

AN ORDINANCE

2013-01-10-0003

ACCEPTING THE OFFER FROM ERNESTINA LUNA DBA UNIFIED SERVICE ASSOCIATES TO PROVIDE JANITORIAL SERVICES FOR THE DEPARTMENT OF HUMAN SERVICES LEARNING AND SENIOR CENTERS FOR AN ESTIMATED ANNUAL COST OF \$208,500.00 FROM THE GENERAL FUND.

* * * * *

WHEREAS, the City released a Request for Competitive Sealed Proposals (RFCSP) to provide janitorial services for the Department of Human Services Learning and Senior Centers; and

WHEREAS, eight responses were received, three of which were deemed non-responsive; and

WHEREAS, after evaluating the responsive proposals, staff recommends Ernestina Luna d/b/a Unified Services Associates 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 Ernestina Luna d/b/a Unified Services Associates to provide the City with janitorial services for the Department of Human Services Learning and Senior Centers for an estimated annual amount of \$208,500.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. The Lead Purchasing Administrator is hereby authorized to execute an integration agreement, if necessary, to clarify the terms and conditions of this contract. A copy of the RFCSP is 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. Funding for this ordinance is available as part of the Fiscal Year 2013 budget. Payment not to exceed the budgeted amount is authorized to Ernestina Luna d/b/a Unified Service Associates and should be encumbered with a purchase order. All future fiscal year expenditures are contingent upon future City Council budget approvals.

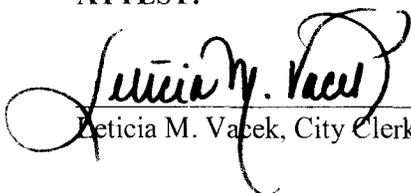
SECTION 3. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage hereof.

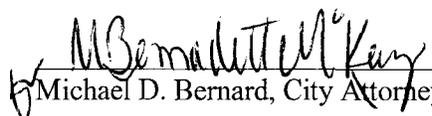
PASSED AND APPROVED this 10th day of January, 2013.

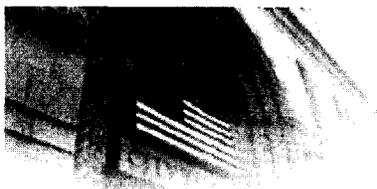

M A Y O R
Julián Castro

ATTEST:

APPROVED AS TO FORM:


Leticia M. Vacek, City Clerk


Michael D. Bernard, City Attorney



Request for
COUNCIL
ACTION

City of San Antonio



Agenda Voting Results - 6

Name:	6, 7, 9, 10, 11, 12, 13, 15A, 15B, 17, 18						
Date:	01/10/2013						
Time:	10:00:32 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance accepting the offer from Ernestina Luna dba Unified Service Associates to provide janitorial services for the Department of Human Services Learning and Senior Centers for an estimated annual cost of \$208,500.00 from the General Fund. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Leticia Ozuna	District 3	x					
Rey Saldaña	District 4		x			x	
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				x
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

CITY OF SAN ANTONIO
FINANCE DEPARTMENT, PURCHASING DIVISION

REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")
For
ANNUAL CONTRACT FOR JANITORIAL SERVICES FOR
DEPARTMENT OF HUMAN SERVICES

NO.: 6100001770

Date Issued: July 27, 2012

PROPOSALS MUST BE RECEIVED **NO LATER THAN:**
2:00 PM August 13, 2012

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

Janitorial Services for Department of Human Services.

Proposal Due Date: 2:00 p.m., August 13, 2012

RFCSP No.: 6100001770

Respondent's Name and Address:

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative:

DBE / ACDBE Requirements:

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

Pre-Proposal Conference * Yes

* If YES, the Pre-Proposal conference will be held on August 2, 2012 at 10:00 AM at Finance Department, Purchasing Division, 111 Soledad, Ste 1100, San Antonio, TX 78208

Staff Contact Person: Dena De La Fuente, Procurement Specialist III, P.O. Box 839966, San Antonio, TX 78283-3966.

Email: dena.delafuente@sanantonio.gov

SBEDA Contact Information: Thomas Davis, 210-207-8124, Thomas.davis@sanantonio.gov

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003 - INSTRUCTIONS FOR RESPONDENTS

PART A

Submission of Proposals.

Submission of Hard Copy Proposals. Submit one original signed in ink, 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 Finance Department, Purchasing Division.

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

Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

Respondents may submit written questions, or objections to specifications, concerning this RFCSP to the Staff Contact Person listed on the Cover Page on or before 7 calendar days prior to the date proposals are due. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form. The point of contact is Thomas Davis, who may be reached by telephone at (210) 207-8124 or by e-mail at thomas.davis@sanantonio.gov. *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

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

Pre-Submittal Conference.

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

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

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

Changes to RFCSP

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

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

Preparation of Proposals.

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

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

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

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

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

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

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

Description of Supplies.

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

Interlocal Participation.

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

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

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

Rejection of Proposals.

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

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

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

The proposal is conditional; or

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

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

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

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

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

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

Evaluation and Award of Contract.

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

City reserves the right to 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. However, City reserves the right to delete line items prior to award.

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

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

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

Inspection of Facilities/Equipment.

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

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

Prompt Payment Discount.

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

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

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

Prohibited Financial Interest

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

Conflict of Interest

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

PART B

SUBMISSION REQUIREMENTS

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

If submitting a hard copy proposal, submit one original, signed in ink and 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.

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TAB 1. PROPOSAL. Prepare and submit the Proposal based on the requirements stated in the RFCSP.

TAB 2. RESPONDENT QUESTIONNAIRE. Use the Form found in this RFCSP as Attachment A: a) PART ONE, b) PART TWO, & c) PART THREE.

TAB 3. DISCRETIONARY CONTRACTS DISCLOSURE FORM. Use the Form found in this RFCSP as Attachment B, which is posted separately or Respondent may download a copy at:

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

Instructions for completing the Discretionary Contracts Disclosure form:

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

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

TAB 4. LITIGATION DISCLOSURE FORM. Complete and submit the Litigation Disclosure Form, found in this RFCSP as Attachment C. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

TAB 5. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM(S). Complete, sign and submit any and all SBEDA form(s), found in this RFCSP as Attachment D.

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

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

TAB 6. PRICING SCHEDULE. Use the Pricing Schedule that is found in this RFCSP as Attachment E.

TAB 7. 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 its current insurance certificate.

TAB 8. FINANCIAL INFORMATION. Submit a recent copy of Bidder's Dun and Bradstreet financial report, or other credit report. If submitting a hard copy bid, place the documents in your ORIGINAL submission. Additional copies are not required.

TAB 9. SIGNATURE PAGE. Respondent must complete, sign and submit the Signature Page found in this RFCSP as 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.

TAB 10. 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. The selection committee may select respondents who are judged to be reasonably qualified for interviews, depending on whether further information is needed. Interviews are not an opportunity to change a submission. If the City elects to conduct interviews, respondents may be interviewed and re-scored based upon the same criteria. City may also request information from respondents at any time prior to final approval of a selected respondent, or seek best and final offers from respondents deemed reasonably qualified for award. Final approval of a selected respondent is subject to the action of the San Antonio City Council.

Evaluation Criteria:

- A. Experience, Background, Qualifications (30 points)
- B. Proposed Plan (30 points)
- C. Price (25 points)
- D. Small Business Economic Development Advocacy Program (SBEDA) (15 points)

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

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

004 - SPECIFICATIONS / SCOPE OF SERVICES

A. BACKGROUND:

Contractor shall provide janitorial services for various City of San Antonio Department of Human Services Learning Centers. Contractor's services must ensure these City facilities are uniformly clean, hygienic, orderly and attractive. Janitorial services includes general cleaning, disinfecting, trash removal, floor cleaning, and floor maintenance. These specifications set forth different service levels with different requirements, each with a corresponding cost. City may choose any service level for any facility and may change service levels, as indicated below.

These City facilities have various events scheduled from time to time, which may necessitate changes in work areas. Contractor shall meet with each facility's manager during daily pre-shift meetings, so that the Facility Manager can inform Contractor of scheduled events and assign work areas to the Contractor's Shift Supervisors, who will then manage their own crews. Contractor's crews will work in both public and secured areas.

Parking may be available at some sites; however, it will be the responsibility of the contractor to take care of any related expenses that might be incurred for parking.

The City reserves the right to change Service Levels at any facility with 10 days' notice.

B. GENERAL REQUIREMENTS:

To be qualified, Contractor must have been engaged for the preceding 5 years in the performance of **commercial cleaning services**. Due to the size and number of facilities, it is imperative that the Contractor be locally established or be willing to establish a local office. Local means within a 50 miles radius of the San Antonio City Hall.

Contractor shall supply all labor, materials, equipment, supplies and supervision, whether or not specifically mentioned in this RFCSP, necessary for the proper execution and completion of the work. Contractor shall perform all services, as stated in the scope of services or reasonably implied in and in accordance with these contract documents.

Contractor shall provide full time supervision and properly skilled staff to perform the work required under this RFCSP. Unless specified to the contrary, all workmanship shall be up to the best recognized standards known for the services provided.

Workmanship, reliability, and safety shall be key areas of concentration by Contractor. Anything falling short of these standards, at City's sole discretion, for services provided by Contractor falls short of the requirements of the contract and shall be corrected at City's direction.

Janitors - Contractor shall ONLY employ personnel that are thoroughly trained in all phases of cleaning and janitorial work and safety. Day laborers are not acceptable.

Badging – City requires that all of Contractor's employees wear personnel identification badges while performing work hereunder. Contractor shall provide badges to its employees at Contractor's cost. Badges must have Contractor's Company Name, the employee's Full Name, and the employee's photo.

Uniforms - All of Contractor's employees shall wear a distinctive uniform. All uniforms shall be the same and display the name of the Contractor. Uniforms worn by the Contractor's employees must be different, in both design and color, from those worn by City employees. Uniforms shall be subject to the approval of the City of San Antonio prior to the start of the contract. Staff's uniforms must be clean and presentable at the start of each shift.

Weekly Coordination –Contractor shall designate a manager to oversee performance of the Contract's requirements, to be City's primary point of contact, and meet with City as requested. Contractor shall provide City with current, 24-hour local contact information for the manager and update City with any changes to the contact information as they may occur. Contractor shall notify City immediately upon Contractor's decision to assign new manager to the contract.

Performance Standards and Inspections - Contractor shall be evaluated on a daily basis against performance standards common to the industry. City will provide Contractor with the form of the inspection report that will be used for inspections. Results will be discussed in conjunction with the manager, or his designee.

Contractor shall ensure that its employees do not use the City's telephones or equipment in any office, remove or eat food and beverages from City refrigerators, cabinets, or lockers. Purchasing food or drinks from the City's vending machines is allowed. Contractor's employees may use City break rooms.

Contractor shall ensure that its employees do not bring children, relatives, acquaintances or visitors onto City property at any time while in uniform or at any time during their cleaning duty shift.

Contractor shall ensure that its staff is drug free. NO alcohol or drug use shall be permitted on City property. Smoking will only be allowed in designated areas.

Contractor shall establish, implement, and maintain a training program to ensure that all staff is familiar with janitorial industry cleaning standards as well as standards set forth in this RFCSP.

Areas where access is prohibited will be marked, and the areas that Contractor will be responsible for will be identified with a walk through prior to commencement of duties. Janitorial staff is not allowed in IT Rooms at the Learning Centers.

C. SERVICE SPECIFICATIONS:

Contractor is responsible for on-site inspections of all facilities and shall provide sufficient personnel required to satisfactorily accomplish stated tasks.

Day or Night Janitor Support (Service Level 1, 2, and 3): Contractor shall provide a day or night janitor(s) at each facility requiring cleaning services either during or after the facility's normal hours of operation with a minimum of a one hour break for any support working 8 hours per day. The cleaning activities to be performed include all tasks incidental to cleaning functions not specifically listed, but normally included in general janitorial practices, as well as routine cleaning maintenance services as specified in this RFCSP, including, but not limited to, the ongoing clean-up of miscellaneous spills/debris; ongoing cleaning and stocking of restrooms; checking exterior trash receptacles twice daily and emptying as needed; and checking all entrances, parking lots, and adjacent grounds twice daily and removing all trash. The day janitor may also perform setups, takedowns and clean up activities for special functions and events, which shall require the janitor to move chairs, tables and other property. Janitors provided as day or night support must be able to lift up to 50 pounds. Day (Service Level 1) or Night (Service Level 2) janitor support may be required for 8 hours per day or 4 hours per day (Service Level 3). The City will select the hours for Contractor to provide services at each location.

Service Level 1: Monday through Friday (Day), 5 days per week, 8 hour day shift

Service Level 2: Monday through Friday (Night), 5 days per week, weekdays, 8 hour night shift

Service Level 3: Monday through Saturday, 6 days per week, 4 hours per day, either day or night shift

Roving Janitor Day or Night Crew Support (Service Level 4, 5, 6, 7, 8, and 9): Contractor shall provide a roving janitor(s) at facilities requiring cleaning services either during or after the facility's normal hours of operation and limited to specific days and cleaning frequencies of the week. These cleaning activities include all tasks incidental to cleaning functions not specifically listed, but normally included in general janitorial practices, as well as the routine cleaning maintenance services as outlined in the Specifications section of this RFCSP. Crew is required to accomplish all general cleaning tasks before leaving the facilities.

Service Level 4: Sunday through Saturday, cleaning 2 times per day
Service Level 5: Monday through Friday, cleaning 1 time per day
Service Level 6: Monday through Saturday, cleaning 2 times per day
Service Level 7: Wednesday or Friday, cleaning 1 time per day
Service Level 8: Monday, Wednesday, Friday, cleaning 1 times per day
Service Level 9: Monday and Thursday cleaning 1 time per day

Additional Day or Night Janitor Support: Contractor may modify the number of personnel assigned to work under this Contract, as it deems necessary and/or propose alternatives to initial staffing levels for consideration by City. The merits of any and all alternatives proposed by Contractor shall be judged on the basis of how the alternative shall impact the operations at each respective facility. Any additional personnel shall be at the expense of Contractor, unless requested by the City to perform additional tasks not covered in this contract. City shall have the right to modify the cleaning schedules with notice to Contractor, either on a temporary or permanent basis.

Day or Night Janitor Support Changes: Any change in day or night janitor personnel must be reviewed and approved by each Facility Representative before personnel is scheduled for work. Contractor shall have a Cleaning Supervisor available for callback without additional cost to City if at any time the cleaning staff fails to perform or does not arrive to perform the duties listed herein. Contractor shall provide the City with a 24 hour contact phone number:

EQUIPMENT/SUPPLIES: Contractor shall supply all necessary commercial equipment and associated cleaning supplies to perform the cleaning requirements stated herein. Commercial equipment shall include, but not be limited to vacuum cleaners, mops, buckets, rags, brooms, etc. needed for the performance of the work of this contract. Such equipment shall be of commercial grade and of the size and type customarily used in work of this kind and no equipment shall be used which is harmful to the areas being cleaned. All equipment must be in good working condition at all times. *In addition, Contractor shall also supply restroom restocking supplies, including, but not limited to, toilet tissue, commode/urinal deodorants, paper towels, hand soap, and plastic can liners. The estimated usage of Toilet Paper is 312 cases per year and the estimated usage of C-Fold Paper towels is 624 cases per year.*

STORAGE SPACE: City shall furnish space for the purpose of storing Contractor's equipment and supplies in all facilities. Keys for storage space shall be provided to Contractor by City. Storage space must be maintained in a neat and orderly manner. Contractor is responsible for following proper storage handling rules and regulations and adhering to all applicable codes related to material handling. Current Material Safety Data Sheets must be available in all chemical storage areas. City assumes no security against loss or damage. In addition, the City reserves the right to inspect the storage space at any time. Contractor shall reimburse City for replacement costs of any lost keys.

CRIMINAL BACKGROUND CHECKS:

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

b. Contractor shall provide proof that all personnel assigned to City facilities have had a criminal background check prior to their assignment. The proof shall be provided to the Finance Department, Purchasing Division.

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

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

SIGN-IN PROCEDURES:

Contractor's employees shall sign in at the beginning of each shift at each City Facility, and sign out at the end of each shift. Contractor shall provide the sign in sheets, which shall be located at the receptionist desk with all other sign in sheets, for City's records.

STANDARD SERVICES FOR ALL LEVELS shall include:

TRASH & RECYCLES PICKUP AND REMOVAL: Contractor shall keep trash, debris, leaves, cigarette butts, etc. picked up on a continuous basis. All accumulated trash shall be bagged and properly disposed of at the designated City provided disposal area. Contractor shall also gather all trash from all containers inside and outside of the building. All waste receptacles shall be washed or wiped clean with a damp cloth, replacing trash bags with black plastic liners or biodegradable liners and promptly returning waste receptacles to where they were located. Receptacles designated for recycled material shall be emptied twice a week, or more frequently if needed, into designated City provided containers for pickup by City's Solid Waste Management Department.

SWEEPING AND DUST MOPPING: Floors shall be thoroughly swept or dust mopped. Sweeping compounds shall not be used on finished floors; however, a wax-based sweeping compound may be used on garage or unfinished concrete floors. After the floors have been swept or dust mopped, the entire floor surface shall present a clean appearance with no loose dirt or debris in evidence, including in corners, expansion joints, and other places accessible to the broom, hand broom or dust mop. Chairs, trash receptacles, and other easily moveable items shall be moved to sweep underneath.

REMOVING OF GUM, TAR AND OTHER FOREIGN MATTER: Surface accumulations, including, but not limited to, chewing gum, tar, hardened dirt, and wax buildup, which cannot be removed by means of a mop, broom, or dust mop, shall be scraped and then removed. Care shall be taken to avoid damage to floor tiles or finish. All gum, tar and other soils shall be removed as soon as discovered.

SPOT MOPPING: Contractor shall spot mop daily, and as needed. Spills, spots and stains shall be damp mopped to ensure the floor maintains a uniformly clean appearance. Spilled materials such as alcohol or other chemicals may result in stains which penetrate floor finishes. Should this happen, Contractor shall apply a light coat of floor finish to repair the damage and present a uniform appearance.

MOPPING: Floors shall be damp or wet mopped daily in order to maintain a uniformly clean appearance. Mopped floors shall be free from streaks, spots, stains, smears, mop strands and other unsightly appearance. There shall be no splash marks or mop streaks on furniture, walls, baseboards, trash receptacles, or mop strands after floors are mopped. Easily movable items, including floor mats, must be moved to maintain the floor underneath. All moved items shall be returned to their original location when all operations are completed.

DUSTING: Contractor shall provide low and high dusting. For low dusting, Contractor shall remove dust, dirt, spider webs, lint or dry soil from horizontal surfaces of chairs, file cabinets, blinds, tables, table or chair legs, bookcases, air conditioning vents and window sills. For high dusting, Contractor shall remove dust, lint, spider webs and dry soil from surfaces higher than 6 feet above the top of the floor. High dusting includes, but is not limited to, ventilation grilles, ceiling light fixtures, and "EXIT"/"ENTRANCE" signs.

RESTROOM CLEANING

Restroom Fixtures: Contractor shall completely damp clean and disinfect all surfaces and under surface edges of sinks, toilet bowls, urinals, lavatories, dispensers, plumbing fixtures, doors, walls, and other such surfaces using a germicidal detergent. Contractor shall pour used mop water into floor drain weekly to ensure P-trap is kept full. Fixtures or surfaces cleaned shall be left free of deposits, dirt, streaks and odors. Any grout shall be free of dirt, scum, mildew, and other stains and discolorations. All spots and graffiti shall be removed from restroom stall partitions, tile walls and all doors. Kick plates shall be wiped clean.

Restroom Vertical Surfaces: Contractor shall remove all streaks, marks, and graffiti from vertical surfaces. Contractor shall disinfect all surfaces of stall walls, stall doors, entry doors, including handles, kick plates, ventilation grilles, metal guards, and wall areas adjacent to wall mounted lavatories, urinals and toilets.

Restroom Floors: Contractor shall sweep and mop restroom floors so that the entire floor surface is free from litter, dust, and foreign debris. Contractor shall ensure that grout on floor tiles is free of dirt, scum, mildew, residue, and other stains or discolorations. Floors shall have a uniform appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film or standing water. Easily movable items shall be moved to sweep and mop underneath. Restroom floors shall be stripped, scrubbed, and/or waxed, as necessary to maintain sanitary conditions and present a clean, uniform appearance.

Hand washing Sinks: Contractor shall clean all hand washing sinks using a germicidal detergent. Dispensers shall be damp wiped and cleaned prior to refilling or as required. Rags, sponges and other items used to clean toilets and urinals shall not be used to clean sinks and counter tops.

Re-supplying Restrooms: Contractor shall continuously but not less than twice a day check supplies in restrooms to ensure they are properly stocked with supplies.

Sanitary Napkin and Tampon Receptacles: Contractor shall empty, clean, disinfect and replace the liners of all sanitary napkin and tampon receptacles. All other receptacles shall be emptied and damp dusted on the inside. Contractor shall ensure receptacles are not left with streaks.

Restroom Sign-Off Sheet: Contractor is required to fill out sign-off sheet each time the restroom is serviced. Contractor shall supply the sign-off sheets and post them in the Janitorial closet or an area designated by the Facility Manager where they maybe readily available for viewing by City staff.

ELEVATOR CLEANING (WHERE APPLICABLE)

Contractor shall vacuum and/or dust and damp mop the floors of the elevators daily. Track channels for doors will be vacuumed once each week. Exterior and interior sides of doors and trims shall be dusted daily and polished monthly. Cabs shall be damp wiped daily and washed as needed. Control and dispatch panels shall be dusted and polished daily to remove smudges, fingerprints or other foreign matter. Elevator thresholds shall be cleaned daily and polished monthly.

FLOOR MAINTENANCE

All hard surfaced floors shall receive floor maintenance. Floor maintenance includes stripping of old wax, applying sealant, two coats of floor finish and buffing. After completing maintenance on the floors, the entire floor shall have a uniform glossy appearance, and be free of litter, dust, foreign debris, scuff marks, heel marks, and other stains and discolorations. Care should be taken when applying floor solutions. Any solutions splattered on baseboards, furniture, trash receptacles, etc. shall be removed. Easily moveable items, including bleachers, must be moved to maintain the floor underneath. All moved items shall be returned to their original location when all operations are completed. Floor finish is only to be applied to floor surfaces which have been thoroughly cleaned. Any probable price variance due to condition of the floor must be included in the bid price.

STAIRWAYS (LANDING AND TREAD SURFACES), AS APPLICABLE

Landing and tread surfaces shall be kept free of dirt, dust, and other foreign substances and shall present an overall appearance of cleanliness. Railings, ledges, grills, fire apparatus, and doors shall be kept free of dust and foreign substances. Glass surfaces shall be cleaned and free of obvious dust, smudges, or spots. Metal surfaces shall be kept free of smears, smudges, or stains and shall be clean, bright, and polished to a uniform luster. Wood surfaces shall be kept free of smears, smudges, or stains.

SHAMPOO CARPET AND EXTRACTION

All carpet shall be shampooed using extractor, or deep steam cleaning methods. Cleaning method shall be chosen by each Facility Representative. After shampooing, all areas shall be free of litter, dust, debris stains and discolorations. Easily moveable items must be moved to maintain the floor underneath. All moved items shall be returned to their original location when all operations are completed. After carpet has been shampooed and dried, the carpet shall be treated with a carpet protector. Any probable price variance due to condition of the carpet must be included in the bid price.

CARPET DEEP STEAM CLEANING

The cleaning method used to sanitize and steam clean carpet without the use of chemicals and only the use of water. During the steaming process, a heating element boils the water in the reservoir and as the trigger is pressed, steam is produced.

EXTERIOR CLEANING

The area within 15 feet of the facility, including adjacent porches where applicable, shall be cleaned and swept on a daily basis. Contractor shall pick up and discard all trash and/or debris from the front, side and rear entrances of the facilities. Trash cans and ash urns are to be emptied, cleaned and, if required, new liners installed. Contractor shall pressure wash pressure washing all exterior public entrance areas, rear side walks, and loading docks, and other areas around the exterior of the building, as may be directed by the Facility Manager. Any pressure washing shall be performed in accordance with restrictions imposed by the City's drought management plan and applicable ordinance. Clean entrance/exit doors and glass.

DRINKING FOUNTAINS

Drinking fountains are to be thoroughly cleaned as often as required. Stainless steel surfaces shall be highly reflective and free of stains, rust, and miscellaneous streaks.

CLEANING FREQUENCY FOR ALL LEVELS: The Task Frequency listed below is a minimum expectation of cleaning frequency. Failure to complete the tasks in the frequency listed will be determined to be a deficiency in performance that may lead to liquidated damages and termination of the contract. In addition to the services described above, all tasks incidental to cleaning functions not specifically listed, but normally included in general janitorial practices, shall be provided.

DAILY, ONGOING THROUGHOUT THE DAY/SHIFT

Sweep and mop all floor areas with a germicidal disinfectant.
Empty all wastebaskets as often as needed, but at least once per day. Carry trash to the designated holding area and remove and replace wastebasket liners daily.
Clean entrance/exit doors and glass.
Spot clean all wall areas, doors and frames with emphasis on light switch areas with a germicidal disinfectant.
Clean and polish drinking fountains.
Clean and polish all stainless steel using stainless steel cleaner/polish only.
Refill dispensers, with emphasis placed on soap, towel, and tissue dispensers.
Sweep and remove all trash from Entrance Ramp as needed.
Sweep and pick up trash from the area within fifteen (15) feet of the facility as needed.
Vacuum all carpeted traffic areas.
Clean restrooms.

DAILY DINING ROOM AND KITCHEN CLEANING TASKS, IF REQUIRED

Sweep and mop all floor areas with a germicidal disinfectant.
Clean stainless steel with specific cleaners and polish designed for stainless steel.
Clean and disinfect all kitchen sinks and counter tops.
Clean and disinfect all dining tables.

WEEKLY

Clean baseboards and kick plates.
Sweep or vacuum stairwells.
Dust all window sills, blinds, moldings, baseboards, and door and window casings.
Vacuum non-traffic areas.
Buff and wax hard surface floors.
Wipe down fire extinguisher cases.
Vacuum all air vents using intake HVAC brush attachment on vacuum cleaner.
Hose/wash down entrance ramp and steps weekly or as directed by the Facility Representative.
Empty office recycling receptacles twice per week.

QUARTERLY

Strip and wax all hard surface floors. Contractor shall coordinate this activity with the Facility Representative. Shampoo and clean carpet. Contractor shall coordinate this activity with the Facility Representative. All interior and exterior windows shall be cleaned every three months or as directed by the Facility Representative.

SEMI-ANNUALLY (every six months)

High dust areas and fixtures above 6' twice during the year.

PROPOSED FACILITIES:

A. Department of Human Services Learning Centers

Facility Name	Facility Center Address	Estimated Square Footage	Service Level
Willie Velasquez Learning Center	1302 N Zarzamora	8,000	1
St. Mary's Learning Center	3141 Culebra	8,000	1
Margarita Huanes Learning Center	1411 E Guadalupe	8,000	1
Bob Billa Learning Center	1033 Ada	8,000	1
Benavides Learning Center	515 Castroville	8,000	1
Columbia Heights Learning Center	1502 Fitch	8,000	1
Harlandale Senior Center	115 W. Southcross	2,000	5
Hope of Glory Senior Center	339 W. Hutchins	2,000	5

B. ESTIMATED QUANTITIES: The facilities shown are estimates only and in no way binding upon the City of San Antonio. Estimated quantities are used for the purpose of evaluation. Additional facilities that are under development, as well as other City departments, may be added to the contract in the future, so long as all change orders do not exceed the limits imposed by State law. Pricing for additional facilities shall be based on prices bid in Item 5, Additional Facilities. The City may, at its discretion, reduce the number of facilities serviced at any time during the initial, renewal or extension periods.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract and terminate on September 30, 2013.

Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for 2 additional 1 year period. Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.

Temporary Short Term Extensions.

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

All or None Bid.

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

Insurance.

Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department – Purchasing Division, which shall be clearly labeled "Janitorial Services for Department of Human 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 – Purchasing Division. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Incorporation of Attachments.

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

ATTACHMENT A – PART ONE – RESPONDENT QUESTIONNAIRE
ATTACHMENT A – PART TWO – EXPERIENCE, BACKGROUND AND QUALIFICATIONS
ATTACHMENT A – PART THREE – PROPOSED PLAN
ATTACHMENT B – DISCRETIONARY CONTRACTS DISCLOSURE FORM
ATTACHMENT C – LITIGATION DISCLOSURE FORM
ATTACHMENT D -- SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA)
PROGRAM
ATTACHMENT E – PRICE SCHEDULE
ATTACHMENT F -- INSPECTION FORM
ATTACHMENT G -- ADDITIONAL INFORMATION
ATTACHMENT H – PROPOSAL CHECKLIST

Liquidated Damages for Non-Performance.

The Parties agree that the actual damages that might be sustained by City by reason of Contractor's failure to perform are uncertain and would be difficult to ascertain, and that the sum set forth below for failure to perform, as defined below, would be reasonable compensation for such breach(es). Contractor hereby promises to pay, and City hereby agrees to accept, such sum(s) as liquidated damages, and not as a penalty, in the event of such breach(es). Contractor shall pay such sum(s) within 10 calendar days of receipt of written notice from City, which notice shall describe the breach(es). If Contractor fails to pay such sum(s) in a timely manner, City may withhold said sum(s) from any amounts due to Contractor under this or any other contract with City.

The assessment of liquidated damages shall be based on inspections that City conducts on a weekly basis. City will rate Contractor's performance on a scale of 0-5, with 0 being total non-performance of an item and 5 being performance in exact accordance with the contract's specifications. See Attachment F for the form of inspection report that will be used to determine applicability of liquidated damages. An overall monthly rating below three will constitute failure to perform and may result in

the assessment of liquidated damages. The liquidated damages for failure to perform under this section shall be 25% of the contract price for the month in which the inspection report indicates an average rating below three. Continued failure to perform, as defined in this section, may result in contract termination. In addition, City retains all of its other remedies for breaches with respect to failure to perform and unsatisfactory performance for any other violations of the terms and conditions of the contract not specifically listed herein or in the inspection report.

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 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 and conform to the requirements of City ordinance 2011-12-08-1014, as amended.

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

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

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to

the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

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

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

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

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

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

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

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 Finance Department, or Director's designee.

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

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

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

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

Payment Bond - a particular form of security provided by the 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

RESPONDENT QUESTIONNAIRE

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 five (5) 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 insert responses to address the following items. **Do not delete the questions.** Responses to questions listed in Part A should be limited to a total of fifteen (15) pages.

State Respondent primary line of business and provide the requested information:

Primary Business: _____

Years in Primary Business: _____ Years

Percentage of 2011 Revenue Derived from Primary Business: _____%

Indicate any other lines of business in which Respondent is involved:

Other Lines of Business: _____

Percentage of 2011 Revenue Derived from Other Lines of Business: _____%

Give the following information on all current janitorial services clients over the past five years:

Client	List City/State and Size (in SF) of Facilities Served	Contract Term (State begin/end dates)

Add lines as needed to complete your list.

Select two clients from the table above and provide detailed descriptions of the work, the management staff assigned, and unique challenges and the solutions that were implemented to address them.

If the Respondent has experience working in City Facilities, please describe that experience. If Respondent does not have City experience, describe Respondent experience working in a similarly secured facility.

List the following information on all former janitorial services clients over the past 5 years:

Client	List City/State and Size (in SF) of Facilities Served	Indicate Reason No Longer a Client

Add lines as needed to complete your list.

Indicate any client listed in the table above that terminated the referenced contract. Give the client name and provide a brief explanation of the reasons for termination.

If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past.

Provide the following information for the Respondent Contract Manager to be assigned to this contract, if awarded.

Resume (limit to one page)

Contact Information to include, at minimum:

Telephone Number: (210) _____

24/7/365 Cell Phone Number: (210) _____

E-mail Address: _____

NOTE: Telephone/Cell Numbers must be local, 210 area code numbers.

Provide the following information for each of the Respondent Shift Supervisors to be assigned to this contract, if awarded. Limit response to a half page per supervisor.

Name:

Years with Respondent Firm:

Years Experience in Supervising Janitorial Services:

Past Employers (to cover last five years):

Highest Degree/Discipline/School:

Specialized Training or Certifications:

Brief Narrative Description of Experience on Relevant Contracts of similar scope to which the person has been assigned in the last three years.

Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent qualifications.

RFCSP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items.

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

Ramp Up Plan – Describe how Respondent will ramp up to meet the City's janitorial service requirements. Provide information such as badging and staffing. Indicate what the timeframes are for Respondent to be able to mobilize upon contract award. Indicate what communications solutions Respondent will employ to meet the requirements and Reporting.

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

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

Quality Assurance/Quality Control (QA/QC) Plan – Describe Respondent QA/QC Plan to include procedures and personnel utilized for quality control, problem resolution, self-assessment, interaction with City, and control of subcontractors' performance, if any.

Customer Service Plan - Discuss lines of communications and interaction with City customers, including City Staff and others.

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

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

Additional Information - Provide any additional plans and/or relevant information about Respondent approach to performing the Janitorial Services.

RFCSP ATTACHMENT B

DISCRETIONARY CONTRACTS DISCLOSURE FORM

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

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

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

RFCSP ATTACHMENT C

LITIGATION DISCLOSURE FORM

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

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

RFCSP ATTACHMENT D

SBEDA FORM(S)

Posted as separate documents.

RFCSP ATTACHMENT E

**PRICE SCHEDULE
(round to 2 decimals)**

ITEM 1: ADDITIONAL TO BASIC REQUIREMENT OF CARPET SHAMPOO AND EXTRACTION		
Facility	Estimated Square Footage of Carpeted Area	Price per Square Foot Per Carpet Shampoo and Extraction
St. Mary's	4,375	
Billa	1,950	
Benavides	7,250	
Columbia Heights	1,200	
Price per Square Foot Per Carpet Shampoo and Extraction Total		\$ _____

ITEM 2: ADDITIONAL TO BASIC REQUIREMENT OF CARPET DEEP STEAM CLEANING		
Facility	Estimated Square Footage of Carpeted Area	Price per Square Foot Per Carpet Deep Steam Cleaning
St. Mary's	4,375	
Billa	1,950	
Benavides	7,250	
Columbia Heights	1,200	
Price per Square Foot Per Carpet Deep Steam Cleaning Total		\$ _____

ITEM 3: ADDITIONAL TO BASIC REQUIREMENT OF HARD FLOOR SURFACE CLEANING (FLOOR MAINTENANCE)–

Facility	Estimated Square Footage of Hard Floor	Price per Square Foot Per Strip and Wax (The cost for Buff and Wax is included in Items 4-5 below)
Velasquez	8,000	
St. Mary's	3,625	
Huantes	8,000	
Billa	6,050	
Benavides	750	
Columbia Heights	6,800	
Harlandale	2,000	
Hope of Glory	2,000	
Price per Square Foot Per Strip and Wax (The cost for Buff and Wax is included in Items 4-5 below) Total		\$ _____

ITEM 4 : JANITORIAL SERVICES DHS – LEARNING CENTERS:

Willie Velasquez, St. Mary's, Margarita Huanes, Bob Billa, Benavides, Columbia Heights, Harlandale, and Hope of Glory

Service Level	Price per Month per Learning Center
Level 1	
Level 2	
Level 3	
Level 4	
Level 5	
Level 6	
Level 7	
Level 8	
Level 9	

ITEM 5: ADDITIONAL FACILITIES		
Service Level	Square Footage Intervals	Price per Square Foot Per Month
1	Up to 50,000 sq ft	
	50,000 sq ft – 100,000 sq ft	
	Over 100,000 sq ft	
2	Up to 50,000 sq ft	
	50,000 sq ft – 100,000 sq ft	
	Over 100,000 sq ft	
3	Up to 50,000 sq ft	
	50,000 sq ft – 100,000 sq ft	
	Over 100,000 sq ft	
4	Up to 50,000 sq ft	
	50,000 sq ft – 100,000 sq ft	
	Over 100,000 sq ft	
5	Up to 50,000 sq ft	
	50,000 sq ft – 100,000 sq ft	
	Over 100,000 sq ft	
6	Up to 50,000 sq ft	
	50,000 sq ft – 100,000 sq ft	
	Over 100,000 sq ft	
7	Up to 50,000 sq ft	
	50,000 sq ft – 100,000 sq ft	
	Over 100,000 sq ft	
8	Up to 50,000 sq ft	
	50,000 sq ft – 100,000 sq ft	
	Over 100,000 sq ft	
9	Up to 50,000 sq ft	
	50,000 sq ft – 100,000 sq ft	
	Over 100,000 sq ft	

RFCSP ATTACHMENT F
INSPECTION FORM



Department of Human Services Inspection Report

1. INSPECTION AREA:

2. INSPECTED BY:

/ /

Score each area on a scale of 0 to 5 with 0 representing total non-performance and 5 representing performance in exact accordance with the contract's specifications. (Input n/a if not inspected)

3. STAFFING / ATTENDANCE / PERSONNEL	SCORE	COMMENTS
a. Proper # of staff present for shift (including gender)		
b. Staff is on time & attend the pre-shift meeting		
c. Staff is in proper uniform		
d. Friendliness of staff with employees & others		
4. Foyer / Trash / Recycle	SCORE	COMMENTS
a. Terrazzo floors dust mopped & free of trash/dust		
b. Terrazzo floors free of gum, dry spills & wet spills		
c. Wet spills cleaned within a timely manner & use of caution signs		
d. Floor vents vacuumed		
e. Columns, railings, baseboards cleaned		
f. Trash & recycle bin materials placed in proper areas		
g. Walls clean - hand prints, shoe scuffs, spills, etc		
h. Phone areas cleaned		
5. Class Rooms	SCORE	COMMENTS
a. Carpets vacuumed once per shift & as needed after		
b. Carpet stains pre-treated & reported to COSA		
c. Seating & tables wiped down including chair bases		
d. Trash & recycle bin materials placed in proper areas		
e. Reachable windows cleaned - hand prints & spills		

f. Floor vents to be vacuumed		
6. Restrooms	SCORE	COMMENTS
a. Restroom floors cleaned of spills & ground trash		
b. Counters clean & dried when serviced, sinks clean		
c. Bright work on faucets, chrome polished, mirrors		
d. Tile walls cleaned & disinfected – free of stains		
e. Stall walls & doors disinfected, free of graffiti		
f. Commodes & urinals disinfected & clean		
g. All paper & soap supplies stocked		
h. Sanitary items supplied & emptied from receptacles		
i. Trash emptied, vents clean, hand dryer units clean		
7. Safety Items & Repair Requests	SCORE	
a. Wet floor signs used when wet- removed when dry		
b. Areas cleaned when slowest & serviced when busy		
c. Supplies & equipments stored out of passenger flow		
d. Supplies stocked in closet – inventory for COSA		
e. Supply closets clean, orderly,		
f. All chemicals to have proper MSDS safety labels.		
g. Items in need of repair are reported to COSA		
	TOTAL SCORE ➔	
8. Supervisor Certification of Corrective Actions:		
8A. NAME OF SUPERVISOR:	10B. SUPERVISOR SIGNATURE:	10D. DATE SIGNED:

8E. EXPLANATION OF CORRECTIVE ACTION:

9. This Section to be completed by Facilities Manager:

9A. COMMENTS:

9B. NAME OF SUPERVISOR:

10C. SUPERVISOR
SIGNATURE:

10D. EMPLOYEE
NUMBER:

10E. DATE SIGNED:

**RFCSP ATTACHMENT G
ADDITIONAL INFORMATION**

		Billa	Benavidez	Columbia Heights	Huantes	St. Mary's	Velasquez	Harlandale	Hope/Glory
1	The number of restrooms in your facility (total & men/women)	2	2	2	2	2	2	2	2
2	The number of and type of hand paper dispensers	2 multifold	3 multifold	2 multifold	3 multifold	2 multifold	2 multifold	3 multifold	3 multifold
3	The number of toilet seat covers & dispensers	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4	The number of toilet paper dispensers & type	8 double rolls	12 Large circular	7 small normal	12 small normal	4 small normal	4 small normal	5 double rolls	5 double rolls
5	The number and type of soap dispenser	4 under counter & 4 wall mount	4 wall mount	5 wall mounted	4 wall mounted	2 wall mounted electronic	2 wall mount	4 wall mounted	4 wall mounted
6	Does your facility currently use recycled or environmental safe products?	yes	yes	Recycled	yes - recycled	yes	yes	yes	yes

* Note, Velasquez also has 1 multifold dispenser and 1 soap dispenser in Kitchen area

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.

Tab in BVB Response	Document	Initial to Indicate Document is Attached to Proposal
	Table of Contents	
1	Proposal	
2a	General Information and References RFCSP Attachment A Part One	
2b	Experience, Background & Qualifications RFCSP Attachment A Part Two	
2c	Proposed Plan RFCSP Attachment A Part Three	
3	*Discretionary Contracts Disclosure form RFCSP Attachment B	
4	Litigation Disclosure RFCSP Attachment C	
5	* SBEDA Form RFCSP Attachment D and Associated Certificates, if applicable	
6	Pricing Schedule RFCSP Attachment E	
7	Financial Information	
8	Proof of Insurability Insurance Provider's Letter Copy of Current Certificate of Insurance	
9	* Signature Page (only required for a hard copy submission) RFCSP Section 007.	
10	Proposal Checklist RFCSP Attachment H.	
	One (1) Original, Eight (8) copies and one (1) CD of entire proposal in PDF format if submitting in hard copy.	

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

007 - SIGNATURE PAGE

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

(1) 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;

(2) 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

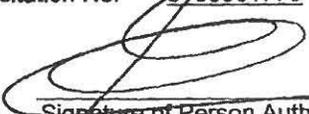
knowledge, all information is true and correct.

By 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

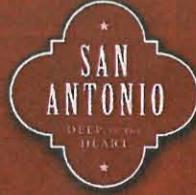
Please Print or Type

Vendor's ID No.	<u>V1038226</u>
Signer's Name	<u>Ernestina Luna</u>
Name of Business	<u>Ernestina Luna dba Unified Service Associates</u>
Street Address	<u>6228 Stable Briar</u>
City, State, Zip Code	<u>San Antonio, Texas 78249</u>
Email Address	<u>eluna@usmedwarehouse.com</u>
Telephone No.	<u>210-473-1835</u>
Fax No.	<u>210-248-6042</u>
City's Solicitation No.	<u>6100001770</u>



Signature of Person Authorized to Sign Proposal

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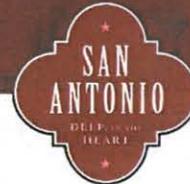


**2013 State Legislative Program
83rd Legislature Proposed Amendments
&
Federal "Fiscal Cliff" Actions**

**Carlos Contreras
Assistant City Manager**

**Agenda Item No. 5
January 10, 2013**

**2013 State Legislative Program &
"Fiscal Cliff" Actions**

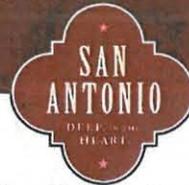


Outline of Presentation

- A. Proposed Amendments to
83rd State Legislative Program**

- B. Federal "Fiscal Cliff" Actions**

2013 State Legislative Program



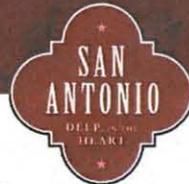
A. 83rd Legislative Program

On November 15, 2012 Council Approved the Following:

- **COSA Initiatives :**
 - Hemisfair Redevelopment
 - Land Bank Amendments
 - Illegal Fill Violations
 - Fire Department Eligibility List
 - Replat Without Vacating Preceding Plat
 - Regulation of Boarding Homes

2

2013 State Legislative Program



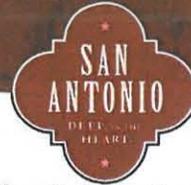
A. 83rd Legislative Program

On November 15, 2012 Council Approved the Following:

- **Endorsements:**
 - DWI Checkpoints
 - Economic Development Funds and Opportunities
 - Public and Higher Education Funding
 - Homelessness Program Funding
 - Reduction of Teen and Unplanned Pregnancies
 - Sales Tax Exemption for Datacenters

3

2013 State Legislative Program



A. 83rd Legislative Program

On November 15, 2012 Council Approved the Following:

- **Protection of Municipal Interests :**
 - Appraisal and Revenue Caps
 - Broadband Network
 - Franchise and Municipal Right-of-Way Fees
 - Pay Day & Auto Title Lending
 - Public Utilities
 - Tree Preservation
 - Unfunded Mandates
 - Vested Rights

4

2013 State Legislative Program



A. Proposed Amendments

Joint Community Initiatives – Transportation

Position Statement:

- Support additional funding options for city and regional transportation programs and initiatives dedicated to improve mobility and to maintain, expand and improve transportation infrastructure. Additionally, support VIA's efforts to implement its comprehensive transportation plan and support increased funding opportunities for multimodal transit projects.

5

2013 State Legislative Program



A. Proposed Amendments

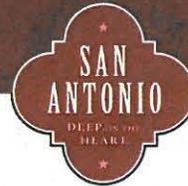
Joint Community Initiatives – Transportation

Possible Funding Sources May Include the Following:

- A. “Rainy Day” Fund
- B. Phase Out Diversions
- C. Vehicle Sales Tax Revenue dedicated to Transportation
- D. Local Option Registration Fee Increase
- E. Rail Relocation & Improvement Fund
- F. Vehicle Registration Fee Increase
- G. Gas Tax Increase
- H. Preserve Local Funding Options

6

2013 State Legislative Program



A. Proposed Amendments

Endorsements – Graffiti

- Endorse amendments to Local Government Code to increase penalties associated with graffiti offenses.
- **83rd Legislature – 1 bill filed to date**
 - HB 36 (Menendez) – enhanced penalty from Class B Misd to Class A which carries jail term of up to 1 year; punishment elevated to State Jail Felony for graffiti on schools, places of worship, city hall or historic structure

7

2013 State Legislative Program



A. Proposed Amendments

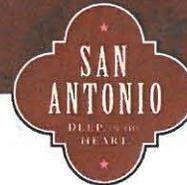
Endorsements – CPS Energy

- **Resource Adequacy:**
 - Ensure an appropriate amount of reserve generation capacity exists to continue to meet the state’s growing population.
 - Preserve the ability to engage in the wholesale market to buy and sell power, as appropriate or necessary.

- **Maintain Local Control of Municipally-Owned Utility:**
 - Preserve local control of CPS Energy.

8

2013 State Legislative Program



A. Proposed Amendments

Endorsements – SAWS

- **Groundwater Management Reform:**
 - Promote additional checks and balances in local groundwater district regulation.

- **Brackish Groundwater Laws:**
 - Create a separate regulatory structure for the development of brackish groundwater that will incentivize its use as a viable and safe water source.

- **State Water Plan Funding:**
 - Identify equitable means to sufficiently fund the State Water Plan with the least impact to customer rates (ex. Bottled water tax; allocate rainy day funds for state water plan)

9

2013 State Legislative Program



83rd Legislature Proposed Amendments

Staff recommends approval to amend the 83rd State Legislative Program to include the following:

➤ **Joint Community Initiatives:**

- Transportation

➤ **Endorsements:**

- Graffiti
- CPS Energy Legislative Agenda
- San Antonio Water System (SAWS) Legislative Agenda

10

2013 State Legislative Program



A. Next Steps

- As of January 8th, 561 bills & resolutions filed
- IGR assigning bills to departments for review & analysis
- COSA initiatives with Legislative Council for drafting or have been drafted & under staff review
- Working with Delegation Members on sponsorship of COSA initiatives
- Committee assignments to be made early February 2013



11

Federal "Fiscal Cliff" Actions



B. The American Tax Relief Act of 2012

- Congress passed on January 1, 2013
- Permanently extends a number of tax provisions that expired at the end of 2012.
- Extends unemployment benefits, Medicare payments and farm subsidies.
- Sequestration spending reductions under the *Deficit Control Act* for domestic and defense programs have been delayed for two months.

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Federal "Fiscal Cliff" Actions



B. Impact to City Programs:

- Most City grant programs will not see an impact until Fiscal Year 2014.
- Grant programs for Fiscal Year 2013 are funded from 2012 Federal Appropriations.
- City currently receives \$154.3 million in Federal and State pass-through grants.
- Sequestration could reduce City's funding by almost \$11 million or 7% of total grants received today.

13

Federal "Fiscal Cliff" Actions



B. Potential Impact to City Programs:

City Grant Programs impacted by Fiscal Cliff in City's Fiscal Year 2014

Program (Amount in Millions)	COSA	Federal Budget	Potential Impact
	FY 2013 Budget Amount	Proposed % Reduction	Amount to COSA in FY 2014 ¹
Human Services Programs			
Head Start	\$56.9	7.8%	\$4.4
Child Care Services Block Grant	46.0	8.2%	3.78
Women, Infants and Children's Supplemental Nutrition Program (WIC)	6.4	8.2%	0.52
Community Services Development Block Grant (CSBG)	1.9	7.8%	0.14
Comprehensive Nutrition Program for Seniors	1.8	7.8%	0.14
Neighborhood Services			
Community Development Block Grant (CDBG)	11.6	8.2%	0.95
HOME Investment Partnership Grant (HOME)	3.9	8.2%	0.32
Public Safety			
Homeland Security State and Local Programs	1.8	8.2%	0.15
Department of Justice Enforcement Grants	1.1	8.2%	0.09
Total	\$131.3		\$10.5

Federal "Fiscal Cliff" Actions



B. Impact to City Employees:

- **Payroll Tax:** The 2% payroll tax holiday was allowed to expire. Starting in January, employees will once again have 6.2% of their wages withheld to pay for Social Security, up from the 4.2% rate that's been in effect for the past two years.
 - Example: This means that someone making \$50,000 might get about \$83 less a month in their paychecks.

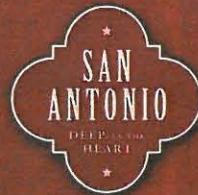
Federal "Fiscal Cliff" Actions



B. Next Steps:

- Congress will have to address the Deficit Control Act to meet March 1st deadline and avoid spending reductions of domestic and defense programs.
- IGR Staff and the Office of Management & Budget will coordinate with Federal Consultants to track this issue closely and strategize on City's next steps.

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2013 State Legislative Program 83rd Legislature Proposed Amendments & Federal "Fiscal Cliff" Actions