

# CITY OF SAN ANTONIO

Purchasing and General Services Department



## FORMAL INVITATION FOR BEST VALUE BIDS ("BVB")

for

**Janitorial Services  
at the San Antonio International Airport**

**Release Date:** Monday, November 29, 2010

**Due Date:** 2:00 p.m. (Central Time), Tuesday, December 28, 2010

**This solicitation has been identified as High-Profile.**

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

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

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

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**CITY OF SAN ANTONIO PURCHASING & GENERAL SERVICES DEPARTMENT**

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Issued By: TC  
BID NO.: BVB-011-024-TC

Date Issued: 11/29/10

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**FORMAL INVITATION FOR BEST VALUE BIDS (BVB):  
Annual Contract for Janitorial Services at the San Antonio International Airport**

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**Sealed bids, one (1) Original signed in ink, ten (10) copies, and one (1) compact disk (CD) containing the entire Bid in PDF format and placed in a sealed package subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, will be received at the City Clerk, City Hall until **2:00 P.M., Central Time, Tuesday, December 28, 2010.****

The City of San Antonio Purchasing & General Services Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance may be received by visiting the Purchasing Office in the Riverview Tower, 111 Soledad, Suite 1100, or by submitting written questions to the contract person(s) as directed in Section IV.

This invitation includes the following:

Invitation for Best Value Bids  
Terms and Conditions

Specifications and General Requirements  
Price Schedule

The undersigned, by his/her signature, represents that he/she is authorized to bind the Bidder to fully comply with the Specifications and General Requirements for the amount(s) shown on the accompanying bid sheet(s). By signing below, Bidder has read the entire document and agreed to the terms therein.

Signer's Name: \_\_\_\_\_  
(Please Print or Type)

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign Bid

City, State, Zip Code: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Please complete the following:

Prompt Payment Discount: \_\_\_\_\_% \_\_\_\_\_days. (If no discount is offered, Net 30 will apply.)

Please check the appropriate boxes which apply to your company:

**Ownership of firm (51% or more):**

Non-minority     Hispanic     African-American     Other Minority (specify) \_\_\_\_\_

Female Owned     Handicapped Owned     Small Business (less than \$1 million annual receipts or 100 employees)

**Indicate Status:**     Partnership     Corporation     Sole Proprietorship     Other (specify) \_\_\_\_\_

Tax Identification Number: \_\_\_\_\_

**FOR CITY USE ONLY**

**AWARD**

**Items Accepted:**

**Ordinance No:**

**Date:**

**Amount:**

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Approved: \_\_\_\_\_

**CITY OF SAN ANTONIO**

# TERMS AND CONDITIONS OF INVITATION FOR BIDS

## READ CAREFULLY

### 1. GENERAL CONDITIONS

Bidders (hereinafter “bidders”, “vendors”, or “contractors”) are required to submit their bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. Any bid, after being opened, becomes subject to the Public Information Act, Government Code Chapter 552; therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Public Information Act.
- (d) No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, San Antonio Water System, and all City boards and commissions other than those which are purely advisory. In this instance a City employee is defined as any employee of the City who is required to file a financial involvement report pursuant to the City’s ethics ordinance.

### 2. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished or the bid may be deemed non responsive. The bidder shall print or type name and manually sign the schedule.
- (b) Where there is an error in extension of price, the unit price shall govern. Any bid that is considered for award by each unit or line item must include a price for each unit or line item for which the bidder wishes to be considered. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.

Any bid that is considered for award on an “all or none” basis must include a price quote for all units or line items. In an “All or None” bid, a unit price left blank shall be tabulated as a “zero”, and shall be deemed to be offered at no cost to the City.

- (c) Alternate bids may be allowed at the sole discretion of the City.
- (d) Proposed delivery time must be shown and shall include weekends and holidays, unless specified otherwise in this BVB.
- (e) Bidders will neither include federal taxes nor State of Texas limited sales excise and use taxes in bid prices since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by bidder.

### **3. DESCRIPTION OF SUPPLIES**

Any 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 type and quality of material. Each bid must clearly identify the proposed product, the quantity of the product, model, and type, as applicable. Prorata adjustments to packaging and pricing may be allowed at the sole discretion of the City.

### **4. ASSURANCE OF COMPLIANCE - EQUAL EMPLOYMENT OPPORTUNITY AND SMALL BUSINESS ECONOMIC DEVELOPMENT (SBEDA) PROGRAM**

It is the policy of the City of San Antonio that Small, Minority, African-American and Women Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Bidder agrees that if this bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, bidder agrees, by submittal of this bid, that he/she will abide by all applicable terms and provisions of this Nondiscrimination Clause and the Small Business Economic Development Advocacy (SBEDA) Program Policy Ordinance. This clause and policy are available in the City Clerk's Office and the City's International and Economic Development Department.

### **5. SAMPLES, DEMONSTRATIONS AND TESTING**

At the City's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested prior to award of the contract, upon delivery and/or at any point during the term of resulting contract. After notification, samples, demonstrations and/or testing must be provided within **ten** days. Failure to provide samples prior to award of contract will disqualify bidder from consideration. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the bidder. Samples will be returned upon request; otherwise, samples will become property of the City of San Antonio, **ten** days after award of the contract.

### **6. SUBMISSION OF BIDS**

- (a) **Sealed bids, one (1) original and ten (10) copies, and one (1) compact disk (CD)** containing the entire Bid in PDF format shall be enclosed in sealed envelopes addressed to the City Clerk, City of San Antonio. The name and address of bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s).
- (b) Bids must be submitted on the forms furnished. Bids, however, may be modified provided such modifications are sealed and received by the City Clerk prior to the time and date set for the bid

opening. However, the City of San Antonio shall not be responsible for lost or misdirected bids or modifications.

- (c) By submittal of this bid, bidder certifies to the best of his/her knowledge that all information is true and correct.

## **7. REJECTION OF BIDS**

- (a) The City may reject a bid if:
  - 1. The bidder misstates or conceals any material fact in the bid; or
  - 2. The bid does not strictly conform to law or the requirements of the bid;
  - 3. The bid is conditional, except that the bidder may qualify the bid for acceptance by the City on an “All or None” basis or a “Best Value Item” basis. An “All or None” basis bid must include all items upon which bids are invited.
- (b) In the event that a bidder is or subsequently becomes delinquent in the payment of his, her or its City taxes, including state and local sales taxes, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent bidder as a result of such contract.
- (c) The City may, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in Par. 7 (a) 3 above. The City at its sole discretion may also waive any minor informalities or irregularities in any bid, to include failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

## **8. WITHDRAWAL OF BIDS**

Bids may not be withdrawn after the time set for the bid opening, unless approved by the City Council.

## **9. LATE BIDS OR MODIFICATIONS**

Bids and modifications received after the time set for the bid opening will not be considered.

## **10. CLARIFICATION TO BID SPECIFICATIONS**

- (a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, he/she may submit to the City Director of Purchasing and General Services, (Director) on or before seven calendar days prior to scheduled opening, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in

this bid must be filed in writing with the Director on or before **seven** calendar days prior to the scheduled opening.

- (b) The City reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within **two** days from request.

## 11. INVOICING, PAYMENT AND DISCOUNTS

- (a) Address for Invoices. All invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.
- (b) 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.
- (c) Payment by City. 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, or the item must be issued by the vendor. City will not make partial payments on an invoice where there is a dispute.

- (d) **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.
- (e) 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.

- (f) Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Bidders must not include such taxes in bid prices. An exemption certificate will be signed by City where applicable upon request by bidder after contract award.
- (g) Prompt Payment Discount. Provided Bidder meets the requirements stated herein, City shall take Bidder's offered prompt payment discount into consideration in determining who the low bidder is. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the bid price, either per line item or total bid amount. However, the City reserves the right to reject a discount if the percentage is too low to be of value to the City, all things considered. The 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.

The 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 bid evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the bid price during bid evaluation, and the City will take the 2% discount if the invoice is paid within the 10 day time period.

## 12. AWARD OF CONTRACT

- (a) Per Section § 252.043 of the Texas Local Government Code, the contract will be awarded to the bidder who provides goods and/or services at the best value for the City. In determining best value, the City may consider price, reputation, quality, past relationship with City, SBEDA requirements, long term cost and any other relevant factors. See Section VIII for specific evaluation criteria to be scored for responses to this solicitation.
- (b) The City reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations, in accordance with Par.7 (a) 3 above.
- (c) A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
- (d) The City of San Antonio reserves the right to utilize previous purchases as a basis for evaluation of bids when future usages are unable to be determined.
- (e) Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the

awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities bid in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.

- (f) **The Bidder Best Value Bid Response will serve as the official contract document if the Bidder is selected for award. No other contract documents will be required to be authorized by the City of San Antonio.**

### **13. BID PROTEST PROCEDURES**

- (a) Any bidder who is adversely affected in connection with the solicitation, evaluation, or proposed award of a contract may file a protest with the Director of Purchasing & General Services and appeal any adverse decision to the City Manager of the City of San Antonio.
- (b) Vendor must deliver a written notice of protest to the Purchasing & General Services Director within seven (7) calendar days of the posting of the intent to award. If vendor does not file a written notice within this time; the vendor will have waived all rights to formally protest the intent to award. It is the vendor's responsibility to check the City's website posting.

### **14. DEBRIEFING**

Debriefing of contract award is available upon request and after award of the Contract.

### **15. CONTRACT TERMINATION**

- (a) **TERMINATION-BREACH:** Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its obligations under this contract, or violate any of the terms of this contract, the City shall have the right to immediately terminate the contract. Notice of termination shall be provided in writing to the contractor, effective upon the date set forth in the notice. Such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor.
- (b) **TERMINATION-NOTICE:** The City may terminate this contract without cause. The City shall be required to give the vendor notice ten days prior to the date of termination of the contract without cause.
- (c) **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.

### **16. DELIVERY OF GOODS/SERVICES**

- (a) All materials are to be delivered F.O.B., City of San Antonio's designated facility.
- (b) Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of the bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or



purchase order. Proposed delivery time must be specific and such phrases “as required”, “as soon as possible” or “prompt” may result in disqualification of the bid.

- (c) Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Director. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.
- (d) When delivery is not met as provided for in the contract, the Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City’s list of eligible bidders as determined by the Purchasing & General Services Department.

## **17. PERFORMANCE DEPOSIT**

The following provisions shall apply to this Invitation for Best Value Bids:

- (a) The successful vendor must furnish the City of San Antonio with a performance deposit in the amount set forth in the Invitation for Bids. This deposit is not to be submitted with the bid, but must be presented to the Purchasing & General Services Department within **ten** days from request.
- (b) The City of San Antonio will not enter into a contract or issue a purchase order until the successful vendor has complied with the performance deposit provisions.
- (c) The performance deposit shall be in the form of a performance bond (in a form acceptable to the City Attorney), cashier’s check, certified check upon a state or national bank or trust company, or a check on such bank or trust company signed by a duly authorized officer thereof (checks to be drawn payable to the City of San Antonio), or a Certificate of Deposit from such bank or trust company assigned to the City of San Antonio, or an irrevocable letter of credit from a state or national bank or trust company.
- (d) The performance deposit of the successful vendor shall be returned by the City upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
- (e) Failure of successful vendor to perform any of the services required by this contract within **ten** days of receipt of written demand for performance from City, or failure of vendor to correct or replace defective goods or products within **ten** days from receipt of written demand therefore, shall constitute a total breach of this contract and shall cause this contract to terminate immediately upon the expiration of the ten day period. In the event of such termination, the performance deposit shall be retained by the City of San Antonio as liquidated damages, based upon mutual agreement and understanding between vendor and City at the time this bid is solicited, submitted and accepted, that the City of San Antonio is a governmental agency engaged in public projects, and that the measurement of damages, which might result from a breach of the terms and specifications herein is difficult or impossible to determine. However, the Director with the concurrence of the City Manager, may return all or part of the performance deposit to the vendor if the Director determines, in the Director’s sole discretion, that the failure to perform the conditions of this contract was the

result of acts or events over which the vendor had no control. The determination shall then be final and binding on all parties.

- (f) Contractor must ensure that the performance deposit, in the form of a performance bond, will be preserved in scope and amount and will remain in full force and effect with the City remaining as obligee/beneficiary of the performance bond in the event that City assigns the agreement with the Contractor to a third party.

## **18. INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the 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 the successful vendor under this contract and that the successful vendor has no authority to bind the City.

## **19. BID RESULT REQUEST**

Any party who wishes to be provided documents relating to the bid results shall make a request in writing. Pursuant to state law, the City may assess a fee in order to recoup the cost related to providing the requested information.

## **20. PATENTS/COPYRIGHTS**

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

## **21. INDEMNIFICATION**

**BIDDER covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the 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 BIDDER'S activities under this contract, including any acts or omissions of BIDDER, any agent, officer, director, representative, employee, consultant or subcontractor of BIDDER, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this contract. 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 BIDDER 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.**

**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.**

**BIDDER shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or BIDDER known to BIDDER related to or arising out of BIDDER's activities under this contract, and shall see to the investigation and defense of such claim or demand at BIDDER's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving BIDDER of any of its obligations under this paragraph.**

## **22. INSURANCE**

Specific insurance provisions will be included in this contract are included in Exhibit 1. An original, completed insurance certificate and all applicable endorsements, meeting the requirements set forth in these specifications, **must be submitted within 10 days of a request from the City.** The successful vendor must maintain, at all times during performance of the contract, the insurance detailed in these bid specifications. Failure to provide these documents may result in disqualification of the bid, or cancellation of the contract, after award.

## **23. ACCEPTANCE BY CITY**

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The 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. The 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.

## **24. WARRANTY**

The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services.

**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.**

## **25. CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders, to include renewals, will be made in writing by the City of San Antonio Purchasing & General Services Department.

## **26. 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 and shall confer no rights upon any third person.

## I. SCOPE OF SERVICES and GENERAL REQUIREMENTS

The City of San Antonio is soliciting bids for contractor(s) to provide uniformed janitorial services at possible, multiple locations throughout the San Antonio International Airport (SAT). These services are required to establish a janitorial maintenance program that will ensure the Airport is clean, hygienic, orderly and attractive.

**Basic Janitorial Services** shall include general cleaning, disinfecting, and trash removal in, but not limited to, the following areas: the concourses, lobbies, restrooms, entryways/curbs, offices and back-of-house common areas. The primary work site for Basic Janitorial Services shall be the terminal buildings. Floor plans for the terminal buildings are shown in Exhibit 1. In addition, Basic Janitorial Services will include setups, takedowns and clean up activities for special functions and events.

**Special Janitorial Services**, as needed, may include floor maintenance at any Airport facility location and food court cleaning/trash removal in the terminals. The City will provide all necessary equipment and cleaning/paper supplies for all services provided.

The Aviation Department has an existing janitorial staff. During daily Pre-Shift meetings, the Aviation Department's Facilities Maintenance Manager or his designee will assign work areas to the Contractor's Shift Supervisors who will then manage their crews. Contractor's crews will work in both public and secured areas.

Parking, at Contractor's (or Contractor's employees') expense, will be available in the Airport Employee Parking lot located at Loop 410 and Airport Boulevard. Free shuttle services will be provided to transport Contractor's employees between the parking lot and the work site. City will provide, on a shift basis, lockers for stowing Contractor's employees' personal items.

The City is considering that the services to be procured through this BVB may be provided to the Aviation Department through a future consortium of airlines. The City shall also have the right to assign this contract.

In evaluating BVB responses, the City will consider information about the wages and benefits package provided by the bidder to its employees.

### A. GENERAL REQUIREMENTS:

1. Prospective bidders must prove beyond any doubt to the City Purchasing Administrator that they are duly qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed.
2. To be qualified the Contractor must be currently engaged in the performance of **commercial cleaning services** for a minimum of five (5) continuous years.
3. When contractor cannot abide by terms and conditions in fulfilling the contract, contractor must supply service or supplies from other sources at the contract price. If contractor delays in the above, the City reserves the right to purchase on the open market and charge contractor the difference between contract price and the purchase price.
4. All prices shall be included in Attachment B, Price Schedule. No other charges will be allowed unless specified in the bid document. Prices must remain firm for the duration of the contract.

5. Contractor shall have all required insurance as set out in Exhibit 2 and hold all proper and current licenses and bonds. In addition, the Contractor is responsible for obtaining all required permits and inspections.
6. Contractor shall supply all labor and supervision, whether or not specifically mentioned in this IFB, necessary for the proper execution and completion of the work; and shall perform all services, as stated in the scope of services or reasonably implied on and in accordance with contract documents.
7. Contractor shall provide full time supervision and properly skilled staff to perform the work required under this bid invitation. Unless specified to the contrary, all workmanship shall be up to the best recognized standards known for the services provided.
8. Workmanship, reliability, and safety shall be key areas of concentration by the Contractor. Anything falling short of these objectives, at City's sole discretion, for services provided by the Contractor falls short of the requirements of the contract and shall be corrected at the direction of the Aviation Department's Terminal Services Manager or his designee.
9. Contractor shall comply with all Federal and State laws and City ordinances and codes applicable to Contractor's operations under this contract.

## **B. CONTRACTOR RESPONSIBILITIES:**

Contractor shall be responsible for the following requirements:

1. **Shifts and Work Week** - The Contractor shall provide Basic Janitorial Services across two daily shifts, every day, inclusive of all holidays. The First Shift will be 6:00 a.m. to 2:30 p.m. The Second Shift will be 2:00 p.m. to 10:30 p.m. Special Janitorial Services, when requested by City and scheduled in advance, shall be provided by Contractor during the Third Shift which shall begin at 10:00 p.m. and end at 6:30 a.m. Each shift includes one (1) thirty minute lunch and two (2) fifteen minute breaks. Work week shall start on Saturday at 12:00 a.m. and end the following Friday at 11:59 p.m.
2. **Staffing** – For this contract, the Contractor shall provide staff in all categories below to perform duties which shall include but not be limited to the following:
  - a. **Shift Supervisors** – For this contract, Contractor shall employ shift supervisors for each shift to ensure that staff, in adequate numbers, is supplied with equipment/supplies, and deployed to critical areas at designated times. At the beginning of each shift, the Contractor's Shift Supervisors shall participate in the Aviation Department's Pre-shift meeting, receive keys, and provide contact telephone information to City's shift supervisors. At the end of each shift, all work areas shall be walked to ensure completion of duties and that carts are stocked for the next shift. Shift Supervisors shall relay all pertinent information to next Shift Supervisor. Contractor shall notify City immediately upon Bidder's decision to assign new shift supervisors to the Aviation contract.
  - b. **Janitors** - The Contractor shall ONLY employ personnel that are thoroughly trained in all phases of cleaning and janitorial techniques and safety. The Contractor shall provide a mix of male and female janitors. Day laborers are not acceptable. For Basic Janitorial Services, Contractor must provide a minimum of 5 female and 5 male janitors on the First Shift. For the Second Shift, Contract must provide a minimum of 4 female and 4 male janitors. As specified in the Section I-

B-5, Weekly Coordination below, the City may require more than the minimum staffing levels on a scheduled and/or emergency basis.

3. **Badging** – At the outset of the contract and/or when newly assigned to the Airport, the Contractor’s employees will be assigned to public areas pending issuance of the required Airport Personnel Identification Badges. The Contractor shall require that all staff, including Managers, Shift Supervisors and Janitors, be badged in accordance to the badging procedures specified in Exhibit 3. City expects Contractor and Contractor’s employees to obtain badges on the most expeditious schedule available and to keep scheduled fingerprinting and documentation appointments. Employees to be assigned to the Airport must apply for an Airport Personnel Identification Badge within one day of being assigned. City will assist newly assigned staff with the application process during their first shift. Contractor’s inability to provide adequate numbers of staff who can meet badging eligibility requirements will be considered a deficiency in performance which may lead to termination of the contract.
4. **Uniforms** - All Contractor employees shall wear a distinctive uniform and display an Airport Personnel Identification Badge as issued by the Aviation Department in accordance with the City’s badge policy. 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.
5. **Weekly Coordination** – For this contract, the Contractor shall provide a manager, at no cost to the City, to oversee performance of the Contract requirements, to be City’s primary point of contact, and meet with the City weekly. Contractor shall provide the 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’s Manager shall meet with the Terminal Services Manager, or his designee, at 2:00 p.m. each Wednesday. The agenda for the weekly meeting will include site inspection, performance evaluation and scheduling requirements for the subsequent the Work Week which may include more than the minimum staffing levels described in Section I-B-2, Staffing above. Contractor shall provide a written confirmation of the requested staffing will be met. Contractor shall notify City immediately upon Contractor’s decision to assign new a new manager to the Aviation contract.
6. **Scheduling** – Contractor shall be responsible for ensuring staff, in the numbers, shifts and genders specified by the Terminal Services Manager, or his designee at the Weekly Coordination Meeting, are present for the beginning of the shifts. If correct number/gender are not present or are unable to fulfill a scheduled shift or are dismissed at the City’s request during a shift, the Contractor shall be responsible for providing a substitute within two (2) hour of the City’s notification. City will not reimburse for overtime. To meet these scheduling requirements, Contractor shall ensure that a sufficient number of their employee’s are badged and to ready to fill in for any shortage due to unfulfilled scheduled shifts, dismissals, or possible emergency requirements by the City.
7. **Shift Communications and Reporting** – Contractor must ensure Shift Supervisor’s and crews are in electronic communications with each other and with the City’s Shift Supervisor. Contractor’s Shift Supervisors must report broken or malfunctioning equipment or fixtures to the City’s Shift Supervisor on that shift.
8. **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. The results shall be provided to Shift Supervisors

at the end of each shift and shall be discussed in conjunction with the Weekly Coordination Meeting or more often as determined to be necessary by Terminal Services Manager, or his designee.

9. **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 of ascertainment, and that the sums set forth below for the particular breaches specified would be a reasonable compensation for such breaches. 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). Selected Bidder shall pay such sum(s) within 5 days of receipt of notice from City, which notice shall describe the breach. If Selected Bidder fails to pay such sum(s) in a timely manner, City may withhold said sum(s) from any amounts due to Selected Bidder under this or any other contract with City. The assessment of liquidated damages shall be based on inspections that City will conduct daily. *Unsatisfactory performance is an overall weekly rating of below three (3).* For purposes of this section, unsatisfactory performance constitutes nonperformance. Continued non-performance may result in contract termination.

For an overall WEEKLY unsatisfactory performance, a 15% deduction of the invoiced charges for the week during which the performance was unsatisfactory.

#### 10. **Miscellaneous Contractor Responsibilities** -

- a. The 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. Break room will be provided.
- b. The Contractor shall not allow its employees to bring children, relatives, acquaintances or visitors onto City property at any time while in uniform or at any time during their cleaning duty shift.
- c. The 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.
- d. The 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 IFB.

### C. **SERVICE SPECIFICATIONS:**

1. **BASIC JANITORIAL SERVICES** - The Contractor shall provide the following Basic Janitorial Services, as needed, continuously throughout First and Second Shifts. Failure to complete the tasks will be determined, at the City's discretion, to be a deficiency in performance which may lead to termination of the contract. It shall be understood that in addition to these Basic Janitorial Services, all tasks incidental to cleaning functions not specifically listed but normally included in general janitorial practices shall be provided.
- a. **RESTROOM AND DRINKING FOUNTAIN 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. 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, including drinking fountains. 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. Clean mirrors as needed.

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.

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 systematically check restrooms to ensure they are properly stocked with supplies. Contractor shall ensure that the restrooms are always fully stocked with paper 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.

NOTE: At peak travel times, Contractor may be required to post an employee inside high traffic restrooms, at City's direction and for required durations.

- b. SWEEPING AND DUST MOPPING - Floors shall be thoroughly swept or dust mopped according to schedule. 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.
- c. 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. The Contractor shall also gather all trash from all containers inside and outside of the building. Recycle receptacles shall be emptied as needed and recyclables shall be collected in designated bins.
- d. 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. Contractor shall respond immediately to reported spills to ensure passenger/employee safety.
- e. ELEVATOR & ESCALATOR CLEANING - Contractor shall vacuum or damp mop, as applicable, the floors of the elevators throughout the shift. Track channels for doors will be vacuumed. Exterior and interior sides of doors, walls, and trims shall be dusted and polished. The threshold plates and handrails of all escalators shall be cleaned throughout the shift.
- f. ENTRYWAY AND EXTERIOR CLEANING - The area along the length of the exterior from the front of Terminals A and B out to the curb shall be cleaned and swept throughout the shift. Contractor shall pick up and discard all trash and/or debris from the defined area. Trash cans and ash urns are to be emptied, cleaned and, if required, new liners installed. Entryway automatic

doors and foyers are to be dusted and mopped throughout the shift. Glass should be cleared of smudges and smears throughout the shift

- g. **EVENT SETUP/TEARDOWN** - The Janitors may also perform setups, takedowns and clean up activities for special functions and events which shall require the custodian to move chairs, tables and other property. Janitors/custodians provided as day or night support shall be able to lift up to 50 pounds.

2. **SPECIAL JANITORIAL SERVICES** - The Contractor shall provide the following Special Janitorial Services, as requested by City, during third shift.

- a. **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.
- b. **CARPET CLEANING** - All carpet shall be shampooed using extractor, encapsulation, or deep steam cleaning methods. After cleaning, all areas shall be free of litter, dust, debris stains and discolorations. Easily moveable items must be moved to clean the carpet underneath. All moved items shall be returned to their original location when all cleaning operations are completed. Place appropriate wet floor signs and close work areas to ensure safety of persons in the area.

## **II. TERM OF CONTRACT**

1. This contract shall be for one year beginning upon the effective date of the ordinance awarding the contract unless renewed, extended or otherwise terminated in accordance with the terms of the contract.
2. Renewals and extensions, if any, shall be in writing and signed by the City's Director of Purchasing & General Services or her designee, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.
3. The City shall have the right to renew this contract under the same terms and conditions for up to two (2) additional one (1) year periods. Said renewals shall be in writing, signed by the City's Director of Purchasing & General Services or her designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.
4. City shall also 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 3 months. Said month-to-month extensions shall be in writing, signed by the City's Director of Purchasing & General Services or her designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

### III. PRE-BID CONFERENCE & SITE TOUR

A Pre-Bid Conference will be held in the San Antonio International Airport, Terminal A, Mezzanine Conference Room located at 9800 Airport Boulevard beginning promptly at **10:30 a.m., Central Time, on Wednesday, December 15, 2010.** Attendance at the Pre-Bid Conference is optional, however strongly encouraged. A Site Tour will proceed immediately following the conference.

Bidders are encouraged to prepare and submit their questions in writing three (3) calendar days in advance of the Pre-Bid Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Bid Conference and posted on the City's website at <http://epay.sanantonio.gov/RFPListings/>.

This meeting place is accessible to disabled persons. The Airport is wheelchair accessible. The accessible entrance is located at 9800 Airport Boulevard. Accessible parking spaces are located in the Short Term Parking area, 9800 Airport Boulevard.

Any oral responses provided by City staff at the Pre-Bid Conference shall be preliminary. A written summary of the Pre-Bid Conference shall contain official responses, if any. Any oral response given at the Pre-Bid Conference that is not confirmed in the written summary of the Pre-Bid Conference or by a subsequent addendum shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City.

### IV. QUESTIONS AND RESTRICTIONS ON COMMUNICATION

Bidders are prohibited from communicating with: 1) elected City officials and their staff regarding the BVB or responses from the time the BVB has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the BVB 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 BVB and/or response submitted by Bidder. Violation of this provision by Bidder and/or its agent may lead to disqualification of Bidder's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Bidders may ask verbal questions concerning this BVB at the Pre-Bid Conference.
2. Bidders may submit written questions concerning this BVB to the Staff Contact Person listed below until **11:00 a.m., Central Time, on Tuesday, December 21, 2010.** Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by email to:

Terri Canal, Contract Coordinator  
City of San Antonio, Purchasing & General Services Department  
[Terri.Canal@sanantonio.gov](mailto:Terri.Canal@sanantonio.gov)

Questions submitted and the City's responses will be posted in the form of an Addendum to the City's web site at <http://epay.sanantonio.gov/RFPListings/>.

3. Bidders and/or their agents are encouraged to contact the Aviation Department's Small Business Office 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 Good Faith Effort Plan form. The point of contact is Ms. Lisa Brice, who may be reached by telephone at (210) 207-3505 or by e-mail at [lisa.brice@sanantonio.gov](mailto:lisa.brice@sanantonio.gov). Respondents and/or their agents may contact Ms. Brice at any time prior to the due date for submission of bids. Contacting her or her office regarding this BVB after the due date is not permitted

4. Bidders may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Bidders shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.
5. Upon completion of the evaluation process, Bidders shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Bidders 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.

## V. AMENDMENTS TO BVB

Changes, amendments, or written responses to questions received may be posted on the City's website at <http://epay.sanantonio.gov/RFPListings/>. It is Bidder's responsibility to review this site and ascertain whether any amendments have been made prior to submission of a bid response.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the BVB, and changes to the BVB – if any – shall be made in writing only.

## VI. SUBMISSION REQUIREMENTS

Tab 1. **BID PACKAGE:** Bidder must complete, sign and submit the entire bid document. **NOTE:** The first page of the BVB must be authorized. Failure to authorize BVB document will disqualify the BVB response from consideration.

Tab 2. **BIDDER QUESTIONNAIRE:** Complete and submit Attachment A, Bidder Questionnaire.

Bidders shall provide with bid response a list of at least three (3) references for which janitorial service of the same type and to the same degree was provided within the last three years. References should include the company name, point of contact, phone number, description of services provided, date of service, and size of facility. **Failure to submit a list of references may cause bid to be disqualified.** The City reserves the right to contact any or all references prior to an award. Any negative responses may result in disqualification of the bid.

Tab 3. **PRICING SCHEDULE:** Complete and submit Attachment B, Pricing Schedule Form.

Tab 4. **DISCRETIONARY CONTRACTS DISCLOSURE:** Use the Discretionary Contracts Disclosure Form that is found in this BVB as Attachment C or download a copy at: <https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.

Instructions for completing the Discretionary Contracts Disclosure form:

- a. Download form and complete all fields. All fields must be completed prior to submitting the form.
- b. Click on the “Print” button and place the copy in your bid as indicated in the Best Value Bid Checklist.

Tab 5. LITIGATION DISCLOSURE: Complete and submit Attachment D, Litigation Disclosure Form. If Bidder 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 separate forms with the bid submittal.

Tab 6. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY PROGRAM FORM: Complete, sign and submit the Good Faith Effort Plan contained in Attachment E.

Tab 7. PROOF OF INSURABILITY: Submit a letter from insurance provider stating provider’s commitment to insure the Bidder for the types of coverages and at the levels specified in this BVB if awarded a contract in response to this BVB. Bidder shall also submit a copy of their current insurance certificate.

Tab 8. BID BOND: Respondent must submit a bid bond, in the form shown in Attachment F, made payable to the City of San Antonio, executed by a corporate surety acceptable to the City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury’s Listing of Approved Sureties (Dept Circular 570) **in the amount of \$10,000.00**. The Bid Bond shall be **valid for one hundred twenty (120) days** following the deadline for submission of proposals. The Bid Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Bidder is not selected, the City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule, or may keep an electronic copy and return the bond.

Failure to include a bid bond with submittal will automatically disqualify bidder from further award consideration.

Tab 9. PROHIBITION REGARDING CAMPAIGN AND OFFICEHOLDER CONTRIBUTIONS ACKNOWLEDGEMENT FORM: Complete, sign and submit Attachment G.

Tab 10. VENDOR MASTER CREATION REQUEST FORM: Download and complete all the fields in the form found at the link below.

<http://www.sanantonio.gov/pgs/pdf/Vendor%20Master%20Creation%20Request%20Form.dot>

Print and submit the form and requested attachments:

- To the fax or e-mail address given at the top of the form - **AND** -
- Submit copies with the bid package submittal.

Tab 11. ADDENDUMS: Bidder shall authorize and submit all Addendums (if any) issued for this BVB. Changes to the BVB will be posted to the City of San Antonio’s Bidding & Contract Opportunities Website, <http://epay.sanantonio.gov/RFPListings>. It is Bidder’s responsibility to review this site and ascertain whether amendments or revisions have been made prior to submission of a bid response.

Tab 12. BEST VALUE BID CHECKLIST: Complete and submit Best Value Bid Checklist found in Attachment H.

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

## VII. EXHIBITS

1. Exhibit 1 – Floor Plans for Terminals A & B
2. Exhibit 2 – Insurance Requirements
3. Exhibit 3 – Procedures for Obtaining Airport Personnel Identification Badge
  - a. Exhibit 3, Attachment I – List of Disqualifying Crimes

## VIII. EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all bids received, that meet the qualifications, in response to this BVB. The City may appoint a selection committee to perform the evaluation. Each bid will be analyzed to determine overall responsiveness and qualifications under the BVB. Criteria to be evaluated will include the items listed below. Final approval of a Bidder is subject to the action of the City of San Antonio City Council. Below is the Evaluation Criteria established for this solicitation. In addition, the associated points assigned to each criterion (out of a maximum of 100 points) are shown. Factors to be considered, by not limited to, in the evaluation of each criteria are also listed.

- A. Experience, Background, Qualifications (30 points)
  - Years in Business, Primary Business, Clients Served, Facilities Served, Business History, Teaming, Experience of Staff to be Assigned, References, Other
- B. Bidder's Plan (20 points)
  - Mobilization , Staffing including employment incentives used to secure best available employees, Quality Assurance, Customer Service, Training, Safety, Other
- C. Price (30 points)
  - Hourly Rates by Job Classification
- D. Small Business Economic Development Advocacy Program (SBEDA) (20 points):
  1. A maximum of ten (10) percentage points for Local Business Enterprises (LBEs).

Prime contractors who have a local branch office will receive six percent (6%) of the selection points. Non-local prime contractors can receive points for subcontracting with local businesses proportional to the amount of work performed by those local subcontractors ( For example, if a non-local prime contractor subcontracts with a local subcontractor for 50% of the work, they are eligible for up to five points.)
  2. A maximum of five percentage (5%) points for companies designated as Historically Underutilized Enterprises (HUEs).

Prime contractors who subcontract with HUEs can receive points proportional to amount of work performed by those HUEs ( For example, if a prime contractor subcontracts with a small, minority and/or a small, woman business enterprise for 50% of the work, they are eligible for up to 2.5 points.)

S/MBEs and/or SWBEs must be certified by the South Central Texas Regional Certification Agency, the City's certifying agency, or approved by the Director of International and Economic Development or designee to be considered HUEs.

3. A maximum of five percentage (5%) points for Prime Contractor compliance with the SBEDA Program policy:
  - a. One percent (1%) for submission/approval of the Good Faith Effort Plan.
  - b. One percent (1%) for meeting/exceeding the MBE goal.
  - c. One percent (1%) for meeting/exceeding the WBE goal.
  - d. One percent (1%) for meeting/exceeding the AABE goal.
  - e. One percent (1%) for meeting/exceeding the SBE goal.

## **IX. BID AND PERFORMANCE BONDS**

- A. **BID BOND:** Contractor must submit a bid bond, in a form acceptable to the City, made payable to the City of San Antonio, executed by a corporate surety acceptable to the City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) **in the amount of 10,000**. The Bid Bond shall be **valid for one-hundred and twenty (120) days** following the deadline for submission of bids. The Bid Bond must be accompanied by an original signed and notarized Power-of-Authority bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Bidder is not selected, the City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule.
- B. **PERFORMANCE BOND:** If selected, Bidder shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code in the full amount of the contract price. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, Chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract.

If selected, Bidder must provide City with a fully executed Performance Bond prior to commencing work under the contract and no later than 8 a.m. of the fourth calendar day after the date that the San Antonio City Council awards and authorizes this contract.

Bidder must ensure that the performance bond, will be preserved in scope and amount and will remain in full force and effect with the City remaining as obligee/beneficiary of the performance bond in the event that City assigns the contract with Bidder to a third party.

## **X. AWARD OF CONTRACT AND RESERVATION OF RIGHTS**

City reserves the right to award one, more than one or no contract(s) in response to this BVB.

The Contract, if awarded, will be awarded to the Bidder whose response is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council. The City reserves the right to make an award on the basis of low line item, total of line items, or in any other combination that serves the best interest of the City and to reject any and all bid items at the City's sole discretion. Geographical locations may be included as a factor in the evaluation and award of this BVB.

The ordinance awarding this contract, the City's Invitation for Best Value Bid, together with the Bidder's Best Value Bid Response will serve as the official contract document if the Bidder is selected for award. No other contract documents will be required to be authorized by the City of San Antonio. Should there be a conflict among the contract documents, the order of priority of interpretation shall be as listed above.

## **XI. SCHEDULE OF EVENTS**

Following is a list of **projected dates/times** with respect to this BVB:

BVB Issue Date	<b>Monday, November 29, 2010</b>
Pre-Bid Conference & Site Tour	<b>Wednesday, December 15, 2010, 10:30 a.m.</b>
Final Questions Accepted	<b>Tuesday, December 21, 2010, 11:00 a.m.</b>
BVB Responses Due	<b>Wednesday, December 29, 2010, 2:00 p.m.</b>



**EXHIBIT 1**

**FLOOR PLANS FOR TERMINALS A and B**

*(Posted as Separate Documents)*

**EXHIBIT 2**  
**INSURANCE REQUIREMENTS**

## INSURANCE REQUIREMENTS

- A. Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City’s Purchasing & General Services Department, which shall be clearly labeled “**Annual Contract for Janitorial Services at the San Antonio International Airport**” in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form must have the agent’s signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City’s Purchasing and General Services Department. No officer or employee, other than the City’s Risk Manager, shall have authority to waive this requirement.
- B. The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City’s Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.
- C. A Contractor’s financial integrity is of interest to the City; therefore, subject to Contractor’s right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor’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:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation 2. Employers' Liability	Statutory Limit \$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 <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage  \$100,000

- D. As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of

the parties hereto or the underwriter of any such policies). Contractor 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. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio  
Attn: Purchasing & General Services Department  
P.O. Box 839966  
San Antonio, Texas 78283-3966

- E. Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
  - Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
  - Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
  - Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- F. Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor'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.
- G. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- H. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.
- I. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- J. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

K. Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

## EXHIBIT 3

### PROCEDURES FOR OBTAINING AIRPORT PERSONNEL IDENTIFICATION BADGE AT SAN ANTONIO INTERNATIONAL AIRPORT (SAT)

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

The procedures to obtain an Airport Personnel Identification Badge are as follows:

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

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

4) As of September 24, 2010 badge processing fees are:

<u>Airport Security Badge &amp; ID Office Service</u>	<u>Amount</u>
Fingerprint-based Criminal History Records Check (CHRC)/STA	65.00
Identification Badge (new/renewal/replacement/exchange)	35.00
Non-Returned Identification Badge	75.00
Reactivation of Identification Badge (Security Violation)	
1 <sup>st</sup> Offense	25.00
2 <sup>nd</sup> Offense	50.00
3 <sup>rd</sup> Offense	75.00
Progressive Security Fee Program	Sliding Scale
AOA Parking Decal (for General Aviation leasehold only)	5.00

There is no refund for badge processing fees.

- 5) As part of the badging process, all Contractor employees are required to complete a computer-based SIDA training class. All documents necessary to complete the application process (including obtaining the applicants fingerprints to conduct a CHRC must be completed before the Contractor's employees may attend the computer-based SIDA training class. The class is held on a first come, first served basis and is generally available during the following days/times: Monday – Thursday, 8:00 a.m. – 3:00 p.m., and Friday, 8:00 a.m. – 10:30 a.m. and 1:00 p.m. – 3:00 p.m. The SIDA class takes approximately 45 minutes to 1 hour to complete and the applicant must make a 100% on the final test to successfully complete this stage of the badging process. The SAT badge can only be issued after the applicant successfully completes the SIDA class; the Airport Police completes the CHRC; and the Airport Police receives an approved STA check from the TSA. It can take anywhere from three (3) business days to 2 weeks before the applicant may be issued his SAT badge.
- 6) At the end of the contract, the Contractor's Authorizing Signatory shall return all issued airport identification badges to the AS PIO directly and inform the Aviation Department division that managed the contract that all badges have been returned before final payment for the work can be processed.
- 7) Any lost or stolen SAT ID badge shall be reported to Airport Security immediately by contacting (210) 207-3526 or 207-3433 so the badge can be deactivated. The Contractor's employee must contact Contractor's Authorizing Signatory to make arrangements to complete the necessary paperwork to receive a replacement SAT badge. The Contractor shall be responsible for any fees/fines resulting from the lost, stolen, or otherwise unaccounted for SAT badge.

## EXHIBIT 3, ATTACHMENT 1

### LIST OF DISQUALIFYING CRIMES

#### AUTHORIZATION FOR FINGERPRINT-BASED CRIMINAL HISTORY RECORDS CHECK

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

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



**ATTACHMENT A**  
**BIDDER QUESTIONNAIRE**

# BIDDER QUESTIONNAIRE

## Part A - GENERAL INFORMATION

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

Printed Name of Contract Signatory: \_\_\_\_\_

Job Title: \_\_\_\_\_

2. Is Bidder authorized and/or licensed to do business in Texas?

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

\_\_\_\_\_  
\_\_\_\_\_

3. Where is the Bidder's corporate headquarters located? \_\_\_\_\_

4. **Local Operation:** Does the Bidder have an office located in San Antonio, Texas?

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

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

Years \_\_\_\_\_ Months \_\_\_\_\_

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

5. **County Operation:** If the Bidder does not have a San Antonio office, does the Bidder have an office located in Bexar County, Texas?

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

- a. How long has the Bidder conducted business from its Bexar County office?

Years \_\_\_\_\_ Months \_\_\_\_\_

- b. State the number of full-time employees at the Bexar County office. \_\_\_\_\_

6. **National Operation:** Does the Bidder have operations nationwide?

7. **Debarment/Suspension Information:** Has the Bidder 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.

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8. **Surety Information:** Has the Bidder 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.

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9. **Bankruptcy Information:** Has the Bidder 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.

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10. Provide any other names under which Bidder has operated within the last 10 years.

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**Part B - REFERENCES** - Provide references for two (2) current clients listed in response to Part C, Question #4 below and one reference for a client listed in Part C, Question #5 below. 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. When contacting the persons listed, prior to submitting the bid, to determine if they are willing to respond, please confirm the contact persons' telephone numbers and e-mail addresses are correct.

**Reference No. 1 (Current Client):**

Name of Facility at which Services are Performed: \_\_\_\_\_  
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 (Current Client):**

Name of Facility at which Services are Performed: \_\_\_\_\_  
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 (Former Client):**

Name of Facility at which Services were Performed: \_\_\_\_\_  
Firm/Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date and Type of Service(s) Provided: \_\_\_\_\_

**Part C – Organizational Chart.** Insert an organizational chart for this project to include the City, Bidder, and any Joint Venturers or Sub-Contractor/Consultants, if any. Show relationships, titles, and names of the people in the various entities and positions.

**Part D - Experience, Background, Qualifications.** Prepare and insert responses to address the following items. **Do not delete the questions.** Responses to questions listed in Part D should be limited to a total of fifteen (15) pages.

1. State Bidder’s primary line of business and provide the requested information:

Primary Business: \_\_\_\_\_  
 Years in Primary Business: \_\_\_\_\_ Years  
 Percentage of 2009 Revenue Derived from Primary Business: \_\_\_\_\_%

2. Indicate any other lines of business in which Bidder is involved:

Other Lines of Business: \_\_\_\_\_  
 Percentage of 2009 Revenue Derived from Other Lines of Business: \_\_\_\_\_%

3. 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)
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*Add lines as needed to complete your list.*

4. 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.
5. If the Bidder has experience working in Airports, please describe that experience. If Bidder does not have airport experience, describe Bidder’s experience working in a similarly secured facility.
6. 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
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*Add lines as needed to complete your list.*

7. 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.

8. If Bidder 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.
  
9. Provide the following information for the Bidder's Contract Manager (as referenced in Section I-B-5, Weekly Coordination) to be assigned to this contract, if awarded.
  - a. Resume (limit to one page)
  
  - b. 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.

10. Provide the following information for each of the Bidder's Shift Supervisors (as referenced in Section I-B-2, Staffing) to be assigned to this contract, if awarded. Limit response to a half page per supervisor.
  - a. Name:
  
  - b. Years with Bidder Firm:
  
  - c. Years Experience in Supervising Janitorial Services:
  
  - d. Past Employers (to cover last five years):
  
  - e. Highest Degree/Discipline/School:
  
  - f. Specialized Training or Certifications:
  
  - g. Brief Narrative Description of Experience on Relevant Projects of similar scope to which the person has been assigned in the last three years.
  
11. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Bidder's qualifications.

**Part E – Janitorial Services Plan.** Prepare and submit narrative responses to address the following items. Responses to questions listed in Part E questions should be limited to a total of twenty (20) pages.

1. **Ramp Up Plan** – Describe how Bidder will ramp up to meet the City’s janitorial service requirements. Touch on badging, insurance, bonding, and staffing. Indicate what the timeframes are for Bidder’s ability to mobilize upon contract award. Indicate what communications solutions Bidder will deploy to meet the requirements in Section I-B-7, Shift Communications and Reporting.
2. **Staffing Plan** – Describe Bidder’s Staffing Plan for providing Janitorial Services at the Airport. Provide a weekly staffing schedule which shows how the Bidder will cover all shifts. Provide the bidder standard job description for Shift Supervisor and Janitor positions. Provide a color photograph of the Bidder’s proposed uniform.
3. **Wages and Benefits Plan** – Indicate the range of wages that Bidder has established for the Shift Supervisor and Janitor classifications. Provide information regarding what factors determine starting wages and subsequent increases. Indicate what benefits 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 Bidder and what amount and percent are paid by the employee. (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 Bidder’s firm.
4. **Quality Assurance/Quality Control (QA/QC) Plan** – Describe Bidder’s 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.
5. **Customer Service Plan** - Discuss lines of communications and interaction with Airport customers, including airlines, City Staff and others.
6. **Training Plan** – Describe training and instruction programs that Bidder will provide to its employees working at the Airport.
7. **Safety Plan** – Describe how Bidder’s Safety Plan for the project.
8. **Additional Information** - Provide any additional plans and/or relevant information about Bidder’s approach to performing the Janitorial Services.

**ATTACHMENT B**  
**PRICING SCHEDULE**



## **PRICING SCHEDULE**

The Bidder agrees to provide services described in the Scope of Services for the prices indicated below subject to the following provisions:

- Hourly rates shall include all direct and indirect expenses.
- Bidders shall only invoice for actual, documented hours worked, rounded to the nearest ¼ hour.
- A Work Week shall be defined as beginning at 12:00 a.m. on Saturday and ending at 11:59 p.m. on the following Friday.
- The City will not reimburse for overtime. Overtime shall be defined as any hours worked by a single individual in excess of 40 hours within a single Work Week

**Table 1: Proposed Hourly Rates (To be completed by Bidders)**

<b>Position</b>	<b>Price per Hour</b>
Shift Supervisor	\$ _____ per Hour
Janitor	\$ _____ per Hour

**ATTACHMENT C**

**DISCRETIONARY CONTRACTS  
DISCLOSURE FORM**

Discretionary Contracts Disclosure Form is posted as a separate document or 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.

**ATTACHMENT D**  
**LITIGATION DISCLOSURE FORM**

## LITIGATION DISCLOSURE

**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.**

1. 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

2. 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

3. 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.**

## ATTACHMENT E

### SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM POLICY

#### 1. **Small Business Participation**

Pursuant to Ordinance No. 2007-04-12-0396, it is the policy of the City of San Antonio to involve Small, Minority, Women and African-American Owned Business Enterprises (S/M/W/AABE) to the greatest extent feasible in the City's discretionary contracts. The intent and purpose of the policy is to ensure that S/M/W/AABE firms have the opportunity to compete for City contracts without discrimination on the basis of race, color, religion, national origin, age, sex or handicap. To accomplish the objectives of the Small Business policy, the City has established specific goals for local S/M/W/AABE participation in this contract.

#### 2. **DEFINITIONS** related to the Small Business Program Provisions:

- a. **Small Business Program:** the Small Business Economic Development Advocacy ("SBEDA") Program governed by this ordinance and managed by the SMALL BUSINESS Program Office.
- b. **Small Business Enterprises (SBE):** a corporation, partnership, sole proprietorship or other legal entity, for the purpose of making a profit, which is independently owned and operated and which meets the U.S. Small Business Administration (SBA) size standard for a small business. All firms meeting these thresholds will be considered an SBE.
- c. **Local Business Enterprise (LBE):** a corporation, partnership, sole proprietorship, or other legal entity which is headquartered within Bexar County for at least one year. For a branch office of a non-headquartered business to qualify as an LBE, the branch office must be located in Bexar County for at least one-year and employ a minimum of ten (10) residents of Bexar County for use at the local branch office.
- d. **Minority Business Enterprise (MBE):** a sole proprietorship, partnership, or corporation owned, operated, and controlled by a minority group member(s) who has at least 51% ownership. Minority group member(s) include African-Americans; Hispanic Americans; Asian-Pacific Americans; Asian-Indian Americans; American Indians; and Disabled Individuals. The minority group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an MBE, the enterprise shall be headquartered in Bexar County or the San Antonio Metropolitan Statistical Area (the SAMSA) for any length of time, or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the MBE's category of contracting for at least one year.
- e. **Woman Business Enterprise (WBE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by women who have at least 51% ownership. The woman or women must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as a WBE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits or receives bids on or proposals for, City contracts within the WBE's category of contracting for at least one year.

f. **African-American Business Enterprise (AABE)**: a sole proprietorship, partnership, or corporation owned, operated and controlled by an African-American group member(s) who has at least 51% ownership. The African American Group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an AABE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the AABE’s category of contracting for at least on year.

3. **Goals for Small Business Participation**

The goals for the utilization and participation of SBE-MBE-WBE-AABE businesses on this contract are as follows:

<b>MBE</b>	<b>31%</b>
<b>WBE</b>	<b>10%</b>
<b>AABE</b>	<b>2.2%</b>
<b>SBE</b>	<b>50%</b>

Please note that a small business could be classified in multiple categories and thus their utilization could in theory be counted in each category of goals. For example, **Prime Contractor X** submits a proposal, which specifies that they intend to subcontract with Subcontractor A for 10% of the contract. Subcontractor A is certified by the City as an SBE and MBE (a male-owned Hispanic Business owner can be certified as an SBE and MBE). **Prime Contractor X** also intends to subcontract with Subcontractor B for 13% of the contract. Subcontractor B is certified by the City as SBE, MBE and a WBE (a female-owned Hispanic Business owner can be certified as SBE, MBE and WBE). In addition, **Prime Contractor X** also intends to subcontract 10% of the contract to Subcontractor C—a City certified SBE, MBE and AABE (a male-owned African-American business owner can be certified as both a MBE and as an AABE Business). **Prime Contractor X** is also classified as a local SBE. **Prime Contractor X’s** compliance with the Small Business goals under this scenario would be as follows:

	City’s Small Business Goals	Prime Contractor X’s Compliance
MBE	31%	33%
WBE	10%	13%
AABE	2.2%	10%
SBE	50%	100%

**Under this scenario, the contractor would be in full compliance with the Small Business policy.**

Another example regarding compliance with the policy is as follows: **Prime Contractor Y** submits a proposal, which specifies that they intend to partner through a joint-venture agreement with Company D. Company D is certified by the City as both an SBE and MBE (a male-owned Hispanic Business—certified as an SBE and MBE). As part of their joint-venture agreement, Company D will perform on 32.5% of the contract. **Prime Contractor Y** also intends to subcontract 13% of the contract with Subcontractor F. Subcontractor F is a City certified SBE/MBE/WBE and AABE business. **Prime Contractor Y** is also classified as a local SBE. **Prime Contractor Y** compliance with the Small Business goals would be as follows:

	City’s Small Business Goals	Prime Contractor Y’s Compliance
--	-----------------------------	---------------------------------

MBE	31%	45.5%
WBE	10%	13%
AABE	2.2%	13%
SBE	50%	100%

**Under this scenario, the contractor would be in full compliance with the Small Business policy.**

**4. Good Faith Effort Required**

Proposals shall include a Good Faith Effort Plan (GFEP—ATTACHED). The GFEP shall include specific documentation to utilize local, small, MBE-WBE-AABE businesses in a percentage, which equals or exceeds the above goals. **Any proposal that does not include the GFEP form shall be declared non-responsive, and excluded from consideration.**

**5. SBE-MBE-WBE-AABE Certification Required**

Only companies certified as SBE, MBE, WBE, or AABE through the South Central Texas Regional Certification Agency (SCTRCA), or as approved by the City of San Antonio Director of International and Economic Development, can be applied towards the contracting goals. Proof of certification must be submitted.

**6. Small Business Program Information**

Interested contractors/proposers are encouraged to contact the Aviation’s Small Business Office for information regarding the City’s Small Business Program Policy in accordance with the City’s Communication Policy outlined in the solicitation document. Please call (210) 207-3505 or FAX: (210) 207-3500.

# GOOD FAITH EFFORT PLAN FORM

(Page 1 of 4)

**NAME OF PROJECT:** Janitorial Services for the San Antonio International Airport

**BIDDER/PROPOSER INFORMATION:**

Name of Bidder/Proposer: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Is your firm certified?  Yes  No (If yes, please submit Certification Certificate.)

1. List all subcontractors/suppliers that will be used for this contract. (Indicate all MBEs-WBEs-AABEs-SBEs. Use additional sheets as needed.)

NAME AND ADDRESS OF SUBCONTRACTOR'S/SUPPLIER'S COMPANY	CONTRACT AMOUNT	% LEVEL OF PARTICIPATION	MBE-WBE-AABE- SBE CERTIFICATION NUMBER

Only companies certified as an MBE, WBE, AABE or SBE by the City of San Antonio or its certifying organization can be applied toward the contracting goals. All MBE-WBE-AABE-SBE subcontractors or suppliers must submit a copy of their certification certificate through the Prime Contractor. Proof of certification must be attached to this form. If a business is not certified, please call the Aviation's Small Business Program Office at (210) 207-3505 for information and details on how subcontractors and suppliers may obtain certification.



**GOOD FAITH EFFORT PLAN**

*(Page 2 of 4)*

**It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of International and Economic Development and Director of the appropriate contracting department (through the submittal of the Request for Approval of Change to Original Affirmed Good Faith Effort Plan).**

**NOTE: If MBE-WBE-AABE-SBE contracting goals were met, skip to #9.**

2. If MBE-WBE-AABE-SBE contracting goals were not achieved in a percentage that equals or exceeds the City's goals, please give explanation.

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3. List all MBE-WBE-AABE-SBE Listings or Directories utilized to solicit participation.

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4. List all contractor associations and other associations solicited for MBE-WBE-AABE-SBE referrals.

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5. Discuss all efforts aimed at utilizing MBE-WBE-AABE-SBEs.

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6. Indicate advertisement mediums used for soliciting bids from MBE-WBE-AABE-SBEs.

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**GOOD FAITH EFFORT PLAN**

*(Page 3 of 4)*

7. List all MBE-WBE-AABE-SBE bids received but rejected. (Use additional sheets as needed.)

COMPANY NAME	MBE-WBE-AABE-SBE CERTIFICATION NUMBER	REASON FOR REJECTION

8. Please attach a copy of your company's MBE-WBE-AABE-SBE policy.

9. Name and phone number of person appointed to coordinate and administer the Good Faith Efforts of your company on this project.

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10. This Good Faith Effort Plan is subject to the International and Economic Development Department's approval.

**GOOD FAITH EFFORT PLAN**

*(Page 4 of 4)*

**GOOD FAITH EFFORT PLAN AFFIRMATION**

I HEREBY AFFIRM THAT THE INFORMATION PROVIDED IN THIS GOOD FAITH EFFORT PLAN IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL

\_\_\_\_\_  
TITLE OF OFFICIAL

\_\_\_\_\_  
DATE PHONE

\*\*\*\*\*

**FOR CITY USE**

Plan Reviewed By: \_\_\_\_\_

Recommendation: Approval  Denial

Action Taken: Approved  Denied

\_\_\_\_\_  
Director of International and Economic Development

**ATTACHMENT F**

**BID BOND (Sample Format)**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_  
(Name and Address of Proposer)

hereinafter called the Principal, and \_\_\_\_\_

a corporation or firm duly authorized to transact surety business in the State of Texas and listed in the current notice of the Department of Treasury list of companies holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, hereinafter called the Surety, are held and firmly bound unto the **City of San Antonio, Texas**, a Texas Municipal Corporation, hereinafter called the Obligee, in the amount of **\$10,000.00** as a guarantee, the payment of which sum will and truly be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a proposal for Annual Contract for Janitorial Services at the San Antonio International Airport.

WHEREAS, the Successful Proposer shall be executing one contract for the performance of its obligations to the Obligee. (hereinafter referred to as "the Contract".) Such penal sum shall serve the Principal's duty to enter into the Contract and furnish such bonds and other instruments as may be specified in the Contract Documents.

NOW THEREFORE, if the Obligee shall award the Contract to the Principal and the Principal shall enter into the Contract in writing with the Obligee in accordance with terms of such bid or proposal, and furnish such bonds and other instruments as may be specified in the Contract Document with good and sufficient Surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this bond shall be null and void. If in the event of failure of the Principal to execute such Contract and furnish such bonds and other instruments required by the Contract Document within fifteen (15) days after the date of transmittal of the Contract Document to the Principal for execution, this bond shall become the property of the Obligee, without recourse of the Principal and/or the Surety, not as a penalty, but as liquidated damages.

Signed this \_\_\_\_\_ DAY of \_\_\_\_\_ A.D., 20\_\_.

By: \_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Signature and Title)

\*By: \_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Attorney-in-fact)

\*Attach Power of Attorney for Surety's for Attorney-in-Fact with "live seal".

**Surety Seal**

**DISCLOSURE OF GUARANTY FUND NONPARTICIPATION**

In the event the Surety is unable to fulfill its contractual obligation under this bond, the Obligee is not protected by an insurance guaranty fund or other solvency protection arrangement.

**ATTACHMENT G**

**PROHIBITION REGARDING  
CAMPAIGN AND OFFICEHOLDER CONTRIBUTIONS  
ACKNOWLEDGEMENT FORM**

**ACKNOWLEDGEMENT OF PROHIBITION  
REGARDING CAMPAIGN AND OFFICEHOLDER CONTRIBUTIONS**

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

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

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

**Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions**

By signing, (s)he acknowledges that this contract has been designated a “high-profile” contract. I have read and understand the provisions regarding high profile contracts that appear on the cover page of this BVB.

\_\_\_\_\_  
Bidder Entity Name

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

(NOTE: If proposal is submitted by Co-Bidders, an authorized signature from a representative of each Co-Bidder is required. Add additional signature blocks as required.)

\_\_\_\_\_  
Co-Bidder Entity Name

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT H**  
**BEST VALUE BID CHECKLIST**

## BEST VALUE BID CHECKLIST

Use this checklist to ensure that all required documents have been included with bid response and that they are properly tabbed and appear in the correct order listed.

Tab in BVB Response	Document	Initial to Indicate Document is Attached to BVB Response
	Table of Contents	
1	* Entire Invitation for Formal Best Value Bid, with Signature on the First	
2	Bidder Questionnaire <ul style="list-style-type: none"> <li>• Attachment A</li> </ul>	
3	Pricing Schedule <ul style="list-style-type: none"> <li>• Attachment B</li> </ul>	
4	Discretionary Contracts Disclosure <ul style="list-style-type: none"> <li>• Attachment C</li> </ul>	
5	Litigation Disclosure <ul style="list-style-type: none"> <li>• Attachment D</li> </ul>	
6	* Good Faith Effort Plan <ul style="list-style-type: none"> <li>• Attachment E - <b>AND</b> -</li> <li>• Associated Certificates, if applicable</li> </ul>	
7	Proof of Insurability <ul style="list-style-type: none"> <li>• Insurance Provider's Letter - <b>AND</b> -</li> <li>• Copy of Current Certificate of Insurance</li> </ul>	
8	Bid Bond <ul style="list-style-type: none"> <li>• Attachment F - <b>AND</b> -</li> <li>• * Notarized Power-of-Attorney</li> </ul>	
9	* Prohibition Regarding Campaign and Officeholder Contributions Acknowledgement Form <ul style="list-style-type: none"> <li>• Attachment G</li> </ul>	
10	* Vendor Master Creation Request Form <ul style="list-style-type: none"> <li>• Download from: <a href="http://www.sanantonio.gov/pgs/pdf/Vendor%20Master%20Creation%20Request%20Form.dot">http://www.sanantonio.gov/pgs/pdf/Vendor%20Master%20Creation%20Request%20Form.dot</a></li> </ul>	
11	* Addendums (if any)	
12	Bid Checklist <ul style="list-style-type: none"> <li>• Attachment H</li> </ul>	
	<b>One (1) Original, ten (10) copies, and one (1) CD containing entire bid in PDF Format</b>	

\* Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of the Best Value Bid response.



**Statement:**

“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 7<sup>th</sup> 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 bids, 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 <http://www.ethics.state.tx.us/forms/CIQ.pdf>. 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, 2<sup>nd</sup> floor, 100 Military Plaza, San Antonio, TX 78205.”

**IMPORTANT MAILING INSTRUCTIONS:**

**MAIL TO:** CITY CLERK  
P.O. BOX 839966  
SAN ANTONIO, TX 78283-3966

**PHYSICAL ADDRESS:** CITY CLERK  
CITY HALL (COMMERCE ST. & FLORES ST.)  
100 MILITARY PLAZA, 2ND FLOOR  
SAN ANTONIO, TEXAS 78205

**MARK ENVELOPE:** Janitorial Services at SAT  
**BIDS TO BE OPENED:** 2:00 PM, TUESDAY, DECEMBER 28, 2010  
BID NO. BVB-011-024-TC

**REMARKS:**