LOC/jlf
2/18/16
Item No. 7

AN ORDINANCE 2016-02-18-0096

AUTHORIZING A CONTRACT WITH DUE AMICIS, INC. D/B/A GREEN LANDSCAPING TO PROVIDE MOWING SERVICES AT 16 HISTORICAL CEMETERIES FOR THE PARKS AND RECREATION DEPARTMENT FOR AN ESTIMATED AMOUNT OF $90,000.00 ANNUALLY, FUNDED FROM THE CITY CEMETERIES FUND.

* * * * *

WHEREAS, the City released Request for Competitive Sealed Proposals (RFCSP) to provide the City with mowing services at 16 Historical Cemeteries for the Parks and Recreation Department; and

WHEREAS, four responses were received and evaluated; and

WHEREAS, the proposals from LaMed Facility Maintenance and Cantu Contracting, Inc. were deemed nonresponsive for failing to meet subcontracting requirements; and

WHEREAS, staff recommends Due Amicis, Inc. d/b/a Green Landscaping 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 Due Amicis, Inc. d/b/a Green Landscaping to provide the City with mowing services at 16 Historical Cemeteries for the Parks and Recreation Department 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 and incorporated herein for all purposes as **Exhibit I**. A copy of the proposal may be inspected in the offices of the Purchasing Division of the Finance Department.

SECTION 2. The amounts will be encumbered upon issuance of a purchase order, and payment is authorized to Due Amicis, Inc. d/b/a Green Landscaping. All expenditures will be in accordance with the Fiscal Year 2016 and subsequent budgets that fall within the term period of this contract approved by City Council.

SECTION 3. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

PASSED AND APPROVED this 18th day of February, 2016.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**7 (in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 27, 28, 30A, 30C, 30D, 30E, 30F)**
Date:	02/18/2016
Time:	10:40:05 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing a contract with Due Amicis, Inc. dba Green Landscaping to provide mowing services at 16 historical cemeteries for the Parks and Recreation Department for an estimated amount of $90,000.00 annually, funded from the City Cemeteries Fund. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				x
Alan Warrick	District 2		x			x	
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5	x					
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

Exhibit I

RFCSP Mowing Services at Historical Cemeteries Score Summary RFx 6100006183 Evaluation	Maximum Points	Due Amicis, Inc. dba GreenLandscaping PO Box 700542 San Antonio, TX 78270	Maldonado Nursery & Landscape, Inc. 16343 Nacogdoches Rd. San Antonio, TX 78247
A - Experience, Background, Qualifications	35	27.40	15.40
B - Proposed Plan	35	27.00	16.80
A - B SUB-TOTAL	70	**54.40**	**32.20**
C - Price Schedule	15	15.00	14.64
D - SBEDA - SBE Prime Contract Program	15	15.00	0.00
C - D SUB-TOTAL	30	**30.00**	**14.64**
TOTAL SCORE	100	**84.40**	**46.84**
RANK BASED ON TOTAL SCORE		**1.00**	**2.00**

CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")
NO.: **6100006183**

ANNUAL CONTRACT FOR MOWING SERVICES AT
HISTORICAL CEMETERIES

Date Issued: **AUGUST 28, 2015**

BIDS MUST BE RECEIVED **NO LATER** THAN:
2:00 PM, CENTRAL TIME, OCTOBER 2, 2015

Proposals may be submitted by any of the following means:
Electronic submission through the Portal
Hard copy in person or by mail

Address for hard copy responses:

Physical Address:
City Clerk's Office
100 Military Plaza
2nd Floor, City Hall
San Antonio, Texas 78205

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

For Hard Copy Submissions, Mark Envelope

"ANNUAL CONTRACT FOR MOWING SERVICES AT HISTORICAL CEMETERIES"

Proposal Due Date: 2:00 p.m., CENTRAL TIME, OCTOBER 2, 2015

RFCSP No.: 6100006183

Respondent's Name and Address

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: YES DBE / ACDBE Requirements: NO

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

Pre-Proposal Conference * YES

* If YES, the Pre-Proposal conference will be held on SEPTEMBER 15, 2015 at 9:30 A.M., CT at RON DARNER BUILDING, TEXAS CONFERENCE ROOM, 5800 Old Hwy 90W., San Antonio, Texas 78227.

Staff Contact Person: RAMON SANCHEZ, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966. Email: Ramon.Sanchez@Sanantonio.gov SBEDA Contact Information: Irene Maldonado, EDD Manager, Irene.Maldonado@sanantonio.gov, 210-207-8124.

002 - TABLE OF CONTENTS

003 - INSTRUCTIONS FOR RESPONDENTS

PART A

Submission of Proposals.

Submission of Hard Copy Proposals. Submit one original signed in ink, and eight copies 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 Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form. The point of contact is Irene Maldonado. Irene may be reached by telephone at (210) 207-8124 or by e-mail at Irene.Maldonado@sanantonio.gov. *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

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

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

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Respondents are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be

distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged. Site Tours, if any, will begin at the conclusion of the conference.

A Pre-Proposal conference will be held on September 15, 2015 at 9:30 A.M., CT at Ron Darner Building, Texas Conference Room, 5800 Old Hwy 90W, San Antonio, Texas 78227. Site Tours of the following designated locations will begin at the conclusion of the conference (transportation will not be provided).

TIME	CEMETERY NAME	ADDRESS
11:00 A.M., Central Time	Cemetery #6	2015 E. Commerce, San Antonio, Texas 78203
11:20 A.M., Central Time	Confederate Cemetery	New Braunfels & E. Commerce, San Antonio, Texas 78203
11:40 A.M., Central Time	Cemetery #4	New Braunfels & E. Commerce, San Antonio, Texas 78203

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. 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.

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

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

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

Proposal Opening. Proposals will be opened publicly and the names of the respondents read aloud at 2:30 P.M. on the day the proposals are due. Proposal openings are held at Purchasing & General Services, Riverview Tower, 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 and eight 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/ContractsDisclosureForm.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** & **F**.

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSB) FORMS(S). Complete, sign and submit any and all VOSB forms(s), found in this RFCSP as Attachment **G**.

PROPOSAL BOND. Submit original proposal bond in the amount of $1,000.00. For electronic submissions, Respondent must provide the original proposal bond to the City Clerk prior to proposal due date in accordance with the instructions for submission of hard copy proposals.

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 **J.**

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

EVALUATION CRITERIA

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 (35 points)

Proposed Plan (35 points)

Price (15 points)

Small Business Economic Development Advocacy Program (SBEDA) (15 points)

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.

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 SCOPE

The City of San Antonio seeks proposals from qualified respondents interested in furnishing all labor, equipment, materials, expertise and tools required to perform mowing services at sixteen Historical City Cemetery properties. The mowing services will be performed in accordance with the specifications listed herein. These services are required in order to maintain the grounds appearance in an attractive and manicured manner. Mowing services shall include but are not limited to, mowing, edging, trimming, leaf/debris blowing, litter removal and sweeping. The scope of services does not include any irrigation, tree trimming or shrub pruning.

a. The total acreage of all 16 cemeteries is approximately 59.9 acres

4.2 DEFINITIONS:

a. **Landscaped Turf Areas** are defined as any turf areas that are specifically designed, planted, or cultivated to enhance and/or improve aesthetics of the facility, building, structure, or area.

4.3 MINIMUM REQUIREMENTS:

a. Equipment List – Attachment I. Contractor must possess the equipment identified in Attachment I at the time of proposal submission or provide a plan describing how Contractor will obtain the equipment by the contract start date.

4.4 GENERAL REQUIREMENTS:

a. The Contractor shall supply all labor, materials and equipment necessary for the proper execution and completion of the work; and shall perform all services, as stated in this scope of services.

b. Contractor shall provide full time supervision and properly skilled staff to perform the work required under this contract and shall perform the services in accordance with the specifications as defined herein.

c. Prior to submitting a proposal, the Contractor shall become familiar with each of the sites and be held accountable for having examined the existing conditions which may affect the work under which he/she will be obligated to perform.

4.5 WORK LOCATIONS

Below are general locations requiring service under this contract. A completed listing of City locations and acreage are shown on Attachment B – Price Schedule. All acreages listed are estimates. City's estimates shall be used for all purposes and shall be considered conclusive of actual size.

Item	Name	Address Locations	Lawn Maintenance Estimated Annual Cycles
1	City Cemetery #1	517 Paso Hondo, SAT, 78202	21
2	City Cemetery #2	1900 E. Commerce, SAT, 78202	21
3	City Cemetery #3	1200 Wyoming, SAT, 78203	21
4	City Cemetery #4 and Confederate Cemetery	E. Commerce, SAT, 78203	21
5	City Cemetery #5	1381 Paso Hondo, SAT, 78202	21

Item	Name	Address Locations	Lawn Maintenance Estimated Annual Cycles
6	City Cemetery #6 -	2015 E. Commerce, SAT, 78203	21
7	Knights of Pythias -	Montana @ New Braunfels, SAT, 78203	21
8	Independent Order of Odd Fellows -	Paso Hondo @ Monumental, SAT, 78202	21
9	Dignowity -	1375 Potomac, SAT, 78202	21
10	St. Elmo Lodge	1200 Wyoming, SAT, 78203	21
11	Beacon Light Masonic	1200 Wyoming, SAT, 78203	21
12	United Brothers of Friendship	1200 Wyoming, SAT, 78203	21
13	Grand United Order of Odd Fellows -	1200 Wyoming, SAT, 78203	21
14	San Antonio Lodge #1	1200 Wyoming, SAT, 78203	21
15	Peter Claver	1200 Wyoming, SAT, 78203	21
16	Alamo Masonic	Paso Hondo @ Monumental, SAT, 78202	21

4.6 SERVICE CYCLE QUANTITY AND HOURS

a. Contractor shall provide services as per on Attachment B - Price Schedule. Contractor shall provide Parks Department representative with a mowing schedule 7 days after contract award. That schedule shall become part of this contract and be incorporated as if fully set forth herein.

b. The City reserves the right to adjust and/or modify proposed work schedules due to heavy peak periods or weather conditions such as heavy rain or drought. Drought conditions in San Antonio may last a few weeks to several months, which would require little, if no mowing.

c. Depending on the weather, the frequency of services may be increased or decreased as authorized by Parks Department representative. Service calls beyond the estimated cycle(s) shall be billed according to prices bid on the price schedule.

d. Mowing and Litter removal Services shall occur on the schedule shown below for all months during the term of this Contract:

March through November – two times each month
December through February – one time each month

e. Contractor and City will work cooperatively to establish specific mowing dates during the term of the Agreement. **Mowing will be scheduled so that the Cemeteries are neat and clean for major holidays to include but not limited to Easter, Memorial Day, Mother's Day, Father's Day and Veterans Day.**

f. Contractor will provide notification to City one business day in advance of performing Mowing and Litter removal services. Mowing and litter removal shall take place only between the hours of 7:30 a.m. and 7:00 p.m., Monday through Friday, excluding City Holidays.

g. Services using gasoline-powered lawn equipment may not be performed on Air Quality Alert Days, unless EPA low emission units are approved by the City.

h. Contractor shall report graffiti to the "Graffiti Hotline" at (210) 207-4400 or 311.

4.7 TEMPORARY REDUCTION IN SERVICE SCHEDULES

a. There may be periods during the year where the City may require services to be reduced or halted temporarily for some locations. During dormant periods, the City may require that Contractor reduce the number of cycles or stop services all together.

b. Adjustments and/or modifications to the schedule will be coordinated and implemented by Parks Department representative.

c. City will provide a 7 calendar day notice to Contractor for schedule modification. City shall have no obligation to pay when services are not performed.

d. Any adjustments to the schedule made by City shall be in writing and become part of this contract and be incorporated as if fully set forth herein.

4.8 PERSONNEL/EQUIPMENT

a. City encourages the use of equipment operating a Tier 4 conventional fuel engine or alternative fuel such as Compressed Natural Gas, Propane or Electricity. [Tier 4 is defined as a federally mandated air-quality emissions standards established by the U.S. Environmental Protection Agency (EPA) that applies to new diesel-powered mower engines (25 horsepower and larger)].

b. All equipment must be equipped with safe guards as outlined by ANSI and OSHA.

c. Any additional equipment required to accomplish the requirements of this contract shall be of the size and type customarily used to accomplish work of this kind and no equipment shall be used which is harmful to the areas being serviced.

d. All equipment must be in good working condition at all times.

e. Contractor shall be equipped with enough string trimmers and employees to operate them when ground conditions are too wet for mowers. City will not be responsible for any materials, tools and/or equipment that are unattended by Contractor.

f. Contractor shall be required to employ staff necessary to complete the requirements of this contract. Personnel shall include, but not be limited to:
Manager - serves as the primary contact with the City. The Manager shall manage the provision of services, administer the contract, assure adequate supervision of staff, and ensure that the areas serviced meets or exceeds the requirements.

Crew Leader(s) - consists of staffing to be the main responders to emergency situations or site specific questions/problems, specific work details and priorities, etc.

Laborers - provide the day to day services.

LANDSCAPE SERVICES

4.9 MOWING

a. Contractor shall mow open areas, trim around all gravestones, boundary borders, grave covers, monuments, fence lines, trees/shrubs and the ditches up to the paved road. Mowing shall be accomplished to a height of not less than 2" and no more than 3" inches in a professional manner so as not to scalp turf or leave areas of uncut grass. The City may require height adjustments as needed due to seasons, turf conditions, or weather conditions. Such heights shall be determined by Parks Department Representative through written notification to the

Contractor. All such notifications shall be incorporated as if fully set forth herein. All mowing shall be even and consistent.

b. Equipment must be operated at an optimum traveling speed to match the blade speed to properly cut grass and provide the optimal desired "manicured" cut designated by the City staff.

c. Contractor shall mow as close as possible to all fixed objects, taking extreme care not to damage trees, plants, shrubs, signs, water faucets, valves, or other appurtenances including gravestone or tombstones. No ruts in ground surface or visible mow tracks shall exist as a result of mowers or other equipment utilized in the performance under this Contract. All ruts or visible mow tracks shall be sufficiently covered by Contractor so they do not appear as such. Contractor shall be responsible for any damage to these objects, which shall be replaced by Contractor at Contractor's expense. Contractor shall be responsible for taking necessary precautions to prevent damage to headstones, markers, monuments, flower vases, and other structure during maintenance operations. Particular care will be necessary to protect headstones from chipping, scraping, scratching, breaking or soiling. City may invoice Contractor for said costs or deduct the cost from Contractor's payment otherwise due hereunder. Note: City employs certified employees in specific areas identified above. These City employees will assess and report damages and associated costs to the Department Representatives. Contractor agrees to abide by City's determination of fault and determination of costs.

d. Hand/string trimming shall be accomplished around trees, plants, shrubs, signs, water faucets, valves, and other appurtenance or hard surfaces.

e. The entire grounds including parking areas, fence lines, walkways, trees, shrubs, groundcover, landscaped, and mulched areas shall be weeded at each service call to avoid weed accumulation and unwanted vegetation. In addition, areas around all utility poles, flag poles, and sidewalk/curb cracks shall be kept free of weeds or shrubbery which may grow around or within them.

f. Landscaped and groundcover areas such as, but not limited to, planter beds, rock beds, mulched beds, and tree wells shall be kept free of weeds, debris or other objectionable materials.

g. The Contractor shall mow and trim sites in such a manner to avoid bumping, girdling, or any other activity that may cause damage to trees, shrubs, plants, fences, or other hard surfaces. Contractor shall not mow under conditions wet enough that may result in damage to turf or create unsafe mowing conditions.

h. The following minimum precautions shall be taken to avoid damage:

- Power mowers shall not be operated closer than four (4) inches to headstones, monuments, markers, other structures or tree trunks.
- Outside wheel widths on riding type tractors shall not exceed the width of the mower deck. Speed of all lawn mowing equipment shall be restricted to that required for safe and prudent operations.
- Scalped turf (i.e. turf cut down to ground level) will be considered damage to City property. If said turf dies, the Contractor will replace turf with exact same type of turf at Contractor's expense, or City may replace same at Contractor's expense.
- No tools or other articles shall be placed on or leaned against headstones. Contractor's personnel shall not be permitted to sit on or lean against headstones at any time.
- String trimmers shall be used to trim grass from around headstones, monuments, markers, or other structures.
- Vehicle may only be driven and parked on cemetery roads.

4.10 REMOVAL OF GRASS CLIPPINGS

a. Removal of cut grass from the turf area where growth occurred will not be required unless grass is clumped. It is the City's goal to ensure aesthetically pleasing locations, so all clumped grass due to moisture should be removed or spread out evenly. Cut grass and debris which falls or is thrown upon the pavement, streets, sidewalks,

driveways, adjacent properties, or other hard surface through the action of the work crew, shall be removed from the project area prior to the exit of the work crew from the work site.

b. Contractor shall ensure said debris is disposed of in a proper manner. Debris shall not be deposited into City or privately owned trash receptacles, dumpsters or left on the grounds of any facility.

c. Grass, weeds, trash, leaves, branches or debris shall NOT be blown or discharged into the streets or gutters.

4.11 EDGING/STRING TRIMMING

a. Contractor shall cut and remove all plant materials immediately adjacent to or under project area structures, poles, trees, signs, fences, planting beds, etc. This shall also include the removal of all plant material from expansion joints and any other cracks in curbs, sidewalks (both sides), driveways and any other hard surface.

b. All trimming shall be accomplished maintaining the required 2" cutting height or any adjusted height requested by the City.

c. Trimming shall follow all mowing in the area to not only trim around objects and along sidewalks, but also to trim grass missed by mowers.

d. All areas where grass abuts hard surfaces such as sidewalks, curbs, and lawn perimeters shall be edged at each service cycle. Grass around headstones, monuments, trees, sidewalks and/or any other structure or building shall be neatly trimmed at each cycle.

e. Areas where an edger is difficult to maneuver such as fences, utility poles, monuments, headstones, markers, structures and other immobile objects shall be cut with a string trimmer to the same height as the mowed areas.

f. All sidewalks, curbs, and steps must be mechanically edged to a one (1") inch depth and 1/4 inch width where they exist exposing the concrete surface. The initial edging shall be completed by the end of the first cycle.

g. All edges must be maintained throughout the duration of the contract using a vertical cut approach. All material dislodged by edging must be removed from the site. Sidewalks must be edged on both sides.

h. All clippings, trimmings, or any other debris generated from mowing, edging and trimming activities shall be removed by the Contractor upon completion.

4.12 LITTER PICK UP

Litter shall be picked up and legally disposed of all litter trash and debris at the cemeteries each time mowing occurs. ~~Litter, trash and debris include faded flowers, palm fronds, fallen tree branches, blown paper, dumped trash, trash shredded by mowers and any and all other debris originated from a natural process or generated from human activities.~~Litter, trash and debris include faded flowers (plastic or fabric), palm fronds, fallen tree branches, leaves, blown paper, dumped trash, trash shredded by mowers and any and all other debris originated from a natural process or generated from human activities. Any freshly placed flowers shall be removed as required to successfully perform Mowing services and then placed back in their original location. Contractor shall be responsible for: a) removing all full and partially full trash bags from the Cemeteries for proper disposal. Debris shall not be deposited into City or privately owned trash receptacles, dumpsters or left on the side of any facility, sidewalk, or road.

4.13 POWER BLOWER/SWEEPING

a. All hard surfaces such as headstones, monuments, parking lots, sidewalks, entrance and exit areas, concrete pads, or asphalt roads shall be swept or blown clean at the conclusion of each cycle. When complete, the hard surface areas shall be free of debris including any debris generated from performing each cycle.

b. Grass, weeds, trash, leaves or debris shall **NOT** be blown or discharged into the streets or gutters.

4.14 UNIFORMS

a. Contractor's employees shall wear uniforms with name or ID tag when on duty.

b. Uniforms must be approved by Parks representative. For the purpose of this contract, uniforms are defined as shirts with a collar free of holes or tears, identifying company logo on shirts, and matching pants or shorts.

c. Contractor's employees shall wear closed toed footwear.

4.15 VEHICLES

a. Contractor's work vehicles must be clearly marked with the contractor's company logo on the side. City will not be responsible for contractor vehicles that are ticketed for parking violations received while performing the work described herein. Contractor is responsible for arranging for the legal parking of its service vehicles.

b. Contractor's name must be clearly exhibited on the side of each vehicle licensed for travel on public roads. Contractor shall not park vehicles in areas that create potential hazardous traffic situations.

4.16 INSPECTIONS

a. Contractor shall email the City Department Representative (designated at contract award kick-off meeting), within 48 hours after completion of service cycle, to confirm that the work was performed in accordance with the scope of services. Notification shall include, at a minimum, a list of locations serviced, and the date and time the service(s) were provided. This will be used for reconciliation, auditing, invoice validation and tracking. Failure to provide this email notification, as requested, may result in delay or rejection of payment.

b. The City Department Representative will inspect locations within 48 hours to confirm services were performed as per contract requirements. The contractor shall be notified verbally and in writing about the results of its performance at each location. If the Contractor's work does not meet the requirements of this contract, the contractor shall correct any identified deficiencies within 24 hours of notification, and contact the respective Department Representative when the corrections have been performed. The work will be re-inspected by the City prior to authorizing payment for the submitted invoice. Correction of deficiencies shall be at Contractor's sole cost and expense

4.17 SERVICE CYCLE TIME LIMITS

a. Contractor shall perform services until all work has been completed. If services have not been completed, the contractor must continue the next work day until the services are completed. This includes debris pickup, removal and disposal, edging, blowing and sweeping and all requirements of the scope of services.

4.18 CONTRACTOR STAFF COMMUNICATION

a. Contractor shall provide crew leader and laborers communication equipment as necessary to perform the services of this Contract. This may include 2-way radios, pagers, cellular phones, telephone answering devices, etc.

b. Contractor shall respond to communication requests from the City representative within 2 hours of receipt of communication during the normal working hours of 7:30 a.m. to 7:00 p.m.

4.19 SAFETY OF WORK CREW

a. Contractor shall wear and/or display proper warning devices (safety vest, flashers, strobe lights, warning signs, etc.) to ensure the safety of both the employees and general public. Contractor and his/her employees shall dress and remain dressed in a presentable fashion due to high public visibility of these areas. Should problems occur, Contractor may be advised of the circumstances and shall take appropriate action. Dressing problems include, but are not limited to, bare chest (no shirt or shirt left open), shorts while trimming or edging, open-toed shoes, and absence or improper use of safety devices.

b. Contractor shall be responsible for furnishing all signs and traffic controls in accordance with the Texas Manual on Uniform Traffic Control Devices. Contractor shall make any adjustments as required by the City.

4.20 SITE DELETIONS

a. During the contract period, the City may delete locations from the contract. Deletions shall be made by written change order to the contract. If a site is deleted from the contract, the contractor shall cease performing services for the location as of the effective date of the change order, and reflect the reduced acreage on its invoices by reducing the contract fee by the full amount for the specific site.

4.21 INCLEMENT WEATHER

a. Services may not be performed during periods of inclement weather, or at any time in which unsafe working conditions exist, such as severe thunderstorms, ice storms, or snow storms. In the event of inclement weather conditions, Contractor shall contact the designated City Representative to inform him/her of the occurrence and proposed revised schedule. Revisions to the schedule shall be made in writing and agreed to by the City Department Representative, and shall be incorporated as if fully set forth herein.

4.22 WORK SCHEDULE - CYCLES

a. Contractor shall abide by the City's rules regarding work on Ozone Alert Days. Contractor shall make necessary arrangements to receive Ozone Alert information.

b. Mowing and Litter removal Services shall occur on the schedule shown below for all months during the term of this Contract:
   - March through November – two times each month
   - December through February – one time each month

c. City shall have the right, at City's election, to delay, cancel or add mowing cycles. If the City cancels a mowing cycle, Contractor will not be paid for the cancelled cycle. If the City delays a mowing cycle, City and Contractor will work together to modify the mowing cycle schedule and Contractor will be paid for all completed mowing cycles. If City elects to add new mowing cycles, Contractor will be paid for the additional cycles at the per cycle rate shown in Attachment B – Price Schedule. Any locations identified on the Price Schedule that was not originally awarded to Contractor will be paid at the rate Contractor originally bid for that location, if later added. All acreage amounts stated are estimates and may be changed if found to be incorrect. However, the City's determination of acreage shall be final.

4.23 CRIMINAL BACKGROUND CHECKS

a. 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 3 years for a felony, or for public lewdness, indecent exposure, prostitution or promotion of prostitution. Contractor is required to maintain the proof of background checks.

b. Contractor shall obtain 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 City representative upon request.

c. 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.

d. 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.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or APRIL 1, 2016, whichever is later. This contract shall terminate on MARCH 31, 2019.

Renewals.

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

Temporary Short Term Extensions.

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

Temporary Contract Pending Award of Contract by City Council

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

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

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

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

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

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

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

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

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

Internal / External Catalog.

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

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

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

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

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

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

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

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

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

Insurance.

A) Prior to the commencement of any work under this Agreement, Bidder shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, which shall be clearly labeled "ANNUAL CONTRACT FOR MOWING SERVICES AT HISTORICAL CEMETERIES" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

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

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

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $1,000,000/$1,000,000/$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence

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

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

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

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

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

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

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

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

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

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

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

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

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

Proposal Bond

Contractor must submit a proposal bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of $1,000. The Proposal Bond shall be valid for 120 days following the deadline for submission of proposals. The Proposal Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Bidder is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any bids received without aProposal Bond will be disqualified.

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

Performance Bond

Contractor shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the full amount of the contract price. If this is an annual contract with estimated quantities, the bond shall be in the amount of the estimated contract price for a one year period. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract.

Incorporation of Attachments.

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

Attachment A – Part One – General Information
Attachment A – Part Two – Experience, Background and Qualifications
Attachment A – Part Three – Proposed Plan
Attachment B – Price Schedule
Attachment C – Contracts Disclosure Form
Attachment D – Litigation Disclosure Form
Attachment E – Small Business Economic Development Advocacy (SBEDA) Program
Attachment F – Utilization Plan
Attachment G –Veteran Owned Small Business (VOSB) Preference Program Tracking Form
Attachment H - Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance
Attachment I – Equipment List, Rev. 9-23-15
Attachment J – Proposal Checklist
Attachment K – Supplemental Information Related to the State of Texas Conflict of Interest Requirement
Attachment L – Non-Discrimination Ordinance Language
Attachment M – List of City Holidays
Attachment N - Aerial Photos of Historical Cemeteries
Attachment O – Redacted Pre-Submittal Sign In Sheet
Attachment P – Map of Historical Cemetery Locations

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

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

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

Invoicing and Payment.

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

Information Required On Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable

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

Payment by City.

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

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

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

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

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

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

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

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

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

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

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

Termination.

Termination-Breach. Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, the City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without

further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

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

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

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

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

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

_____

Contract Amount _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____ email _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

_____

Contract Amount _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____ email _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

_____

Contract Amount _____

RFCSP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

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

1. Fully describe your company and experience as it relates to the following:

a. History of successful projects of company (to include number of years in business);

b. History of company operations over the past three years;

c. History of lawn service contracts to include cemetery mowing services, 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 three 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 around highly visible public buildings, a location with high profile interest.

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 ventures 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.

Landscape Services Plan – Prepare and submit narrative responses to address the following items:

1. Ramp Up Plan - Describe how Respondent will ramp up to meet the City's mowing service requirements to implement contract by April 1, 2016. Provide information such as badging and staffing, availability of equipment and any equipment to be acquired to perform the scope of services. Indicate what the timeframes are for Respondents to be able to mobilize upon contract award.

2. Staffing Plan – Describe Respondent Staffing Plan for providing mowing Services at Historical cemeteries. Provide a weekly staffing schedule which shows the mowing schedule.

3. 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 Crew Leaders, and /or Project Manager(s), and laborers that will be assigned to the contract. Indicate the proposed time frame for performing mowing services at each location, (i.e. between the hours of 7:30 a.m. – 7:00 p.m.; 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.

   c. Equipment: Provide plan to obtain additional equipment (if needed).

   d. Provide your firm's planned maintenance schedule for equipment to be used on this contract (frequency, procedures, etc.)

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

5. Environmental Standards/Practices – Describe alternatives to the use of gas powered machines on air quality days.

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 that will perform this City contract. Provide a copy with proposal response.

8. Safety Plan – Describe how Respondent will implement a Safety Plan for the Contract. Provide a copy of Safety Plan with Proposal response. Describe how contractor will furnish signs and traffic controls in accordance with the Texas Manual on Uniform Traffic.

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

RFCSP ATTACHMENT B.

PRICE SCHEDULE

(Posted as separate document)

RFCSP ATTACHMENT C

DISCRETIONARY CONTRACTS DISCLOSURE FORM

Discretionary Contracts Disclosure Form may be downloaded at

https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.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.

Attach customized SBEDA Forms provided by IEDD after Goal Setting.

RFCSP ATTACHMENT F

UTILIZATION PLAN

(Posted as separate document)

RFCSP ATTACHMENT G

Veteran Owned Small Business (VOSB) Preference Program Tracking Form

(Posted as separate document)

RFCSP ATTACHMENT H

Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance

Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation. For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form attached to this solicitation. Respondent must complete and return the attached Veteran-Owned Small Business Program Tracking Form.

RFCSP ATTACHMENT I

Equipment List, Rev. 9-23-15

Minimum Requirement Equipment List

Zero Turn Riding Lawn Mower – 42" to 70" Deck Size
Min Qty: 4

Quantity: _____

Equipment: _____

Manufacturer: _____

Model: _____

Deck Size:_____

Fuel: (Check one): Gas_____ Diesel_____

32" Walk Behind Mower-Rapid Cut Blade:
Min Qty: 2

Quantity: _____

Equipment: _____

Manufacturer: _____

Model: _____

Weed Trimming:
Min Qty: 4
Commercial Grade
Gas Powered Spit-Boom
Grass/Weed Trimmer

Quantity: _____

Equipment: _____

Manufacturer: _____

Model: _____

Back Pack Blower:
Min Qty: 4
Commercial Grade

Quantity: _____

Equipment: _____

Manufacturer: _____

Model: _____

RFCSP ATTACHMENT J

PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFCSP Attachment A, Part One	
Experience, Background & Qualifications RFCSP Attachment A Part Two	
Proposed Plan RFCSP Attachment A, Part Three	
Pricing Schedule RFCSP Attachment B	
*Contracts Disclosure form RFCSP Attachment C	
*Litigation Disclosure RFCSP Attachment D	
*SBEDA Form Utilization Plan RFCSP Attachment F; and Associated Certificates, if applicable	
*Veteran-Owned Small Business (VOSB) Program Tracking Form RFCSP Attachment G	
Equipment List, Rev. 9-23-15 RFCSP Attachment I	
Proposal Checklist RFCSP Attachment J	
Proposal Bond and Associated Power-of-Attorney	
Financial Information	
Proof of Insurability Insurance Provider's Letter Copy of Current Certificate of Insurance	
* Signature Page (only required for a hard copy submission) RFCSP Section 007.	
One (1) Original, eight (8) 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.

RFCSP ATTACHMENT K

SUPPLEMENTAL INFORMATION RELATED TO THE STATE OF TEXAS CONFLICT OF INTEREST REQUIREMENT

The Instructions to Bidders section of this document provides information pertaining to a requirement to file the State of Texas Conflict of Interest Questionnaire (Form CIQ) required by Chapter 176 of the Texas Local Government Code. The Form CIQ is available from the Texas Ethics Commission at:

http://www.ethics.state.tx.us/forms/CIQ.pdf

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

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

RFCSP ATTACHMENT L

Non-Discrimination Ordinance Language

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

RFCSP ATTACHMENT M

List of City Holidays

FY 2014 - 2015 HOLIDAY SCHEDULE

The City of San Antonio's FY 2014 – 2015 Holiday Schedule.

City of San Antonio FY 2014 - 2015 Holiday Schedule		
Holiday	Day	Date
Veteran's Day	Tuesday	November 11, 2014
Thanksgiving Day	Thursday	November 27, 2014
Day after Thanksgiving	Friday	November 28, 2014
Christmas Eve	Wednesday	December 24, 2014
Christmas Day	Thursday	December 25, 2014
Winter Holiday	Friday	December 26, 2014
City Closure	Monday	December 29, 2014
City Closure	Tuesday	December 30, 2014
Winter Holiday	Wednesday	December 31, 2014
New Year's Day	Thursday	January 1, 2015
Martin Luther King, Jr. Day	Monday	January 19, 2015
Fiesta San Jacinto	Friday	April 24, 2015
Memorial Day	Monday	May 25, 2015
Independence Day (Observed)	Friday	July 3, 2015
Labor Day	Monday	September 7, 2015

RFCSP ATTACHMENT N

Aerial Photos of Historical Cemetery Locations

(Posted as separate document)

Attachment B
Price Schedule

	Location 1 ➢ City Cemetery #1 – See Attachment N for acreage ➢ Address. – 517 Paso Hondo, SAT 78202				
Item 1	Required Items	**Estimated Annual Quantity (A)**	**Unit of Measure**	**Price per unit of measure (B)**	**Extended Price (Quantity x unit price) C (A x B = C)**
a	Mowing Services	21	Cycle	$ 1,000.00	$ 21,000.00

	Location 2 ➢ City Cemetery #2– See Attachment N for acreage ➢ 1900 E. Commerce, SAT 78202				
Item 2	Required Items	**Estimated Annual Quantity (A)**	**Unit of Measure**	**Price per unit of measure (B)**	**Extended Price (Quantity x unit price) C (A x B = C)**
a	Mowing Services	21	Cycle	$ 200.00	$ 4,200.00

	Location 3 ➢ City Cemetery #3– See Attachment N for acreage ➢ 1200 Wyoming, SAT 78203				
Item 3	Required Items	**Estimated Annual Quantity (A)**	**Unit of Measure**	**Price per unit of measure (B)**	**Extended Price (Quantity x unit price) C (A x B = C)**
a	Mowing Services	21	Cycle	$ 1,000	$ 21,000.00

	Location 4 ➢ City Cemetery #4 and Confederate Cemetery– See Attachment N for acreage ➢ E. Commerce, SAT, 78203				
Item 4	Required Items	**Estimated Annual Quantity (A)**	**Unit of Measure**	**Price per unit of measure (B)**	**Extended Price (Quantity x unit price) C (A x B = C)**
a	Mowing Services	21	Cycle	$ 600.00	$ 12,600.00

	Location 5 ➢ City Cemetery #5 - See Attachment N for acreage ➢ 1381 Paso Hondo, SAT 78202				
Item 5	Required Items	Estimated Annual Quantity (A)	Unit of Measure	Price per unit of measure (B)	Extended Price (Quantity x unit price) C (A x B = C)
a	Mowing Services	21	Cycle	$ 50.00	$ 1,050.00

	Location 6 ➢ City Cemetery #6 - See Attachment N for acreage ➢ 2015 E. Commerce, SAT 78203				
Item 6	Required Items	Estimated Annual Quantity (A)	Unit of Measure	Price per unit of measure (B)	Extended Price (Quantity x unit price) C (A x B = C)
a	Mowing Services	21	Cycle	$ 300.00	$ 6,300.00

	Location 7 ➢ Knights of Pythias - See Attachment N for acreage ➢ Montana @ New Braunfels, SAT 78203				
Item 7	Required Items	Estimated Annual Quantity (A)	Unit of Measure	Price per unit of measure (B)	Extended Price (Quantity x unit price) C (A x B = C)
a	Mowing Services	21	Cycle	$ 200.00	$ 4,200.00

	Location 8 ➢ Independent Order of Odd Fellows - See Attachment N for acreage ➢ Paso Hondo @ Monumental, SAT 78202				
Item 8	Required Items	Estimated Annual Quantity (A)	Unit of Measure	Price per unit of measure (B)	Extended Price (Quantity x unit price) C (A x B = C)
a	Mowing Services	21	Cycle	$ 200.00	$ 4,200.00

	Location 9 ➢ Dignowity - See Attachment N for acreage ➢ 1375 Potomac, SAT 78202				
Item 9	Required Items	**Estimated Annual Quantity (A)**	**Unit of Measure**	**Price per unit of measure (B)**	**Extended Price (Quantity x unit price) C (A x B = C)**
a	Mowing Services	21	Cycle	$ 125.00	$ 2,625.00

	Location 10 ➢ St. Elmo Lodge - See Attachment N for acreage ➢ 1200 Wyoming, SAT 78203				
Item 10	Required Items	**Estimated Annual Quantity (A)**	**Unit of Measure**	**Price per unit of measure (B)**	**Extended Price (Quantity x unit price) C (A x B = C)**
a	Mowing Services	21	Cycle	$ 25.00	$ 525.00

	Location 11 ➢ Beacon Light - See Attachment N for acreage 1200 Wyoming, SAT 78203				
Item 11	Required Items	**Estimated Annual Quantity (A)**	**Unit of Measure**	**Price per unit of measure (B)**	**Extended Price (Quantity x unit price) C (A x B = C)**
a	Mowing Services	21	Cycle	$ 25.00	$ 525.00

	Location 12 ➢ United Brothers of Friendship - See Attachment N for acreage ➢ 1200 Wyoming, SAT 78203				
Item 12	Required Items	**Estimated Annual Quantity (A)**	**Unit of Measure**	**Price per unit of measure (B)**	**Extended Price (Quantity x unit price) C (A x B = C)**
a	Mowing Services	21	Cycle	$ 75.00	$ 1,575.00

	Location 13 ➢ Grand United Order of Odd Fellows - See Attachment N for acreage ➢ 1200 Wyoming, SAT 78203				
Item 13	Required Items	Estimated Annual Quantity (A)	Unit of Measure	Price per unit of measure (B)	Extended Price (Quantity x unit price) C (A x B = C)
a	Mowing Services	21	Cycle	$ 75.00	$ 1,575.00

	Location 14 ➢ San Antonio Lodge - See Attachment N for acreage ➢ 1200 Wyoming, SAT 78203				
Item 14	Required Items	Estimated Annual Quantity (A)	Unit of Measure	Price per unit of measure (B)	Extended Price (Quantity x unit price) C (A x B = C)
a	Mowing Services	21	Cycle	$ 50.00	$ 1,050.00

	Location 15 ➢ Peter Claver - See Attachment N for acreage ➢ 1200 Wyoming, SAT 78203				
Item 15	Required Items	Estimated Annual Quantity (A)	Unit of Measure	Price per unit of measure (B)	Extended Price (Quantity x unit price) C (A x B = C)
a	Mowing Services	21	Cycle	$ 25.00	$ 525.00

	Location 16 ➢ Alamo Masonic - See Attachment N for acreage ➢ Paso Hondo @ Monumental, SAT 78202				
Item 16	Required Items	Estimated Annual Quantity (A)	Unit of Measure	Price per unit of measure (B)	Extended Price (Quantity x unit price) C (A x B = C)
a	Mowing Services	21	Cycle	$ 400.00	$ 8,400.00

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

City of San Antonio

ADDENDUM II

SUBJECT: **Annual Contract for Mowing Services at Historical Cemeteries, Request for Competitive Sealed Proposals (RFCSP 6100006183), Scheduled to Open: October 2, 2015; Date of Issue: August 28, 2015**

FROM: **Paul J. Calapa, Procurement Administrator**

DATE: **September 25, 2015**

THIS NOTICE SHALL SERVE AS ADDENDUM NO. II TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSALS

THE ABOVE MENTIONED REQUEST FOR COMPETITITVE SEALED PROPOSALS IS HEREBY AMENDED AS FOLLOWS:

1. **ADDED: Attachment O – Redacted Pre-Submittal Conference and Site Visit Sign-in Sheets**
2. **ADDED: Attachment P – Map of Historical Cemeteries**
3. **Attachment I, Equipment List is hereby replaced with, Attachment I, Equipment List, Rev. 9-23-15.**
4. **Section 004 – Specification / Scope of Services, Item 4.12 Litter Pick Up is revised to read:** "Litter shall be picked up and legally disposed of all litter trash and debris at the cemeteries each time mowing occurs. Litter, trash and debris include faded flowers (plastic or fabric), palm fronds, fallen tree branches, leaves, blown paper, dumped trash, trash shredded by mowers and any and all other debris originated from a natural process or generated from human activity. Any freshly placed flowers shall be removed as required to successfully perform Mowing services and then placed back in their original location. Contractor shall be responsible for: a) removing all full and partially full trash bags from the Cemeteries for proper disposal. Debris shall not be deposited into City or privately owned trash receptacles, dumpsters or left on the side of any facility, sidewalk, or road."

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, PRE-SUBMITTAL CONFERENCE

QUESTION 1. Does City have a schedule to pick up flowers, or does contractor mow and replace flowers on grave?
Response. No. Please refer to revised item 4.12 Litter Pick Up.

Question 2: Does contractor dispose of plastic flowers?
Response. Yes. Please refer to revised 4.12 Litter Pick Up.

Question 3. Does contractor dispose of faded or dying flowers?
Response. Yes. Please refer to revised item 4.12 Litter Pick Up.

Question 4. Is contractor required to dispose of leaves?
Response. Yes. Please refer to revised item 4.12 Litter Pick Up.

Question 5. Is contractor non-responsive if they have a gas mower on equipment list instead of diesel mower? Contractor stated that gas mowers are less expensive than diesel mowers.
Response: No. Please see Attachment I, Equipment List, and Rev. 9-23-15. The City prefers the use of equipment operating a Tier 4 conventional fuel engine or alternative fuel such as Compressed Natural Gas, Propane or Electricity.

Question 6. Are Herbicides allowed to be used to perform services or required to perform services?
Response. Contractor shall not use Herbicides to perform services on this contract.

QUESTIONS SUBMITTED DURING SITE VISITS:

Question 7. Is the Contractor expected to weed eat during every mowing cycle?
Response: Please refer to 4.11c. Edging/String Trimming. "Trimming shall follow all mowing in the area to not only trim around objects and along sidewalks, but also to trim grass missed by mowers."

Question 8. Is the Contractor allowed to bring in trailers with equipment onto the Cemetery properties?
Response: Yes, there are paved entry ways onto the cemeteries where trailers may be parked.

Question 9. Is the Contractor allowed to bring in smaller size riding lawn mowers with 42"– 52" cutting decks?
Response. Yes, the contractor will be allowed to bring in smaller sized lawn equipment to perform services. Please refer to Attachment I, Equipment List, Rev. 9-23-15.

Question 10. Is the Contractor expected to remove fallen branches?
Response. Yes. Please refer to revised item 4.12 Litter Pick Up.

Question 11. Is only the bid bond due prior to submission deadline and performance bond required only if awarded contract?
Response. Yes. The bid bond is required with your bid submittal. The Performance Bond is required in the event an award is made and due prior to contract commencement. Please refer to Section 005. Supplemental Terms and Conditions. PROPOSAL BOND and PERFORMANCE BOND.

Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

PC/rs

City of San Antonio

ADDENDUM I

SUBJECT: **Annual Contract for Mowing Services at Historical Cemeteries, Request for Competitive Sealed Proposals (RFCSP 6100006183), Scheduled to Open: October 2, 2015; Date of Issue: August 28, 2015**

FROM: **Paul J. Calapa, Procurement Administrator**

DATE: **September 11, 2015**

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

THE ABOVE MENTIONED REQUEST FOR COMPETITITVE SEALED PROPOSALS IS HEREBY AMENDED AS FOLLOWS:

1. Section 003 - Instructions to Bidders: Pre-Submittal Conference: ADD: "A Pre-Proposal conference will be held on September 15, 2015 at 9:30 A.M., CT at Ron Darner Building, Texas Conference Room, 5800 Old Hwy 90W, San Antonio, Texas 78227. Site Tours of the following designated locations will begin at the conclusion of the conference (transportation will not be provided). "

TIME	CEMETERY NAME	ADDRESS
11:00 A.M., Central Time	Cemetery #6	2015 E. Commerce, San Antonio, Texas 78203
11:20 A.M., Central Time	Confederate Cemetery	New Braunfels & E. Commerce, San Antonio, Texas 78203
11:40 A.M., Central Time	Cemetery #4	New Braunfels & E. Commerce, San Antonio, Texas 78203

Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

PC/rs

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.	1029020
Signer's Name	Robert P. Green III
Name of Business	Due Amicis, Inc. DBA: Green Landscaping
Street Address	P.O Box 700542
City, State, Zip Code	San Antonio, Texas 78270
Email Address	Greenlandscapingtx@gmail.com
Telephone No.	210-421-8347
Fax No.	210-352-5298
City's Solicitation No.	RFCSP - No- 6100006183

Signature of Person Authorized to Sign Proposal