

AN ORDINANCE 2013-06-20-0429

AUTHORIZING A CONTRACT WITH SELRICO SERVICES, INC. TO PROVIDE CUSTODIAL SERVICES FOR THE SAN ANTONIO PUBLIC LIBRARY SYSTEM FOR AN ESTIMATED ANNUAL AMOUNT OF \$1,100,000.00, FUNDED FROM THE LIBRARY'S GENERAL FUND BUDGET.

* * * * *

WHEREAS, the City released Request for Competitive Sealed Proposals (RFCSP) to provide the City with custodial services for the San Antonio Public Library branch locations; and

WHEREAS, five responses were received and four were evaluated, the response from AHI Facility Services having been deemed non-responsive for failure to meet the Small Business Economic Development Advocacy subcontracting requirement; and

WHEREAS, staff recommends Selrico Services, Inc. for award of this contract; **NOW THEREFORE:**

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

SECTION 1. The proposal submitted by Selrico Services, Inc. to provide the City with custodial services for the San Antonio Public Library branch locations is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the score summary, RFCSP, and price schedule are attached hereto as **Exhibit I**. A copy of the proposal may be inspected in the offices of the Purchasing Division of the Finance Department.

SECTION 2. It has been found and declared that the response from AHI Facility Services failed to meet the City's requirements for failure to meet the Small Business Economic Development Advocacy subcontracting requirement.

SECTION 3. Funding in the amount of \$1,100,000.00 for this ordinance is available in Fund 11001000, Cost Center 0402010001 and General Ledger 5204060, as part of the Fiscal Year 2013 Budget.

SECTION 4: Payment not to exceed the budgeted amount is authorized to Selrice Services, Inc. and should be encumbered with a purchase order.

SECTION 5: The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's 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.

LOC
06/20/13
Item No. 8

SECTION 6. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage hereof.

PASSED AND APPROVED this 20th day of June, 2013.



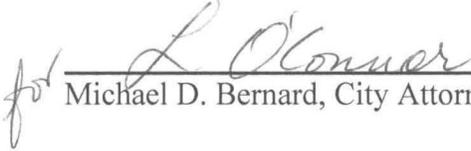
M A Y O R
Julián Castro

ATTEST:

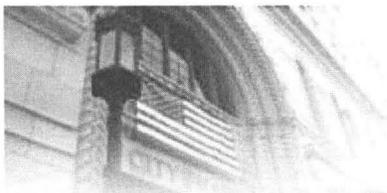


Leticia M. Vacek, City Clerk

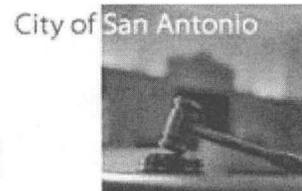
APPROVED AS TO FORM:



for _____
Michael D. Bernard, City Attorney



Request for
**COUNCIL
ACTION**



Agenda Voting Results - 8

Name:	5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 20A, 20B, 21A, 21B, 22A, 22B, 25, 26, 27, 28A, 28B, 30, 31, 32, 33, 34B, 36, 37, 38, 39, 40, 41, 42, 44, 46A, 46B, 47A, 47B, 48B, 49A, 49B, 49C						
Date:	06/20/2013						
Time:	11:16:24 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a contract with Selrico Services, Inc. to provide custodial services for the San Antonio Public Library system for an estimated annual amount of \$1,100,000.00, funded from the Library's General Fund Budget. [Ben Gorzell , Chief Financial Officer; Troy Elliott , Director, Finance]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				x
Ivy R. Taylor	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x			x	
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

EXHIBIT I

RFCSP Custodial Services for San Antonio Branch Libraries

Score Summary	Maximum Points	3rd Generation Services, LLC	ABM Janitorial Services - South Central, Inc.	ISS Facility Services	Selrico Services, Inc.
A - Experience, Background, Qualifications	30	15.33	19.83	20.17	28.33
B - Proposed Plan	30	16.50	16.33	17.83	27.00
C - Price Schedule	20	16.24	15.35	20.00	15.28
D - SBEDA	20	15.00	0.00	5.00	20.00
TOTAL SCORE	100	63.07	51.52	63.00	90.61
RANK BASED ON TOTAL SCORE		2.00	4.00	3.00	1.00

This solicitation has been identified as High-Profile.

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

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

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

002 - TABLE OF CONTENTS

002 - TABLE OF CONTENTS..... 3
003 - INSTRUCTIONS FOR RESPONDENTS..... 4
004 - SPECIFICATIONS / SCOPE OF SERVICES..... 12
005 - SUPPLEMENTAL TERMS & CONDITIONS 27
006 - GENERAL TERMS & CONDITIONS 31
007 - SIGNATURE PAGE..... 36
008 - STANDARD DEFINITION..... 37
009 - ATTACHMENTS 39
010 - RFCSP EXHIBITS 55

003 - INSTRUCTIONS FOR RESPONDENTS

PART A

Submission of Proposals.

Submission of Hard Copy Proposals. Submit one original signed in ink, seven (7) hard copies and one copy of the of the proposal on compact disk (CD) 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 proposal electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

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

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

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

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

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

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

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

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

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

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

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

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

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

Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page on or before 7 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 International and 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). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at lisa.brice@sanantonio.gov. Respondents and/or their agents may contact Ms. Brice at any time prior to the due date for submission of proposals. Contacting her or her office regarding this RFCSP after the proposal due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

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

Pre-Submittal Conference.

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

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

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

Changes to RFCSP.

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

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

Preparation of Proposals.

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

Proposal Format. Each proposal shall be typewritten, single spaced on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder or other securely bound fashion. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed two-sided. Margins shall be no less than 1" around the perimeter of each page. A proposal response to the RFCSP General Information Form may not exceed 20 pages in length. Websites or URLs shall not be submitted in lieu of the printed proposal or electronic submission through City's portal. Each proposal must include the sections and attachments in the sequence listed in the RFCSP Instructions to Respondents Part B - Submission Requirements, and each section and attachment must be indexed and, for hard copy submission, divided by tabs and indexed in a Table of Contents page. For electronic submissions, whether through the portal, or on a CD, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the submission or may negatively affect scoring.

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

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

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

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

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

Description of Supplies.

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

Interlocal Participation.

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

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

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

Rejection of Proposals.

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

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

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

The proposal is conditional; or

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

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

Variations 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 variations or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.

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

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

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

Evaluation and Award of Contract

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

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

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

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

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

Inspection of Facilities/Equipment

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

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

Prompt Payment Discount

Provided Respondent meets the requirements stated herein, City shall take Respondent's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price

as determined by applying the discount to the proposal price, either per line item or total proposal amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

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

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

Prohibited Financial Interest.

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

Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or proposals, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205." Respondent should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your proposal. The Purchasing Division will not deliver the form 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.

If submitting a hard copy proposal, submit one original, signed in ink, 7 copies, and one copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal. Each of the items listed below must be labeled with the heading indicated below as a separate file on the CD.

If submitting electronically through City's portal, scan and upload these documents with your proposal. Each of the items listed below must be uploaded as a separate attachment, labeled with the heading indicated below.

TABLE OF CONTENTS

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

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

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

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

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

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

<https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.

Instructions for completing the Discretionary Contracts Disclosure form:

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

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

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

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

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

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

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

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

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 (30 points)

Price (20 points)

SBEDA - SBE Prime Contract Program – 15 pts.

Certified SBE firms headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime Contractors proposing at least 51% SBE participation (prime and/or subcontractor) will receive fifteen (15) evaluation criteria percentage points.

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

SBEDA – Mentorship Incentive – 5 pts.

Respondents certifying their commitment to serve as mentors in the City of San Antonio's Mentor Protégé Program will receive five (5) evaluation criteria percentage Points. Respondents document such commitment by initialing and signing the "Mentor Commitment Form" attached to this solicitation.

For joint venture respondents, each joint venture partner must initial, sign and submit a "Mentor Commitment Form" for the joint venture respondent to receive the five (5) evaluation preference Points.

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 BACKGROUND

The City of San Antonio, Library Department ("City") seeks proposals from qualified contractors interested in providing services described in this RFCSP. These services include custodial service for library facilities such as routine, non-routine and as requested special cleaning tasks. These services must be provided in a manner conducive to the goals of maintaining library facilities in a manner which reflects a positive image to our patrons.

The San Antonio Public Library system currently consists of a Central Library, 24 branches. The contract entails custodial services at all branch library locations, except Molly Pruitt Library at Roosevelt High School. The City's custodial service requirements regarding this solicitation is for a implementation to begin by July 1, 2013. This contract includes optional pricing for services at Central Library. City will choose whether to award services at Central Library at the time the remainder of the contract is awarded. If Central Library is awarded, City will inform contractor of the date those services will begin, which may be different from the date services begin for the branch locations. If City does not award full services at Central Library, then services will be provided at Central Library only as an augmentation of the current City of San Antonio custodial staff. The City expects to add three additional library locations within the next 5 years. In addition, the City may add additional service outlets as dictated by public service needs. All existing library locations currently function on a 7 day operation. See **SECTION 4.21 PUBLIC OPERATING HOURS/STAFF PREPARATION HOURS/APPROXIMATE SQUARE FOOTAGE** below to see the hours the respective libraries are open for public use, as well as the earliest time that staff will be available at that location.

The San Antonio Public Library facilities offer a variety of architectural designs and décor. See **SECTION 4.21 PUBLIC OPERATING HOURS/STAFF PREPARATION HOURS/APPROXIMATE SQUARE FOOTAGE** below to find a listing of all relevant library facilities and the square footage of each facility. As mentioned, the décor, especially flooring, varies from carpeting to sealed bare concrete in some instances.

4.2 PROJECT OBJECTIVE

The Library seeks to contract with a contractor to provide services in the following areas, with an emphasis on the cleanliness of library facilities and patron satisfaction within the following areas:

- A. Routine Cleaning
- B. Non-Routine Cleaning
- C. Day Porter
- D. Central Library Augmentation, if full services are not selected

4.2.1 ROUTINE CLEANING

Routine cleaning is defined as those tasks accomplished on a daily or weekly basis. Contractor is responsible for furnishing all cleaning materials, cleaning equipment, cleaning tools, appliances and labor in performing all routine custodial tasks as stated in this contract.

The routine cleaning tasks are identified in the **SECTION 4.22 ROUTINE CLEANING TASKS** below, which provides a definition of each task and its frequency.

4.2.2 NON-ROUTINE CLEANING

Non-routine cleaning is defined as those tasks accomplished on an irregular basis. Contractor is responsible for furnishing all cleaning materials, cleaning equipment, cleaning tools, appliances and labor in performing all non-routine custodial tasks as stated in this contract.

Non-routine work may be performed during hours when routine cleaning is being performed as long as such work does not conflict with routine cleaning and it is not disruptive to library staff and patrons.

Non-routine work may be scheduled during non-operational hours when the facility is not in use by the occupants or public. In those cases, scheduling and coordination will be provided by the Library Department Facilities Coordinator or designated location manager.

The non-routine cleaning tasks are identified in the **SECTION 4.23 NONROUTINE CLEANING TASKS** below, which provides a definition of each task and its frequency.

4.2.3 DAY PORTER

The Day Porter provides supplemental coverage, if needed, on an on call basis during public service hours at all locations for immediate needs. Day Porter may be required to perform routine/non-routine tasks on an on-call basis. The Day Porter is responsible for performing the routine/non-routine tasks defined in the **SECTION 4.22 ROUTINE CLEANING TASKS** and **SECTION 4.23 NONROUTINE CLEANING TASKS** sections of the proposal.

The Day Porter must be capable of communicating clearly in the English language and must be identifiable as an employee of the contractor.

The Day Porter is required to carry a radio or cell phone supplied by Contractor in order to respond to the requested location within 1 hour of a service request.

4.2.4 CENTRAL LIBRARY AUGMENTATION

Contractor shall provide staff to perform the routine and non-routine custodial services described in this contract on an on call basis as needed to temporarily augment City of San Antonio custodial staff due to the City experiencing a temporary staffing shortage. While City anticipates being able to provide ample advanced notice, Contractor must respond to a request for augmentation within 1 day's verbal or written notice. These services shall only be required if City does not select the full service option for Central Library.

4.3 CONTRACTOR SUPPLIES

Contractor shall provide all supervision, labor, equipment, tools, materials, chemicals, supplies, including, but not limited to all toilet use supply items, and other items or supplies necessary to perform custodial services as outlined within this proposal. See **SECTION 4.25 CONTRACTOR FURNISHED SUPPLIES** to locate a sample list of supplies. This list represents a mandatory minimum supply list of items that Contractor is required to furnish. Prices quoted in the Price Schedule include all supplies.

4.4 PERSONNEL

4.4.1 PROJECT MANAGERS/SUPERVISORS:

Contractor shall provide a competent project manager/supervisor responsible for completion of all tasks within the designated areas mentioned in this proposal. The project manager/supervisor shall:

- (a) Be capable of reading, writing, speaking, and understanding the English language.
- (b) Inspect areas of all buildings to ensure completion of tasks described in this contract.
- (c) Carry a pager and/or a cell phone to be accessible to correct any problems/discrepancies which may happen at any facility included in this proposal during the work schedule or as required by the Library Department Facilities Coordinator or designated branch manager.
- (d) Provide the Library Department Facilities Coordinator and/or designated location manager with emergency contact phone numbers of responsible supervisors and management personnel.
- (e) Update any changes to contact information for supervisors and management personnel within 1 day of the change.
- (f) Perform only supervisory duties; none of the scheduled custodial tasks shall be assigned to this person, unless assistance is required by the supervisor due to an unforeseen situation.
- (g) Have at least 3 years supervisory experience in all facets of cleaning schedules, use (distribution and mixing) of cleaning chemicals, inspections, personnel, and associated guidelines and/or policies.

4.4.2 EMPLOYEES

Contractor shall employ a competent workforce capable of completing all tasks within this proposal. The employees shall:

(a) Present a neat appearance and be easily recognizable while performing work in library facilities.

(b) Wear distinctive clothing to include appropriate tags/badges with employee name, company name and facial picture provided by Contractor. Distinctive clothing is defined as shirt or smock with company logo.

(c) Possess all qualifications needed to work under the requirements of this contract.

(d) Be properly trained to perform tasks within the guidelines established by the Occupational Safety and Health Administration.

(e) Be capable of communicating clearly in the English language.

4.5 Contractor shall remove and replace any employee from work at a City facility at City's request for failure to maintain acceptable levels of performance.

4.6 CRIMINAL BACKGROUND CHECKS

4.6.1 At its own expense, Contractor shall conduct and coordinate statewide criminal background checks on all employees responsible for performing contractual services prior to beginning work. Contractor employees must not have had any criminal convictions within the past 7 years for a felony or crime of moral turpitude. Contractor is required to maintain the proof of background checks.

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

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

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

4.7 The Library Department Facilities Coordinator or designated location manager will assign employee entrance locations to all buildings, where the supervisor and custodial personnel, including Day Porters, and persons providing staff augmentation services, must sign in and sign out their attendance. In addition to signing in and out at the beginning and end of shifts, custodial personnel must sign out and sign in if they leave the building for lunch break purposes so that Library staff can verify for time accounting purposes. Contractor shall provide the sign in sheets, and provide copies to City with submission of invoices, or upon request by City.

4.8 QUALITY CONTROL

4.8.1 Contractor shall establish and submit as part of this proposal a Quality Control Program to assure the requirements of this contract are met as specified. The program shall include the following as a minimum:

(a) A weekly inspection system detailing how Contractor will service all the areas to be inspected.

(b) The methodology for proactively identifying deficiencies in the quality of services before the performance level becomes unsatisfactory.

4.8.2 Contractor will maintain a file of all inspection reports conducted by Contractor and any corrective actions taken. This documentation shall be forwarded to the Library Department Facilities Coordinator and/or designated representative on a weekly basis.

4.9 PHYSICAL SECURITY

Contractor shall be responsible for safeguarding all property within the work areas. At the conclusion of each work period, Contractor will ensure that facilities and equipment are secured. Contractor must report immediately to the Library Department Facilities Coordinator or designated branch manager any irregularities in any areas serviced,

regarding lighting, furniture, broken doors or windows, dispensing equipment in restrooms, or any other condition that may require attention for repair, adjustment, replacement or correction.

4.10 KEY CONTROL/BUILDING ACCESS CODES

Contractor shall establish and implement methods of ensuring that all keys issued to Contractor by the City are not lost, misplaced, or used by unauthorized persons. **No keys issued to Contractor may be duplicated.** Contractor will immediately report any lost keys to the Library Department Facilities Coordinator. Contractor shall reimburse City for replacement of locks or re-keying as a result of Contractor losing keys or damaging locks. In some cases, keys will not be provided to Contractor. Building Access Codes will be considered and issued as needed/required. Contractor will be briefed on area accessibility prior to contract start date. Contractor shall reimburse City for any fines or fees resulting from false alarms caused by Contractor's failure to activate or deactivate designated security alarms. Keys shall be returned by Contractor to the respective Branch Manager or Librarian in charge within 2 hours of opening the following day after the previous night's service.

4.11 EXTENDED SERVICE HOURS

Emergency situations (structural fire, accidents, rescue operations, civil disturbances, weather emergencies or disasters) may necessitate Contractor to operate on an extended/on call basis. Contractor shall provide these services when requested by the Library Department Facilities Coordinator. Contractor will respond within 2 hours of a verbal or written request made by the Library Department Facilities Coordinator or designated branch manager. Payment for such services shall be based upon the applicable rate shown on the Price Schedule.

4.12 SPECIAL FUNCTION HOURS

The Library, on occasion, will host events that will require the need for custodial service to be available. These services are often on evenings and weekends. Library Department Facilities Coordinator or designated location manager will provide Contractor with at least 5 business days' written notice of the need for custodians to be available at such events. Payment for such services shall be based upon the applicable rate shown on the Price Schedule.

4.13 CONSERVATION OF UTILITIES

Contractor shall be responsible for instructing employees in utilities conservation practices and for operating under conditions which preclude the waste of utilities at City facilities, including:

4.13.1 Lights shall be used only in areas where work is actually being performed;

4.13.2 Mechanical equipment controls for heating, ventilation, and air conditioning systems must not be adjusted by Contractor's employees;

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

4.14 TECHNOLOGY USAGE

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

4.15 LOST AND FOUND PROPERTY

Contractor shall be responsible for ensuring that all items of possible personal or monetary value found by Contractor's employees are turned in to City's designated branch manager.

4.16 CONTRACTOR STORAGE AREAS

Contractor will be provided limited storage space for equipment and supplies. All areas provided to Contractor shall be kept clean and neat. The City is not liable for any loss or damage to any Contractor supplies or equipment while stored in library facilities. Contractor is responsible for following proper storage handling rules and regulations and adhering to all applicable codes related to chemical handling. Current Material Safety Data Sheets must be available in all chemical storage areas at all times. These forms must be provided to the Library Facility Coordinator and/or designated representative. All containers shall be labeled to identify the type of chemical contained, to include spray bottles, buckets, cans, etc.

4.17 AREA COVERAGES

The services under this contract shall apply to all Library facilities identified herein except for the bookmobile, the Central Library, other than the augmentation services described herein unless full services are awarded, and Molly Pruitt Library at Roosevelt High School. Library facilities are the common public areas, staff areas, public restrooms, and meeting rooms and exterior areas to the extent described herein.

4.18 ENTRANCE AND EXIT PROCEDURES

All Contractor employees who are assigned to library facilities will be required to follow the below listed entrance procedures.

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

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

4.18.3 All workers must report to the designated sign-in location at the end of each shift to return assigned keys, badges and to sign-out.

4.18.4 When Contractor's employees are working in a library facility during hours that the library is not open to the public and no library staff are present, they must be under the direct supervision of Contractor's crew leader. The crew leader will be responsible for maintaining the security of the facility and its contents. When work has concluded, Contractor's employees must depart the building via the exit with RFID gates and the crew leader will depart the building by separate entrance once the security system has been engaged.

4.19 ENVIRONMENTAL STANDARDS

Contractor will utilize environmentally friendly (green) products and cleaning practices whenever possible.

4.20 SANITARY PRODUCT MACHINES

At selected library locations designated by City, Contractor is responsible for furnishing these sanitary products: Stay Free Pads, Playtex Tampons, Kotex or equals which are compatible with the machines provided at the facilities under this contract. The grade of this product must be acceptable to the City and changes in brand may be done only with written permission of the City. Contractor is required to service and maintain these machines for proper mechanical operation; however, the City will replace or repair any defective or damaged dispenser or any parts thereof. Contractor will not remove any sanitary product machines maintained under this contract. Contractor and City's designated branch manager will possess the only keys for access to the compartment wherein such money is deposited. Contractor will remove and retain all monies deposited in these machines at library locations. The City is not responsible for the loss of any monies from these machines. Contractor will not alter these machines by increasing product price to the customer. Contractor is expected to follow the City of San Antonio recycling procedure(s) as shown in Administrative Directive 9.1, Recycling Participation attached hereto as Attachment G.

4.21 PUBLIC OPERATING HOURS/STAFF PREPARATION HOURS/APPROXIMATE SQUARE FOOTAGE

LOCATION	ADDRESS	PUBLIC OPERATING HOURS	STAFF PREPARATION HOURS	APPROXIMATE SQUARE FOOTAGE
Bazan	2200 W Commerce	Mo & We 12-8 Tu, Th – Su 10-6	Mo & We 11-12 Tu, Th – Sun 9-10	12,000
Brook Hollow	530 Heimer Rd	Mo & We 12-8 Tu, Th – Su 10-6	Mo & We 11-12 Tu, Th – Sun 9-10	14,470
Carver	3350 E Commerce	Tu & Th 12-8 Mo, We, Fri – Su 10-6	Tu & Th 11-12 Mo, We, Fri – Su 9-10	12,000
Central	600 Soledad	Mo-Th 9-9 Fr-Sa 9-5 Su 11-5	Mo-Th 7-9 Fr-Sa 7-9 Su 8-11	240,000
Cody	11441 Vance Jackson	Tu & Th 12-8 Mo, We, Fri – Su 10-6	Tu & Th 11-12 Mo, We, Fri – Su 9-10	13,617
Collins Garden	200 N Park	Tu & Th 12-8 Mo, We, Fri – Su 10-6	Tu & Th 11-12 Mo, We, Fri – Su 9-10	9,000
Cortez	2803 Hunter	Tu & Th 12-8 Mo, We, Fri – Su 10-6	Tu & Th 11-12 Mo, We, Fri – Su 9-10	9,834
Forest Hills	5241 Ingram Rd	Mo & We 12-8 Tu, Th – Su 10-6	Mo & We 11-12 Tu, Th – Sun 9-10	12,040
Great Northwest	9050 Wellwood	Mo & We 12-8 Tu, Th – Su 10-6	Mo & We 11-12 Tu, Th – Sun 9-10	17,032
Guerra	7978 Military Dr	Tu & Th 12-8 Mo, We, Fri – Su 10-6	Tu & Th 11-12 Mo, We, Fri – Su 9-10	15,000
Igo	1330 Kyle Seale Parkway	Mo & We 12-8 Tu, Th – Su 10-6	Mo & We 11-12 Tu, Th – Sun 9-10	16,000
Johnston	6307 Sun Valley	Mo & We 12-8 Tu, Th – Su 10-6	Mo & We 11-12 Tu, Th – Sun 9-10	11,428
Landa	233 Bushnell	Mo & We 12-8 Tu, Th – Su 10-6	Mo & We 11-12 Tu, Th – Sun 9-10	5,252
Las Palmas	515 Castroville Rd	Mo & We 12-8 Tu, Th – Su 10-6	Mo & We 11-12 Tu, Th – Sun 9-10	12,000
Maverick	8700 Mystic Park	Tu & Th 12-8 Mo, We, Fri – Su 10-6	Tu & Th 11-12 Mo, We, Fri – Su 9-10	15,000
McCreless	1023 Ada	Mo & We 12-8 Tu, Th – Su 10-6	Mo & We 11-12 Tu, Th – Sun 9-10	12,677
Memorial	3222 Culebra	Tu & Th 12-8 Mo, We, Fri – Su 10-6	Tu & Th 11-12 Mo, We, Fri – Su 9-10	10,000
Mission	3100 Roosevelt Av	Tu & Th 12-8 Mo, We, Fri – Su 10-6	Tu & Th 11-12 Mo, We, Fri – Su 9-10	16,400
Pan American	1122 Pyron Ave	Mo & We 12-8 Tu, Th – Su 10-6	Mo & We 11-12 Tu, Th – Sun 9-10	11,322
Parman	20735 Wilderness Oak	Tu & Th 12-8 Mo, We, Fri – Su 10-6	Tu & Th 11-12 Mo, We, Fri – Su 9-10	17,000
San Pedro	1315 San Pedro	Tu & Th 12-8 Mo, We, Fri – Su 10-6	Tu & Th 11-12 Mo, We, Fri – Su 9-10	4,000
Semmes	15060 Judson Rd	Tu & Th 12-8 Mo, We, Fri – Su 10-6	Tu & Th 11-12 Mo, We, Fri – Su 9-10	15,975

Thousand Oaks	4618 Thousand Oaks	Mo & We 12-8 Tu, Th – Su 10-6	Mo & We 11-12 Tu, Th – Sun 9-10	11,350
Tobin at Oakwell	4134 Harry Wurzbach	Tu & Th 12-8 Mo, We, Fri – Su 10-6	Tu & Th 11-12 Mo, We, Fri – Su 9-10	13,000
Westfall District 2 Library (Proposed)	6111 Rosedale Court To Be Determined	Mo & We 12-8 Tu, Th – Su 10-6 To Be Determined	Mo & We 11-12 Tu, Th – Sun 9-10 To Be Determined	12,304 To Be Determined
District 6 Library (Proposed)	To Be Determined	To Be Determined	To Be Determined	To Be Determined
District 9 Library (Proposed)	To Be Determined	To Be Determined	To Be Determined	To Be Determined

4.22 ROUTINE CLEANING TASKS

TASK DEFINITION AND REQUIRED FREQUENCY

These services will also be performed for Central Library if full services are awarded for that location. Frequency and hours performed are the same for the branch locations and Central Library, unless otherwise noted below.

4.22.1 CLEAN SAFELY REACHABLE INTERIOR AND EXTERIOR WINDOW SURFACES

After cleaning, all traces of film, dirt, smudges, water and other foreign matter shall have been removed from frames, casings, sills, and glass.

FREQUENCY: Weekly or As Required

PERFORMED: Public Operating Hours & Staff Preparation Hours

Central: Public Operating Hours, Non-Public Operating Hours, Staff Preparation Hours and Non-Staff Preparation Hours

4.22.2 REMOVE TRASH

Contractor will pick up and remove trash and replace plastic liners within respective library property boundaries. All wastebaskets, cigarette butt receptacles (ashtrays, butt cans, etc.), and other trash containers shall be emptied and returned to their proper locations. Any obviously soiled or torn plastic trash receptacle liners shall be replaced. All trash shall be deposited in the nearest outside trash collection container provided by the Library Department. On trash pickup day or the evening before for early trash pickup, trash collection containers will be placed by the curb as designated by the Library Department Facilities Coordinator or designated branch manager. In addition, at Parman Library only, Contractor will empty the dog waste trash receptacle.

FREQUENCY: Daily

PERFORMED: Public Operating Hours & Staff Preparation Hours

Central: Public Operating Hours, Non-Public Operating Hours, Staff Preparation Hours and Non-Staff Preparation Hours

4.22.3 SWEEP FLOORS

After the floor has been swept, the entire floor surface, including corners and abutments, will be free of litter, dust and foreign debris. Chairs, trash receptacles, and easily moveable items shall be tilted or moved to sweep underneath. All furniture will be returned to its original position upon completion of the task.

FREQUENCY: Daily

PERFORMED: Public Operating Hours & Staff Preparation Hours

Central: Public Operating Hours, Non-Public Operating Hours, Staff Preparation Hours and Non-Staff Preparation Hours

4.22.4 LOW DUSTING

Low dusting will consist of the removal of all dust, lint, litter, and dry soil from the surfaces of desks, chairs, file cabinets, bookshelves, and other types of office furniture and equipment and from horizontal ledges, window sills, hand rails, etc. to a line not to exceed 10' above floor level. Venetian blinds, where installed, are included in low dusting.

FREQUENCY: Weekly

Central: Daily

PERFORMED: Public Operating Hours & Staff Preparation Hours

Central: Public Operating Hours, Non-Public Operating Hours, Staff Preparation Hours and Non-Staff Preparation Hours

4.22.5 SPOT CLEAN

Remove smudges, fingerprints, marks, streaks, etc., from washable surfaces of walls, partitions, fixtures, doors and floors including, but not limited to, carpet, vinyl composition tile, ceramic tile and wood. Germicidal detergent shall be used in restrooms, break areas, and drinking fountains. Brass hardware, aluminum bars, and other metal on doors and cigarette urns shall be polished with an appropriate polishing compound. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots and other evidence of removed soil. Proper techniques and cleaning solutions must be used in order to prevent discoloration or any type of damage to surfaces.

FREQUENCY: Daily

PERFORMED: Public Operating Hours & Staff Preparation Hours

Central: Public Operating Hours, Non-Public Operating Hours, Staff Preparation Hours and Non-Staff Preparation Hours

4.22.6 SPOT CLEANING OF CARPET

All carpet will be cleaned utilizing accepted furniture cleaning practices. This cleaning will be upon request of the Library Department Facilities Coordinator or designated Branch Manager.

ESTIMATED FREQUENCY: As Required (will be less often than weekly)

PERFORMED: Non-Staff Preparation Hours

Central: Public Operating Hours, Non-Public Operating Hours, Staff Preparation Hours and Non-Staff Preparation Hours

4.22.7 INSPECT AND RESUPPLY RESTROOMS

Restrooms must be inspected at least three times daily (morning, afternoon and evening)(Central: every 30-45 minutes), and shall be stocked with a minimum of a two-day supply of toilet paper, towels, soap, or other supplies.

FREQUENCY: Three Times Daily (Morning, Afternoon, Evening)

Central: Every 30-45 minutes or as needed

PERFORMED: Public Operating Hours & Staff Preparation Hours

Central: Public Operating Hours, Non-Public Operating Hours, Staff Preparation Hours and Non-Staff Preparation Hours

4.22.8 GLASS CLEANING

Glass includes all glass partitions, interior and exterior glass doors, windows, display cases, directory boards, cashiers, security control stations, mirrors and adjacent trim. After glass cleaning there shall be no traces of film, dirt, smudges, water and other foreign matter.

FREQUENCY: Weekly

Central: Daily

PERFORMED: Public Operating Hours & Staff Preparation Hours

Central: Public Operating Hours, Non-Public Operating Hours, Staff Preparation Hours and Non-Staff Preparation Hours

4.22.9 CLEAN AND DISINFECT RESTROOMS

- (a) Remove Trash
- (b) Sweep Floor
- (c) Mop Floor
- (d) Low Dusting
- (e) Spot Clean
- (f) Glass Cleaning
- (g) Clean & Disinfect Toilet Bowls
- (h) Clean Lavatories
- (i) Clean & Disinfect Urinals

- (j) Refill Dispensers
- (k) Clean Partitions
- (l) Clean Stalls
- (m) Clean Walls
- (n) Clean All Other Fixtures Not Covered Above.
- (o) Wet floor signs should be prominently displayed to prevent injury to library staff and the public.
- (p) Clean and Disinfect Diaper Changing Stations

FREQUENCY: Minimum of Three Times Daily or as required to maximize the cleanliness of the restrooms for library patrons

PERFORMED: Public Operating Hours & Staff Preparation Hours

Central: Public Operating Hours, Non-Public Operating Hours, Staff Preparation Hours and Non-Staff Preparation Hours

4.22.10 WASH DOWN RESTROOMS

Restroom ceramic and partition walls must be washed off, scrubbed, and dried. Sheetrock walls must be thoroughly cleaned. All fixtures with the exception of hand dryer must be washed down, scrubbed, and dried. Ceramic floors must be buffer scrubbed, cleaned, and dried. Restroom must be restocked after full cleaning.

FREQUENCY: Monthly

PERFORMED: Public Operating Hours, Non-Public Operating Hours, Staff Preparation Hours and Non-Staff Preparation Hours

4.22.11 LAS PALMAS/BENAVIDES LEARNING CENTER

The Las Palmas Branch Library located at 515 Castroville Road is a joint-use facility with the Department of Community Initiatives as a tenant agency. The Library is located on the west side of the building and Benavides Learning Center is located on the east side of the building. There is a common hallway with meeting room and restroom access. The Benavides Learning Center is open approximately 20 hours more per week than the library facility; therefore, their patrons have the need for restroom/meeting room maintenance. The hallway, restrooms and meeting room need to be maintained using the same standards as mentioned elsewhere in this contract. Since the Benavides Learning Center opens earlier and stays open later than the Library, additional coverage is required:

Monday	8:00 am-11:00am and 8:00 pm-9:00 pm
Tuesday	8:00 am-9:00 am and 6:00 pm-9:00 pm
Wednesday	8:00 am-11:00am and 8:00 pm-9:00 pm
Thursday	8:00 am-9:00 am and 6:00 pm-9:00 pm
Friday	8:00 am-9:00 am and 6:00 pm-9:00 pm
Saturday	8:00 am-9:00 am and 6:00 pm-9:00 pm
Sunday	No additional coverage needed

FREQUENCY: Maximize the cleanliness of the restrooms for Library and Learning Center patrons

PERFORMED: Public Operating Hours & Staff Preparation Hours

4.22.12 SAFELY REACHABLE WINDOW LEDGES

Exterior window ledges, not to exceed 10 feet in height, are to be cleaned of bird droppings, dust, grime, and other foreign matter.

FREQUENCY: Weekly/As Required

PERFORMED: Public Operating Hours & Staff Preparation Hours

Central: Public Operating Hours, Non-Public Operating Hours, Staff Preparation Hours and Non-Staff Preparation Hours

4.22.13 RECYCLING PROGRAM

Contractor shall participate in the City's paper, aluminum, and plastic recycling program. Contractor shall pickup recycled materials contained in specially marked containers and deposit same in a designated location at each facility. On trash pickup day, Contractor shall place recycling containers by the curb as designated by the Library Department Facilities Coordinator or designated branch manager.

FREQUENCY: Twice Weekly

Central: Daily

PERFORMED: Public Operating Hours & Staff Preparation Hours

Central: Public Operating Hours, Non-Public Operating Hours, Staff Preparation Hours and Non-Staff Preparation Hours

4.22.14 ENTRANCES / WALKWAYS / TERRACES / PATIOS AND BALCONIES

Contractor shall sweep all entrances, floor mats, walkways, terraces, patios, and balconies and pick up trash before normal public operating hours. Wash all entry floor mats weekly. Trash pickup includes all of the library grounds, and includes emptying and replacing all trash liners.

FREQUENCY: Daily, except as noted.
PERFORMED: Public Operating Hours & Staff Preparation Hours
Central: Public Operating Hours, Non-Public Operating Hours, Staff Preparation Hours and Non-Staff Preparation Hours

4.22.15 CHANGING LIGHT BULBS/FLOURESCENT TUBES

Contractor shall change all safely reachable light bulbs/tubes not to exceed 10 feet in height. Light bulbs will be supplied by the City.

FREQUENCY: As Required
PERFORMED: Public Operating Hours & Staff Preparation Hours
Central: Public Operating Hours, Non-Public Operating Hours, Staff Preparation Hours and Non-Staff Preparation Hours

4.22.16 PARKING LOTS

Contractor shall pick up trash in the library facility parking lots. During periods of heavy rainfall, Contractor shall, at City's request, sweep designated areas of the parking lot in order to removed collected dirt and debris.

FREQUENCY: Twice Daily
Central: Twice Daily or As Required
PERFORMED: Public Operating Hours & Staff Preparation Hours
Central: Public Operating Hours, Non-Public Operating Hours, Staff Preparation Hours and Non-Staff Preparation Hours

4.22.17 HIGH DUSTING

High dusting consists of the removal of all dust, lint, litter, and dry soil from all surfaces exceeding 10 feet in height.

ESTIMATED FREQUENCY: Every 6 Months
Central: Every 3 Months
PERFORMED: Public Operating Hours & Staff Preparation Hours
Central: Public Operating Hours, Non-Public Operating Hours, Staff Preparation Hours and Non-Staff Preparation Hours

4.22.18 INDOOR GRAFFITI REMOVAL

Contractor shall remove graffiti (tagging) of library facilities' interiors. Most graffiti is removed with cleanser and rag. More difficult graffiti should be reported to Library Department Facilities Coordinator or designated branch manager so that other arrangements can be made.

ESTIMATED FREQUENCY: Quarterly or As Required
Central: Daily
PERFORMED INTERIOR: Public Operating Hours & Staff Preparation Hours
Central: Public Operating Hours, Non-Public Operating Hours, Staff Preparation Hours and Non-Staff Preparation Hours

4.22.19 BREAK ROOM CLEANING

Library staff is responsible for cleaning up after themselves when using the break room. However, Contractor shall periodically clean the break room, including the refrigerator, microwave and stove.

ESTIMATED FREQUENCY: As Required
PERFORMED: Public Operating Hours & Staff Preparation Hours
Central: Public Operating Hours, Non-Public Operating Hours, Staff Preparation Hours and Non-Staff Preparation Hours

4.22.20 RAISING/LOWERING FLAGS

The United States and Texas flags must be displayed on a daily basis. The Air Quality Alert flag must be displayed as dictated by the City of San Antonio. Contractor shall raise and lower flags in accordance with standard flag etiquette.

FREQUENCY: Daily
Central: Daily or As Required
PERFORMED: Public Operating Hours & Staff Preparation Hours
Central: Public Operating Hours, Non-Public Operating Hours, Staff Preparation Hours and Non-Staff Preparation Hours

4.22.21 MEETING ROOM SET-UP

In preparation for specific events at a branch location, Contractor shall set up tables, chairs, etc and take remove them once the event has occurred.

FREQUENCY: As Required

Central: As Required (Typically between 2-3 daily setups)

PERFORMED: Public Operating Hours & Staff Preparation Hours

Central: Public Operating Hours, Non-Public Operating Hours, Staff Preparation Hours and Non-Staff Preparation Hours

4.22.22 FLYERS, POSTERS, BANNERS AND CAMPAIGN SIGNS

In coordination with library staff, assist in the display of flyers, posters and banners.

FREQUENCY: As Required

PERFORMED: Public Operating Hours & Staff Preparation Hours

Central: Public Operating Hours, Non-Public Operating Hours, Staff Preparation Hours and Non-Staff Preparation Hours

4.22.23 MINOR LANDSCAPE MAINTENANCE

On an as needed basis, hand watering of landscaped areas including, but not limited to plants, bushes, flowers, trees and grass. This task includes the periodic water replenishment of tree gator bags.

FREQUENCY: As Required

PERFORMED: Public Operating Hours & Staff Preparation Hours

Central: Public Operating Hours, Non-Public Operating Hours, Staff Preparation Hours and Non-Staff Preparation Hours

4.22.24 WEATHER PREPARATION

During freezing weather conditions, Contractor shall distribute de-icing agents provided by the City on walkways.

FREQUENCY: As Required

PERFORMED: Staff Preparation Hours

Central: Public Operating Hours, Non-Public Operating Hours, Staff Preparation Hours and Non-Staff Preparation Hours

4.22.25 HIGH TOUCH AREAS

In relation to reducing the spread of potential illness such as flu, provide more frequent cleaning of "high touch" areas.

FREQUENCY: As Required

PERFORMED: Public Operating Hours & Staff Preparation Hours

Central: Public Operating Hours, Non-Public Operating Hours, Staff Preparation Hours and Non-Staff Preparation Hours

4.22.26 VACUUM CARPET

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

FREQUENCY: Daily

PERFORMED: Staff Preparation Hours

Central: Public Operating Hours, Non-Public Operating Hours, Staff Preparation Hours and Non-Staff Preparation Hours

4.22.27 MOP FLOORS

All accessible areas shall be mopped. Chairs, trash receptacles and easily moveable items shall be moved to mop underneath. After being mopped, the floor shall have a uniform appearance, with no streaks, swirl marks, detergent residue, or any evidence of soil, stains, film debris or standing water. To accomplish these tasks, clean water shall be used as well as the proper chemicals/cleaners to assure these areas are free of any germs or stains. Wet floor signs should be prominently displayed to prevent injury to library staff and the public. All floors will be cleaned and disinfected when the following types of spills occur: bodily substance, vomit, excrement, urine spills and blood spills. Contractor will provide protective clothing to employees required to perform these services.

FREQUENCY: Daily

PERFORMED: Staff Preparation Hours

Central: Public Operating Hours, Non-Public Operating Hours, Staff Preparation Hours and Non-Staff Preparation Hours

4.22.28 DRY BUFFING

After dry buffing, floors shall present a uniform glossy appearance. Buffing will only be done after cleaning of floors. Dry buffing shall be accomplished using a snap back solution.

FREQUENCY: Weekly
Central: Twice Weekly or As Required
PERFORMED: Staff Preparation Hours
Central: Public Operating Hours, Non-Public Operating Hours, Staff Preparation Hours and Non-Staff Preparation Hours

4.22.29 FLOOR BURNISHING

After dry buffing, floors shall present a uniform glossy appearance. Buffing will only be done after cleaning of floors. Burnishing shall be accomplished using a snap back solution.

FREQUENCY: Bi-weekly or As Required
Central Only: Public Operating Hours, Non-Public Operating Hours, Staff Preparation Hours and Non-Staff Preparation Hours

4.22.30 SHAMPOO CARPET

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

ESTIMATED FREQUENCY: Quarterly
Central: Monthly
PERFORMED: Non-Public Operating Hours and Non-Staff Preparation Hours
Central: Public Operating Hours, Non-Public Operating Hours, Staff Preparation Hours and Non-Staff Preparation Hours

4.22.31 FLOOR MAINTENANCE

All vinyl composition tiles (VCT), ceramic and other type installed tiles, wood, sheet vinyl, laminate, and all floors which require floor maintenance techniques, as determined by City, shall receive floor maintenance. Floor maintenance includes stripping of old wax and the application of a sealant and (5) two coats of (20% solids or equivalent to 100% solids of floor finish to all floor areas. After receiving floor maintenance, the entire floor shall have a coating of floor finish having a uniform glossy appearance, and be free of litter, dust, foreign debris, scuff marks, heel marks, and other stains and discoloration. All floor maintenance solutions shall be removed from baseboards, furniture, trash receptacles, etc. Chairs, trash receptacles and easily moveable items shall be moved to maintain floor underneath. All moved items shall be returned to their proper position when all operations are completed. Floor maintenance includes the techniques of stripping, application of sealant and floor finish and buffing required, achieving the above stated results. Floor finish is only to be applied to floor surfaces which have been thoroughly cleaned. All concrete, epoxy and rubber flooring surfaces shall be swept and mopped to achieve a clean appearance. After quarterly floor cleanings, Contractor personnel shall return the facility to its original condition, i.e. return furniture to its original placement so that City staff will not have to arrange the furniture before opening to the public the following morning.

ESTIMATED FREQUENCY (Strip and Wax): Every 6 Months and at Central (or As Required)
ESTIMATED FREQUENCY (Recoat) Quarterly
PERFORMED: Non-Public Operating Hours and Non-Staff Preparation Hours
Central: Public Operating Hours, Non-Public Operating Hours, Staff Preparation Hours and Non-Staff Preparation Hours

4.22.32 LANDA BRANCH LIBRARY AND ASSOCIATED LANDA GARDENS

Contractor shall empty trash containers and replace plastic liners, regardless of the distance of the trash container from the building.

ESTIMATED FREQUENCY: Daily
PERFORMED EXTERIOR: Public Operating Hours & Staff Preparation Hours

4.22.33 BOOK DROPS

Contractor will ensure the cleanliness of the interior of the outside book drops.

ESTIMATED FREQUENCY: As Required
PERFORMED EXTERIOR: Public Operating Hours & Staff Preparation Hours

4.22.34 DISPOSING OF WITHDRAWN OR DISCARDED LIBRARY MATERIALS

Contractor shall assist in the process of disposing of library materials that have been withdrawn from the library collection. Contractor shall assist staff in the removal of book covers and dust jackets and placing item in recycle bins.

ESTIMATED FREQUENCY: As Required (will be less often than weekly)
PERFORMED: Public Operating Hours & Staff Preparation Hours
Central: Public Operating Hours, Non-Public Operating Hours, Staff Preparation Hours and Non-Staff Preparation Hours

4.22.35 SPOT CLEANING OF UPHOLSTERED FURNITURE

All furniture (upholstered and non-upholstered) will be cleaned utilizing accepted furniture cleaning practices. This cleaning will be upon request of the Library Department Facilities Coordinator or designated Branch Manager.

ESTIMATED FREQUENCY: As Required (will be less often than weekly)
PERFORMED: Non-Staff Preparation Hours
Central: Public Operating Hours, Non-Public Operating Hours, Staff Preparation Hours and Non-Staff Preparation Hours

4.22.36 CAMPAIGN SIGNS

Picking up campaign signs after the election has concluded.

ESTIMATED FREQUENCY: As Required (will be during local and federal election periods only)
PERFORMED: Public Operating Hours & Staff Preparation Hours
Central: Public Operating Hours, Non-Public Operating Hours, Staff Preparation Hours and Non-Staff Preparation Hours

4.22.37 OUTDOOR EXERCISE STATIONS AT MISSION, PARMAN, MEMORIAL AND TOBIN AT OAKWELL

Contractor shall empty trash containers and replace at outdoor exercise stations, and replenish Degradable Dog Waste Pick-Up Bags at the Parman location.

ESTIMATED FREQUENCY: Daily
PERFORMED: Public Operating Hours, Non-Public Operating Hours, Staff Preparation Hours and Non-Staff Preparation Hours

4.23 NONROUTINE CLEANING TASKS

TASK DEFINITION AND ESTIMATED FREQUENCY CHART

These services will also be performed for Central Library if full services are awarded for that location. Frequency and hours performed are the same for the branch locations and Central Library, unless otherwise noted below.

4.23.1 PRESSURE WASHING

Contractor shall perform pressure washing of outdoor surfaces, including but not limited to walls, sidewalks and driveways, upon request by the Library Department Facilities Coordinator or designated branch manager adhering to San Antonio Water Systems (SAWS), guidelines, policies, and restrictions. Cleaning agents must be approved in advance by Library Facilities Coordinator or his designee.

ESTIMATED FREQUENCY: As Required
PERFORMED: Staff Preparation Hours
Central: Public Operating Hours, Non-Public Operating Hours, Staff Preparation Hours and Non-Staff Preparation Hours

4.23.2 OUTDOOR GRAFFITI REMOVAL

Contractor shall removal graffiti (tagging) of library facilities' exteriors. Most graffiti is removed with cleanser and rag. More difficult graffiti should be reported to Library Department Facilities Coordinator or designated branch manager so that other arrangements can be made.

ESTIMATED FREQUENCY: As Required
PERFORMED: Public Operating Hours & Staff Preparation Hours
Central: Public Operating Hours, Non-Public Operating Hours, Staff Preparation Hours and Non-Staff Preparation Hours

4.23.3 SPECIAL EVENTS

Contractor shall provide custodial services at Library facilities for special after hour events if requested by Event Sponsors pursuant to contracts entered into between Contractor and Event Sponsors. The particular custodial requirements shall be specified in the contract between Contractor and Event Sponsor. These services shall be scheduled and arranged by Event Sponsor. Contractor shall lock up the facility after cleaning. City not a party to the contract between Contractor and Event Sponsor and is not liable for payment to Contractor for its services to Event Sponsor.

Contractor shall inform City of its hourly rate for the provision of services to Event Sponsors, which will includes labor, chemical and cleaning supplies. Contractor shall notify City if it changes its rates.

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

ESTIMATED FREQUENCY:	As Required
PERFORMED:	Public Operating Hours & Staff Preparation Hours
Central:	Public Operating Hours, Non-Public Operating Hours, Staff Preparation Hours and Non-Staff Preparation Hours

4.24 AS REQUESTED CLEANING TASKS

TASK DEFINITION AND ESTIMATED FREQUENCY CHART

4.24.1 AUGMENT CENTRAL LIBRARY CUSTODIAL STAFF

Contractor shall augment Central Library custodial staff by providing custodians who shall work Monday through Friday from 7:00 a.m. – 4:00 p.m. with a one hour lunch break taken from 11:00 a.m. through 12:00 p.m. Contractor's custodians must remain in contact with Library Custodial Services Supervisor by radio, which will be provided by City during the custodian's shift. Custodians shall pick up the radio from the Library Custodial Services Supervisor or his designee at the beginning of each shift and leave it with the Library Custodial Services Supervisor or his designee at the end of each shift. Contractor's custodians shall perform the following cleaning tasks on a daily basis, unless otherwise indicated below. Regardless of the required contact with City's staff person at this location, Contractor's custodians shall, at all times, remain the employees of Contractor, under Contractor's direct supervision and control. If the work assigned is not being performed properly, City shall notify Contractor's designated representative, who shall be responsible for ensuring all tasks are completed.

<u>TASK</u>	<u>FREQUENCY</u>
Accomplish general cleaning	Once Daily
Vacuum	Once Daily
Sweep/dust mop (Staircases and other areas as needed)	Once Daily
Clean/monitor restrooms (Restock and service, clean restroom)	Every 30-45 minutes Or As Needed
Empty trash out in different areas and replace liners	Twice Daily
Assist in cleaning exterior	Twice Daily
Clean Walls	Once Daily
Dust shelves/counters	Once Daily
Clean/disinfect reading tables and computers	Once Daily/As Needed
Remove graffiti from various areas	As Needed
Change light bulbs (Contractor shall only be responsible for light bulbs that do not exceed 10' in height)	As Needed
Buffing floors and carpet extracting	As Needed
Assist with room setups	As Needed
Clean as needed, but not limited to the above list	As Needed
PERFORMED:	Public Operating Hours & Staff Preparation Hours

4.25 CONTRACTOR FURNISHED SUPPLIES

4.25.1 Contractor shall maintain a minimum standard of supplies in order to fulfill the requirements of this proposal. The following is a sample list of supplies, equipment and materials which must be furnished by Contractor.

- (a) Bathroom tissue (2 ply only). City reserves the right to specify a specific brand of toilet tissue if Contractor fails to provide toilet tissue acceptable to the City.
- (b) Paper towels, natural or white, rolled or folded, in designated restrooms, lavatories, to include manual and motion sensor, battery operated dispensers.
- (c) Plastic liners for all waste receptacles. The waste receptacle liners must be of a transparent (clear) material and be a minimum weight of .001 and capable of being sealed when full. The City reserves the right to specify a specific brand of waste receptacle liner if Contractor fails to provide waste receptacle liners acceptable to the City.
- (d) Window cleaner, disinfectant, floor wax/sealer, deodorant, wax remover, polish for brass, detergents, aerosol deodorizer and wood paneling polish.
- (e) Buffers, vacuum cleaners, carpet shampoo machines, etc. High speed buffers for buffing and low speed buffers for stripping.
- (f) Dust cloths, wiping cloths, mops, brooms, etc.
- (g) Soap dispensers, as needed, including soap for all restrooms. The City reserves the right to specify a specific brand of hand soap if Contractor fails to provide hand soap acceptable to the City.

4.25.2 Any other chemicals, cleaning material, supplies and equipment required to comply with the contract.

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

4.25.4 **NOTE:** At Parman Library only, Contractor will supply Degradable Dog Waste Pick-Up Bags compatible with currently installed containers/dispensers. Should the City change the current containers/dispensers, Contractor will be required to provide products used with these new containers/dispensers at no additional cost to City.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or JULY 1, 2013, whichever is later. This contract shall terminate on JUNE 30, 2016.

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.

All or None Bid.

City of San Antonio will make award to one bidder only.

Internal / External Catalog.

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

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

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

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

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

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

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

- Manufacturer and Manufacturer part number
- Keywords, tags

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

Catalog Updates.

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

Insurance.

Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, Purchasing Division, which shall be clearly labeled "Annual Contract For Custodial Services For San Antonio Branch Libraries" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Finance Department, Purchasing Division. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

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

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

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Vendor herein, and provide a certificate of insurance and endorsement that names Vendor and City as additional insureds. Vendor shall provide City with said certificate and endorsement prior to

the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Vendor 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. Vendor shall pay any costs incurred resulting from said changes.

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

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

Name 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 City, with the exception of the workers' compensation and professional liability policies;

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

Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of City; and

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

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Vendor'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.

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

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

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

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

Vendor 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 – Respondent Questionnaire

Attachment A – Part Two – Experience, Background and Qualifications

Attachment A – Part Three – Proposed Plan

Attachment B – Price Schedule

Attachment C – Discretionary Contracts Disclosure Form

Attachment D – Litigation Disclosure Form

Attachment E – Small Business Economic Development Advocacy (SBEDA) Program Forms, Posted as separate documents

Attachment F – Proposal Checklist

Attachment G – AD 9.1 Recycling Participation

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

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

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

Invoicing and Payment.

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

Information Required On Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the

quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

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

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

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

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

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

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

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

- are made in writing, signed by the Director;
- do not involve an increase or decrease in contract price of more than \$50,000; and
- sufficient funds have already been allocated by City or are available to the Director to cover any increase in contract price.

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

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

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

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

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

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

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such

Documents available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

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

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

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

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

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

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

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

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

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

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

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

007 - SIGNATURE PAGE

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

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

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

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

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

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

Respondent Information

Please Print or Type

Vendor ID No. _____

Signer's Name _____

Name of Business _____

Street Address _____

City, State, Zip Code _____

Email Address _____

Telephone No. _____

Fax No. _____

City's Solicitation No. _____

Signature of Person Authorized to Sign Proposal

008 - STANDARD DEFINITION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS

RFCSP ATTACHMENT A, PART ONE

GENERAL INFORMATION

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

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

Respondent Name: _____

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

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

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____

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

DUNS NUMBER: _____

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

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

Partnership

Corporation If checked, check one: For-Profit Nonprofit

Also, check one: Domestic Foreign

Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

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

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

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

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

List Related Companies:

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ___ No ___

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

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

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

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

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

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

Years _____ Months _____

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

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

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

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

Years _____ Months _____

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

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

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

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

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

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

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

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

11. **Previous Contracts:**

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

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

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

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

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

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

REFERENCES

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

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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.

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

RFCSP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items.

1. Custodial Services Plan – Prepare and submit narrative responses to address the following items. Responses should be limited to a total of 20 pages.

2. Ramp Up Plan – Describe how Respondent will ramp up to meet the City's custodial service requirements to implement contract by July 1, 2013. Provide information such as badging and staffing, availability of products, stocking supplies and equipment. Indicate what the timeframes are for Respondents to be able to mobilize upon contract award. Indicate what communications solutions Respondent will employ to meet the requirements and Reporting.

3. Staffing Plan – Describe Respondent Staffing Plan for providing Custodial Services at Central and Various City Library Facilities. Provide a weekly staffing schedule which shows how the Respondent will cover all shifts. Provide the Respondent standard job description for Shift Supervisor and Janitor positions. Provide a color photograph of the Respondent proposed uniform.

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

a. Describe the number of Supervisor(s), custodians, and/or Project Manager(s) that will be assigned to the contract. Indicate the proposed time frame for performing custodial services at each location, i.e. between the hours of 1:00 pm – 3:00 pm; all day; etc.

b. Site: Provide the address of the facility which you will use for this project. Describe your current capacity to serve the contractual duties of this contract as well as additional capacity that you will need as a result of this contract. If additional resources are needed, describe your plan for acquiring these resources. Pictures or lists of equipment/resources readily available to perform required services may be used to expand or clarify.

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

5. Environmental Standards/Practices – Describe how you intend to utilize environmentally (green) products and cleaning practices.

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

7. Training Plan – Describe training and instruction programs that Respondent will provide to its employees working at the City.

8. Safety Plan – Describe how Respondent will implement a Safety Plan for the Contract.

9. Wages and Benefits Plan – Indicate the range of wages that Respondent has established for the Shift Supervisor and Custodian classifications. Provide minimum qualifications and information regarding what factors determine starting wages and subsequent increases. Indicate what benefits (e.g., retirement, medical, dental, vision, life insurance, disability insurance, wellness, leave and holidays, skills pay, tuition assistance, employee assistance program, etc.) will be provided to these job classifications and provide a cost per employee related to these benefits. Indicate what amount and percent of the costs are paid by the Respondent and what amount and percent are paid by the employee for each individual benefit. (Use charts to make this information clear.) Indicate if the benefits provided to these job classes are the same, and at the same cost, as benefits provided or made available to other job classifications in the Respondent firm.

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

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

INDICATE THE PROPOSED NUMBER OF CUSTODIANS AND PROPOSED DAILY WORKING HOURS TO SUCCESSFULLY COMPLETE THE REQUIREMENTS AT EACH LOCATION

ITEM #	<u># of Custodians</u>	<u>PROPOSED HOURS</u>							<u>Total Weekly Hours Per Custodian</u>	<u>Total Extended Weekly Hours for All Custodians</u>
		<u>Sun</u>	<u>Mon</u>	<u>Tues</u>	<u>Wed</u>	<u>Thur</u>	<u>Fri</u>	<u>Sat</u>		
Bazan										
Brookhollow										
Carver										
Central										
Cody										
Collins Garden										
Cortez										
Forest Hills										
Great Northwest										
Guerra										
Igo										
Johnston										
Landa										
Las Palmas										
Maverick										
McCreless										

Memorial										
Mission										
Pan American										
Parman										
San Pedro										
Semmes										
Thousand Oaks										
Tobin at Oakwell										
Westfall										
District 2 Proposed Library										
District 6 Proposed Library										
District 9 Proposed Library										

**RFCSP ATTACHMENT B
PRICE SCHEDULE**

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

ITEM I: COST OF ROUTINE CLEANING TASKS

Indicate the price per square foot per month for performing all routine cleaning tasks. This price will be used for all facilities identified in this document, and those that may be added by change order at a later date. The price for full services for the Central Library are stated in Item 1A below.

Price per square foot per month: \$ _____.

* City's estimated square footage shall control.

ITEM IA: COST OF ROUTINE CLEANING TASKS FOR FULL SERVICES AT CENTRAL LIBRARY

\$ _____ (monthly rate)

ITEM II: COST OF NON-ROUTINE CLEANING TASKS (APPLICABLE TO ALL FACILITIES)

A	HOT WATER PRESSURE WASHING, 3,000 psi minimum/3,500 maximum	
Estimated Annual Quantity	Price per sq ft per event	Extended Price
6,000 sq feet	\$ _____	\$ _____

B	OUTDOOR GRAFFITI REMOVAL	
Estimated Annual Quantity	Price sq ft per event	Extended Price
10,000 sq feet	\$ _____	\$ _____

***ITEM III: HOURLY RATES FOR DAY PORTER, EXTENDED SERVICE HOURS, SPECIAL FUNCTION HOURS (APPLICABLE TO ALL FACILITIES)**

A DAY PORTER

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

B EXTENDED SERVICE HOURS

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

C SPECIAL FUNCTION HOURS

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

IV: STAFF AUGMENTATION SERVICES

Job Classification	Daily rate
Custodian	\$ _____

RFCSP ATTACHMENT C

DISCRETIONARY CONTRACTS DISCLOSURE FORM

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

Instructions for completing the Discretionary Contracts Disclosure form are listed below:

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

RFCSP ATTACHMENT D

LITIGATION DISCLOSURE FORM

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

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

RFCSP ATTACHMENT E

SBEDA FORM(S)

Posted as separate documents.

RFCSP ATTACHMENT F

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	
Pricing Schedule RFCSP Attachment B	
Discretionary Contracts Disclosure form RFCSP Attachment C	
Litigation Disclosure RFCSP Attachment D	
* SBEDA Form RFCSP Attachment E; and Associated Certificates, if applicable	
Financial Information	
Proof of Insurability (See RFCSP Exhibit 5) Insurance Provider's Letter Copy of Current Certificate of Insurance	
* Signature Page (only required for a hard copy submission) RFCSP Section 007.	
Proposal Checklist RFCSP Attachment F	
One (1) Original, Seven (7) copies and one (1) CD of entire proposal in PDF format if submitting in hard copy.	

*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.

010 - RFCSP EXHIBITS

RFCSP EXHIBIT 1

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM

A. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements. In the absence of a waiver granted by the SBO, failure of a Prime Contractor to commit in its response, through fully-documented and signed SBO-promulgated Subcontractor/Supplier Utilization Plan form, to satisfying the SBE subcontracting goal shall render its response NON-RESPONSIVE.

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

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

B. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2010-06-17-0531 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development (EDD) website page and is also available in hard copy form upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of this Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

C. Definitions

Affirmative Procurement Initiatives (API) – Refers to various Small Business Enterprise, Minority Business Enterprise, and/or Women Business Enterprise ("S/M/WBE") Program tools and Solicitation Incentives that are used to encourage greater Prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE program tools, see Section III. D. of Attachment A to the SBEDA Ordinance.)

Certification or "Certified" – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City accepts any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO,

provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6 of Attachment A.

Centralized Vendor Registration System (CVR) – a mandatory electronic system wherein the City requires all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

Commercially Useful Function – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed. The use of S/M/WBE firms by CONTRACTOR to perform such “pass-through” or “conduit” functions that are not commercially useful shall be viewed by the CITY as fraudulent if CONTRACTOR attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE subcontractor or joint venture partner towards attainment of S/M/WBE utilization goals, and the CONTRACTOR and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

Evaluation Preference – an API that may be applied by the Goal Setting Committee (“GSC”) to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime CONTRACTORS or Respondents.

Good Faith Efforts – documentation of the CONTRACTOR’s or Respondent’s intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation within a solicitation response reflecting the Respondent’s commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SBE or M/WBE subcontract opportunities on the City of San Antonio website; solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office’s directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor’s posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.) The appropriate form and content of CONTRACTOR’s Good Faith Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.

HUBZone Firm – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

Independently Owned and Operated – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests

in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

Individual – an adult person that is of legal majority age.

Industry Categories – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering (A&E), Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as “business categories.”

Minority/Women Business Enterprise (M/WBE) – firm that is certified as a Small Business Enterprise and also as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

M/WBE Directory – a listing of minority- and women-owned businesses that have been certified for participation in the City’s M/WBE Program APIs.

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified a Small Business Enterprise and also as being at least fifty-one percent (51%) owned, managed and controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the CITY. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term “MBE” as used in this Ordinance is not inclusive of women-owned business enterprises (WBEs).

Minority Group Members – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

African-Americans: Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian, or West Indian.

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

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

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

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

Payment – dollars actually paid to CONTRACTORS and/or Subcontractors and vendors for CITY contracted goods and/or services.

Points – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, and Other Services contracts (e.g., up to 10 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

Prime Contractor – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City. For purposes of this agreement, this term refers to the CONTRACTOR.

Relevant Marketplace – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the MGT Studies, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

Respondent – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City. For purposes of this agreement, CONTRACTOR is the Respondent.

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

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

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

SBE Directory - a listing of small businesses that have been certified for participation in the City's SBE Program APIs.

Significant Business Presence – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

Small Business Enterprise (SBE) – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

Small Business Office (SBO) – the office within the Economic Development Department (EDD) of the CITY that is primarily responsible for general oversight and administration of the S/M/WBE Program.

Small Business Office Manager – the Assistant Director of the EDD of the CITY that is responsible for the management of the SBO and ultimately responsible for oversight, tracking, monitoring, administration, implementation and reporting of the S/M/WBE Program. The SBO Manager is also responsible for enforcement of contractor and vendor compliance with contract participation requirements, and ensuring that overall Program goals and objectives are met.

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

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor or CONTRACTOR in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of each binding agreement between the CONTRACTOR and its subcontractors shall be submitted to the CITY prior to execution of this contract agreement and any contract modification agreement.

Suspension – the temporary stoppage of the SBE or M/WBE firm's beneficial participation in the CITY's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7 of Attachment A to the SBEDA Ordinance, or the temporary stoppage of CONTRACTOR's and/or S/M/WBE firm's performance and payment under CITY contracts due to the CITY's imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

Subcontractor/Supplier Utilization Plan – a binding part of this contract agreement which states the CONTRACTOR's commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture

partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee.

Women Business Enterprises (WBEs) - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being a Small Business Enterprise and that is at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term "WBE" as used in this Agreement is not inclusive of MBEs.

D. SBEDA Program Compliance – General Provisions

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

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its Subcontractors with this term;
2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its Subcontractors or suppliers;
3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
4. CONTRACTOR shall immediately notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.
5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.
6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.

7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.
8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the CONTRACTOR and each of its Subcontractors for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System, and CONTRACTOR has represented to CITY which primary commodity codes each registered Subcontractor will be performing under for this contract.

E. SBEDA Program Compliance – Affirmative Procurement Initiatives

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

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

SBE Subcontracting Program. In accordance with SBEDA Ordinance Section III. D. 7. (e), this contract is being awarded pursuant to the SBE Subcontracting Program. CONTRACTOR agrees to subcontract at least **twenty-six percent (26%)** of its prime contract value to certified SBE firms headquartered or having a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA). The Subcontractor / Supplier Utilization Plan that CONTRACTOR submitted to CITY with its response for this contract (or, as appropriate, that it agrees to submit during the price proposal negotiation phase of this contract), and that contains the names of the certified SBE Subcontractors to be used by CONTRACTOR on this contract, the respective percentages of the total prime contract dollar value to be awarded and performed by each SBE Subcontractor, and documentation including a description of each SBE Subcontractor's scope of work and confirmation of each SBE Subcontractor's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Agreement. In the absence of a waiver granted by the SBO, the failure of CONTRACTOR to attain this subcontracting goal for SBE firm participation in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and grounds for termination of the contract with the CITY, and may result in debarment from performing future CITY contracts, withholding of payment for retainage equal to the dollar amount of the underutilization below the agreed upon SBE subcontracting goal, and/or shall be subject to any other remedies available under the terms of this Agreement for violations of the SBEDA Ordinance, or under any other law; **and**

MWBE Subcontracting Program. In accordance with SBEDA Ordinance Section III. D. 8. (d), this contract is being awarded pursuant to the M/WBE Subcontracting Program. CONTRACTOR agrees to subcontract at least **twenty-four percent (24%)** of its prime contract value to certified M/WBE firms headquartered or have a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA). The Subcontractor / Supplier Utilization Plan that CONTRACTOR submitted to CITY with its response for this contract (or, as appropriate, that it agrees to submit during the price proposal negotiation phase of this contract), and that contains the names of the certified M/WBE Subcontractors to be used by CONTRACTOR on this contract, the respective percentages of the total prime contract dollar value to be awarded and performed by each M/WBE Subcontractor, and documentation including a description of each M/WBE Subcontractor's scope of work and confirmation of each M/WBE Subcontractor's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Agreement. In the absence of a waiver granted by the SBO, the failure of CONTRACTOR to attain this subcontracting goal for SBE or M/WBE firm participation in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and grounds for termination of the contract with the CITY, and may result in debarment from performing future CITY contracts, withholding of payment for retainage equal to the dollar amount of the underutilization below the agreed upon SBE or M/WBE subcontracting goals, and/or shall be subject to any other remedies available under the terms of this Agreement for violations of the SBEDA Ordinance, or under any other law.

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

G. Prompt Payment

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

H. Violations, Sanctions and Penalties

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

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

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

1. Suspension of contract;
2. Withholding of funds;

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

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.	74-2688702
Signer's Name	John R. Aleman
Name of Business	Selrico Services, Inc.
Street Address	717 W. Ashby Place
City, State, Zip Code	San Antonio, Texas 78212
Email Address	RickA@selricoservices.com
Telephone No.	210-737-8220
Fax No.	210-737-7994
City's Solicitation No.	6100002259



Signature of Person Authorized to Sign Proposal

**RFCSP ATTACHMENT B
PRICE SCHEDULE**

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

ITEM I: COST OF ROUTINE CLEANING TASKS

Indicate the price per square foot per month for performing all routine cleaning tasks. This price will be used for all facilities identified in this document, and those that may be added by change order at a later date. The price for full services for the Central Library are stated in Item 1A below.

Price per square foot per month: \$.291

* City's estimated square footage shall control.

ITEM IA: COST OF ROUTINE CLEANING TASKS FOR FULL SERVICES AT CENTRAL LIBRARY

\$.215 (~~monthly rate~~) price per square foot per month

ITEM II: COST OF NON-ROUTINE CLEANING TASKS (APPLICABLE TO ALL FACILITIES)

A	HOT WATER PRESSURE WASHING, 3,000 psi minimum/3,500 maximum	
	Estimated Annual Quantity	Price per sq ft per event
	6,000 sq feet	\$ <u>.26</u>
		Extended Price
		\$ <u>1,560.00</u>

B	OUTDOOR GRAFFITI REMOVAL	
	Estimated Annual Quantity	Price sq ft per event
	10,000 sq feet	\$ <u>2.40</u>
		Extended Price
		\$ <u>24,000.00</u>

***ITEM III: HOURLY RATES FOR DAY PORTER, EXTENDED SERVICE HOURS, SPECIAL FUNCTION HOURS (APPLICABLE TO ALL FACILITIES)**

A DAY PORTER

Job Classification	Hourly Rate
Supervisor	\$ <u>16.00</u>
Custodian	\$ <u>13.00</u>

B EXTENDED SERVICE HOURS

Job Classification	Hourly Rate
Supervisor	\$ 18.00 _____
Custodian	\$ 15.00 _____

C SPECIAL FUNCTION HOURS

Job Classification	Hourly Rate
Supervisor	\$ 16.00 _____
Custodian	\$ 13.00 _____

IV: STAFF AUGMENTATION SERVICES

Job Classification	Daily rate Hourly rate
Custodian	\$ 16.00 _____