	\$ __ 200 __	\$ __ 400 __
57-I	DHS - District 4 Senior Center Future center approx. service start in 2021	2 Cycles	\$ __ 225 __	\$ __ 450 __
57-E	DHS - District 4 Senior Center Future center approx. service start in 2021	2 Cycles	\$ __ 225 __	\$ __ 450 __
58-I	DHS - District 9 Senior Center Future center approx. service start in 2021	2 Cycles	\$ __ 250 __	\$ __ 500 __
58-E	DHS - District 9 Senior Center Future center	2 Cycles	\$ __ 250 __	\$ __ 500 __

	approx. service start in 2021			
OTHER FACILITIES Estimated Annual Total Value (Total Item 25-58)				\$ 50,600

Note:

[A] As listed in IFB Section 004 – Specifications/Scope of Services, some locations require both Interior and Exterior Cleaning. In the “Item#” column above, interior and exterior cleaning are denoted as follows: a. I as interior cleaning

b. E as exterior cleaning

[B] Estimated annual quantities above are used for the purpose of evaluation. City may increase or decrease quantities as needed.

Prompt Payment Discount: 2 % 10 days. (If no discount is offered, Net 30 will apply.)



City of San Antonio

ADDENDUM I

SUBJECT: Request for Competitive Sealed Proposal, Annual Contract for Window Cleaning Services, (RFx 6100012127; RFCSP 20-001), Scheduled to Open: March 16, 2020. Date of Issue: February 14, 2020.

FROM: Jennifer Johnson
Procurement Administrator

DATE: March 4, 2020

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

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

- A. **Change:** In RFCSP Section 004 – SPECIFICATIONS/SCOPE OF SERVICES, Subsection 6.7, the table is hereby amended by deleting the San Antonio Natatorium location and renumbering the remaining items in the table as restated below:

Location#, Name and Address	Service Hour	Anticipated Cycle/Schedule per Year [A]	Special Instruction.
MANAGED BY CENTER CITY DEVELOPMENT AND OPERATIONS DEPARTMENT (CCDO)			
52. Market Square – El Mercado, 514 W. Commerce,	Service shall be performed Monday–Thursday, 06:00 AM - 11 AM due to plaza activity.	Exterior Cleaning: Quarterly	
53. Market Square - Farmers Market, 612 W. Commerce	Service shall be performed Monday–Thursday, 06:00 AM - 11 AM due to plaza activity.	Exterior Cleaning: Quarterly	
54. Market Square - Centro de Artes, 101 S. Santa Rosa	Service shall be performed Monday–Thursday, 06:00 AM - 11 AM due to plaza activity.	Interior Cleaning: Quarterly Exterior Cleaning: Quarterly	Exterior cleaning only, with the exception of lobby area that will need both exterior and interior cleaning for all windows. The lobby is comprised of three sides being windows from floor to ceiling which is two stories high.

MANAGED BY DEPARTMENT OF HUMAN SERVICES (DHS)			
55. DHS - Southside Lions Senior Center 3303 Pecan Valley Drive, SA TX	Service shall be performed Monday – Friday, 8:00a.m.-4:30p.m.	Interior Cleaning: Semi-annually Exterior Cleaning: Semi-annually	Cleaning of interior and exterior glass windows is to occur only on windows located above 10 ft.
56. DHS - Northeast Senior Center 4135 Thousand Oaks Dr, SA TX	Service shall be performed Monday – Friday, 8:00a.m.-4:30p.m.	Interior Cleaning: Semi-annually Exterior Cleaning: Semi-annually	Cleaning of interior and exterior glass windows is to occur only on windows located above 10 ft.
57. DHS - District 4 Senior Center approx. service starting in 2021 2021, Ellison Dr	Service shall be performed Monday – Friday, 8:00a.m.-4:30p.m.	Interior Cleaning: Semi-annually Exterior Cleaning: Semi-annually	Cleaning of interior and exterior glass windows is to occur only on windows located above 10 ft.
58. DHS - District 9 Senior Center approx. service starting in 2021 2021, West Rhapsody Dr.	Service shall be performed Monday – Friday, 8:00a.m.-4:30p.m.	Interior Cleaning: Semi-annually Exterior Cleaning: Semi-annually	Cleaning of interior and exterior glass windows is to occur only on windows located above 10 ft.

- B. **Change:** RFCSP ATTACHMENT B – PRICE SCHEDULE is hereby deleted its entirety and replaced with RFCSP ATTACHMENT B – PRICE SCHEDULE - REVISED, which is attached hereto and incorporated herein as Exhibit 1 to this Addendum I. Any and all references to RFCSP Attachment B or the Price Schedule shall mean this RFCSP ATTACHMENT B – PRICE SCHEDULE - REVISED.
- C. **Change:** RFCSP ATTACHMENT F – SITE VISIT CONTACT INFORMATION is hereby amended by deleting the Parks & Recreation / San Antonio Natatorium location contact person and amending the Aviation SAT contact person to read as below:

Aviation	All locations managed by SAT	Edward Sustaita, 210-207-3479 Edward.Sustaita@sanantonio.gov	Will conduct right after the Presubmittal or call Edward Sustaita to schedule a date and time for a site visit.
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- D. **Add:** The SBEDA Program Presentation, which is attached hereto as Exhibit 2 to this Addendum I, is added and incorporated herein.

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003- INSTRUCTIONS FOR RESPONDENTS –RESTRICTION ON COMMUNICATION:

On February 20, 2020, the City of San Antonio hosted a Pre-Submittal Conference to provide information and clarification for the Annual Contract for Window Cleaning Services. Below is a list of questions that were asked at or prior to the pre-submittal conference. The City's official response to questions asked is as follows:

Question 1: For Location# 20, SAT Rental Car Center including sky bridge, does the Sky Bridge from Rental Car Center to Terminal B has Roof Davit Systems?

Answer: No, the sky bridge does not have Roof Davit Systems, only the Rental Car Center has it.

Question 2: Will Contractor be required to clean Terminals louvers too?

Answer: No.



Jennifer Johnson,
Procurement Administrator
Finance Department – Purchasing Division

NOTE: Respondents must complete and sign below and submit this Addendum I with their Proposal.

Date 3-16-20

Company Name CDSI, INC

Address 25711 CREEKSIDE COVE

City/State/Zip Code BOERNE TX 78006


Signature

Exhibit 1 for RFCSP Addendum I
RFCSP ATTACHMENT B
PRICE SCHEDULE - REVISED
(Posted as a separate Document)

Exhibit 2 for RFCSP Addendum I
SBEDA Program Presentation
(Posted as a separate Document)

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.

V3003300

Signer's Name

JIM FLORES

Name of Business

CDSI, INC DBA CHAMPION DIVERSIFIED SERVICES

Street Address

25711 CREEKSIDE COVE

City, State, Zip Code

BAERNE, TX 78006

Email Address

JIMFLORES777@GMAIL.COM

Telephone No.

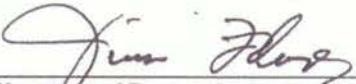
210-260-1884

Fax No.

830-715-9309

City's Solicitation No.

#610012137; 20-001


Signature of Person Authorized to Sign Proposal