LOC/fr
12/4/14
Item No. 5

AN ORDINANCE 2014-12-04-0938

AUTHORIZING A CONTRACT WITH CANTU CONTRACTING, INC. TO PROVIDE MOWING SERVICES FOR THE PARKS AND RECREATION DEPARTMENT FOR AN ESTIMATED AMOUNT OF $2,122,000.00 ANNUALLY, FUNDED WITH THE GENERAL FUND AND PARKS ENVIRONMENTAL FUND.

* * * * *

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

WHEREAS, six responses were received and four were evaluated, as two of the respondents failed to include the required bid bond; and

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

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

SECTION 1. The proposal submitted by Cantu Contracting, Inc. to provide the City with mowing services 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 as **Exhibit I**. A copy of the proposal may be inspected in the offices of the Purchasing Division of the Finance Department.

SECTION 2. It has been found and declared that the proposals from LaMed Facility Maintenance, Inc. and Estrada Landscape failed to meet the City's requirements by failing to submit the required bid bond.

SECTION 3. Funds will be encumbered upon issuance of purchase orders, and payment is authorized to Cantu Contracting, Inc. All current fiscal year expenditures will be in accordance with the Fiscal Year 2015 budget approved by City Council, and future fiscal year expenditures are contingent upon future City Council budget approvals. The estimated annual cost of this contract is $2,122,000.00.

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

PASSED AND APPROVED this 4th day of December, 2014.

Ivy R. Taylor

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:	**5 (in consent vote: 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15A, 15B, 16A, 16B, 16C, 16D, 16E, 17, 18, 19, 20, 21, 22A, 22B, 23, 24, 26, 27, 28, 30, 31, 33, 34)**
Date:	12/04/2014
Time:	09:28:18 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing a contract with Cantu Contracting, Inc. to provide mowing services for the Parks and Recreation Department for an estimated amount of $2,122,000.00 annually, funded with the General Fund and Parks Environmental 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				
	District 1	x					
Keith Toney	District 2		x				
Rebecca Viagran	District 3	x					
Rey Saldaña	District 4		x				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			x	

RFCSP - Parks Mowing Services Score Summary RFx 6100004903 SECTOR 1	Maximum Points	Cantu Contracting Inc. 3396 Rabel Rd. San Antonio, TX 78221	Goodwill Industries 406 W. Commerce San Antonio, TX 78207	Maldonado Nursery & Landscaping 16348 Nacogdoches Rd. San Antonio, TX 78247
A - Experience, Background, Qualifications	30	26.40	19.40	12.80
B - Proposed Plan	30	26.40	18.20	7.00
A - B SUB-TOTAL	60	**52.80**	**37.60**	**19.80**
C - Price Schedule	20	13.78	20.00	16.36
D - SBEDA - SBE Prime Contract Program	20	20.00	0.00	0.00
C - D SUB-TOTAL	40	**33.78**	**20.00**	**16.36**
TOTAL SCORE	100	**86.58**	**57.60**	**36.16**
RANK BASED ON TOTAL SCORE		1	2	3

EXHIBIT I

RFCSP - Parks Mowing Services Score Summary RFx 6100004903 SECTOR 2	Maximum Points	Cantu Contracting Inc. 3396 Rabel Rd. San Antonio, TX 78221	Goodwill Industries 406 W. Commerce San Antonio, TX 78207	Maldonado Nursery & Landscaping 16348 Nacogdoches Rd. San Antonio, TX 78247
A - Experience, Background, Qualifications	30	26.40	19.40	12.80
B - Proposed Plan	30	26.40	18.20	7.00
A - B SUB-TOTAL	60	**52.80**	**37.60**	**19.80**
C - Price Schedule	20	12.93	20.00	16.39
D - SBEDA - SBE Prime Contract Program	20	20.00	0.00	0.00
C - D SUB-TOTAL	40	**32.93**	**20.00**	**16.39**
TOTAL SCORE	100	**85.73**	**57.60**	**36.19**
RANK BASED ON TOTAL SCORE		**1**	**2**	**3**

RFCSP - Parks Mowing Services Score Summary RFx 6100004903 SECTOR 3	Maximum Points	Cantu Contracting Inc. 3396 Rabel Rd. San Antonio, TX 78221	Goodwill Industries 406 W. Commerce San Antonio, TX 78207	Maldonado Nursery & Landscaping 16348 Nacogdoches Rd. San Antonio, TX 78247
A - Experience, Background, Qualifications	30	27.00	19.40	12.80
B - Proposed Plan	30	26.40	18.20	7.00
A - B SUB-TOTAL	60	**53.40**	**37.60**	**19.80**
C - Price Schedule	20	12.78	20.00	16.33
D - SBEDA - SBE Prime Contract Program	20	20.00	0.00	0.00
C - D SUB-TOTAL	40	**32.78**	**20.00**	**16.33**
TOTAL SCORE	100	**86.18**	**57.60**	**36.13**
RANK BASED ON TOTAL SCORE		**1**	**2**	**3**

RFCSP - Parks Mowing Services Score Summary RFx 6100004903 SECTOR 4	Maximum Points	Cantu Contracting Inc. 3396 Rabel Rd. San Antonio, TX 78221	Goodwill Industries 406 W. Commerce San Antonio, TX 78207	Maldonado Nursery & Landscaping 16348 Nacogdoches Rd. San Antonio, TX 78247	TLC -Total Lawn Care 4234 N. FM 88 Weslaco, TX 78596
A - Experience, Background, Qualifications	30	26.40	19.40	12.80	2.60
B - Proposed Plan	30	25.80	18.20	9.00	0.00
A - B SUB-TOTAL	60	**52.20**	**37.60**	**21.80**	**2.60**
C - Price Schedule	20	11.80	20.00	16.24	5.52
D - SBEDA - SBE Prime Contract Program	20	20.00	0.00	0.00	0.00
C - D SUB-TOTAL	40	**31.80**	**20.00**	**16.24**	**5.52**
TOTAL SCORE	100	**84.00**	**57.60**	**38.04**	**8.12**
RANK BASED ON TOTAL SCORE		1	2	3	4

RFCSP - Parks Mowing Services Score Summary RFx 6100004903 SECTOR 5	Maximum Points	Cantu Contracting Inc. 3396 Rabel Rd. San Antonio, TX 78221	Goodwill Industries 406 W. Commerce San Antonio, TX 78207	Maldonado Nursery & Landscaping 16348 Nacogdoches Rd. San Antonio, TX 78247
A - Experience, Background, Qualifications	30	27.00	19.40	12.80
B - Proposed Plan	30	26.40	18.20	7.00
A - B SUB-TOTAL	60	**53.40**	**37.60**	**19.80**
C - Price Schedule	20	13.01	20.00	16.39
D - SBEDA - SBE Prime Contract Program	20	20.00	0.00	0.00
C - D SUB-TOTAL	40	**33.01**	**20.00**	**16.39**
TOTAL SCORE	100	**86.41**	**57.60**	**36.19**
RANK BASED ON TOTAL SCORE		**1**	**2**	**3**

CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")
NO.: 6100004903

ANNUAL CONTRACT FOR PARKS MOWING SERVICES

Date Issued: AUGUST 8, 2014

BIDS MUST BE RECEIVED **NO LATER** THAN:
2:00 PM CT, SEPTEMBER 10, 2014

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

"PARKS ANNUAL CONTRACT FOR PARKS MOWING SERVICES"

Proposal Due Date: 2:00 p.m. CT, SEPTEMBER 10, 2014

RFCSP No.: 6100004903

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-Submittal Conference * YES
* If YES, the Pre-Submittal Conference will be held on AUGUST 15, 2014 at 8:30 A.M, CT, Parks and Recreation Department-Ron Darner Building, Texas Conference Room, 5800 Old Hwy 90W. SAT 78227 Site Visits will follow after Pre Submittal Conference

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: EDSON ZAVALA, 210-207-3900, EDSON.ZAVALA@SANANTONIO.GOV

This solicitation has been identified as High-Profile.

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

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

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

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003 - INSTRUCTIONS FOR RESPONDENTS

PART A

Submission of Proposals.

Submission of Hard Copy Proposals. Submit one original signed in ink, eight copies, and one copy of the of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal enclosed in a sealed envelope addressed to the City Clerk at the address and by the due date provided on the Cover Page. The name and address of Respondent, the due date for submission of proposals, RFCSP number and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page on or before August 28, 2014, by 2:00 P.M., CT. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

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

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

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

Pre-Submittal Conference.

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

distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged. Site Tours of the following designated locations will begin at the conclusion of the conference (transportation will not be provided):.

10:00 A.M.	RON DARNER	5800 OLD HWY 90W, SAT 78227
10:30 A.M.	LEVI STRAUSS	6100 OLD HWY 90W, SAT 78227
11:00 A.M.	CAMARGO	5738 CASTROVILLE ROAD, SAT 78227
1:00 P.M.	MILLERS POND	6175 PEARSALL ROAD, SAT 78242
1:30 P.M	PEARSALL PARK & TRAILHEAD	4700 PEARSALL ROAD, SAT 78242
1:30 P.M	PEARSALLSPORTS FLD-SOCCER	4700 PEARSALL ROAD, SAT 78242

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

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

Changes to RFCSP.

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

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

Preparation of Proposals.

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

Proposal Format. Each proposal shall be typewritten, single spaced on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder or other securely bound fashion. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed two-sided. Margins shall be no less than 1" around the perimeter of each page. A proposal response to the RFCSP General Information Form may not exceed 75 pages in length. Websites or URLs shall not be submitted in lieu of the printed proposal or electronic submission through City's portal. Each proposal must include the sections and attachments in the sequence listed in the RFCSP Instructions to Respondents Part B - Submission Requirements, and each section and attachment must be indexed and, for hard copy submission, divided by tabs and indexed in a Table of Contents page. For electronic submissions, whether through the portal, or on a CD, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the submission or may negatively affect scoring.

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

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

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

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

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

Description of Supplies.

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

Interlocal Participation.

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

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

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

Rejection of Proposals.

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

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

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

The proposal is conditional; or

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

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

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, 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. The City anticipates to award by Sector. Respondent must submit a separate proposed plan for each Sector the Respondent is submitting a response for.

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

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

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

Instructions for completing the Contracts Disclosure form:

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

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

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

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

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

EQUIPMENT LIST. Complete and return this form, found in this RFCSP as Attachment **G.**

PROPOSAL BOND. Submit 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 **H.**

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. In accordance with §252.042, Texas Local Government Code, the selection committee may select all, some or none of the respondents who are judged to be reasonably qualified for award of the contract for interviews. Should the City elect to conduct interviews, selection for interviews will be based on initial scoring, prior to interviewing. Interviews are not an opportunity to change a submission. If the City elects to conduct interviews, respondents may be interviewed and re-scored based upon the same criteria. City may also request information from respondents at any time prior to final approval of a selected respondent, or seek best and final offers from respondents deemed reasonably qualified for award. Final approval of a selected respondent is subject to the action of the San Antonio City Council.

Evaluation Criteria:

Experience, Background, Qualifications (30 points)

Proposed Plan (30 points)

Price (20 points)

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

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

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 BACKGROUND

The City of San Antonio is soliciting bids for a Contractor to furnish all labor, equipment, materials, and tools required to provide mowing services for the Parks and Recreation Department in accordance with the specifications listed herein. These services are required to maintain the grounds appearance of park areas, trail heads, greenways and sports fields which are all under the direct supervision of the Parks and Recreation Department. Mowing services shall include, but are not limited to, mowing, edging, trimming, leaf/debris blowing and sweeping. The scope of services does not include any Irrigation, Tree trimming or Shrub Pruning.

Mowing services will be completed according to an established schedule at five geographic locations throughout the City labeled Sectors 1 through 5. The total acreage is approximately 2,300 acres and includes over 200 parks, trails, greenways, and sports fields. Contractors can bid on one or all Sectors but must bid on every location listed within a Sector. For example Sector 1 includes 48 locations; Contractor must submit a price for all 48 locations to be considered responsive for Sector 1. No partial bid submission within Sectors will be accepted. Bidders must submit a bid response for all locations listed in a Sector in order to be considered responsive. The City will evaluate proposals by Sector.

4.2 GENERAL REQUIREMENTS:

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.

Contractor shall provide full time supervision and properly skilled staff to perform the work required under this bid invitation. Unless specified to the contrary, all workmanship shall be up to the best recognized standards known to the various trades.

4.3 MINIMUM REQUIREMENTS:

Contractor must possess the equipment identified in Attachment G at the time of proposal submission and throughout the duration of the contract.

Current Pesticide Commercial Applicator License to engage in the application of pest control products issued by the Texas Department of Agriculture. Contractor must provide a copy of the stated license with Contractor's proposal and must maintain the license throughout the duration of the contract.

4.4 WORK LOCATIONS: Below are general locations requiring service under this contract. A completed listing of Park locations and acreage are shown on Attachment M. All acreages listed below are estimates. City's estimates shall be used for all purposes.

Sector 1:
Locations: 48
Total Acreage: 581.20

Sector 2:
Locations: 54
Total Acreage: 561.38

Sector 3:
Locations: 47
Total Acreage: 354.86

Sector 4:
Locations: 35
Total Acreage: 285.77

Sector 5:
Locations: 45
Total Acreage: 616.04

4.5. SERVICE CYCLE QUANTITY AND HOURS

Contractor shall provide mowing services as per required cycles on Attachment B - Price Schedule. Contractor shall provide Parks and Recreation Department with a mowing schedule prior to commencement of contract. 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. Depending on the weather, the frequency of services may be increased or decreased as authorized by the Parks & Recreation staff, or designated representative. Service calls beyond the estimated cycle(s) shall be billed according to prices bid on the price schedule. Services shall take place only between the hours of 7:30 a.m. and 7:00 p.m., Monday through Friday, excluding City Holidays, Attachment L. The proposed 2015 Holiday Schedule is pending release. 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. Contractor shall report graffiti to the "Graffiti Hotline" at 207-4400 or 311.

4.6 TEMPORARY REDUCTION IN SERVICE SCHEDULES

There may be periods during the year where the City may require services being 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. Adjustments and/or modifications to the schedule will be coordinated and implemented by designated Parks and Recreation staff. Parks and Recreation will provide a 7 calendar day notice to Contractor for schedule modification. City shall have no obligation to pay when services are not performed.

4.7 PERSONNEL/EQUIPMENT

Contractor shall supply all necessary personnel, equipment and associated supplies to perform the mowing service requirements as stated herein. Contractor's required equipment shall include, but not be limited to tractors with 88" flail mowers, 15' batwing mower attachment, whirlwind attachments, ZTR mowers with 60" or 72" cutting decks, 32" walk behind mower, string trimmers, and back pack blowers. 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). Mower equipment distributors such as Toro, John Deere, Jacobsen and Grasshopper offer the new Tier 4 diesel equipment). All equipment must be equipped with safe guards as outlined by ANSI and OSHA. 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. All equipment must be in good working condition at all times. 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.

Contractor shall be required to employ staff necessary to complete the requirements of this contract. Personnel shall include, but not be limited to:

a. **Manager** - serve as the primary contact with the City. The Manager shall manage the provision of services, administer the contract, assure supervision of staff and ensure that the area mowed meets or exceeds the requirements.

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

c. **Laborers** - provide the day to day services.

4.8 PARK AREAS, TRAIL HEADS, GREENWAYS AND SPORTS FIELDS-MOWING TASKS

4.8.1 MOWING

a. Mowing times shall not occur before 7:30 a.m. or after 7:00 p.m. for each calendar week day, except as may be required by the City. Contractor shall provide Parks and Recreation Department with a mowing schedule prior to commencement of contract.

b. Contractor shall remove light litter and brush from the entire Project Area prior to initiating any mowing of the turf areas. Under no circumstances shall Contractor mow over trash or brush.

c. Mowing shall be accomplished to a height of 3 inches in a professional manner so as not to scalp turf or leave areas of uncut grass. The City may require height adjustment as needed due to seasons, turf conditions, or weather conditions. Such heights shall be determined by the Parks and Recreation Department Representative through written notification to the Contractor. All mowing shall be even and consistent.

d. Trails and greenways shall be mowed to a height of 3 inches and a width of approximately 4 feet on either side of the trail and greenway.

e. 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 Parks and Recreation staff. Mowing areas shall include slopes and trails.

f. Contractor shall take extreme care not to damage trees, plants, shrubs, signs, water faucets, valves, other appurtenances or irrigation systems or create ruts in ground surface. Contractor shall be responsible for any damage to these objects, which shall be replaced by City at Contractor's expense. City may invoice Contractor for said costs or deduct the cost from Contractor's payment otherwise due hereunder. Note: City employs certified park employees in specific areas identified above. These City employees will assess and report damages and associated costs to Parks Manager. Contractor agrees to abide by City's determination of fault and determination of costs. Contractor has a right to appeal the Parks Manager's determination to the Finance Director (or the Parks Director). That final person's determination shall be final and binding.

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

h. 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.

4.8.2 REMOVAL OF GRASS CLIPPINGS

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 parks, 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.

4.8.3 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 3" 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. Special care shall be given to trimming around small trees as not to inflict damage to the bark of the trees.

e. Trimming may be reduced by chemical trimming, with prior written approval of Parks and Recreation. Any chemical trimming approved by the Parks and Recreation Department shall be applied in accordance with all federal, state, and local applicable laws, standards, and regulations necessary to perform the services, including, but not limited to Material Safety Data Sheets and Texas Structural Pest Control Board Law and Regulations.

f. All areas where grass abuts hard surfaces such as sidewalks, curbs, and lawn perimeters shall be edged at each service cycle. Contractor shall string trim around fences, buildings, walks, and curbs to maintain an attractive, even, finished appearance.

g. Areas where an edger is difficult to maneuver, such as fences, flower beds, utility poles and other immobile objects shall be cut with a string trimmer or by hand to the same height as the lawn areas.

h. 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.

i. 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.

j. All trimming must be accomplished concurrently with mowing operations.

4.8.4 TREE WELLS

Contractor shall maintain all mulched areas adjacent to trees free of weeds. Care should be taken to prevent mechanical damage to landscape and for aesthetic purposes. Contractor shall ensure, at all times, that mulch will not be disturbed. With written approval, herbicides such as RoundUp may be used in place of mowing or weed eating to protect tree wells and mulched areas. Contractor will be responsible for the replacement of any damaged/disturbed mulch with like mulch as a result of the Contractor's service. Parks and Recreation representative must approve replacement mulch prior to application.

Contractor will not be allowed to spray herbicides without the written approval of the City. Contractor must have at least one person certified in pesticide application on staff.

4.8.5 LITTER PICK UP

Litter shall be picked up from the grounds and landscaped areas prior to each service cycle. "Litter" is defined as branches, trash or garbage, which is discarded onto the City grounds, and includes, but is not limited to scrap metals, paper, wood, plastic, glass products, cans and cigarette butts. Litter shall not, under any conditions, be mowed.

All clippings, trimmings, or any other debris generated from performing each service cycle shall be removed by Contractor upon completion. 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 side of any facility.

4.8.6 POWER BLOWER/SWEEPING

a. All parking lot surfaces, sidewalks, entrance and exit areas, and concrete pads shall be swept or blown clean at the conclusion of each service cycle. When complete, the site shall be totally free of debris.

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

4.8.7 SERVICE CYCLE TIME LIMITS

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.

4.9 SCHEDULING SERVICES

Selected Contractor shall be required to attend a contract award kick off meeting, prior to the commencement of services. Contractor shall provide Parks and Recreation Department with mowing schedules prior to commencement of contract. Parks and Recreation Supervisory staff will approve the final schedule before any work is started. Contractor shall notify the Parks and Recreation Supervisory representative prior to making changes to the schedule.

4.10 WORK SCHEDULE

Maintenance schedules shall be developed with the awarded Contractor during the award phase of the Contract. Contractor and the City's Parks and Recreation Department shall develop a set schedule for the duration of the Contract. That schedule shall be incorporated as if fully set forth herein.

a. In the event that any one contractor shall receive contracts for maintenance in more than two Project Areas, he or she shall complete all grounds maintenance activities concurrently.
b. Contractor shall abide by the City's rules regarding work on Ozone Alert Days. Contractor shall make necessary arrangements to receive Ozone Alert information.
c. Each Project Area must be mowed on the frequency shown in Attachment M.; that is; sports fields are to be mowed at a 7 day cycle, identified parks are to be mowed at a 14 day cycle and the other parks on a 21 day cycle. 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 park locations and mowing cycles, Contractor will be paid for the additional cycles at the per acre rate shown in Attachment B. regardless of the number of acres actually added. Any locations identified on the Price Schedule from a sector 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 and dispositive.

4.11 UNIFORMS

Contractor's employees shall wear uniforms with name or ID tag when on duty. All employees shall wear uniforms approved by the Parks and Recreation Supervisory representative. For the purpose of this contract, uniforms are defined as shirts with collar free of holes or tears, identifying company logo on shirts, and matching pants or shorts. Contractor's employees will be required to wear closed toed footwear.

4.12 VEHICLES

4.12.1 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 shall be responsible for arranging for the legal parking of its service vehicles.

4.12.2 Contractor vehicles, under the performance of this Contract, that are licensed for travel on public roads shall have the name of the Contractor neatly exhibited on each side of the vehicle. Contractor's vehicles shall be parked in areas that do not create potential hazardous traffic situations.

4.13 INSPECTIONS

a. Contractor shall email the Parks and Recreation Supervisory Representative, within 48 hours after completion of service cycle, to confirm work was performed in accordance with the scope of services. Notification shall include, at a minimum, Sector, a list of locations serviced, and the date and time the service(s) were provided. Failure to provide this email notification, as requested, may result in delay or rejection of payment. The Parks and Recreation Supervisory Representative will inspect locations within 48 hours to confirm services were performed as per contract requirements. If contract requirements are not met, Contractor will return to perform/complete services at no additional cost to City.

b. Additionally, the City reserves the right to make random inspections of the contract area and the work performed to determine whether the requirements of the contract are met. The contractor shall be notified, verbally and in

writing, of the results of the inspections. If the random inspections find that Contractor is not meeting the requirements of the contract, Contractor shall correct the deficiencies before any payment is made.

4.14 REPORTING

Contractor shall provide an email notification to designated Parks and Recreation Supervisory representative (designated at contract award kick-off meeting), within 48 hours of completing work. Notification shall include, at a minimum, Sector, a list of locations serviced, and the date and time the services were provided. This will be used for reconciliation, auditing, invoice validation and tracking. If any violation of the specifications and/or terms of this Contract are identified, the Parks and Recreation Inspector shall record, process, and submit all pertinent information to the Purchasing Division for performance records and appropriate action.

4.15 CONTRACTOR STAFF COMMUNICATION

a. Contractor shall provide 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 Parks and Recreation Supervisory representative within 2 hours during the normal working hours of 7:30 a.m. to 7:00 p.m.

4.16 SAFEY 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 will 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 Parks and Recreation Department.

4.17 SITE ADDITIONS/DELETIONS

During the contract period, the City may add or delete locations to the contract. Additions and 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. If a site is added to the contract, the pricing will be at the rate per acre as designated on Attachment B – Price Schedule. Any locations identified on the Price Schedule from a sector that was not originally awarded to Contractor will be paid at the rate Contractor originally bid for that location, if later added.

4.18 INCLEMENT WEATHER

Services may not be performed during periods of inclement weather, or at any time in which an unsafe working condition, such as severe thunderstorms, ice storms, or snow storms, exist. In the event of inclement weather conditions, Contractor shall contact the designated Parks and Recreation Supervisory Representative to inform of the occurrence and proposed revised schedule. Revisions to the schedule shall be made by change order issued by City.

Unfavorable Work Conditions: During unfavorable weather, or other unsuitable conditions, Contractor shall confine operations to work, which will not be affected adversely thereby. No portions of the work shall be performed under conditions, which would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by the contractor to perform the work in a proper and satisfactory manner.

4.19 CRIMINAL BACKGROUND CHECKS

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.

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 Parks and Recreation Management Staff upon request.

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.

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 January 1, 2015, whichever is later. This contract shall terminate on December 31, 2016.

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.

Internal / External Catalog.

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

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

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

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

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

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

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

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

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

Insurance.

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

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

A Vendor's financial integrity is of interest to City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension here of, at Vendor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with

an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

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

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

As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Vendor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Vendor shall pay any costs incurred resulting from said changes.

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

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

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

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

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

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

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

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

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

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

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

Vendor and any subcontractors are responsible for all damage to their own equipment and/or property.

Bid Bonds.

Contractor must submit a bid 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 $1,000.00 The Bid Bond shall be valid for days following the deadline for submission of bids. The Bid 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 a Bid Bond will be disqualified.

For hard copy bids, the bid bond must accompany the bid. For electronic submissions, Bidder must provide the original bid bond to the City Clerk prior to bid 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 in the amount of $250,000.00 per sector for contract 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 – Respondent Questionnaire
Attachment A – Part Two – Experience, Background and Qualifications
Attachment A – Part Three – Proposed Plan
Attachment B – Price Schedule
Attachment C – Discretionary Contracts Disclosure Form
Attachment D – Litigation Disclosure Form
Attachment E - Small Business Economic Development Advocacy (SBEDA) Program

Attachment E- Utilization Plan
Attachment F – Veteran Owned Small Business (VOSB) Preference Program Tracking Form
Attachment G – Equipment List
Attachment H – Proposal Checklist
Attachment I – Supplemental Information Related to the State of Texas Conflict of Interest Requirement
Attachment J– Non-Discrimination Ordinance Language
Attachment K – Mowing Inspection Form
Attachment L – List of City Holidays
Attachment M – Park Locations - List of Parks, Address, Mowing Cycles, Acreage, Sector, etc.

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: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

_____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

_____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

_____

RFCSP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same nformation 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 the company (to include number of years in business);

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

c. History of lawn service contracts, facilities or organizations, address, phone numbers, points of contact, length of contracts, and which contracts, if any, were terminated for cause or convenience.

2. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.

3. Describe length of time Respondent has performed project(s) of similar size and scope, including services in high use public buildings.

4. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.

5. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.

6. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint 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. The City will evaluate proposals by Sector. Respondent must submit a separate Proposed Plan for each Sector the Respondent is submitting a response for.

Identify, by circling below, the Sectors that Respondent is submitting a response for. Respondents may submit a response for individual Sectors or all Sectors.

Sector 1:	Yes	No
Sector 2	Yes	No
Sector 3:	Yes	No
Sector 4:	Yes	No
Sector 5:	Yes	No

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

2. Ramp Up Plan - Describe how Respondent will ramp up to meet the City's mowing service requirements to implement contract by January 1, 2015. 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. Indicate what communication solutions Respondent will employ to meet the requirement and Reporting.

3. Staffing Plan – Describe Respondent Staffing Plan for providing mowing Services at various Park and Recreation Department facilities. Provide a weekly staffing schedule which shows the mowing schedule.

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

   a. Describe the number of Supervisor(s), and /or Project Manager(s) 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.

4. Quality Assurance/Quality Control (AQ/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 how you intend to utilize environmentally (green) products.

6. Customer Service Plan – Describe Respondent customer service plan and discuss lines of communication and interaction with City customers, including City Staff and others. Describe how you will respond to immediate communications with City staff.

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. Provide a Photo copy of Contractor uniform with proposal response.

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

RFCSP ATTACHMENT B

PRICE SCHEDULE

Posted as separate documents.

RFCSP ATTACHMENT C

CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at

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

Instructions for completing the Contracts Disclosure form are listed below:

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

RFCSP ATTACHMENT D

LITIGATION DISCLOSURE FORM

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

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

RFCSP ATTACHMENT E

SBEDA FORM(S)-UTILIZATION PLAN

SBEDA Language and Utilization Plan

RFCSP ATTACHMENT F

VOSBPP TRACKING FORM

Posted as separate documents.

RFCSP ATTACHMENT G

EQUIPMENT LIST

Posted as separate documents.

RFCSP ATTACHMENT H

PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFCSP Attachment A, Part One	
Experience, Background & Qualifications RFCSP Attachment A, Part Two	
Proposed Plan RFCSP Attachment A, Part Three	
Price Schedule RFCSP Attachment B	
Discretionary Contracts Disclosure form RFCSP Attachment C	
Litigation Disclosure RFCSP Attachment D	
* SBEDA Language and Utilization Plan RFCSP Attachment E	
Tracking Form-Veteran-Owned Small Business (VOSB) Program Attachment F	
Original Proposal Bond and Associated Power-of-Attorney	
Financial Information	
Proof of Insurability - Insurance Provider's Letter Copy of Current Certificate of Insurance	
Copy of Current Pesticide Commercial Applicator License	
* Signature Page (only required for a hard copy submission) RFCSP Section 007.	
One (1) Original, eight 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.

ATTACHMENT I

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 J

NON DISCRIMINATION LANGUAGE

Posted as separate documents.

RFCSP ATTACHMENT K

MOWING INSPECTION FORM

Posted as separate documents.

RFCSP ATTACHMENT L

CITY OF SAN ANTONIO HOLIDAY SCHEDULE

Posted as separate documents.

RFCSP ATTACHMENT M

PARK LOCATIONS – List of Parks, Address, Mowing Cycles, Acreage, Sector

Posted as separate documents.

ATTACHMENT B - PRICE SCHEDULE

	A	B		C	D	E	F
Item #	Site	Address	Sector	Acreage	# of Cycles	Price Per Cycle	Extended Price (D x E)
	SECTOR 1						
1	36TH STREET PARK	36th Street	1	6.00	17	$252.00	$4,284.00
2	ACME	534 S. Acme Rd	1	2.80	17	$117.00	$1,989.00
3	ADAMS HILL	2003 Hunt Lane	1	1.60	17	$67.00	$1,139.00
4	ALDERETE	300 Aurora	1	8.00	17	$336.00	$5,712.00
5	ARROYO VISTA	5908 W. Commerce	1	0.40	17	$45.00	$765.00
6	CAMARGO	5738 Castroville Rd	1	15.00	17	$585.00	$9,945.00
7	CATHEDRAL ROCK PARK & TRAILHEAD	8400 Old Grissom Rd	1	2.00	17	$125.00	$2,125.00
8	CRYSTAL HILLS PARK	4707 Crystal Hills Drive	1	44.00	17	$1,716.00	$29,172.00
9	CUELLAR	5626 San Fernando	1	14.17	17	$595.00	$10,115.00
10	CULEBRA CREEK	10919 Westward Loop	1	11.25	17	$472.00	$8,024.00
11	CULEBRA CREEK SPORT FIELDS	10919 Westward Loop	1	3.25	52	$126.00	$6,552.00
12	GATEWAY TERRACE	5605 Stoney Brook Dr	1	5.30	17	$222.00	$3,774.00
13	GILBERT GARZA	1450 Mira Vista	1	15.00	17	$630.00	$10,710.00
14	GOLDEN COMMUNITY	7801 Somerset Rd	1	14.00	17	$546.00	$9,282.00

Item #	Site	Address	Sector	Acreage	# of Cycles	Price Per Cycle	Extended Price (D x E)
15	HARDBERGER (MAKIN HAY FIELD)	8400 NW Military	1	4.59	17	$192.00	$3,264.00
16	HARDBERGER I	13203 Blanco	1	0.67	17	$35.00	$595.00
17	HARDBERGER II	8400 NW Military	1	0.31	17	$35.00	$595.00
18	HERITAGE DUCK POND	900 Ellison Dr	1	6.73	17	$282.00	$4,794.00
19	HERITAGE POOL	1423 S Ellison Drive	1	2.35	17	$100.00	$1,700.00
20	HILLSIDE ACRES	8120 Clegg Dr	1	5.00	17	$210.00	$3,570.00
21	INGRAM HILLS (JOAN PRICE)	3803 Majestic	1	3.00	17	$125.00	$2,125.00
22	LACKLAND TERRACE	7902 Westshire	1	7.20	17	$300.00	$5,100.00
23	LEVI STRAUSS TRAILHEAD	6100 Old Hwy 90 West	1	1.30	26	$90.00	$2,340.00
24	LEVI STRAUSS	6100 Old Hwy 90 West	1	13.00	26	$545.00	$14,170.00
25	MEDINA BASE	6303 Medina Base Rd	1	5.00	17	$210.00	$3,570.00
26	MILLER'S POND	6175 Pearsall Rd	1	30.00	17	$1,170.00	$19,890.00
27	MONTERREY	5909 W. Commerce	1	29.98	17	$1,170.00	$19,890.00
28	NANI FALCONE	7625 Mystic Park	1	25.00	17	$1,050.00	$17,850.00
29	NEW TERRITORIES	9023 Bowen	1	2.00	17	$84.00	$1,428.00
30	O.P. SCHNABEL	9606 Bandera	1	5.00	17	$210.00	$3,570.00
31	OSCAR PEREZ	8601 Timberpath	1	12.00	17	$504.00	$8,568.00

Item #	Site	Address	Sector	Acreage	# of Cycles	Price Per Cycle	Extended Price (D x E)
32	PEARSALL- DOG PARK	5112 Old Pearsall Rd	1	2.06	17	$86.00	$1,462.00
33	PEARSALL PARK & TRAILHEAD	4700 Pearsall Rd	1	148.00	17	$5,772.00	$98,124.00
34	PEARSALL SPORTS FLD - SOCCER	4700 Pearsall Rd	1	6.00	52	$234.00	$12,168.00
35	RAINBOW HILLS	528 Rasa Dr.	1	10.41	17	$437.00	$7,429.00
36	RON DARNER HEADQUARTERS	5800 Old Highway 90 West	1	10.00	26	$420.00	$10,920.00
37	RON DARNER SPORTS FIELD LOT	5800 Old Highway 90 West	1	30.00	26	$1,170.00	$30,420.00
38	ROYAL GATE	5801 Windy Hill	1	2.74	17	$115.00	$1,955.00
39	ROYAL GATE SPORTS FIELD	5801 Windy Hill	1	5.04	52	$196.00	$10,192.00
40	STABLEWOOD FARMS	3903 Crooked Trail	1	7.20	17	$302.00	$5,134.00
41	SUN VALLEY	6307 Sun Valley Drive	1	0.50	17	$35.00	$595.00
42	THUNDERBIRD HILL	Callaghan Near Thuner	1	6.30	17	$264.00	$4,488.00
43	TIERRA DEL SOL	5122 Acequia Pass	1	0.55	17	$35.00	$595.00
44	TOM SLICK	7400 Hwy 151	1	35.00	17	$1,470.00	$24,990.00
45	VAN DE WALLE	1925 Herbert	1	0.70	17	$35.00	$595.00
46	WALKER RANCH	12603 West Avenue	1	14.50	17	$609.00	$10,353.00
47	WESTWOOD	7627 SW Military Dr	1	2.70	17	$113.00	$1,921.00
48	WHEELER	10239 Ingram Rd	1	3.60	17	$151.00	$2,567.00

Item #	Site	Address	Sector	Acreage	# of Cycles	Price Per Cycle	Extended Price (D x E)
	Subtotal Sector 1			[redacted]		Sector 1 Total	$440,515.00
	SECTOR 2						
49	AL FORGE	1900 W. Pyron	2	3.10	17	$130.00	$2,210.00
50	ARNOLD	1011 Gillette Blvd	2	24.60	17	$959.00	$16,303.00
51	ARVIL TRAILHEAD	200 Arvil Ave	2	1.00	17	$90.00	$1,530.00
52	BELLAIRE	733 E. Ansley	2	3.52	17	$147.00	$2,499.00
53	BOTANICAL ALLEY	555 Funston	2	0.70	26	$35.00	$910.00
54	BOTANICAL GARDEN	555 Funston	2	7.91	52	$475.00	$24,700.00
55	BROOKS	3606 Goliad Rd	2	1.00	17	$40.00	$680.00
56	BROOKS SPORTS FIELD	3606 Goliad Rd	2	6.00	52	$234.00	$12,168.00
57	COLISEUM OAKS	101 Ambrosia	2	3.84	17	$161.00	$2,737.00
58	CONCEPCION	500 E. Theo Ave	2	17.50	17	$735.00	$12,495.00
59	COPERNICUS	5003 Lord Rd	2	11.16	17	$468.00	$7,956.00
60	COPERNICUS SPORTS FLD	5003 Lord Rd	2	5.18	52	$202.00	$10,504.00
61	DAFOSTE	210 Dafoste	2	4.72	17	$198.00	$3,366.00
62	DELLCREST	1701 Diane Rd.	2	6.00	17	$252.00	$4,284.00
63	DORI MILLER	2802 MLK Blvd	2	1.04	17	$40.00	$680.00

Item #	Site	Address	Sector	Acreage	# of Cycles	Price Per Cycle	Extended Price (D x E)
64	FIRE STATION NO. 25	New Laredo Hwy & Kelsey Ave	2	0.83	17	$40.00	$680.00
65	FUNSTON	555 Funston	2	5.23	26	$203.00	$5,278.00
66	HARLANDALE	301 Sussex Ave.	2	11.10	17	$466.00	$7,922.00
67	HIGHLAND PARK	901 Rigsby Ave	2	4.90	17	$205.00	$3,485.00
68	J STREET	3500 J St	2	9.00	17	$378.00	$6,426.00
69	JIMMY FLORES	803 Southcross Blvd	2	10.00	17	$420.00	$7,140.00
70	KELLY	949 W. Thompson Place	2	3.50	17	$147.00	$2,499.00
71	KENNEDY	3101 Roselawn	2	35.31	17	$1,377.00	$23,409.00
72	KENNEDY SPORTS FIELD	3101 Roselawn	2	4.54	52	$177.00	$9,204.00
73	KINGSBOROUGH	350 Felps	2	8.00	17	$336.00	$5,712.00
74	LAKESIDE	5640 Lakefront Dr.	2	3.62	17	$152.00	$2,584.00
75	LITTLE COWBOYS FIELD	4001 Roosevelt Ave.	2	8.07	17	$338.00	$5,746.00
76	MADDOX	1222 Mission Grande	2	1.00	17	$35.00	$595.00
77	MARTIN LUTHER KING	3503 MLK Blvd	2	20.00	17	$840.00	$14,280.00
78	MENDOZA	5206 Hillje	2	4.57	17	$191.00	$3,247.00
79	MISSION CREEK PARK	9138 Mission Pass	2	10.69	17	$448.00	$7,616.00
80	MISSION PARKWAY	3600 Mission Parkway	2	10.08	17	$423.00	$7,191.00

Item #	Site	Address	Sector	Acreage	# of Cycles	Price Per Cycle	Extended Price (D x E)
81	MORRILL	238 E. Hart	2	1.40	17	$55.00	$935.00
82	NORMOYLE	700 Culberson	2	20.00	17	$840.00	$14,280.00
83	PALM HEIGHTS	1201 W. Malone	2	2.00	17	$84.00	$1,428.00
84	PALO ALTO	1625 Palo Alto	2	8.54	17	$358.00	$6,086.00
85	PALO ALTO SPORTS FLD	1625 Palo Alto	2	3.90	52	$152.00	$7,904.00
86	PALO ALTO TERRACE	9700 Celeste	2	7.20	17	$302.00	$5,134.00
87	PICKWELL	6911 Pickwell Dr	2	11.00	17	$462.00	$7,854.00
88	PYTEL	6220 S. New Braunfels	2	30.00	17	$1,170.00	$19,890.00
89	RIVERSIDE GOLF	203 MacDonald	2	5.00	17	$210.00	$3,570.00
90	S. FLORES YARD	7930 S. Flores	2	0.25	17	$20.00	$340.00
91	SALADO - 410 TO RITTIMAN	410 to Rittiman (2.8 linear miles; mow 2' on both sides of trail)	2	1.34	17	$250.00	$4,250.00
92	SALADO - JACK WHITE TO WILLOW	Jack White to Willow	2	4.00	17	$350.00	$5,950.00
93	SALADO - MCALISTER TO N.E. LOOP 410	McAlister to N.E. Loop 410	2	1.52	17	$250.00	$4,250.00
94	SALADO - MLK PARK TO SOUTH SIDE LIONS	MLK Park to South Side Lions	2	1.10	17	$250.00	$4,250.00
95	SALADO - N.E.LOOP 410 TO JOHN JAMES PARK	N.E.Loop 410 to John James Park	2	1.42	17	$250.00	$4,250.00
96	SCATES	434 N. Meadow	2	0.70	17	$35.00	$595.00
97	SOUTH SAN	2031 Quintana Rd	2	1.30	17	$55.00	$935.00

Item #	Site	Address	Sector	Acreage	# of Cycles	Price Per Cycle	Extended Price (D x E)
98	SOUTHSIDE LIONS	3100 Hiawatha	2	100.00	26	$4,200.00	$109,200.00
99	SPICEWOOD	3139 Fidelia	2	8.80	17	$369.00	$6,273.00
100	STINSON	900 March	2	47.00	17	$1,833.00	$31,161.00
101	TEJEDA	541 Division Ave	2	8.90	17	$373.00	$6,341.00
102	VILLA CORONADO	11031 Renova	2	16.30	17	$684.00	$11,628.00
103	WHEATLY HTS - NORTHSIDE	200 Noblewood Drive	2	7.00	17	$294.00	$4,998.00
104	WHEATLY HTS - SOUTHSIDE	746 Morning View Drive	2	15.00	17	$630.00	$10,710.00
105	WILLSHIRE TERRACE	1301 Rittiman	2	10.00	17	$420.00	$7,140.00
	Subtotal Sector 2			581.28		Sector 2 Total	$495,388.00
	SECTOR 3						
106	AMISTAD	1600 Tampico	3	13.50	17	$567.00	$9,639.00
107	APACHE	2901 El Paso St	3	37.60	17	$1,579.00	$26,843.00
108	APACHE - COMMERCE ST. TO TRAILHEAD	4239 W. Commerce St.	3	21.40	17	$963.00	$16,371.00
109	APACHE CREEK SPORTS FLD	2901 El Paso St	3	3.00	52	$117.00	$6,084.00
110	BAMBERGER PARK & TRAILHEAD	12401 Babcock	3	5.00	17	$250.00	$4,250.00
111	BENAVIDES SPORTS FLD	1500 Saltillo	3	2.92	52	$117.00	$6,084.00
112	BONNER CONNER	7038 Hausmann	3	10.00	17	$420.00	$7,140.00

Item #	Site	Address	Sector	Acreage	# of Cycles	Price Per Cycle	Extended Price (D x E)
113	BUDDY CAULK TRAILHEAD	6934 Babcock Road	3	0.75	17	$125.00	$2,125.00
114	CALDERON	600 S W 19th St	3	2.50	17	$105.00	$1,785.00
115	CAMINO SANTA MARIA MEDIAN	3303 W. Woodlawn@ Camino Santa Maria	3	0.01	17	$95.00	$1,615.00
116	CASSIANO	1728 Potosi	3	5.20	17	$218.00	$3,706.00
117	COLLINS GARDEN	1525 Nogalitos	3	8.40	17	$352.00	$5,984.00
118	DELLVIEW	507 Basswood	3	2.50	17	$105.00	$1,785.00
119	DENMAN ESTATES PARK	7735 Mocking Bird	3	10.52	17	$441.00	$7,497.00
120	ELMENDORF LAKE	3700 W. Commerce	3	10.00	26	$450.00	$11,700.00
121	ESCOBAR	1400 S Zarzamora	3	6.00	17	$252.00	$4,284.00
122	FARIAS	1012 Leal	3	1.50	17	$63.00	$1,071.00
123	FATHER BENAVIDES	1500 Saltillo	3	4.94	17	$207.00	$3,519.00
124	FOX	6518 Hausmann	3	1.00	17	$45.00	$765.00
125	FOX TRAILHEAD	6518 Hausman Road	3	0.75	17	$125.00	$2,125.00
126	GRANADOS	500 Freiling	3	3.00	17	$126.00	$2,142.00
127	HUEBNER CREEK	6300 Whitby	3	11.05	17	$464.00	$7,888.00
128	J. TOBIN	1900 W. Martin	3	1.00	17	$42.00	$714.00
129	JOE WARD	435 E. Sunshine	3	2.50	17	$105.00	$1,785.00

Item #	Site	Address	Sector	Acreage	# of Cycles	Price Per Cycle	Extended Price (D x E)
130	LADDIE PLACE 3	3 Laddie Place	3	25.00	17	$1,050.00	$17,850.00
131	LAS PALMAS	503 Castroville Rd	3	5.50	17	$231.00	$3,927.00
132	LEE'S CREEK	1215 E. Sunshine	3	5.00	17	$210.00	$3,570.00
133	LEON VISTA PARK & TRAILHEAD	8561 Rochelle	3	2.75	17	$130.00	$2,210.00
134	MARTINEZ	201 Merida	3	7.30	17	$306.00	$5,202.00
135	MONTICELLO	400 Club Dr.	3	0.90	17	$42.00	$714.00
136	NATATORIUM	1430 W Durango	3	0.50	17	$30.00	$510.00
137	NAVARRO	500 N. W. 24th	3	1.50	17	$65.00	$1,105.00
138	OAK HILLS	200 Edgevale	3	10.00	17	$420.00	$7,140.00
139	OFFICER GORRELL PARK	4802 DeZavala	3	5.00	17	$210.00	$3,570.00
140	OJEDA	1100 N. Trinity	3	1.50	17	$65.00	$1,105.00
141	OXBOW PARK & TRAILHEAD	11619 Spring Crest	3	1.02	17	$125.00	$2,125.00
142	ROHDE PARK	11777 Spring Rain	3	4.25	17	$178.00	$3,026.00
143	ROSEDALE	303 Dartmouth	3	53.00	17	$2,226.00	$37,842.00
144	SAN JUAN BRADY	2307 S. Calaveras	3	4.80	17	$201.00	$3,417.00
145	SCENIC SUNSET	7000 Prue Rd	3	25.30	17	$1,062.00	$18,054.00
146	SEELING	105 Placid	3	1.50	17	$63.00	$1,071.00

Item #	Site	Address	Sector	Acreage	# of Cycles	Price Per Cycle	Extended Price (D x E)
147	SMITH	1301 Buena Vista	3	0.30	17	$25.00	$425.00
148	SPRINGTIME	6571 Springtime	3	1.50	17	$63.00	$1,071.00
149	SUNSET HILLS	500 Inspiration Dr.	3	1.00	17	$42.00	$714.00
150	VIDUARRI	1201 Merida	3	5.20	17	$218.00	$3,706.00
151	WEST END	1401 N. Hamilton	3	6.00	17	$252.00	$4,284.00
152	WOODLAWN PARK	103 Cincinnati	3	21.00	26	$987.00	$25,662.00
	Subtotal Sector 3			354.86		Sector 3 Total	$285,201.00
	SECTOR 4						
153	ALAMO PLAZA	300 Alamo Plaza	4	0.50	52	$115.00	$5,980.00
154	ANNEX PARKING LOT	500 Dolorosa	4	3.00	52	$150.00	$7,800.00
155	BEACON HILL	1032 Lynwood	4	4.00	17	$168.00	$2,856.00
156	BUCKEYE	1610 W. Wildwood	4	0.50	17	$35.00	$595.00
157	CESAR CHAVEZ BLVD./MEDIANS	Hwy 281 through Santa Rosa	4	3.50	52	$190.00	$9,880.00
158	CHERRY	Claude Black @ Hardeman	4	0.50	17	$35.00	$595.00
159	COLUMBUS	500 Columbus	4	2.10	17	$88.00	$1,496.00
160	COMMANDER'S HOUSE	645 S Main	4	2.00	26	$84.00	$2,184.00
161	CROCKETT	1300 N. Main	4	5.00	26	$210.00	$5,460.00

Item #	Site	Address	Sector	Acreage	# of Cycles	Price Per Cycle	Extended Price (D x E)
162	DENVER HEIGHTS	300 Porter St.	4	4.20	17	$176.00	$2,992.00
163	GARCIA	1200 N. Frio	4	6.00	17	$252.00	$4,284.00
164	HEALY MURPHY	210 Nolan	4	1.00	17	$42.00	$714.00
165	HEMISFAIR PARK	200 South Alamo	4	15.10	52	$1,057.00	$54,964.00
166	HERRERA	130 I St.	4	4.50	17	$189.00	$3,213.00
167	LAVACA PARK	440 Labor Street	4	1.95	17	$81.00	$1,377.00
168	JESSE JAMES LEIJA	319 W. Travis	4	0.10	17	$65.00	$1,105.00
169	JOSEPHINE ST. FLOOD TUNNEL INLET	105 Josephine	4	2.20	26	$103.00	$2,678.00
170	KENWOOD	305 Dora	4	6.67	17	$280.00	$4,760.00
171	KING WILLIAM	131 King William	4	0.70	26	$55.00	$1,430.00
172	LOS ANGELES HTS	1700 W. Hermosa	4	1.00	17	$42.00	$714.00
173	MADISON	400 Lexington	4	5.10	26	$225.00	$5,850.00
174	MAVERICK	1000 Broadway	4	3.00	26	$126.00	$3,276.00
175	MILAM PARK	500 West Commerce	4	3.50	52	$147.00	$7,644.00
176	OLMOS BASIN	851 Devine	4	75.43	17	$3,168.00	$53,856.00
178	OLMOS SPORTS FIELD	851 Devine	4	31.17	52	$1,309.00	$68,068.00
179	OLYMPIA	2101 Basse Rd.	4	2.10	17	$88.00	$1,496.00

Item #	Site	Address	Sector	Acreage	# of Cycles	Price Per Cycle	Extended Price (D x E)
180	RIVER EXTENSION	Alamo, Market, Commerce	4	0.75	52	$125.00	$6,500.00
181	ROMANA PLAZA	100 Camden	4	0.20	26	$35.00	$910.00
182	ROOSEVELT	331 Roosevelt	4	12.90	17	$541.00	$9,197.00
183	RUSTY LIONS SPORTS FLD	6300 McCullough	4	23.43	52	$984.00	$51,168.00
184	SAN PEDRO SPRINGS PARK	1415 San Pedro Avenue	4	46.27	26	$2,082.00	$54,132.00
185	SKIPPER MARTINEZ PARK	Skipper Drive	4	12.00	17	$504.00	$8,568.00
186	TRAVIS PARK	301 E Travis	4	2.60	52	$125.00	$6,500.00
187	VIETNAM MEMORIAL	100 Auditorium Circle	4	0.80	52	$75.00	$3,900.00
188	WINDSOR	2300 Ingleside	4	2.00	17	$84.00	$1,428.00
	Subtotal Sector 4			285.77		Sector 4 Total	$397,570.00
	SECTOR 5						
189	AGNES BRUNER	13047 Feather Ridge Rd	5	0.53	17	$30.00	$510.00
190	AGNES BRUNER SPORTS FIELD	13047 Feather Ridge Rd	5	3.00	52	$120.00	$6,240.00
191	BELMEADE	119 W. Hathaway	5	4.02	17	$168.00	$2,856.00
192	BLOSSOM	15015 Heimer Rd	5	17.60	17	$739.00	$12,563.00
193	BRACKENRIDGE	3700 N. St Mary's	5	70.00	26	$2,940.00	$76,440.00
194	COMMANCHE LOOKOUT	15551 Nacogdoches	5	12.00	17	$504.00	$8,568.00

Item #	Site	Address	Sector	Acreage	# of Cycles	Price Per Cycle	Extended Price (D x E)
195	DAWSON	2500 E. Commerce	5	4.20	17	$176.00	$2,992.00
196	DIGNOWITY	701 Nolan	5	3.20	17	$134.00	$2,278.00
197	FAIRCHILD	1214 E. Crockett	5	6.80	17	$252.00	$4,284.00
198	FREISENHAHN	15701 O'Connor	5	12.00	17	$504.00	$8,568.00
199	GOLD CANYON	2900 Gold Canyon Road	5	64.70	17	$2,717.00	$46,189.00
200	GRISSOM PAR & TRAILHEAD	7379 Grissom Rd	5	0.75	17	$125.00	$2,125.00
201	HASKIN	200 Haskin	5	1.00	17	$42.00	$714.00
202	INGRAM - VIA TRANSIT CENTER TRAILHEAD	3215 Northwestern Dr	5	1.00	17	$125.00	$2,125.00
203	JOHN JAMES	1300 Rittiman	5	13.50	17	$567.00	$9,639.00
204	KALLISON	9500 Moroga	5	7.60	17	$319.00	$5,423.00
205	LADY BIRD JOHNSON	10700 Nacogdoches	5	35.00	17	$1,470.00	$24,990.00
206	LEON - BABCOCK TO BANDERA	Babcock to Bandera	5	2.04	17	$95.00	$1,615.00
207	LEON - MAINLAND TLHD	8241 Mainland Rd	5	0.71	17	$125.00	$2,125.00
208	LEON - MAINLAND TO VALERO 1604	Mainland to Valero 1604	5	5.00	17	$210.00	$3,570.00
209	LEON - TWIN FALLS	7338 Twin Falls	5	0.25	17	$25.00	$425.00
210	LINCOLN	2915 E. Commerce	5	24.70	17	$1,037.00	$17,629.00
211	LOCKWOOD	801 N. Olive	5	3.80	17	$159.00	$2,703.00

Item #	Site	Address	Sector	Acreage	# of Cycles	Price Per Cycle	Extended Price (D x E)
212	LORENCE CREEK PARK	14800 Henderson Pass	5	50.76	17	$2,131.00	$36,227.00
213	LOU KARDON	6161 Gibbs Sprawl Rd.	5	10.00	17	$420.00	$7,140.00
214	MANCHKE	3400 Broadway	5	13.45	17	$632.00	$10,744.00
215	MAINLAND TRAILHEAD	8241 Mainland Rd	5	0.75	17	$125.00	$2,125.00
216	MCALLISTER PARK	13102 Jones Maltsberger	5	25.00	26	$1,175.00	$30,550.00
217	MCALLISTER SPORT FIELDS	13102 Jones Maltsberger	5	3.00	52	$117.00	$6,084.00
218	MCCLAIN	15700 O'Connor	5	7.00	17	$294.00	$4,998.00
219	MUD CREEK	16675 Jones Maltsberger	5	70.05	17	$2,942.00	$50,014.00
220	NORTH HAMPTON	8989 FM 78	5	21.00	17	$882.00	$14,994.00
221	NORTHRIDGE	821 Chevy Chase	5	4.60	17	$193.00	$3,281.00
222	OAK HAVEN PARK	16400 Parkstone	5	2.00	17	$84.00	$1,428.00
223	PERSHING	500 Sandmeyer	5	1.90	17	$79.00	$1,343.00
224	PITTMAN-SULLIVAN	1101 Iowa St.	5	21.50	17	$903.00	$15,351.00
225	PRICE	100 Dalewood	5	5.00	17	$210.00	$3,570.00
226	RAINTREE	6860 Raintree Path	5	7.28	17	$305.00	$5,185.00
227	ROBERT TOBIN	150 Ira Lee	5	60.59	17	$2,544.00	$43,248.00
228	RUTH WOODWARD	1011 Locke	5	3.90	17	**$163.00**	$2,771.00

Item #	Site	Address	Sector	Acreage	# of Cycles	Price Per Cycle	Extended Price (D x E)
229	SKYLINE	800 Green Valley	5	1.20	17	**$50.00**	$850.00
230	SPRING CREST PROPERTY	11219 Spring Crest	5	1.50	17	**$63.00**	$1,071.00
231	STONE OAK 1&2	20395 Stone oak Park way	5	8.00	17	**$336.00**	$5,712.00
232	SUNRISE	6525 Binz-Engleman	5	2.00	17	**$84.00**	$1,428.00
233	VALERO TRAILHEAD	5902 North West Loop 1604	5	2.16	17	**$175.00**	$2,975.00
	Subtotal Sector 5			616.04		Sector 5 Total	$495,660.00
Item #	**Site**	**Address**	**Sector**	**Acreage**		**Price Per Acre**	**Extended Price (C x E)**
234	PRICE PER ACRE FOR ADDITIONAL LOCATIONS ADDED DURING CONTRACT PERIOD	Various Locations	Sector 1	30.00		**$45.00**	$1,350.00
235	PRICE PER ACRE FOR ADDITIONAL LOCATIONS ADDED DURING CONTRACT PERIOD	Various Locations	Sector 2	30.00		**$45.00**	$1,350.00
236	PRICE PER ACRE FOR ADDITIONAL LOCATIONS ADDED DURING CONTRACT PERIOD	Various Locations	Sector 3	30.00		**$45.00**	$1,350.00
237	PRICE PER ACRE FOR ADDITIONAL LOCATIONS ADDED DURING CONTRACT PERIOD	Various Locations	Sector 4	30.00		**$45.00**	$1,350.00
238	PRICE PER ACRE FOR ADDITIONAL LOCATIONS ADDED DURING CONTRACT PERIOD	Various Locations	Sector 5	30.00		**$45.00**	$1,350.00
	Total Sector Acreage						2399.25
	Projected Additional Acreage						150.00

Item #	Site	Address	Sector	Acreage	# of Cycles	Price Per Cycle	Extended Price (D x E)
	Total						2549.25

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: Annual Contract for Parks Mowing Services 6100004903

Name of Respondent:	Cantu Contracting, Inc.	
Physical Address:	3396 Rabel Rd.	
City, State, Zip Code:	San Antonio , Texas 78221	
Phone Number:	(210) 627-2970	
Email Address:	cantucon10@cs.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Dollar Amount		

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	No
Name of **SUBCONTRACTOR** Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is **SUBCONTRACTOR** certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is **SUBCONTRACTOR** certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified **SUBCONTRACTOR** as a VOSB. Include any identifying certification numbers.		
Participation Dollar Amount		

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

Authority. The City of San Antonio Veteran-Owned Small Business Preference Program Ordinance 2013-12-05-0864 adopted a veteran-owned small business preference program for specific contracting categories for solicitations issued after January 15, 2014.

Tracking. This solicitation is not eligible for a preference based on status as a veteran-owned small business (VOSB). Nevertheless, in order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both prime contract and subcontract levels.

Certification. The City relies on inclusion in the database of veteran-owned small businesses (VOSB) maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar certification procedures.

Definitions. The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74.

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.

- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographically.

COMPLETE THE FOLLOWING FORM AND SUBMIT IT WITH YOUR BID/PROPOSAL.

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on Veteran-Owned Small Business Program Tracking Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Program Tracking Form may be investigated and I hereby give my full permission for any such investigation. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

BIDDER/RESPONDENT'S FULL NAME:

Teresa Cantu
(Print Name) Authorized Representative of Bidder/Respondent

Teresa Cantu
(Signature) Authorized Representative of Bidder/Respondent

Vice-President
Title

9-9-14
Date

This Veteran-Owned Small Business Program Tracking Form must be submitted with the Bidder/Respondent's bid/proposal.

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.	V1013420
Signer's Name	Teresa Cantu
Name of Business	Cantu Contracting, Inc.
Street Address	33916 Rabel Rd.
City, State, Zip Code	San Antonio, TX. 78221
Email Address	cantucon100@cs.com
Telephone No.	(210) 627-2970
Fax No.	(210) 627-2979
City's Solicitation No.	6100004903

Teresa Cantu
Signature of Person Authorized to Sign Proposal

City of San Antonio

ADDENDUM I

SUBJECT: **Annual Contract for Parks Mowing Services - Request for Competitive Sealed Proposals 14-015 (RFCSP 6100004903), Scheduled to Open: September 10, 2014; Date of Issue: August 8, 2014**

FROM: Paul J. Calapa, Procurement Administrator

DATE: August 19, 2014

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

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

1. Change Cover Sheet, Added RFCSP 14-015

2. Change RFCSP Attachment A, Part 3, Proposed Plan, Question 9 - Wages and Benefits Plan, Change first sentence to read as "Indicate the range of wages that Respondent has established for the Manager, Crew Leader(s), and Laborers classifications."

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

Question 1. What are the names of the current contract holders?
Response. Cantu Contracting, Estrada Landscape and Maldonado Nursery and Landscape.

Question 2. Is there any landscape maintenance required such as weeding, trimming/edging and pruning?
Response. No.

Question 3. What is the standard mowing method for large spaces i.e. are flail shredders to be utilized?
Response. Parks and Recreation recommends flail shredders to be utilized in large open fields.

Question 4. Will service be maintained throughout the term of the contract, i.e. will multiple cycles be consecutively cancelled?
Response. Please refer to Section 4.6 Temporary Reduction in Service Schedules. Traditionally, Parks and Recreation has halted mowing during winter dormancy and extreme drought conditions. A written letter will be sent a week prior to halting all mowing.

Question 5. May contractor perform mowing services during the weekend?
Response. Please refer to Section 4.5 Service Cycle Quantity and Hours. No weekend mowing without prior authorization from the Parks and Recreation Department.

QUESTIONS SUBMITTED DURING SITE VISITS:

Question 6. Do any of the Parks locations have irrigation? If so, is the irrigation system well-marked?
Response. Approximately 20 parks have irrigation systems and the systems have visible markers.

Question 7. To whom does the contractor report tree knicks on oak trees?
Response. The name of the Parks and Recreation Departments' point of contact(s) will be provided at the Contract Kick Off Meeting.

Question 8. Should contractor(s) send a copy of the invoice to the Parks financial point of contract in addition to submitting the invoices to Accounts Payable?
Response. Instructions regarding faster payments will be provided during the Contract Kick Off Meeting which will occur after the award of contract.

Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

PC/rs

City of San Antonio

ADDENDUM II

SUBJECT: **Annual Contract for Parks Mowing Services - Request for Competitive Sealed Proposals 0014-15 (RFCSP 6100004903), Scheduled to Open: September 10, 2014; Date of Issue: August 8, 2014**

FROM: Paul J. Calapa, Procurement Administrator

DATE: September 4, 2014

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

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

1. ADDED: Attachment N. – Redacted Pre-Submittal Conference and Site Visit Sign-in Sheets

2. ADDED: Attachment O. – Pre-Submittal Conference SBEDA PowerPoint Presentation

RESPONSE TO QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, PRE-SUBMITTAL CONFERENCE AND RESTRICTIONS ON COMMUNICATION:

Question 1: Are there additional points awarded to vendors who are Section 3 certified?
Response: No.

Question 2: Do all sub-contractors need to be certified as small businesses at the time of proposal submission or is it OK if their certification is in progress?
Response: Firms must be certified at the time of solicitation response submission date.

Question 3: Please clarify the Small Business Enterprise (SBE) Prime Contract Program and how it applies to obtaining the 20 points during evaluation.
Response: The SBEDA portion of this RFCSP provides for 20 evaluation preference points for certified Small Business Enterprises if they respond as the prime entity and meet the SBEDA eligibility criteria.

Question 4: Should respondents submit the Utilization Plan even if they are not small businesses?
Response: Yes. All respondents must submit the Subcontractor/Supplier Utilization Plan with their solicitation response.

Question 5: Will a large prime contractor (not a SBE), be considered for evaluation points if they have more than 51% subcontract participation with small businesses?

Response: No. In order to receive the evaluation preference points associated with the SBE Prime Contract program, prime respondents must be certified as SBE. See response to Question 3 for specific application to this RFCSP.

Question 6: Can you provide a copy of the Pre-Bid Submittal Sign In Sheet?

Response: A copy of the pre-submittal conference sign-in sheet is posted as a separate document, Attachment N, 'Redacted Pre-Submittal Conference and Site Visit Sign-in Sheets'.

for Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

PC/rs

City of San Antonio

ADDENDUM III

SUBJECT: Request for Competitive Sealed Proposals - Annual Contract for Parks Mowing Services - 0014-15 (RFCSP 6100004903), Scheduled to Open: September 10, 2014; Date of Issue: August 8, 2014

FROM: Paul J. Calapa, Procurement Administrator

DATE: September 9, 2014

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

1. **THE RFCSP OPENING DATE IS HEREBY EXTENDED TO MONDAY, SEPTEMBER 15, 2014, 2:00 PM CT**

Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division

City of San Antonio

ADDENDUM IV

SUBJECT: Annual Contract for Parks Mowing Services - Request for Competitive Sealed Proposals 0014-15 (RFCSP 6100004903), Scheduled to Open: September 10, 2014; Date of Issue: August 8, 2014

FROM: Paul J. Calapa, Procurement Administrator

DATE: September 15, 2014

THIS NOTICE SHALL SERVE AS ADDENDUM NO. IV - TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSL 0014-15 (RFCSP 6100004903)

1. **THE RFCSP OPENING DATE IS HEREBY EXTENDED TO WEDNESDAY, SEPTEMBER 17, 2014, 2:00 PM CENTRAL TIME**

for

Paul J. Calapa
Procurement Administrator
Finance Department – Procurement Division