

AN ORDINANCE 2015-12-03-1008

**AUTHORIZING THE RATIFICATION OF AN INTERIM CONTRACT WITH SELRICO SERVICES, INC. TO PROVIDE CUSTODIAL AND SUPPLEMENTAL CONVERSION/LABOR SERVICES FOR THE ALAMODOME FOR AN ESTIMATED AMOUNT OF \$1,300,000.00 ANNUALLY, FUNDED FROM THE FY2016 CONVENTION AND SPORTS FACILITIES OPERATING FUND.**

\* \* \* \* \*

**WHEREAS**, an offer was submitted by Selrico Services, Inc. to provide the City of San Antonio Convention and Sports Facilities Department with an interim contract to provide custodial and supplemental conversion/labor services for the Alamodome for an estimated annual cost of \$1,300,000.00; and

**WHEREAS**, the Alamodome requires custodial services including daily, pre-event, event, post-event, and special project cleaning for the interior of the Alamodome, excluding catering and concession areas and tenant leased areas; and

**WHEREAS**, the Texas Local Government Code indicates that competitive bidding is not required under section 252.022(a)(2), which provides for a procurement necessary to protect the public health or safety; **NOW THEREFORE:**

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

**SECTION 1.** The contract with Selrico Services, Inc. to provide the City of San Antonio Convention and Sports Facilities Department with an interim contract to provide custodial and supplemental conversion/labor services for the Alamodome for an estimated annual cost of \$1,300,000.00 is hereby ratified. A copy of the contract is attached hereto and incorporated herein for all purposes as **Exhibit I**.

**SECTION 2.** Funding in the amount up to \$1,300,000.00 for this ordinance is available in Fund 29016000, Cost Center 4504010001 and General Ledger 5202025 as part of the Fiscal Year 2016 Budget. Payment not to exceed the budgeted amount is authorized to Selrico Services, Inc. and should be encumbered with a purchase order.

**SECTION 3.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

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

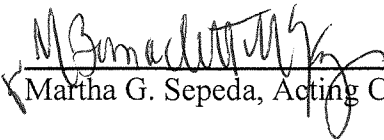
**PASSED and APPROVED** this 3<sup>rd</sup> day of December, 2015.

  
M A Y O R  
Ivy R. Taylor

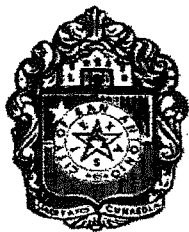
**ATTEST:**

  
\_\_\_\_\_  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Martha G. Sepeda, Acting City Attorney

<b>Agenda Item:</b>	<b>8 ( in consent vote: 5, 6, 7, 8, 9, 10, 11, 12, 13, 14A, 14B, 14C, 14D, 16, 19, 20, 23, 25, 26 )</b>						
<b>Date:</b>	12/03/2015						
<b>Time:</b>	09:20:46 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing the ratification of an interim contract with Selrico Services, Inc. to provide custodial and supplemental conversion/labor services for the Alamodome for an estimated amount of \$1,300,000.00 annually, funded from the FY2016 Convention and Sports Facilities Operating Fund. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1		x				
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				x
Rey Saldaña	District 4		x			x	
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				



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

REQUEST FOR OFFER ("RFO") NO.: 6100006793

**ANNUAL CONTRACT FOR CUSTODIAL AND SUPPLEMENTAL  
CONVERSION/LABOR SERVICES AT ALAMODOME**

Date Issued: OCTOBER 22, 2015

**RESPONSES MUST BE RECEIVED NO LATER THAN:  
10:00 AM CT OCTOBER 26, 2015**

Responses may be submitted by any of the following means:

- Electronic submission through the Portal
- Hard copy in person or by mail

Address for hard copy responses:

Physical Address:

Purchasing Division  
Finance Department  
City of San Antonio  
111 Soledad, Fifth Floor, Suite 500  
San Antonio, Texas 78205

Mailing Address:

Purchasing & General Services  
P.O. Box 839966  
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"ANNUAL CONTRACT FOR CUSTODIAL AND SUPPLEMENTAL CONVERSION/LABOR  
SERVICES AT ALAMODOME"

Offer Due Date: 10:00 A.M. CT, OCTOBER 26, 2015

RFO No.: 6100006793

Offeror's Name and Address

Bid Bond: NO      Performance Bond: YES      Payment Bond: NO      Other: NO

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NOT APPLICABLE      DBE / ACDBE Requirements: NO

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

Pre-Submittal Conference \* NO

\* If YES, the Pre-Submittal conference will be held on N/A at N/A at N/A.

Staff Contact Person: JENNIFER GATES, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966

Email: JENNIFER.GATES@SANANTONIO.GOV

SBEDA Contact Information: N/A, 210-207-3900, N/A

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## 003 - INSTRUCTIONS FOR OFFERORS

### Submission of Offers.

Submission of Hard Copy Offers. Submit one original offer, signed in ink, and two copies of the offer enclosed in a sealed envelope addressed to the Purchasing and General Services Department at the address and by the due date provided on the Cover Page. The name and address of offeror, the offer due date and RFO number and title shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

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

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

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

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

Offerors must sign the Signature Page on hard copy offers and return the RFO document to City. For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

Offerors are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Offeror's being held liable for the submission.

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

Alternate Offers. Alternate offers may be allowed at the sole discretion of City.

Hard Copy Alternate Offers. Hard copy alternate offers must be submitted in separate sealed envelopes in the same manner as submission of other offers. Alternate offers must be marked consecutively on the envelope as Alternate Offer No. 1, 2, etc. Failure to submit alternate offers in separate envelopes may result in rejection of an offer.

Electronic Alternate Offers Submitted Through the Portal. All alternate offers are recorded with original offers when submitted electronically.

Catalog Pricing. (This section applies to offers using catalog pricing, unless this is a cooperative purchase.)

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

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for bids submitted on paper, or PDF file for offers submitted electronically.

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

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

#### Restrictions on Communication.

Offerors are prohibited from communicating with: 1) elected City officials and their staff regarding the RFO or offers from the time the RFO has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFO 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 RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

Offerors may ask verbal questions concerning this RFO at the Pre-Submittal Conference.

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before 1 calendar days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Offerors may provide responses to questions asked of them by the Staff Contact Person after responses are received. The Staff Contact Person may request clarification to assist in evaluating the Offeror's response. The information provided is not intended to change the offer response in any fashion. Such additional information must be provided within two business days from City's request.

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

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

#### Pre-Submittal Conference.

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

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

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

### Changes to RFO.

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

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

### Preparation of Offers.

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

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

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

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

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

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

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

### Estimated Quantities for Annual Contracts.

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

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

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



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

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

Rejection of Offers.

City may reject any and all offers, in whole or in part, cancel the RFO and reissue the solicitation. City may reject an offer if:

Offeror misstates or conceals any material fact in the offer; or

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

The offer is conditional; or

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

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

Changes to Offer Form. Offers must be submitted on the forms furnished. Offers that change the format or content of City's RFO may be rejected.

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person for offers submitted in hard copy. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

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

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

Inspection of Facilities/Equipment. Depending on the nature of the RFO, Offerors' facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

Prompt Payment Discount.

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

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

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

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

State of Texas Conflict of Interest Questionnaire (Form CIQ). 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 Form CIQ with the City Clerk if those persons meet the requirements under §176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

[https://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm)

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

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

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

If delivering by hand, deliver to:

Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205.

Do not include these forms with your sealed bid. The Purchasing Division will not deliver the forms to the City Clerk for you.

## 004 - SPECIFICATIONS / SCOPE OF SERVICES

### 4.1 BACKGROUND:

The City's Convention and Sports Facilities Department is soliciting offers from qualified, professional companies to manage and provide custodial and supplemental conversion/labor services (hereafter "Service" or "Services") at the Alamodome (hereafter "Facility"), located at 100 Montana, in accordance with the specifications listed herein. Conversion/supplemental labor refers to the provision of additional labor to augment City staff in the conversion or transition from one type of event to another at the Facility, and for any other special projects or maintenance and repair tasks in which supplemental labor may be required at the Facility.

The City is seeking a professional management company (hereafter "Contractor") to not only perform these Services, but also manage and supervise the Services to ensure the highest standards of quality and efficiency consistent with overall best value. Contractor's core business, professional qualifications, technical competence, and specialized skill and experience should demonstrate its commitment and dedication, as well as ability and willingness, to provide the Services as specified herein and competently manage and supervise its staff and other resources to provide quality Services in a consistent, efficient, safe and accountable manner. Contractor shall perform its obligations hereunder, including the management and operation of the Services with integrity and good faith and consistent with the terms of this Agreement at all times. The scope of such duty specifically includes, without limitation, the duty to maintain the quality of Contractor's Services at a level commensurate with the highest standards in the industry. Quality, professionalism, customer service and safety are of paramount importance with regard to the provision of all Services under this Agreement. All services must be delivered consistently in a timely, effective and efficient manner.

The 65,000 seat multi-purpose Facility is one of the most versatile facilities in the world with diverse programming that includes conventions, trade and consumer shows, family and entertainment shows, community and civic events, concerts, and sporting events.

The Facility, in its 21st year of operation, has established a reputation for hosting events of all types and sizes. In the arena configuration (seating for 10,000-30,000), the Facility can host events such as concerts, boxing, cheer competitions, motor sports, ice shows, circuses, conventions, community and civic events, and basketball games. Examples of arena events include Women of Faith, Cheer Power, Arena Cross, Disney on Ice, and NCAA basketball. In the full-stadium configuration (seating for 40,000+), the Facility can host events such as concerts, conventions, motor sports, soccer games, football games, and trade and consumer shows. Examples of full-stadium events include the Alamo Bowl, Army All-American Bowl, Monster Jam, and Builders Showcase.

### 4.2 SCOPE OF SERVICES

Contractor shall hire, train, and retain a full-time Site Manager and a core group of professional staff who are knowledgeable and skilled in the Service requirements of the Facility. Custodial staff shall ensure that the Facility is kept clean, ensure public restrooms are continuously stocked, and trash and recycling containers are emptied and trash/recycling materials are disposed of in the appropriate Facility compactors. Supplemental Conversion/Labor staff will be used to augment City staff in the transition from one event to another in the setup of chairs, tables, stages, scaffolding, and cleaning associated with setups, and for special projects that may include, but not limited to, the installation/removal of the basketball court or goals, ice rink, or low-rise seating units. Estimated annual staffing hours are as follows:

Site Manager	3,000 hours – paid at a monthly rate
(This is an estimate. Site Manager will be required to be on site for the actual number of hours it takes to perform Site Manager duties for the fixed monthly rate shown on the Price Schedule.)	
Custodial/Conversion Supervisors	6,700 hours – paid at an hourly rate
Custodial Technician (Daily)	15,000 hours – paid at an hourly rate
Custodial Technician (Event/Other)	45,000 hours – paid at an hourly rate
Conversion Technician	10,000 hours – paid at an hourly rate

- 4.2.1 The Contractor, in accordance with the terms, provisions and requirements of this Agreement; shall manage, perform and provide all activities and Services set out in this RFO. Modifications or alterations to this Scope of Services may be made only pursuant to a written Amendment issued by City in accordance with the General Terms and Conditions section of this RFO.

- 4.2.2 It is understood and agreed by the parties hereto that changes in local, state, and federal rules, regulations, or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation, or law.

#### **4.3 GENERAL REQUIREMENTS**

- 4.3.1 Contractor shall provide and designate a full-time Site Manager located at the Facility. Site Manager shall have the authority and knowledge to make all decisions and solve problems that may arise regarding the Facility. Site Manager shall also serve as the point of contact for scheduling questions or problems. Site Manager must be a full-time employee of Contractor and shall report to the Facility Representative for instructions prior to providing Services. Site Manager shall also be: (i) directly responsible for the direct management of Contractor's obligations hereunder, (ii) accessible to City via phone or in-person 24 hours per day, 7 days a week, including holidays; and (iii) authorized to act on behalf of, and contractually bind, Contractor. If City requests a change of Site Manager, Contractor shall have ten (10) days to provide an appropriate replacement. Site Manager or his designated representative shall be available in the Facility whenever Contractor is providing Services and shall be authorized by Contractor to be served with complaints and notices by City.
- 4.3.2 City shall designate a Facility Representative to serve as a liaison between the City and Contractor. In the event that the Facility Representative is unavailable, the identity of an alternate liaison for any Service Request or event shall be disclosed to Contractor prior to the start of such Service Request or event. The Facility Representative or alternate liaison shall be responsible, to the extent possible, in assisting the Contractor with any problems which may arise with the Facility that may impair or impede Contractor's ability to perform its Services.
- 4.3.3 Contractor shall perform all Services in a superior workman like manner, satisfactory to the City. No charges shall be incurred by the City for Services re-performed due to poor performance.
- 4.3.4 All Services provided under the Scope of this Agreement must be in accordance with the specifications and requirements listed herein and Contractor agrees that the City reserves the right to cancel this Agreement due to non-conformance, non-performance, or unsatisfactory performance.
- 4.3.5 City will provide a City radio for the Site Manager. Contractor shall be responsible for supplying Site Manager and all of its supervisors with handheld two-way radios (or a communications device determined by the City) for communication with their staff in a number sufficient for daily cleaning and event needs. Contractor shall procure a system that functions in the Facility and if requested by Facility Representative, provide to Facility staff separate radios to communicate with Contractor staff. The number of radios provided to Facility staff shall be determined by City. Contractor is responsible for the provision and maintenance of all radios. If Contractor damages or loses any City-owned radios, it will reimburse City for the entire replacement cost. Contractor's staff shall not utilize the same radio frequency as Facility when communicating amongst themselves.
- 4.3.6 The facility is currently pursuing an event management system that will coordinate event activities such as; required maintenance, security, first aid, and cleaning. The Contractor will be required to utilize this system, once it is in place. Contractor will be responsible for purchasing any necessary electronic equipment at its own cost. An example of the type of equipment necessary would be: 1 tablet device for the Site Manager and 1 handheld device for each Supervisor working an event.
- 4.3.7 Contractor staff shall practice energy and environmental conservation to the greatest extent feasible for the performance of the Services herein. This includes, but is not limited to, turning off lights in unused areas except those which are centrally controlled and complying with recycling programs.

#### **4.4 DOCUMENTATION AND INVOICING**

- 4.4.1 **IN NO EVENT SHALL THIS AGREEMENT EVER BE CONSTRUED TO HAVE CREATED ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION FROM CITY TO CONTRACTOR AS TO THE ACTUAL RECEIPTS OR PROFITS WHICH CONTRACTOR MAY DERIVE OR EXPECT TO DERIVE WITH RESPECT TO THE OPERATION OF THE AGREEMENT AND CONTRACTOR ACKNOWLEDGES THAT NO SUCH WARRANTY OR REPRESENTATION HAS IN FACT BEEN MADE BY CITY OR ANY OTHER PERSON, PARTY, FIRM OR CORPORATION.**
- 4.4.2 Contractor invoicing shall be based only on the rates, as submitted by Contractor in Attachment A, Price Schedule, for actual Services performed based on the needs of the Facility, subject and limited to the approval of Facility

Representative.

- 4.4.3 Prior to performance of each Service, Site Manager and Facility Representative shall establish a Service Request, the form of which is included as Attachment H, which indicates the number and type of staff, hours, rates (as reflected in the Price Schedule), and estimated costs. City reserves the right to increase, decrease, cancel or alter Service Requests up to twenty-four (24) hours prior to the start of the Service. Reasonable efforts shall be made by City to notify the Contractor of the cancellation of Service Requests and events, but City assumes no liability for the failure to deliver notice of cancellation. Contractor shall only be paid for approved and authorized Service Requests actually performed. Each Service Request shall have a separate accounting summary from the Contractor which should include Service Requests, time cards and/or time sheets.
- 4.4.4 Site Manager shall keep detailed records and verification at Facility of all staffing and hours worked.
- 4.4.5 Contractor shall not perform any Services unless a Service Request has been prepared and approved in advance by the Facility Representative.
- 4.4.6 Unless specific arrangements are made between City and Contractor, all Services provided under this Agreement shall be at the request of the City and shall be invoiced to and payable only by the City. Contractor shall not use the Facility (i) to conduct business not related to Services in the Facility, or (ii) to provide Services directly to teams, groups, associations or performers appearing or meeting in the Facility without the prior written consent of City.
- 4.4.7 All invoices shall include all documentation necessary to substantiate amount invoiced, including but not limited to, copies of approved Service Requests, time sheets/time cards, and any other documentation required by City.
- 4.4.8 Contractor invoicing for all Services provided herein shall be billed to City on a monthly basis. Contractor shall submit detailed invoices in the format prescribed by City, by the tenth (10<sup>th</sup>) day of the month following the previous month's activity. Contractor acknowledges that upon such receipt of payment from City, such payment shall be considered full and final for Services rendered.
- 4.4.9 Contractor may be requested by the City to perform additional custodial and supplemental conversion/labor Services occasionally. Labor and specifications shall be established between the Contractor and City and evidenced by a Service Request completed prior to the start of any Service.
- 4.4.10 All Services shall be performed to City's satisfaction and the City shall not be liable for any payment under this Agreement for Services which are uncompleted, unsatisfactory, and/or which have not been approved by City in advance.

#### **4.5 PERFORMANCE STANDARDS AND INSPECTIONS**

- 4.5.1 Contractor understands and agrees that failure to comply with any time, performance requirements, or Minimum Service Specifications in accordance with this Agreement will result in damage to City, and that it is and will be impracticable to determine the actual amount of such damage, whether in the event of delay or nonperformance. Time, completion and quality are of the essence in the performance of Contractor's duties hereunder.
- 4.5.2 The City and approved Contractor shall establish a benchmark from which to gauge the performance measurement aspect of the Agreement, which may include initial intensive cleaning. Any pre-existing conditions (i.e. damaged carpet) will be noted for which Contractor will not be responsible. Contractor shall submit a written list of pre-existing conditions to Facility Representative within 30 days from contract commencement.
- 4.5.3 Facility Representative or other designated City staff shall perform random performance inspections a minimum of four (4) times per month. Performance shall be measured against the specifications herein. Performance inspections shall be conducted on the following performance scale:
- 4.00** – indicates the area(s) and/or Service(s) completed fully comply with the applicable standard(s) and/or plan(s), and no additional Service(s) is required by Contractor.
- 3.50** – indicates the area(s) and/or Service(s) completed have one (1) to four (4) deficiencies which fail to meet the applicable standard(s) and/or plan(s), and area(s) and/or Service(s) require additional Service(s) by Contractor to meet the applicable standard(s) and/or plan(s).

**3.00** – indicates the area(s) and/or Service(s) completed have five (5) to eight (8) deficiencies which fail to meet the applicable standard(s) and/or plan(s), and area(s) and/or Service(s) require additional Service(s) by Contractor to meet the applicable standard(s) and/or plan(s).

**2.00** – indicates the area(s) and/or Service(s) completed have nine (9) or more deficiencies which fail to meet the applicable standard(s) and/or plan(s), and area(s) and/or Service(s) require additional Service(s) by Contractor to meet the applicable standard(s) and/or plan(s).

**1.00** – indicates the area(s) and/or Services(s) completed were not provided within the required timeframe or with the required frequency and the condition is such that it fails to meet the applicable standard(s) and/or plan(s), and area(s) and/or Service(s) require Contractor's immediate attention and additional Service(s) to meet the applicable standard(s) and/or plan(s).

**0.00** – indicates the area(s) and/or Service(s) completed have nine (9) or more deficiencies, and the condition is such that it fails to meet the applicable standard(s) and/or plan(s), and Contractor has previously been notified that area(s) and/or Service(s) require Contractor's immediate attention and additional Service(s) to meet the applicable standard(s) and/or plan(s).

4.5.4 City shall document complaints and inspections and Facility Representative shall provide Contractor with written notice of deficiencies in the form of a Performance Inspection Report, the form of which is attached as Attachment I. These reports shall be provided to Site Manager within twenty-four (24) hours of completion of the inspection., and shall state the time within which correctable deficiencies shall be corrected, which shall be appropriate to the nature of the breach as determined by the Facility Representative.

The following scores shall be deemed a material breach of contract and shall give rise to City's right to terminate the contract.

An average score from 3 to 3.5 over a consecutive 3 month period.

An average score below 3 for a one month period.

## **4.6 STAFF**

4.6.1 Contractor shall ensure that it has enough staff to perform the Services at all times. This shall include, but is not limited to, conducting roll-calls sufficiently in advance of the start of each Service Request or event in order to procure additional staffing, if necessary, by the start of each Service Request or event. The staff to supervisor ratio for custodial Services shall not exceed ten (10) staff to one (1) supervisor at any time, and there shall not be less than one (1) supervisor per Service area.

4.6.2 At a minimum, Contractor staff is required to wear uniforms, name tags, and at City's discretion official City identification/credentials at all times. Uniform style and color shall be approved in advance by City. Contractor is responsible for the provision and maintenance of uniforms and name tags. Contractor shall ensure that its staff is properly clad and identified at all times and shall not permit any staff to perform Services in the Facility at any time unless properly clad and identified. City may supply to Contractor a limited number of credentials, in a form and design approved by City. At least two (2) days before any event at which Contractor provides Services, Contractor shall submit to City a list of Contractor's staff scheduled to perform Services for such event. Contractor shall not include on the list any person the City has required Contractor to expel or exclude from the Facility. Contractor is responsible for ensuring its entire temporary staff is issued credentials (approved by the City) and Contractor shall ensure all staff, both permanent and temporary, wear credentials at all times while in the facility. All credentials shall be deemed to be the property of the City and shall be returned to City immediately after an event, if so requested.

4.6.3 Contractor shall ensure its staff maintains a neat and clean appearance at all times (in accordance with Alamodome's/City's policy). Contractor shall establish and enforce an appearance and grooming policy as well as a code of conduct for its staff. Contractor's staff should present an appearance and conduct themselves in a manner which represents the City's requirement, and Contractor's efforts, to provide Services in a professional and quality manner. Contractor shall consult with City in the formulation of any such policies.

4.6.4 All Contractor staff, including Site Manager, both permanent and temporary, shall sign in and sign out at designated security checkpoints when entering and departing the Facility, unless properly credentialed.

- 4.6.5 If City determines that any employee of Contractor has violated any provisions herein on repeated instances or in any material respect, City may request Contractor to exclude the employee or employees from the Facility. Upon such request by City, Contractor shall immediately remove the employee from continuing in its employ in the Facility. Additionally, City reserves the right to dismiss any employee from the Facility for violations of this Agreement or City regulations, policies or procedures. City shall bear no responsibility or liability to Contractor for the dismissal of Contractor staff.
- 4.6.6 Contractor staff shall report to Contractor supervisors who in turn shall report to Site Manager. Site Manager must be empowered by Contractor with all necessary supervision responsibilities necessary for the performance of the Services, including but not limited to, hiring, termination and disciplinary responsibilities.
- 4.6.7 Contractor shall employ, train, (in accordance with Alamodome/City's customer service policy), and supervise staff with appropriate qualifications and experience in sufficient numbers to provide all Services required under this Agreement. All persons engaged by Contractor in connection with the performance of the Agreement and the provision of Services here under, shall be employees of Contractor and shall be paid by Contractor with the exception of Temporary Labor. Contractor shall pay all applicable social security, unemployment, workers' compensation and other employment taxes for its permanent employees.
- 4.6.8 City shall admit free of cost to the Facility, only such officers and Contractor staff as may be necessary to perform Services under this Agreement. Contractor must prohibit family members, friends and any other persons from entry into the Facility at any time.
- 4.6.9 The use of phones and mobile phones by Contractor's staff, whether personal or provided by Contractor, staff shall be limited to those calls or text messaging/email necessary to perform Services and/or emergency situations.
- 4.6.10 Contractor shall be required to conduct and document criminal background checks and drug testing of all permanent and full time staff upon hire and randomly throughout employment to ensure that Contractor's Personnel do not pose a security or health risk. Criminal background checks must include at a minimum misdemeanor and felony conviction information from the Texas Crime Information Center (TCIC) and National Crime Information Center (NCIC). At a minimum Contractor shall not hire, nor allow to enter the Facility, any persons convicted of any misdemeanor or felony penal provisions regarding indecent exposure, public sexual contact or other sexual offenses, assault and other crimes involving physical harm, and theft of personal property or other crime of moral turpitude. Contractor shall not hire, retain, nor allow to enter the Facility, any persons who fail to pass drug tests for illegal drugs. Further, Contractor shall establish and maintain a drug-free workplace policy. A copy of Contractor's "workplace policy" shall be submitted by Contractor within thirty (30) days of the effective date of the Agreement, which shall require all contractor's personnel under this Agreement to comply with all instructions, regulations and codes of conduct as specified by the workplace policy and any additional policies promulgated from time to time by the Director of Convention and Sports Facilities (Director), which will be provided on an ongoing basis. All temporary agencies who provide personnel to Contractor (personnel not employed, but used by Contractor) shall be provided with a copy of the Contractor's workplace policy, and any similar policies issued by Director. Contractor shall make every reasonable effort to not allow any employees or temporary employees who are under the influence of lawfully prescribed medicines, and which may affect the performance or safety of that person or others, to enter the Facility. Further, Contractor must only employ staff, both permanent and temporary, who are legally authorized to work in the United States (i.e. no undocumented workers) and are of at least minimum age requirements. Contractor must also only use temporary or staffing agencies which also practice and document these requirements. Contractor shall have documentation available at all times of employment authorization for all Contractor's Personnel under this Agreement. Contractor shall retain all documentation required in this section in accordance with the Records Retention provisions in the General Terms and Conditions section of this RFO.
- 4.6.11 Contractor must demonstrate the ability to meet time and staffing requirements in the Agreement and be able to provide a minimum of one-hundred (100) staff at any given time upon twenty-four (24) hour notice.
- 4.6.12 Supplemental conversion/labor staff will receive assignments and take direction from Facility staff. The Contractor's Site Manager shall still be ultimately responsible for the provision of staff and all other supervisory responsibilities.
- 4.6.13 Facility staff usually operates all equipment in which special skill or training is required. For supplemental conversion/labor Services, Contractor will occasionally be required to provide staff that are mechanically-inclined, highly-skilled, trained, experienced, qualified, and/or certified, if necessary, to operate any Service Equipment to effectively and efficiently perform conversion Services. Contractor's staff shall be required to use and operate

various power tools and may occasionally be required to operate heavy equipment (i.e. forklifts) to perform conversion Services. Contractor shall be capable of providing supplemental conversion/labor staff that are trained and qualified to perform more highly skilled tasks, such as operating heavy equipment.

- 4.6.14 The Facility hosts events which are varied and often occur with limited turnaround time, which requires Contractor to provide Services in a limited timeframe often under stressful conditions. Contractor will often be required to provide Services and personnel on a continuous basis in order to complete the requirements for an event. Contractor shall ensure that it employs only staff who are keenly aware of and will perform all Services as expeditiously and efficiently as possible in a professional, quality and safe manner. In addition, Contractor shall ensure its staff can establish and maintain effective working relationships with all other Contractor and City staff and can manage the stresses associated with providing these Services in this type of environment.
- 4.6.15 If contraband is discovered, or found pursuant to a lawful search, said contraband shall be confiscated by City and said individual in possession thereof shall be removed from the Facility and replaced with other Contractor staff at no additional expense to City. Contraband consists of any substance that is prohibited in or near the Facility by City policy, or by law, including, but not limited to illegal drugs, alcohol, and the unlawful carrying or possession of weapons.

#### **4.7 SERVICE AREAS, ASSIGNED AREAS, AND SERVICE EQUIPMENT**

- 4.7.1 Contractor shall be assigned the following areas (hereafter "Assigned Areas") within the Facility: all custodial/mop closets, custodial storage areas, and approximately 320 sq. ft. of office space for the Custodial Site Manager. Contractor's Assigned Areas are included and incorporated herein as Attachment K.
- 4.7.2 Contractor is responsible for maintaining their Assigned Areas in a continuous state of cleanliness and order that exemplifies Contractor's overall commitment to and delivery of quality Services to the more public areas of the Facility.
- 4.7.3 Prior to the departure of Contractor staff from the Facility, a Facility Representative and the Site Manager/supervisor in charge shall inspect all Service areas and Assigned Areas to ensure all Service requirements have been completed satisfactorily, as determined solely by City. Contractor is responsible for ensuring that all Service requirements have been completed satisfactorily. City shall not be responsible for any additional costs Contractor incurs to complete the Service requirements completely and satisfactorily.
- 4.7.4 All Services areas within the Facility which are otherwise leased, assigned or occupied by any other party other than City, other than areas provided to City's event clients, are not included in this Agreement, unless specified.
- 4.7.5 Contractor is in non-exclusive possession of the Service areas and Assigned Areas. Upon termination of this Agreement, without regard to how such termination may be brought about (including default by any party), Contractor shall surrender and deliver peacefully all Service areas, Assigned Areas, and any City-provided supplies or equipment utilized to provide Services to City in the same condition as same were delivered to Contractor, reasonable wear and tear, alterations and improvements approved by City, and damages from fire and other casualty excepted. All improvements and alterations to Contractor's Service areas and Assigned Areas made by Contractor, and all permanently-affixed Service Equipment installed by City or Contractor, shall be the property of City.
- 4.7.6 Contractor shall designate specific experienced staff, and identify same to City, to perform custodial Services in Service areas that are not open to the public during an event and shall only enter these Service areas during an event upon authorization by Facility Representative. These Service areas include, but are not limited to, press boxes, meeting rooms, locker rooms, officials' lockers rooms, band room, green room, and associated restrooms and other rooms.
- 4.7.7 All keys issued to Contractor shall be maintained according to policies approved by City. Liability for lost keys and re-keying costs reasonably necessary for the security of the premises and other related expenses shall be the responsibility of Contractor in the event that Contractor's staff is responsible for such lost or damaged keys.
- 4.7.8 At the end of each day of Contractor's operations under this Agreement and after each Service Request or event in the Facility, Contractor shall clean and organize its Assigned Areas and all Service Equipment, and remove and properly store all Service Equipment to the satisfaction of City.
- 4.7.9 Contractor shall be responsible for providing and maintaining for its staff essential Contractor-owned Service



Equipment, and other Service Equipment as may be required or necessary, to ensure the productivity of its staff and the effectiveness of the overall custodial and supplemental conversion/labor, programs. City shall provide most, if not all, conversion tools and small equipment, all heavy equipment (i.e. forklifts) used in conversion Services, and may provide some limited custodial equipment, including but not necessarily limited to: push brooms, stadium brooms, lobby brooms, dust mops, dust pans, custodial carts, mop buckets and ringers, mops, spray bottles, toilet bowl brushes, trash receptacles, "wet floor" signs, and window squeegees. In the event that Contractor requires additional equipment or supplies of this type and City agrees, City shall provide the additional equipment or supplies.

4.7.10 Contractor is responsible for providing and maintaining all Service Equipment necessary for the provision of Services under this Agreement. Examples of Contractor Service Equipment currently used for custodial Services in the Facility include, but are not limited to, the following: ride-on floor scrubbers; kai-vac machines; commercial vacuum machines; carpet care/cleaning machines; and concrete-cleaning apparatus. Contractor must provide a detailed listing of the Service Equipment that it shall provide and maintain in the Facility for the performance of the Services herein. Following are general requirements and restrictions:

4.7.10.1 Inside the Facility, gasoline-powered equipment cannot utilize any larger than a two-cycle engine. For large scrubbers, propane is the only acceptable fuel allowed inside the facility.

4.7.10.2 Power washing is prohibited inside the Facility. Open concrete floor areas are generally cleaned with riding scrubbers.

4.7.10.3 Seating areas are to be cleaned using extractors; mopping is not allowed.

4.7.10.4 Blowers are generally not allowed to be used in the Facility but prior approval may be given by City for limited use.

4.7.10.5 Standard industry cleaning practices, equipment, chemicals and sealers should be used to clean and seal all concrete floors, including the use of walk-behind scrubbers and mops.

4.7.11 City, its designated officers, employees and agents shall at all times have the right to enter into the Service areas and Assigned Areas of the Facility and to inspect same and the conduct of business by Contractor in the Facility. City shall not exercise such rights in a manner which would unreasonably interfere with the operation by Contractor of its business in the Facility. If Contractor fails to maintain the Service areas or Assigned Areas, as provided in this Agreement, and such failure continues beyond any applicable cure period expressly provided herein, City shall have the right to remedy such failure and any such maintenance, or custodial under such circumstances shall be performed by others at Contractor's cost and expense. Contractor shall promptly reimburse City fully for any such expense upon demand.

4.7.12 City reserves the unrestricted right, at its expense, to relocate any of the Service areas and Assigned Areas if such relocation is, in the complete exercise of City's discretion, desirable for the convenient operation of the Facility or any part thereof so long as such relocation provides Contractor with reasonably comparable areas and access within the Facility.

4.7.13 In performing Services within designated office areas of the Facility Contractor shall prohibit its staff from: touching, disturbing, and reading papers on desks; opening desks, drawers or cabinets; utilizing break rooms or restrooms; touching or disturbing any personal effects; and; and using any office equipment, appliances or any other type of equipment not specifically utilized in the performance of Services herein.

4.7.14 Contractor's Service Equipment, where standards have been established, shall be built to recognized standards as per the following:

4.7.14.1 Underwriters Laboratories

4.7.14.2 National Electric Code

4.7.14.3 Uniform Building Code

4.7.14.4 National Fire Protection Agency

4.7.14.5 Occupational Safety and Health Administration

4.7.15 City shall furnish required utilities to the Contractor at existing outlets. Any modification to existing outlets for the Contractor's convenience shall be solely at the Contractor's expense. Prior written approval for any alteration shall be obtained from the City, who will arrange for the work to be performed and all associated costs will be borne by Contractor.

4.7.16 Contractor shall be provided one telephone line and one data line in its assigned office area at City cost to conduct local business via phone and computer related to the Agreement. City computer and telephone policy

limits the use of City phone and data lines to City business. Contractor shall ensure that its employees observe this policy. Any and all costs associated with unauthorized telephone usage, which can be directly attributed to an employee of the Contractor, shall be deducted from the Contractor's payments. Contractor shall be billed by City on a monthly basis for long distance and/or any other charges incurred which are non-standard for typical local service. Contractor has ten (10) business days from the receipt of said billing to remit payment to City.

#### **4.8 CUSTODIAL TASK DESCRIPTIONS AND FREQUENCIES**

##### **4.8.1 TRASH & RECYCLABLES PICKUP AND REMOVAL:**

Contractor shall keep trash, debris, leaves, cigarette butts, etc. picked up on a continuous basis; all accumulated trash shall be bagged and properly disposed of at the designated City provided disposal area. Contractor shall also gather all trash from all containers inside and outside of the buildings. All waste receptacles shall be washed or wiped clean with a damp cloth, replacing trash bags with black plastic liners or biodegradable liners. Promptly return waste receptacles to original locations. Receptacles designated for recycled material shall be emptied twice a week into designated City provided containers for pickup by the City's commercial garbage contractor, or more frequently if full. **FREQUENCY: Daily**

##### **4.8.2 SWEEPING AND DUST MOPPING:**

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

##### **4.8.3 REMOVING OF GUM, TAR AND OTHER FOREIGN MATTER:**

Surface accumulations including, but not limited to, chewing gum, tar, hardened dirt, and wax buildup, which cannot be removed by means of a mop, broom, or dust mop, shall be scraped and then removed. Care shall be taken to avoid damage to floor tiles or finish. All gum, tar and other soils shall be removed as soon as discovered. **FREQUENCY: Daily or as requested**

##### **4.8.4 SPOT MOPPING:**

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

##### **4.8.5 MOPPING:**

Seating areas are not mopped. Contractor shall use a mechanized water reclamation cleaning system for seating areas. Floors shall be damp or wet mopped as needed in order to maintain a uniformly clean appearance. Mopped floors shall be free from streaks, spots, stains, smears, mop strands and other unsightly appearances. There shall be no splash marks or mop streaks on furniture, walls, baseboards, trash receptacles, or mop strands after floors are mopped. Easily movable items, including floor mats, must be moved to maintain the floor underneath. All moved items shall be returned to their original location when all operations are completed. **FREQUENCY: Daily or as needed**

##### **4.8.6 LOW DUSTING:**

For low dusting, Contractor shall remove dust, dirt, spider webs, lint or dry soil from horizontal surfaces of chairs, file cabinets, blinds, desks, tables, table or chair legs, bookcases, air conditioning vents, fireplace, window sills, interior/exterior walls, doors and trim. In addition, glass partitions must be wiped clean. **FREQUENCY: Weekly or as requested**

##### **4.8.7 HIGH DUSTING:**

For high dusting, Contractor shall remove dust, lint, spider webs and dry soil from surfaces higher than 6 feet above the top of the floor. High dusting includes, but is not limited to, ventilation grilles, ceiling light fixtures, ceiling fans and "EXIT"/"ENTRANCE" signs. **FREQUENCY: As requested**

##### **4.8.8 CLEAN AND DISINFECT RESTROOMS (includes showers where applicable):**

Restrooms must be restocked after full cleaning.

- (a) Remove Trash
- (b) Sweep Floor

- (c) Mop Floor
  - (d) Low Dusting
  - (e) Spot Clean
  - (f) Glass Cleaning
  - (g) Clean & Disinfect Toilet Bowls
  - (h) Clean Lavatories
  - (i) Clean & Disinfect Urinals
  - (j) Refill Dispensers
  - (k) Clean Partitions
  - (l) Clean Stalls
  - (m) Clean Walls - ceramic and partition walls must be washed off, scrubbed, and dried. Sheetrock walls must be thoroughly cleaned.
  - (n) Clean All Other Fixtures Not Covered Above. All fixtures with the exception of hand dryer must be washed down, scrubbed, and dried.
  - (o) Wet floor signs should be prominently displayed to prevent injury to staff and the public.
  - (p) Clean and Disinfect Diaper Changing Stations
  - (q) Remove graffiti
  - (r) Clean mirrors
- FREQUENCY: Before, during and after events and monitored weekly.**

**4.8.9 BUFFER SCRUB RESTROOM FLOORS:**

Ceramic floors must be buffer scrubbed, cleaned, and dried. **FREQUENCY: As requested**

**4.8.10 INSPECT AND RESUPPLY RESTROOMS:**

Restrooms must be inspected at least three times daily (morning, afternoon and evening), and shall be stocked with a minimum of a two-day supply of toilet paper, towels, soap, or other supplies. **FREQUENCY: Before, during and after events and monitored weekly.**

**4.8.11 STAIRWAYS (LANDING AND TREAD SURFACES), AS APPLICABLE:**

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

**4.8.12 DRINKING FOUNTAINS:**

Drinking fountains are to be thoroughly cleaned as often as required, and no less frequently than daily. Stainless steel surfaces shall be highly reflective and free of stains, rust, and miscellaneous streaks. **FREQUENCY: Daily or as requested**

**4.8.13 ELEVATOR CLEANING (where applicable):**

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

**4.8.14 FLOOR MAINTENANCE:**

All hard surfaced floors shall receive floor maintenance. Floor maintenance processes will be determined by the type of floor (concrete, tile, linoleum, wood, laminate, etc.) and the process to be used will be approved in advance by the Facility Representative. 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. **FREQUENCY: As needed and scheduled**

**4.8.15 VACUUM CARPET (TO INCLUDE CARPETED FLOOR MATS) (where applicable):**

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

**4.8.16 SHAMPOO CARPET (where applicable):**

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

**4.8.17 LOW WINDOW WASHING:**

Windows up to 8' high shall be cleaned inside and out. **FREQUENCY: As needed**

**4.8.18 EVENT TRASH RECEPTACLES:**

Extra trash containers must be pulled, wiped cleaned, properly lined and set out prior to event. The quantity to be set out will be determined by the Facility Representative. **FREQUENCY: Upon request**

**4.9 CUSTODIAL TASKS**

**4.9.1 WEEKLY CUSTODIAL** - Weekly custodial tasks shall occur during City's normal business hours, Monday through Friday from 7:45 am to 4:30 pm, unless Facility Representative approves alternate hours due to events in the Facility. Areas should be checked daily to ensure Facility standards are maintained.

4.9.1.1 Clean south dock area and dock entrances including: removing trash and debris; emptying trash/recycle receptacles and replacing liners; sweeping, and mopping as necessary, and; cleaning all doors, windows and sills.

4.9.1.2 Clean north, south, east and west plaza level entrances including: removing trash and debris; emptying trash/recycle receptacles and replacing liners; dusting, sweeping, and mopping as necessary, and; cleaning all windows, doors and sills.

4.9.1.3 Clean City office areas, security offices and associated restrooms, break rooms, common areas, windows, and conference rooms including: removing trash and debris; emptying trash/recycle receptacles and replacing liners; dusting, sweeping, and mopping as necessary; cleaning all windows, doors and sills; vacuuming; cleaning all hard surfaces (excluding desks); cleaning carpets and chairs; restocking restrooms, and; cleaning and disinfecting commodes, urinals, showers, partitions, sinks, doors, pipes, mirrors, dispensers, and other fixtures, including feminine product disposal containers.

4.9.1.4 As specifically requested by City, clean various other Facility support areas including, but not limited to, City trades shops, mechanical and electrical rooms, storage rooms, fire pump rooms, water heater rooms, telecommunications rooms, areas of refuge, exterior generator and boiler buildings, and exterior warehouse/storage facilities, including: removing trash and debris, and; sweeping, and mopping as necessary.

4.9.1.5 Clean field, plaza, mezzanine, club and upper concourse areas, including "eyebrow" areas, meeting rooms, box offices, first-aid rooms, suites and press boxes, including: removing trash and debris; emptying trash/recycle receptacles and replacing liners; dusting, sweeping, and mopping as necessary, and vacuuming carpet.

4.9.1.6 Clean seating areas, entrance vomitories, stairwells, floors, aisles and walkways on all levels including: removing trash and debris; emptying trash/recycle receptacles and replacing liners; dusting, sweeping, and mopping as necessary and cleaning railings and seats.

4.9.1.7 Clean and restock public restrooms including; removing trash and debris; emptying trash/recycle receptacles and replacing liners; dusting, sweeping, and mopping as necessary, and; cleaning and disinfecting commodes, urinals, partitions, sinks, doors, pipes, mirrors, dispensers, and other fixtures, including feminine product disposal containers.

4.9.1.8 Clean exterior concourses and grounds immediately surrounding Facility and parking lot A including: removing trash and debris; emptying trash/recycle receptacles and replacing liners, and; removing trash and debris.

- 4.9.1.9 Clean and polish all stainless steel fixtures including payphones, water fountains, elevators/escalators, and bathroom fixtures.
- 4.9.1.10 Remove all tape and other adhesives, temporary signage and gum from floors, walls and ceilings.
- 4.9.1.11 Remove all trash from trash receptacles and dispose of in Facility waste compactors. Remove all material from Facility recycle receptacles and dispose of in Facility recycle compactors. All compactors are located on the South loading dock.

#### **4.9.2 PRE-EVENT CUSTODIAL**

- 4.9.2.1 Verify south dock area and dock entrances are clean including: trash and debris removed; trash/recycle receptacles emptied and liners replaced; floors swept, and mopped as necessary, and; all doors, windows and sills cleaned.
- 4.9.2.2 Verify north, south, east and west plaza level entrances are clean including: trash and debris removed; trash/recycle receptacles emptied and liners replaced; floors swept, and mopped as necessary, and; all doors, windows and sills cleaned.
- 4.9.2.3 Verify field, plaza, mezzanine, club and upper concourse areas, including "eyebrow" areas, meeting rooms, box offices, first-aid rooms, suites and press boxes, are clean including: trash and debris removed; trash/recycle receptacles emptied and liners replaced; floors swept, and mopped as necessary, and; carpet vacuumed.
- 4.9.2.4 Verify seating areas, entrance vomitories, stairwells, floors, aisles and walkways on all levels are clean including: trash and debris removed; trash/recycle receptacles emptied and liners replaced; floors swept, and mopped as necessary, and; railings and seats cleaned.
- 4.9.2.5 Verify all public restrooms are clean and restocked including: trash and debris removed; trash/recycle receptacles emptied and liners replaced; floors swept, and mopped as necessary, and; commodes, urinals, partitions, sinks, doors, pipes, mirrors, dispensers, and other fixtures are clean and disinfected, including feminine product disposal containers.
- 4.9.2.6 Verify exterior concourses and grounds immediately surrounding Facility and parking lot A are clean including: trash and debris removed; trash/recycle receptacles emptied and liners replaced; floors swept, and mopped as necessary, and; trash and debris removed.
- 4.9.2.7 Verify all stainless steel fixtures are cleaned and polished including payphones, water fountains, elevators/escalators, and bathroom fixtures.
- 4.9.2.8 Verify all tape and other adhesives, temporary signage and gum has been removed from floors, walls and ceilings.
- 4.9.2.9 Clean exterior north and south plaza areas and parking lots B and C including: removing trash and debris; emptying/recycle trash receptacles and replacing liners, and; removing trash and debris.
- 4.9.2.10 Clean field level locker rooms, band room, officials' rooms, interview rooms, and associated restrooms and other rooms including: removing trash and debris; emptying trash/recycle receptacles and replacing liners; sweeping, and mopping as necessary; vacuuming carpet, and; cleaning and disinfecting commodes, urinals, partitions, sinks, doors, pipes, mirrors, dispensers, and other fixtures, including feminine product disposal containers.
- 4.9.2.11 Remove all trash from trash receptacles and dispose of in Facility waste compactors. Remove all material from Facility recycle receptacles and dispose of in Facility recycle compactors. All compactors are located on the South loading dock.

#### **4.9.3 EVENT CUSTODIAL**

- 4.9.3.1 Continuously remove all trash/recycle and debris from, sweep, and mop if necessary, and vacuum carpet in: north, south, east and west plaza level entrances; south dock area and dock entrances; field, plaza, mezzanine, club and upper concourse areas, including "eyebrow" areas, meeting rooms, box offices, first-

aid rooms, suites and press boxes; seating areas, entrance vomitories, stairwells, floors, aisles and walkways on all levels; public restrooms; exterior concourses and grounds immediately surrounding Facility and parking lot A; exterior north and south plaza areas and parking lots B and C, and; field level locker rooms, band room, officials locker rooms, and associated restrooms and other rooms.

4.9.3.2 Continuously clean and restock public restrooms including; removing trash and debris; emptying trash/recycle receptacles and replacing liners; sweeping, and mopping as necessary, and; cleaning and disinfecting commodes, urinals, partitions, sinks, doors, pipes, mirrors, dispensers, and other fixtures, including feminine product disposal containers.

4.9.3.3 Remove all trash from trash receptacles and dispose of in Facility waste compactors. Remove all material from Facility recycle receptacles and dispose of in Facility recycle compactors. All compactors are located on the South loading dock.

#### **4.9.4 POST-EVENT CUSTODIAL**

4.9.4.1 Clean south dock area and dock entrances including: removing trash and debris; emptying trash/recycle receptacles and replacing liners; sweeping, and mopping as necessary; cleaning all doors, windows and sills, and; power-washing entire dock area and dumpsters/trash compactors.

4.9.4.2 Clean north, south, east and west plaza level entrances including: removing trash and debris; emptying trash/recycle receptacles and replacing liners; sweeping, and mopping as necessary, and; cleaning all windows, doors and sills.

4.9.4.3 Clean field, plaza, mezzanine, club and upper concourse areas, including "eyebrow" areas, meeting rooms, box offices, first-aid rooms, suites and press boxes, including: removing trash and debris; emptying trash/recycle receptacles and replacing liners; sweeping, and mopping as necessary, and; vacuuming carpet.

4.9.4.4 Clean seating areas, entrance vomitories, stairwells, floors, aisles and walkways on all levels including: removing trash and debris; emptying trash/recycle receptacles and replacing liners; sweeping, and mopping as necessary, and; cleaning railings and seats.

4.9.4.5 Clean and restock public restrooms including; removing trash and debris; emptying trash/recycle receptacles and replacing liners; sweeping, and mopping as necessary, and; cleaning and disinfecting commodes, urinals, partitions, sinks, doors, pipes, mirrors, dispensers, and other fixtures, including feminine products disposal containers.

4.9.4.6 Clean exterior concourses and grounds immediately surrounding Facility and parking lot A including: removing trash and debris; emptying trash/recycle receptacles and replacing liners, and; removing trash and debris.

4.9.4.7 Clean and polish all stainless steel fixtures including payphones, water fountains, elevators/escalators, and bathroom fixtures.

4.9.4.8 Remove all tape and other adhesives, temporary signage and gum from floors, walls and ceilings.

4.9.4.9 Clean exterior north and south plaza areas and parking lots B and C including: removing trash and debris; emptying trash/recycle receptacles and replacing liners, and; removing trash and debris.

4.9.4.10 Clean field level locker rooms, band room, officials' rooms, interview rooms, and associated restrooms and other rooms including: removing trash and debris; emptying trash/recycle receptacles and replacing liners; sweeping, and mopping as necessary; vacuuming carpet, and; cleaning and disinfecting commodes, urinals, partitions, sinks, doors, pipes, mirrors, dispensers, and other fixtures, including feminine products disposal containers.

4.9.4.11 Clean all pipes, ducts, fixtures, signs, etc. throughout the Facility where dust and debris can accumulate.

4.9.4.12 Spot clean, shampoo or buff all carpet in Facility as required depending on soil and traffic levels. Carpet under all furniture, equipment and other items must be cleaned, where feasible.

- 4.9.4.13 Remove all trash from trash receptacles and dispose of in Facility waste compactors. Remove all material from Facility recycle receptacles and dispose of in Facility recycle compactors. All compactors are located on the South loading dock.

**4.9.5 ANNUAL CUSTODIAL/MAJOR EVENT CUSTODIAL/SPECIAL PROJECTS**

- 4.9.5.1 Contractor may be required from time to time to perform additional Services including special project custodial cleaning that is not covered by the daily, pre-event, and post-event cleaning requirements. Such additional Services shall be agreed to in advance by the Facility Representative and Site Manager, and shall be performed by Contractor at the rates stated herein.

**4.9.6 SUPPLEMENTAL CONVERSION/LABOR – Contractor shall perform the following:**

- 4.9.6.1 Setup and removal of: chairs; tables; stages; scaffolding; concourses; risers; rails, and; seating, camera and speaking platforms.
- 4.9.6.2 Installation and removal of: basketball court, goals and all other related equipment and accessories.
- 4.9.6.3 Installation and removal of: ice rink, dasher boards and all other related equipment and accessories, as well as creation and removal of ice.
- 4.9.6.4 Installation and removal of low-rise seating system.
- 4.9.6.5 Manage and maintain Contractor's and City's Service Equipment, including replacing and refilling propane tanks, checking and inflating tires, checking and filling fuel and fluids, and monitoring maintenance and repair issues and advising City of any issues with City's Service Equipment.

**4.9 EVENT LIST AND FLOOR PLANS**

An Event List and Floor Plans of the Facility are attached to this Agreement as Attachment J and Attachment K. This information is for information purposes only and City makes no warranty as to the accuracy or completeness of the information. The information is also subject to change at any time for any reason, including booking or cancellation of events on the Event List and Facility capital improvements on the Floor Plans.

**4.10 CLEANING PRODUCTS, CONSUMABLE PRODUCTS AND HEALTH/SAFETY**

- 4.10.1 The City shall provide all cleaning products (i.e. solutions, agents and chemicals) for Contractor's use in the performance of the Services. In addition, City shall provide all consumable cleaning, health and personal products, toiletries and dispensers including, but not limited to: trash receptacle liners; soap and dispensers; paper towels and dispensers, and/or hand dryers; toilet paper and dispensers; air deodorizers and dispensers; toilet seat covers; toilet and urinal disinfecting and/or deodorizing products; feminine products and dispensers, and; baby-changing products and apparatus; waxes, stripping agents, and any other floor solutions, agents and chemicals. Contractor can recommend the use of additional and/or alternative products, but City has no obligation to provide or use such products.
- 4.10.2 Contractor's staff shall promptly report any noted hazardous conditions and/or items requiring maintenance and/or repair (i.e. leaky faucets, toilet stoppages) to City.
- 4.10.3 Contractor shall take proper precautions to advise and protect all persons, property and equipment within the Facility of hazardous conditions incidental to or related to the provision of Services under this Agreement. This shall include, but is not limited to, wet and/or slippery floor conditions and movement of heavy equipment. Contractor must prominently display in sufficient quantities and size, professional signage, both in English and in Spanish, whenever a hazard such as wet and/or slippery floor conditions exists. Contractor acknowledges that, as an independent Contractor, said Contractor shall incur liability for damages to property or injury or death to persons resulting directly or indirectly from Contractor's failure to provide such advice or signs.
- 4.10.4 Contractor must keep complete and accurate inventory control records before and after each Service Request or event at which Contractor provides Services.
- 4.10.5 Contractor is responsible for providing and maintaining all first-aid equipment and supplies for its staff.

- 4.10.6 Contractor must require its staff, agents, representatives and subcontractors to comply with all local, state, and federal rules, regulations and law requirements, including OSHA, pertaining to the provision of Services. This includes, but is not limited to, the storage and use of all chemicals and cleaning solutions which shall be kept and/or used in the Facility.
- 4.10.7 Contractor shall provide and maintain a current logbook with all cleaning solutions and chemicals which shall be kept and/or used at the Facility, including material safety data sheets (MSDS) for each product as well as any other required documentation.
- 4.10.8 Contractor shall also be responsible for providing adequate instructions and safety training for its entire staff regarding the proper use of all cleaning products and Service Equipment, including a safety manual with procedures for responding to misuse and/or accidents involving cleaning solutions and/or chemicals. Contractor must update the safety manual as required and provide to City and maintain an adequate number of copies of the safety manual in the Service areas for the use of its staff.
- 4.10.9 Contractor shall provide and maintain all necessary personal protective equipment for its staff to ensure their maximum safety, and shall train its entire staff on the proper use and maintenance of this equipment. Examples of such personal protective equipment include, but are not limited to:
  - Disposable gloves/work gloves
  - Safety glasses
  - Safety clothing
  - Hard hats/helmets
  - Face/dust masks
  - Safety shoes/boots
- 4.10.10 Contractor must ensure its staff is knowledgeable and trained in the proper handling and disposal of biohazards. Further, Contractor must provide to City a list of all materials required to handle and dispose of biohazards in order for City to stock and maintain such materials for Contractor use.

#### 4.11 MISCELLANEOUS

All post-event custodial Services shall be completed within twenty-four (24) hours after the end of an event, or prior to the start of the next event, whichever is sooner, unless an alternative cleaning schedule has been approved by the Facility Representative

- 4.11.1 All trash and recycling material shall be discarded properly in appropriate City dumpsters, compactors or containers within twelve (12) hours after the end of a Service Request or event, or prior to the start of the next Service Request or event, whichever is sooner. Contractor shall include the Facilities Recycling program in their Daily and event operations.
- 4.11.2 City reserves the right to survey or collect information from tenants, clients, other contractors, guests, patrons, or any other users of the Facility regarding all aspects, including quality, of Services. City also reserves the right to require Contractor to respond to any negative or adverse responses or complaints, as determined by the City, within 48 hours of Contractor's receipt of such notice. Contractor's response must address the specific response or complaint and provide both immediate and permanent change to address the response or complaint. A pattern or history of negative survey ratings, as determined solely by City, will constitute a material breach of this Agreement.
- 4.11.3 City reserves the right to utilize City staff for the provision of some or all of the Services, or to discontinue the use of Contractor's Services at any time per termination provisions contained herein. City further reserves the right to increase or decrease Services at any time for any reason, including funding availability.
- 4.11.4 Contractor shall provide Services in a first-class manner which are efficient and of a level of quality equal to or greater than industry standards. All Service Equipment and materials, if any, provided by Contractor shall be of high quality and provided in a professional manner, equal to or greater than industry standards. City reserves the right to prohibit the provision of certain Services by Contractor if City concludes that the quality of Services sold by Contractor does not meet or exceed industry standards.
- 4.11.5 Contractor must conform to all rules and regulations at any time promulgated by City with respect to the Facility; cause its officers, employees, agents, independent contractors, and invitees at all times to abide by and conform to



those rules and regulations which City may at any time affix and establish for the conduct of Contractor's employees. At a minimum, Contractor shall comply with the Alamodome's Contractor Site Rules which are included as Attachment F.

- 4.11.6 Contractor shall be liable and be required to repair or replace at an acceptable level to the Facility Representative for any and all damages to property, plants, equipment, etc., either accidental or deliberate, caused by Contractor's employees, agents, representatives, associates, volunteers, contractors or subcontractors. This shall include, but not be limited to, permanent stains or damage to carpets, walls or floors, broken or damaged equipment, fixtures, furnishings, etc. Contractor shall notify City immediately of any damage.
- 4.11.7 City shall have the sole right in its discretion, to cancel or reschedule any event during the term hereof or to dismiss the audience for any event. Contractor shall have no action or claim against City in such circumstance.
- 4.11.8 Except as otherwise permitted by this Agreement, Contractor shall not itself and shall not permit any subsidiary or affiliate of Contractor to advertise or promote in any way its own name or business or the name or business of any of its subsidiaries or affiliates in the Facility or on the streets and sidewalks adjacent to the Facility or use the name of the Facility once identified or any variations thereof in any advertising, promotional or informational material, literature or publicity or on any letterhead or in any way advertise or publicize this Agreement, the transactions provided for herein and the relationships created thereby without City's prior written approval. No public announcement, to the press, or otherwise, of the transactions provided for herein shall be made by Contractor or City unless the same shall have been previously approved in writing by both Contractor and City

## 005 - SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term.

City has explained and Contractor acknowledges that this contract is intended to be a temporary contract, to remain in effect during a period of suspension of City's current contract for the same services with a different contractor, or until a new contract is procured through a solicitation process. Therefore, this contract shall begin on OCTOBER 27, 2015 and shall terminate on 10 days' written notice to Contractor, or OCTOBER 27, 2016, whichever shall occur sooner.

### Temporary Short Term Extensions.

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

### Warranty.

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

**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.**

### Internal / External Catalog.

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

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

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

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

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

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

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

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

Catalog Updates.

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

Insurance.

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

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

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

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

a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	and Property Damage of \$1,000,000 per occurrence
5. Commercial Crime Policy	\$100,000 per occurrence

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Performance Bond.

Contractor shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code in the full amount of the contract price. If this is an annual contract with estimated quantities, the bond shall be in the amount of the estimated contract price for a one year period. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253. **This bond must be executed and delivered to City by November 9, 2015.**

Incorporation of Attachments.

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

- Attachment A – Price Schedule
- Attachment B – Local Preference Program Identification Form
- Attachment C – Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance
- Attachment D – Veteran-Owned Small Business (VOSB) Preference Program Tracking Form
- Attachment E – Non-Discrimination Ordinance Language
- Attachment F – Alamodome Contractor Site Rules
- Attachment G – Reserved
- Attachment H – Service Request Form
- Attachment I – Performance Inspection Report
- Attachment J – Event List
- Attachment K – Floor Plans of Facility with Contractor's Assigned Areas

## 006 - GENERAL TERMS & CONDITIONS

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

### Delivery of Goods/Services.

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

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

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

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

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

### Invoicing and Payment.

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

### Information Required On Invoice.

All invoices must be in a form and content approved by City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

### Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date 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 City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

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

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

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

**Amendments.** Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing and General Services Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

**Termination.**

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

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

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

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

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

**INDEMNIFICATION.**

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise

of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. **IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.** In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

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

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

**Ownership of Documents.** Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

**Records Retention.**

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

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

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

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



be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

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

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

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

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

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

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

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

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

007 - SIGNATURE PAGE

By submitting an offer, whether electronically or by paper, Offeror represents that:

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

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

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


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

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

Offeror Information

Please Print or Type

Vendor ID No. V1000355  
Signer's Name John R. Aleman  
Name of Business Selrico Services, Inc  
Street Address 717 W. Ashby Place  
City, State, Zip Code San Antonio, TX 78212  
Email Address RickA@selricoservices.com  
Telephone No. (210)737-8220 ext 141  
Fax No. (210)737-7994  
City's Solicitation No. RFO 6100006793 - Custodial Alamodome

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

## 008 - STANDARD DEFINITIONS

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

All-or-None Offer - an RFO in which City will award the entire contract to one offeror only.

Alternate Offer - two or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

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

Bid Bond - security to ensure that Offeror (a) will not withdraw the offer within the period specified for acceptance, and (b) will furnish any required bonds and any necessary insurance within the time specified in the solicitation.

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

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

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

Line Item - a listing of items in an offer for which an offeror is expected to provide separate pricing.

Offer - a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

Offeror - a person, firm or entity that submits an offer in response to a solicitation. The offeror whose offer is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

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

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

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

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

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

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

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

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

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

**009 - ATTACHMENTS**

**ATTACHMENT A - PRICE SCHEDULE**

**Local Preference Program (LPP) Ordinance**

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio (City) to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, effective for solicitations issued after May 1, 2013.

This solicitation is subject to the Local Preference Program. For more information on the program, refer to the Local Preference Program Identification Form attached to this solicitation.

In order to receive consideration the Local Bidder must complete and return the attached Local Preference Identification Form

**ITEM 1 – CUSTODIAL AND SUPPLEMENTAL CONVERSION/LABOR SERVICES**

**EACH REQUESTED RATE MUST BE FILLED-IN, OR CONTRACTOR’S BID SHALL BE DISQUALIFIED.** Note that certain cells require the entry of a monthly rate, while others require the entry of an hourly rate. Contractor shall be bound by these rates during the term of the Agreement. Contractor’s only payment or compensation from the City under this Agreement shall be pre-approved and billed hours at the applicable rate indicated for the specific Agreement year, or as specified elsewhere herein. These rates shall not be adjusted for any reason during the term of the Agreement, therefore Contractor should calculate and include within each rate any and all costs (i.e. overhead, Service Equipment) Contractor seeks to recoup for the provision of these Services, as well as Contractor’s profit.

The Estimated Number of Annual Man-Hours is based on the FY’s 2011-2013 Event List incorporated herein and attached as Attachment J. These hours should be used in Contractor’s calculations of rates during the term of the Agreement; however the City does not guarantee a minimum number of man-hours as these can fluctuate based on the number and type of events booked.

Contractor should contemplate and incorporate into its rates all future increases in the federal minimum wage.

<b>STAFFING</b> (indicate hourly rate except as noted)	<b>Estimated Number of Annual Labor-Hours</b>	<b>10/27/2015 – 10/27/2016</b>
1a.) Site Manager (indicate <u>monthly</u> rate)	3,000	\$ 6,610.00 per month
1b.) Custodial / Conversion Supervisor	6,700	\$ 18.34 per hour
1c.) Custodial Technician (Daily)	15,000	\$ 15.34 per hour
1d.) Custodial Technician (Event/Other)	45,000	\$ 15.98 per hour
1e.) Conversion Technician	10,000	\$ 15.98 per hour

**Payment Terms: Prompt payment discount None % None days (if no discount is offered, net 30 will apply).**

**City of San Antonio**  
**Finance Department - Purchasing Division**  
**Local Preference Program Identification Form**

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The City of San Antonio Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, establishes a local preference for specific contracting categories. Each time a bidder or respondent submits a bid for a solicitation, this Local Preference Program Identification Form must be completed and turned in with the solicitation response in order to be identified as a City Business and receive the preference described below. The City will not rely on Local Preference Program Identification Forms submitted with prior or contemporaneous bids or proposals.

The Local Preference Program allows the City to grant a preference to a business meeting the definition of *City Business* in the award of the following types of contracts, when selection is made based on price alone:

- Personal Property (Goods / Supplies): The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 or more;
- Non-professional Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$500,000;
- Construction Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$100,000, excluding contracts awarded using alternative delivery methods.

The Local Preference Program also allows the award of additional points, when multiple evaluation criteria are used in the award of professional service contracts, where the selection process is not governed by statute and in revenue generating and concession contracts. A business meeting the definition of *City Business* stated below may be awarded 10 points for being headquartered within the city, or 5 points for having a local office within the city.

Moreover, the program recognizes joint venture agreements and allows for apportioning of points based upon the percentage of ownership of joint ventures by *City Businesses* responding to solicitations for which discretionary points are applied. For solicitations where selection is made based on price alone, all members of a joint venture must be *City Businesses* for the preference to be applied.

**City Business** is defined as a business headquartered within the incorporated San Antonio city limits for one year or more OR one that meets the following conditions:

- Has an established place of business for one year or more in the incorporated limits of the City:
  - (a) from which at least 100 of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based; and
  - (b) from which a substantial role in the business' performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

A location utilized solely as a post office box, mail drop or telephone message center or any similar combination, with no other substantial work function, is not a *City Business*.

For the purposes of this program, Headquartered is defined as the place where a business entity's officers direct, control, and coordinate the entity's activities.

NOTE: Bidders / Respondents are required to submit documentation to substantiate that the requirements of a *City Business* have been met. Examples of documentation may include, but are not limited to the following:

1. Existence of local headquarters or office: For corporations, Texas Comptroller's listing of names/addresses of officers and directors. For partnerships, partnership agreement and any documents identifying the current managing partners and their current work addresses
2. Evidence of local headquarters or office in existence for one year or more: Utility bills, real property lease agreements, equipment leases, personal property taxes, real property taxes
3. Evidence of number of employees: Organizational charts, payroll records by location

**City of San Antonio**  
**Finance Department - Purchasing Division**  
**Local Preference Program Identification Form**

CITY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION TO VALIDATE BIDDERS'/RESPONDENTS' DESIGNATION AS A CITY BUSINESS.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR RESPONSE EVEN IF YOU ARE NOT SEEKING A LOCAL PREFERENCE. THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING FORM TO BE IDENTIFIED AS A CITY BUSINESS. IF BIDDER / RESPONDENT IS SUBMITTING AS A JOINT VENTURE, EACH CITY BUSINESS THAT IS A MEMBER OF THE JOINT VENTURE MUST COMPLETE AND SIGN THIS FORM.

**PROVIDE THE FOLLOWING INFORMATION IF BIDDER/ RESPONDENT IS SUBMITTING AS PART OF A JOINT VENTURE.** Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

STATE BIDDER'S / RESPONDENT'S PERCENTAGE OF OWNERSHIP IN THE JOINT VENTURE: N/A %

SUBMIT A COPY OF THE JOINT VENTURE AGREEMENT. SUBMIT ANY OTHER DOCUMENTATION REQUESTED BY CITY TO SUBSTANTIATE THE EXISTANCE OF AND/OR PARTICIPATION IN THE JOINT VENTURE. NO PREFERENCE POINTS WILL BE ALLOCATED TO A JOINT VENTURE THAT FAILS TO SUBMIT REQUIRED DOCUMENTATION.

SOLICITATION NAME/NUMBER: Request for Offer 6100006793 - Custodial & Supplemental Conversion Labor Services at the Alamodome

**PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S HEADQUARTERS:**

Name of Business:	Selrico Services, Inc	
Physical Address:	717 W Ashby Place	
City, State, Zip Code:	San Antonio, TX 78212	
Phone Number:	(210)737-8220 ext 141	
Email Address:	RickA@selricoservices.com	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent:	<u>254</u>	
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

**City of San Antonio**  
**Finance Department - Purchasing Division**  
**Local Preference Program Identification Form**

**PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S LOCAL OFFICE (IF APPLICABLE):**

N/A

Name of Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office: _____		
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	Yes	No



**City of San Antonio**  
**Finance Department - Purchasing Division**  
**Local Preference Program Identification Form**

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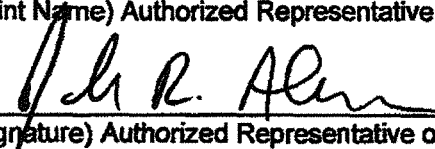
ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Local Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Local Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDDER'S / RESPONDENT'S FULL NAME:

John R. Aleman  
(Print Name) Authorized Representative of Bidder / Respondent

  
(Signature) Authorized Representative of Bidder / Respondent

President  
Title

October 23, 2015  
Date

**This Local Preference Identification Form must be submitted with the bidder's /  
respondent's bid/proposal response.**

## EXHIBIT 1

### Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance

Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation.

For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form attached to this solicitation.

Respondent must complete and return the attached Veteran-Owned Small Business Program Tracking Form.

**City of San Antonio**  
**Veteran-Owned Small Business Program Tracking Form**

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**Authority.** San Antonio City Code Chapter 2, Article XI describes the City's veteran-owned small business preference program.

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

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

**Definitions.**

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

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.
- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

The program uses the below definition of joint venture.

- Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

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

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

**INSTRUCTIONS**

- IF SUBMITTING AS A PRIME CONTRACTOR ONLY, COMPLETE SECTION 1 OF THIS FORM.
- IF SUBMITTING AS A PRIME CONTRACTOR UTILIZING A SUBCONTRACTOR, COMPLETE SECTIONS 1 AND 2 OF THIS FORM.

**City of San Antonio**  
**Veteran-Owned Small Business Program Tracking Form**

SOLICITATION NAME/NUMBER: RFO - Custodial & Supplemental Conversion/Labor Services at Alamodome

Name of Respondent:	Selrico Services, Inc.	
Physical Address:	717 W Ashby Place	
City, State, Zip Code:	San Antonio, TX 78212	
Phone Number:	(210)737-8220 ext 141	
Email Address:	RickA@selricoservices.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
If yes, provide the SBA Certification #	626515720	
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	<input type="radio"/> Yes	<input type="radio"/> No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.	U.S. Small Business Administration	
Participation Percentage:	100%	
Participation Dollar Amount:	Estimated at \$1,300,000	

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

**City of San Antonio**  
**Veteran-Owned Small Business Program Tracking Form**

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**ACKNOWLEDGEMENT**

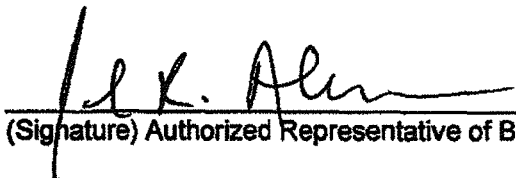
**THE STATE OF TEXAS**

I certify that my responses and the information provided on this Veteran-Owned Small Business Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

**BIDDER/RESPONDENT'S FULL NAME:**

John R Aleman

(Print Name) Authorized Representative of Bidder/Respondent



(Signature) Authorized Representative of Bidder/Respondent

President

Title

October 23, 2015

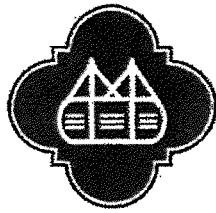
Date

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

### **NON-DISCRIMINATION LANGUAGE**

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

## Attachment D



# CITY OF SAN ANTONIO ALAMODOME

## CONTRACTOR SITE RULES

### Contractor Parking

Parking is available for company vehicles in designated parking areas upon availability. Contractors arriving on site must have prior approval and parking permits. Temporary parking Passes may be requested from the Maintenance Manager. Parking in fire lanes and other areas marked "No Parking" may result in vehicles being towed.

### Deliveries

All deliveries for contractors, including those likely to cause an obstruction, must be discussed with the Maintenance Manager. Designated times and locations may be assigned.

### Diesel and Fossil Fueled Powered Vehicles and Equipment

Infiltration of diesel fumes into the building environment is a health and safety concern for staff, and visitors. Contractors must not operate diesel and fossil-fueled powered equipment and vehicles where fumes may be drawn into HVAC systems or naturally penetrate indoor spaces. Security will actively respond to these concerns and has the authority to shut down offending equipment.

### Elevators

Service and or passenger elevators may be made available at certain times for transferring of materials with the agreement of the Maintenance Manager. Should fire occur or fire alarm sound, do not use the elevator.

### Fire Alarm

Contractors shall be familiar with the ALAMODOME emergency procedures, especially the Fire Alarm procedure. Remove persons from immediate danger and notify staff in immediate area. Sound alarm as necessary at alarm pull station. Extinguish fire if this can be done without jeopardizing personal safety.

### First Aid

Contractors shall provide first aid services on the work site for their workers and sub trades. Contractors must have a person trained in first aid available at all times the Contractor is performing work and maintain a first aid station or stations, as per the Occupational Health and Safety Act and regulations for Construction Projects.

### **Harassment / Inappropriate Language / Horseplay**

Contractors are advised that offensive language (e.g. swearing) and offensive behavior including harassment and horseplay are not acceptable. Contractor staff must perform their roles in a manner consistent with the ALAMODOME Mission, Vision, and Values.

### **Hazardous and Controlled Products**

Contractors or their sub trades will not bring any hazardous and/or controlled products to project site without providing, in advance for the approval by the Maintenance Manager, Material Safety Data Sheets for the products. Hazardous and controlled products must be stored in accordance with good practice and as may be required under the COSA Fire Code. All Contractor staff must be trained in Hazardous Waste Operations on Emergency Response and be able to produce a record of training, upon request by the Department Facility Coordinator.

### **Housekeeping and Waste Management**

At all times, the work site shall be kept clean from dust, debris, and trash. The Contractor is responsible for removal of construction debris and trash generated by Contractor work and sub trades from the worksite. ALAMODOME debris containers may not be used unless specified otherwise by the Maintenance Manager. All wastes generated by the contractor and sub trades must be handled and disposed of in accordance with provincial and municipal regulations. Recycling of materials is strongly encouraged.

### **Hygiene Facilities**

Only facilities located at the southwest field level tunnel are permissible. Public facilities are not to be used at any time.

### **Identification**

All Contractors will have an identity badge or company logo work shirts whenever on premises.

### **Meals and Breaks**

Contractors shall advise their employees and sub trades the location for breaks and eating meals. Breaks are not are not allowed in public areas.

### **Noise and Vibration**

Contractors and sub trades shall ensure that noise and vibration is kept to a minimum at all times. Equipment that generates high levels of noise or excessive vibration should be adequately damped, and/or silenced and/or soundproofed. Any activities that are expected to produce significant noise and/or vibration shall be approved by the Maintenance Manager and conducted during the times and locations specified.

**Penetration of Walls, Floors, and Ceilings** There is to be no access to, or alteration of the facility's infrastructure without appropriate approval from a designated authorizing department. Contractors and/or sub trades that require approval must obtain this from the Project Leader.



### **Personal Protective Equipment**

Contractors are responsible for assessing all work activities and supplying their personnel and sub trades with the appropriate personal protective equipment (PPE), required to perform the work safely. PPE includes safety boots, safety glasses, hard hats, work gloves, outer clothing, respiratory protection equipment, fall arrest equipment, and any other PPE required by regulation or best practice. Contractor's employees and sub trades required to use PPE will be instructed in the proper care, use, and records of training available for review by the Department Facility Coordinator, as may be required.

### **Site Access and Egress (external)**

Access routes into the ALAMODOME will either be specified (with a site plan) or agreed at the preliminary site meeting with the Maintenance Manager. Fire lanes are not to be blocked.

### **Site Access and Egress (internal)**

Access sites within buildings at the ALAMODOME will be specified or agreed at the preliminary site meeting with the Maintenance Manager.

### **Smoking**

ALAMODOME has Designated Smoking Areas (DSA) that must be used by all persons wishing to smoke. This policy is enforced by security. Contractors should ensure that cigarette disposal containers are used to keep grounds, parking lots, and roadways free of cigarette butts.

### **Tools and Equipment**

Equipment and tools are not to be left unsupervised. The term equipment includes items such as scaffolding, ladders, guardrails, and barricades. All tools and equipment used on ALAMODOME facilities must be in good working order and be suitable for the intended use. Electrical equipment must be OSHA approved and all cords and connection cables inspected before and during use. Any equipment with damaged cords or plugs must not be used. Ladders and equipment used for working at heights must not be placed in any area where there is a potential for impact with other persons or equipment. Tools and equipment may not be borrowed from the ALAMODOME.

### **Unloading and Storage Areas (Temporary Hoarding)**

Unloading areas may be allocated in certain locations in agreement with the Maintenance Manager. Storage areas will be designated in a similar way.

### **Warning Signs, Barricades, and Lighting**

Contractors are responsible for the procurement and maintenance of all warning signs, barricades, and temporary lighting, as is appropriate for the nature of the job, and as may be required/requested by the Maintenance Manager. Warning signs shall be compliant with "Signs and Symbols for the Workplace", OSHA regulations, or as may be approved by the Project Leader

1. Contractors must stay within authorized areas, and must not enter any other areas without permission and/or being accompanied by authorized ALAMODOME Maintenance staff.
2. Men at Work and other applicable warning signage must be displayed at all times.

3. It is the Contractor's responsibility to provide adequate barriers to prevent entry into work areas by Dome Staff, attendees and visitors. Work in circulation areas must be adequately cordoned off. This is to be agreed with ALAMODOME Maintenance Management.
4. Contractors must ensure that all work areas are fully cleaned on completion, within the allotted timescale.  
Failure to do so will result in the deduction of expenses incurred by the ALAMODOME from the use of internal/external resources.

Fire fighting extinguishers located around the Dome premises may be used by contractor's and supplier's employees or other persons for emergencies only. Such equipment must not be used for any other purposes.

#### **1. IN CASE OF FIRE**

Fire alarm systems throughout the ALAMODOME are operated by pull station method; please ensure your employees understand this. The alarms will be a distinctive audible warning.

The alarm will automatically, result in the Fire Brigade arriving at the scene of the alarm, together with a Security Officer.

The Security Officer should be informed of the exact location and type of fire as soon after sounding the alarm as possible.

At the sound of the alarm, as described above, the building and workplace should be evacuated immediately without question and all Contractor's or Supplier's employees should assemble at the nearest assembly point. No one should re-enter the building until permission has been given from the Department Facility Coordinator.

#### **2. BEFORE COMMENCEMENT OF WORK**

The ALAMODOME must give permission before you commence working on site.

When first coming on site the Contractor or supplier should establish contact with the ALAMODOME representative in charge of the work or project. A **hot work permit** authorization form must be issued if applicable.

Ensure that the Dome representative is informed in advance of any materials or goods, which may be delivered to our premises prior to your employees commencing work. Such goods and materials are accepted and stored at your own risk and should be clearly marked as being for (the name of the firm and its representative)

#### **3. DRAINS AND SEWERS**

No chemical substances, oils, solvents or other obnoxious substances are to be poured into, or allowed to enter the Dome drains and sewers. Accidental discharge should be reported to Dome Maintenance.

#### **4. EQUIPMENT BROUGHT ON SITE**

All equipment used by a Contractor or Supplier must comply with appropriate safety and electrical legislation. Equipment left on site shall be kept in a safe and secure manner and at the risk of the Contractor or Supplier. All electrical equipment shall be of 110V or less. Exceptions on a case by case basis.

#### **5. ACCIDENTS**

Accidents which occur on Dome premises and result in an employee of the Contractor or Supplier being away from work for more than three days must be reported as required by existing regulations and additionally to the Dome representative in charge of the work or project who will arrange for the reporting of such accidents to CSEF Security.

The City reserves the right to investigate all accidents or serious incidents that occur on its premises and expects full co-operation from the Contractor or Supplier and their employees in the investigation of causes of such occurrences and in the interest of preventing similar occurrences.

#### **6. ACCESS EQUIPMENT**

All contractors should bring any access equipment with them that they require for the work. Suitable risk assessments should be available as required by the Work at Height regulations 2005. No contractor should use stepladders found on site.

#### **7. GENERAL**

These rules imply that ALAMODOME all Contractor's or Supplier's employees or other persons on Dome premises must be adequately qualified or trained to perform their work safely for themselves and others.

The rules are not to be taken as a complete list in compliance with any or all statutory regulations or requirements and you are reminded that you have a responsibility under the OSHA Act to ensure your operations are at all times carried out in accordance with the latest legislation and current codes of practice.

Return all keys daily. Secure area upon departure and turn lights back to where they were at arrival or off if the space is vacant.

Your employees must understand that it is a breach of law to remove, deface, paint over, or otherwise interfere with any equipment; instructions or warning notices provided by the ALAMODOME for the protection of other persons and any accidental incident of such a nature should be reported to the Representative.

#### **Contact telephone numbers:**

Maintenance Manager                      207-3671

Security Office                                207-3680

**Declaration**

*I declare that I have fully read and understand this document. I agree to comply with the Rules and acquaint all persons employed by the Company (including sub-contracted staff) with these Safety Rules*

Legible	
Signed	
Date	
Name (Block Capitals)	
Position (Block Capitals)	
Company Name (Block Capitals)	

- No pets
- No drugs
- No radios
- No alcohol
- No children
- No smoking
- Hard hats required
- Work boots required
- No shorts or tank tops
- Trash to be cleaned up daily
- No spouses (or significant others)
- Subcontractor to provide dumpster for personal use
- Subcontractor to have binders with safety program and MSDS paperwork at jobsite
- Subcontractor to provide storage on project for material
- Subcontractor to have representative present at jobsite for entire length of project
- Subcontractor to provide insurance for material stored at jobsite
- Report to Building Representative when arriving at job and when leaving job



**ATTACHMENT J**  
**PERFORMANCE INSPECTION REPORT**  
**ALAMODOME CUSTODIAL SERVICE**

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Inspector: \_\_\_\_\_  
(Printed Name) (Signature)

<b>Field Level Dock Area</b>	Dock area, east & west tunnels, smoking areas, security area
------------------------------	--

Area free of debris, bird droppings removed, all trash cans emptied & washed, floors dusted/mopped, benches & vending machines wiped clean, elevators wiped clean inside and out, elevator floors dusted and mopped.

**Deficiencies:**  
 \_\_\_\_\_  
 \_\_\_\_\_

<b>Field Level Tunnels</b>	Tunnels, locker rooms, x-ray room, darkrooms, interview/wives/band/Spurs locker rooms, elevators, NE & NW stairs, meeting rooms
----------------------------	---

All trash cans emptied & washed, floors dusted/mopped/vacuumed, tables wiped clean, elevator tracks clean, stairs swept/mopped, wall moldings wiped & polished in meeting rooms.

**Deficiencies:**  
 \_\_\_\_\_  
 \_\_\_\_\_

<b>Field Level Bathrooms</b>	Includes restrooms in: security area, SAPD, break area, and tunnels of Field level.
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All trash cans emptied & washed, floors swept & mopped, paper supplies/hand soap/urinal blocks/wax bags filled, walls & stall walls wiped/deodorized, vents/ledges/light fixtures dusted, water fountains polished, toilets/urinals flushed.

**Deficiencies:**  
 \_\_\_\_\_  
 \_\_\_\_\_

<b>Plaza &amp; 5th Level Concourses</b>	North & South entrances, Hall of Fame, camera bucket area, storage room 123, exterior North & South offices
---	---

All trash cans emptied & washed, floors & stairs dusted/mopped/vacuumed, signage/TV monitors/telephones/ vents/window ledges/interior windows/plaques/lighting wiped clean, elevators wiped clean inside & out/elevator floors dusted & mopped, glass doors clean, and exterior windows clean (N & S offices).

**Deficiencies:**  
 \_\_\_\_\_  
 \_\_\_\_\_

<b>Club Level Concourse</b>	Includes press box, sitting lounge, concession areas, coaches box
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All trash cans emptied & washed, floors & stairs dusted/mopped/vacuumed, signage/TV monitors/telephones/ vents/window ledges/interior windows/plaques/lighting wiped clean, elevators wiped clean inside & out/elevator floors dusted & mopped, glass doors clean, and exterior windows clean (N & S offices).

**Deficiencies:**  
 \_\_\_\_\_  
 \_\_\_\_\_

**ATTACHMENT J  
PERFORMANCE INSPECTION REPORT**

<b>Club Level Suite's</b>	<b>ALAMODOME CUSTODIAL SERVICE</b>
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All trash cans emptied & washed, carpets vacuumed, exterior counter/seating wiped clean, furniture/TV monitors/wall hangings/AC vents/exterior cabinetry dusted, glass walls/windows/doors (interior/exterior) wiped clean.

**Deficiencies:**

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<b>Plaza, Club &amp; 5th Level Bathrooms</b>	
--	--

All trash cans emptied & washed, floors swept & mopped, paper supplies/hand soap/urinal blocks/wax bags filled, walls & stall walls wiped/deoderized, vents/ledges/light fixtures dusted, water fountains polished, toilets/urinals flushed.

**Deficiencies:**

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<b>Administrative Offices</b>	
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All trash cans emptied & washed, hallway floors swept/mopped/buffed, hand railing wiped clean, wall hangings along hallway dusted, offices/reception area vacuumed/dusted, elevators wiped clean inside & out/elevator floors dusted & mopped, vending machines cleaned, bathrooms (including handicap) cleaned and stocked.

**Deficiencies:**

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<b>Total Deficiencies (all areas):</b>	
--	--

<b>Score:</b>	
---------------	--

**Scoring:** 4.00 - fully comply; 3.5 - 1-4 deficiencies; 3.00 - 5-8 deficiencies; 2.00 - 9 or more deficiencies;  
 1.00 - services not provided in the required timeframe or frequency, condition fails to meet standards.  
 0.00 - 9 or more deficiencies, fails to meet standards, Go Pro has previously been notified of these areas/issues.

**Go Pro Contact & phone number:** \_\_\_\_\_

Date & Time Contractor contacted (if deficiencies: Date: \_\_\_\_\_ Time: \_\_\_\_\_

Copy of report to Contractor (Must be within 24 hours of inspection)

## PERFORMANCE INSPECTION REPORT ALAMODOME CUSTODIAL SERVICE

Inspector: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Time: \_\_\_\_\_

Contractor Contact & Phone: \_\_\_\_\_  
 Date & Time Contractor Contacted (if deficiencies): \_\_\_\_\_  
 Date: \_\_\_\_\_ Time: \_\_\_\_\_

Type of Inspection:  Weekly  Pre Event  Post Event  Other ( \_\_\_\_\_ )

1. FIELD LEVEL DOCK AREA	Deficiencies	
	Yes	No
Free of Debris		
Bird Droppings Removed		
Trash Emptied/Cans Washed		
Floors Dusted/Mopped		
Benches/Vending Mach's Clean		
Elevators Wiped Inside/Outside		
Elevator Floors Dusted/Mopped		

5. CLUB LEVEL CONCOURSE	Deficiencies	
	Yes	No
Trash Emptied/Cans Washed		
Floors/Stairs Dusted/Mopped/Vacuumed		
Everything Dusted		
Interior/Exterior Windows Clean		
Elevators Wiped Inside/Outside		
Elevator Floors Dusted/Mopped		
Glass Doors Clean		

2. FIELD LEVEL TUNNELS	Deficiencies	
	Yes	No
Trash Emptied/Cans Washed		
Floors Dusted/Mopped/Vacuumed		
Tables Wiped Clean		
Elevator Tracks Clean		
Stairs Swept/Mopped		
Wall Moldings Wiped/Polished (Meeting Rooms)		

6. CLUB LEVEL SUITE'S	Deficiencies	
	Yes	No
Trash Emptied/Cans Washed		
Carpets Vacuumed		
Exterior Counter/Seating Wiped Clean		
Interior/Exterior Windows/Doors Clean		
Everything Dusted		

3. FIELD LEVEL BATHROOMS	Deficiencies	
	Yes	No
Trash Emptied/Cans Washed		
Floors Dusted/Mopped		
Supplies Replenished		
Walls/Stall Walls Wiped/Deodorized		
Vents/Ledges/Light Fixtures Dusted		
Water Fountains Polished		
Toilets/Urinals Flushed		

7. PLAZA/CLUB/5TH LEVEL BATHROOMS	Deficiencies	
	Yes	No
Trash Emptied/Cans Washed		
Floors Dusted/Mopped		
Supplies Replenished		
Walls/Stall Walls Wiped/Deodorized		
Vents/Ledges/Light Fixtures Dusted		
Water Fountains Polished		
Toilets/Urinals Flushed		

4. Plaza & 5th Level Concourses	Deficiencies	
	Yes	No
Trash Emptied/Cans Washed		
Floors/Stairs Dusted/Mopped/Vacuumed		
Everything Dusted		
Interior/Exterior Windows Clean		
Elevators Wiped Inside/Outside		
Elevator Floors Dusted/Mopped		
Glass Doors Clean		

8. ADMINISTRATIVE OFFICES	Deficiencies	
	Yes	No
Trash Emptied/Cans Washed		
Hallway Floor Dusted/Mopped/Buffered		
Hand Railing/Vending Mach. Wiped Clean		
Wall Hangings Along Hallway Dusted		
Offices/Reception Area Vacuumed/Dusted		
Elevators Wiped Inside/Outside		
Elevator Floors Dusted/Mopped		
Bathrooms Cleaned/Stocked		

Comments/Deficiencies:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



## EVENT LIST

Following is a chronological list of events that were held at the Facility for the period October 1, 2010 through September 30, 2013. This list is intended to provide vendors with the estimated number of events, event types, and event attendance on an annual fiscal-year basis in order to develop vendor's rates required in Attachment A - Price Schedule. While this list should be used to develop vendor's Price Schedule, no guarantee is made by the City as to the accuracy or reliability of this information. In addition, it cannot be used to predict future events or attendance.

October 2010 – September 2011 Events	Date	Event Days	Attendance
MS Bike Rodeo Expo	10/8-10/2010	3	5,276
Women of Faith	10/22-23/2010	2	20,309
Bands of America	10/29-30/2010	2	11,554
UIL Marching	11/1-2/2010	2	17,674
Elite Racing/ Rock N Roll Marathon	11/12-14/2010	3	37,180
High School Football Playoffs	11/2010	11	42,231
High School Football Playoffs	12/2010	6	30,090
USAA XMAS Party	12/18/2010	1	10,239
Kaleidoscope on Ice	12/8/2010	1	4,023
ALAMOBOWL	12/29/2010	1	48,581
U.S. Army All-American Bowl	1/8/2011	1	29,293
Monster Jam	1/15-16/2011	2	92,719
Tour of Texas Volleyball	1/22-23/2011	2	15,257
Boat Show	1/27-30/2011	4	11,671
NFL Player's Game	2/5/2011	1	5,365
Music As A Weapon	02/09/11	1	3,727
South Texas Winter Wine Festival	02/20/11	1	2,150
Cheer Power Nationals	2/11-13/2011	3	42,441
Hall of Fame Gala	2/18/2011	1	920
Univ of Phoenix Graduation	2/19/2011	1	5,087
Home & Garden	2/25-27/2011	3	14,438
American Spirit	3/5-6/2011	2	3,294
NCAA Regional Basketball	3/26-27/2011	2	23,541
Avalanche Tour	04/08/11	1	1,843
Fiesta Carnival	4/6-17/2011	12	N/A
Disney on Ice	4/20-24/2011	8	48,904
Long Star Volleyball Tournament	5/7 -5/8/2011	2	17,022
Race for the Cure	4/30/2011	1	29,956
Go Kids Fitness Challenge	4/10/2011	1	2,728
Avenged Sevenfold	05/18/11	1	7,577
Sugarland	05/28/11	1	5,857
High School Graduations	05/28-06/13/2011	22	119,121
Family Show (Circus)	6/29 - 7/4/2011	6	41,666
Tx Hunter's Assoc.	7/15-17/2011	3	9,412
Drum Corps International	7/23/2011	1	8,246
Dallas Cowboys Training Camp	7/28 - 8/10/2011	13	83,257
MMA Boxing	8/27/11	1	1,252
UTSA Football	9/3/11	1	42,836
UTSA Football	9/10/11	1	20,601
UTSA Football	9/24/11	1	21,634
<b>TOTAL EVENT DAYS AND ATTENDANCE</b>	<b>FY 2011</b>	<b>132</b>	<b>940,652</b>

October 2011 – September 2012 Events	Date	Event Days	Attendance
Fall Home & Garden Show	9/30 - 10/2/11	3	8,970
UTSA vs. South Alabama	10/08/11	1	20,179
Women of Faith	10/21-22/11	2	20,309
UTSA vs. Georgia State	10/29/11	1	16,165
Bands of America	11/4-5/11	2	12,724
UIL Marching	11/7-8/11	2	15,283
Competitors Group/ Rock N Roll Marathon	11/11-13/11	3	40,176
State of Tx Coaches Clinic	11/17-18/11	2	500
UTSA vs. Minot State	11/19/11	1	19,663
High School Football Playoffs	11/25-26/11	5	15,834
USAA XMAS Party	12/3/11	1	10,239
High School Football Playoffs	12/9-10/11	3	20,759
NCAA Division I Women Volleyball	12/15-17/11	3	20,548
ALAMOBOWL	12/29/11	1	54,540
U.S. Army All-American Bowl	1/7/12	1	24,517
Monster Jam	1/14-15/12	2	97,980
Rise Against Concert	1/18/12	1	1,967
Tour of Texas Volleyball	1/21-22/12	2	15,284
Boat Show	1/26-29/12	4	11,671
Gabriel Iglesias	2/3/2012	1	7,926
Top Rank Boxing	02/04/12	1	13,066
Hall of Fame Gala	2/10/12	1	975
8th Annual Love & Happiness	2/14/12	1	1,146
South Texas Winter Wine Festival	02/12/12	1	1,426
Univ of Phoenix Graduation	2/12/12	1	6,384
Cheer Power Nationals	2/17-19/12	3	36,109
Home & Garden	2/24-26/12	3	13,683
AFL Scrimmage	2/29/2012	1	6,978
American Spirit	3/3-4/12	2	5,608
Red Bull Party	3/7/2012	1	247
AFL vs Utah Blaze	3/10/12	1	5,459
AFL vs Spokane Shock	3/17/12	1	4,828
50/50 Entertainment-Mary J. Blige	3/16/12	1	8,636
Varsity Brands	3/23-24/12	2	9,278
HBO Boxing	3/31/2012	1	1,124
Disney on Ice	4/4-8/12	8	39,393
AFL Football	4/13/12	1	6,656
UTSA Spring Game	4/15/2012	1	2,371
Fiesta Carnival	4/18-29/12	12	0
Go Kids Fitness Challenge	4/22/2012	1	3,123
AFL vs Chicago Rush	4/28/12	1	2,181
Race for the Cure	5/14/12	1	31,254
Godsmack, Staind, Halestorm Tour	5/2/2012	1	6,052
Gipsy Kings	5/6/2012	1	2,221
Lucha Libre	5/11/2012	1	1,777
AFL Football	5/12/2012	1	3,610
AFL Football	5/19/2012	1	5,010
Southside ISD Graduation	5/25/12	1	3,864
Southwest ISD Graduation	5/26/12	1	8,191
Northside ISD Graduations (10)	5/31-6/4/12	10	59,375
Judson ISD Graduations (2)	6/5-6/12	2	15,389

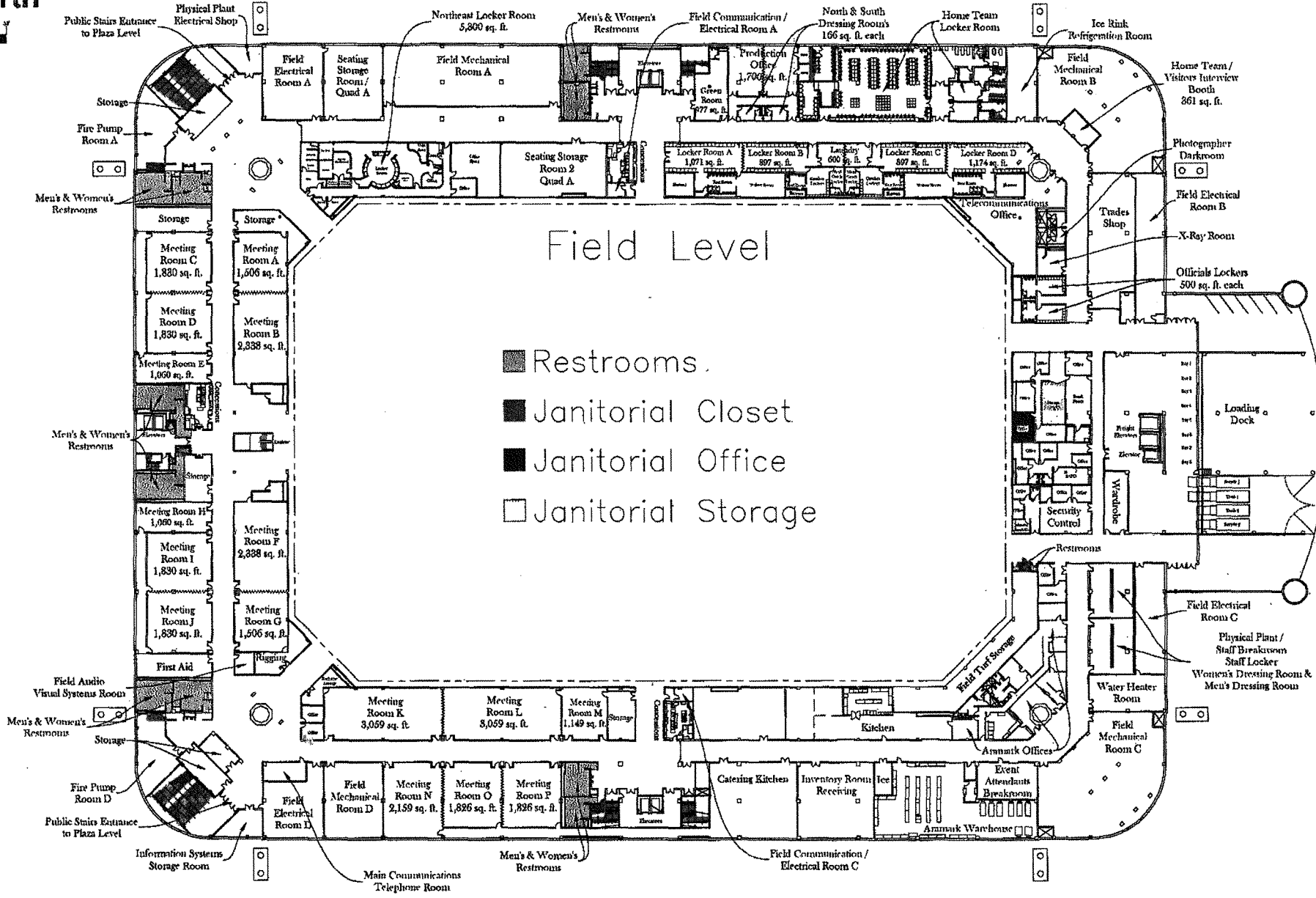
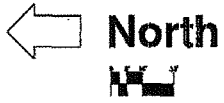
October 2011 – September 2012 Events (continued)	Date	Event Days	Attendance
Somerset ISD Graduation	6/7/12	1	2,592
SAISD Graduations (8)	6/8-10/12	8	32,816
American Idol	6/11-14/12	1	2,373
AFL Football	6/16/12	1	5,858
Concert-Scorpions	6/26/12	1	8,459
AFL Football	6/30/12	1	5,155
Family Show (Circus)	7/4-8/12	6	44,449
AFL Football	7/13/2012	1	6,151
UTSA Junior and Senior Camps	7/19-20/12	2	203
Drum Corps International	7/21/12	1	10,704
AFL Football	7/27/12	1	6,064
Tx High School Coaches All Star Game	7/31/12	1	4,619
Solo Boxeo	8/11/2012	1	2,838
Tejano Talent Music Association	8/18/2012	1	1,742
Tx Hunter's Assoc.	8/24 -26/2012	3	10,181
People en Espanol	9/1-2/12	2	6,992
UTSA vs Texas A&M Commerce	9/8/12	1	21,576
UTSA vs NW Oklahoma State	9/22/12	1	16,945
Fall Home & Garden Show	9/28-30/12	3	12,684
<b>TOTAL EVENT DAYS AND ATTENDANCE</b>	<b>FY 2012</b>	<b>143</b>	<b>943,049</b>

October 2012 – September 2013 Events	Date	Event Days <sup>b</sup>	Attendance
Women of Faith	10/12-13/12	2	11,798
UTSA vs. San Jose State	10/20/2012	1	19,733
UTSA vs. Utah State	10/27/2012	1	12,210
Bands of America	11/2-3/12	2	12,954
UIL Marching	11/5-6/12	2	16,336
UTSA vs. McNeese	11/10/12	1	13,511
High School Football Playoffs	11/15-17/12	5	13,403
3 Doors Down and Daughtry	11/20/12	1	2,045
Wiz Khalifa	11/21-12	1	4,342
High School Football Playoffs	11/24/12	1	3,626
UTSA vs. Tx. State	11/24/12	1	29,123
Business Success Seminar	11/30 - 12/01/12	2	5,956
Alt Universe - Live in 210	12/1/2012	1	534
High School Football Playoffs	12/7-8/12	4	19,920
USAA XMAS Party	12/15/12	1	10,630
ALAMOBOWL	12/28/12	1	65,277
U.S. Army All-American Bowl	1/5/13	1	26,742
Monster Jam	1/12-13/13	2	87,608
Tour of Texas Volleyball	1/19-20/13	2	16,351
Boat Show	1/24-27/13	4	7,291
Nuclear Cowboyz	2/01-02/13	2	9,913
Cheer Power Nationals	2/8-10/13	3	38,967
Recruit Military Opportunity Expo	2/14/13	1	417
Hall of Fame Gala	2/15/13	1	947
Love & Happiness	2/16/13	1	5,689
Univ of Phoenix Graduation	2/16/13	1	4,596
South Texas Winter Wine Festival	2/17/13	1	1,459

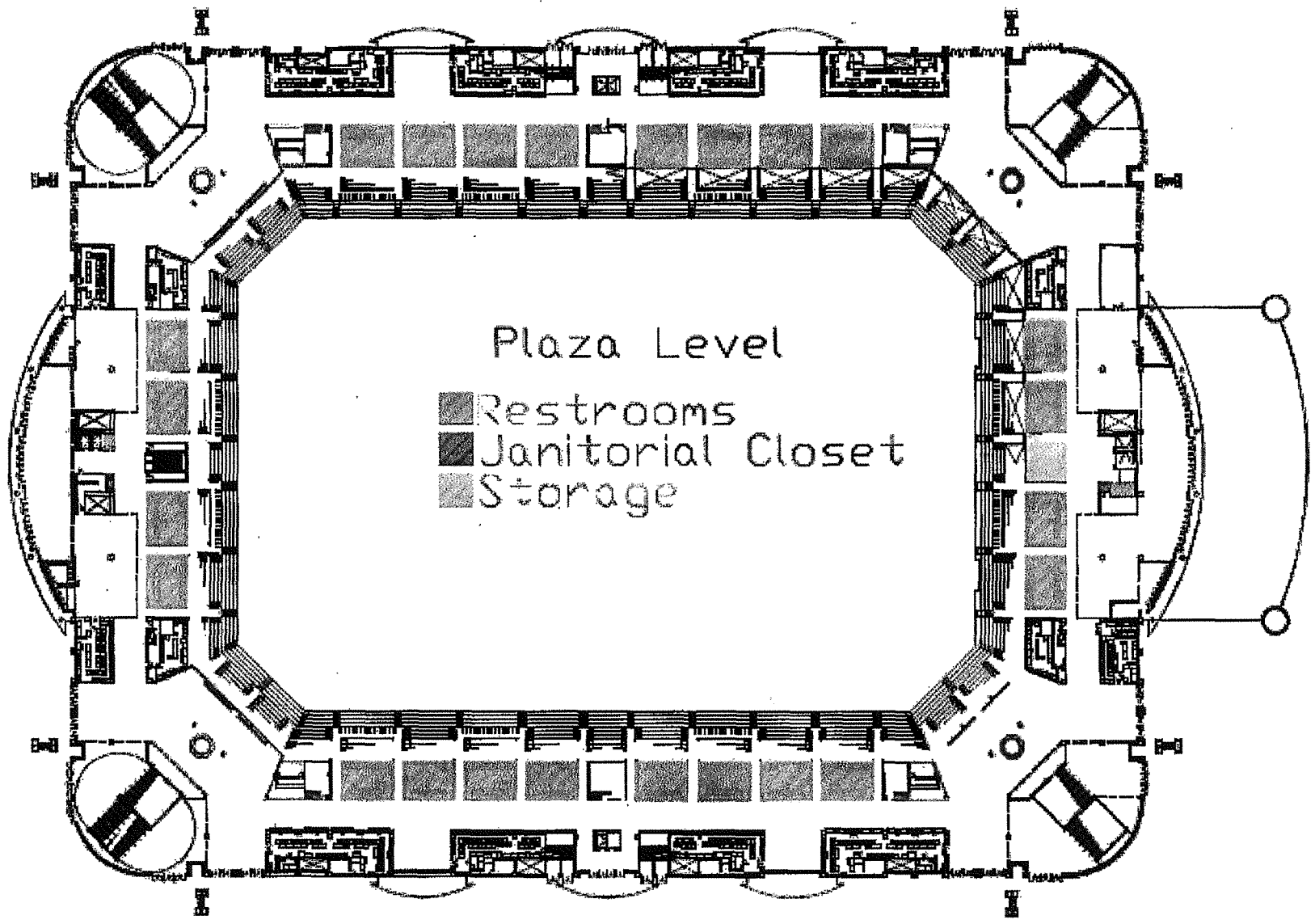
October 2012 – September 2013 Events (continued)	Date	Event Days	Attendance
Home & Garden	2/22-24/13	3	14,433
Drop a Million Expo Half Marathon	3/02-03/13	2	3,319
AFL Pre-Season Talons vs New Orleans	3/7/2013	1	1,769
TNA Wrestling Paperview	3/10/13	1	6,794
AFL Talons vs San Jose SaberCats	3/23/13	1	5,005
TX Rangers Baseball - Big League Weekend	3/29-30	2	70,187
AFL Talons vs Chicago Rush	4/05/13	1	2,955
Race for the Cure	4/6/13	1	25,000
Disney on Ice	4/10-14/13	8	36,974
GWDA Lunch and Expo	4/16/13	1	500
Fiesta Carnival	4/17-28/13	12	N/A
Boxing - Canelo vs. Trout	4/20/13	1	34,957
Go Kids Fitness Challenge	4/21/13	1	4,700
AFL Talons vs Iowa Barnstormers	5/3/13	1	4,182
AFL Talons vs Jacksonville Sharks	5/11/13	1	3,938
UTSA Commencements	5/13/13	2	24,521
HOG State Rally	5/16-18/13	3	4,982
AFL Talons vs Spokane Shock	5/24/13	1	3,819
George Strait	6/1/13	1	73,321
High School Graduations	6/4-17/13	21	117,801
AFL Talons vs Utah Blaze	6/3/13	1	2,571
AFL Talons vs Arizona Rattlers	6/8/13	1	3,883
Lutheran Church Missouri Synod	7/1-5/13	5	22,340
AFL Talons vs Tampa Bay Storm	7/13/13	1	4,691
UTSA Junior & Senior Camp	7/17-18/13	2	1,428
Drum Corps International	7/20/13	1	11,033
AFL Talons vs Philadelphia Soul	7/27/13	1	6,111
Trey Songz Concert	8/11/2013	1	1,907
Tx Hunter's Assoc.	8/23-25/13	3	8,724
People en Espanol	8/31-9/2/13	2	8,624
UTSA vs Oklahoma State	9/7/13	1	32,481
UTSA vs University of Houston	9/28/13	1	23,528
<b>TOTAL EVENT DAYS AND ATTENDANCE</b>	<b>FY 2013</b>	<b>138</b>	<b>1,007,856</b>

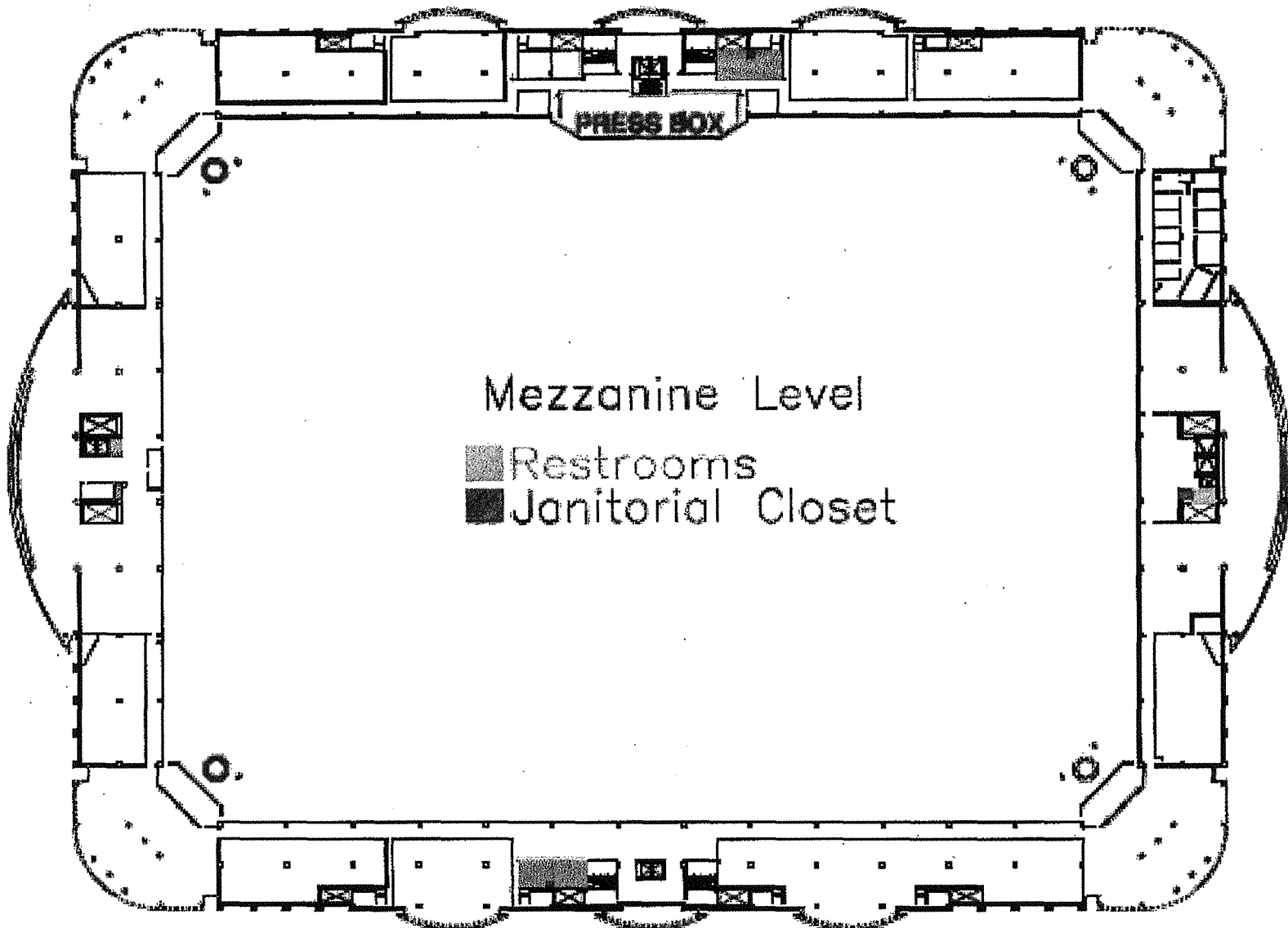
**ATTACHMENT L**  
**FLOOR PLANS AND CONTRACTOR'S ASSIGNED AREAS**

**ITEM 1: JANITORIAL AND SUPPLEMENTAL CONVERSION/LABOR**



# Field Level



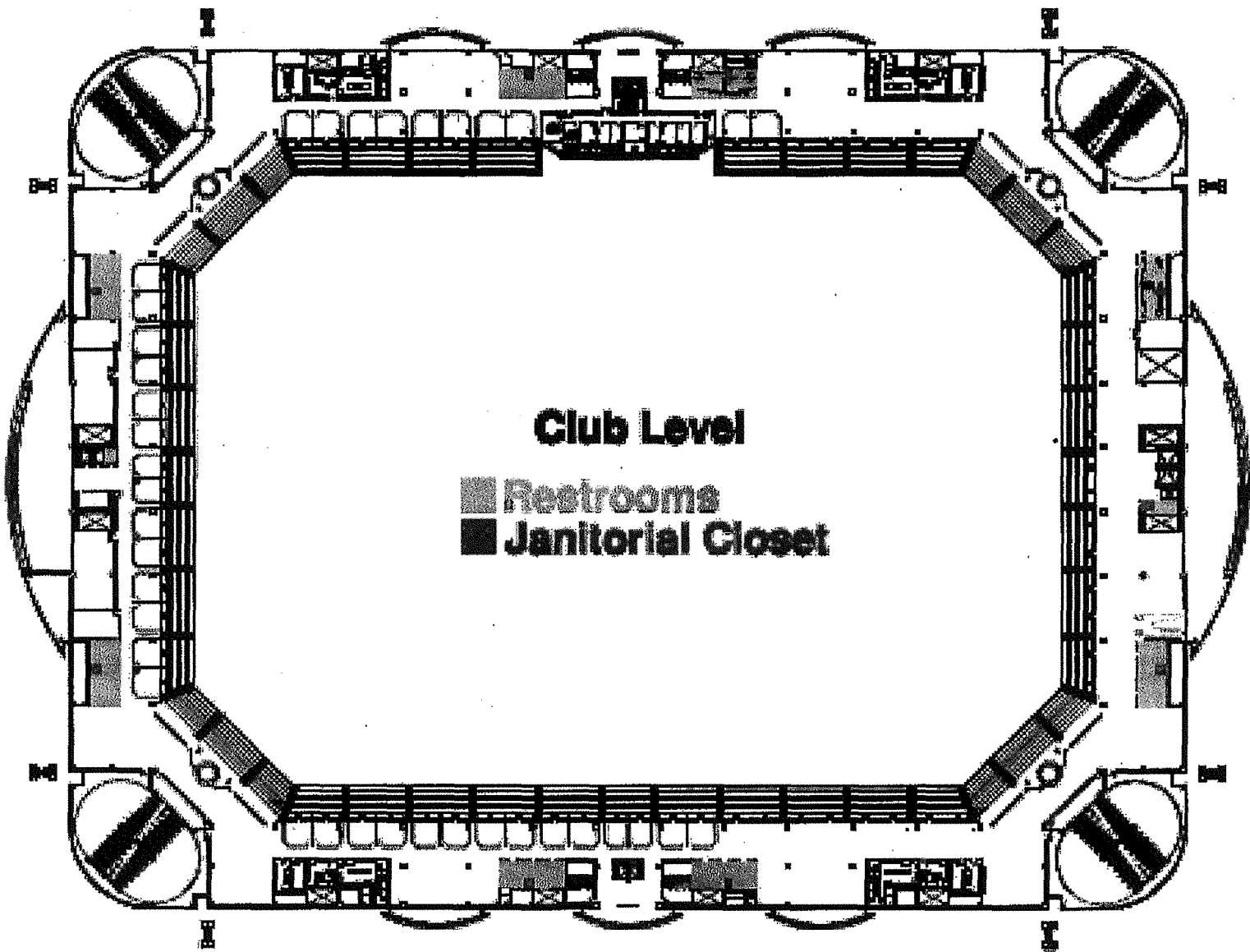


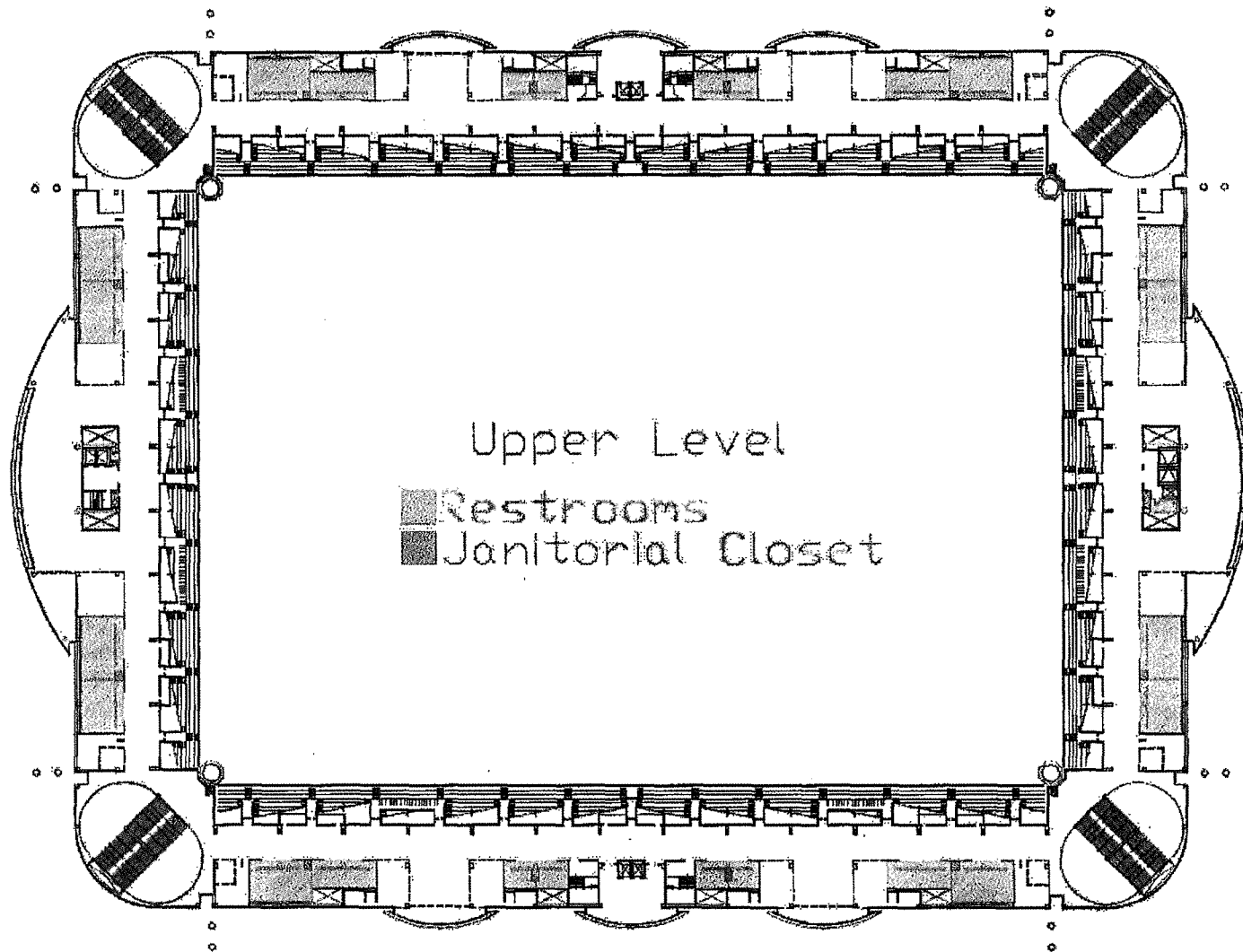
Mezzanine Level

- Restrooms
- Janitorial Closet



Note: There are an additional 14 suites along the east and west sides which are not depicted







**CONFLICT OF INTEREST QUESTIONNAIRE ADDENDUM FORM CIQ-A**  
**For vendor or other person doing business with local governmental entity**

Completed Conflict of Interest Questionnaires and Conflict of Interest Questionnaire Addenda are to be submitted by all individuals and/or entities who seek to do business with the City of San Antonio. Completed Forms shall be filed with the City Clerk no later than the 7th business day after the date the person/entity: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City.

A CIQ and CIQ Addendum are required to be filed for EACH solicitation submitted, and are required to be submitted together.

**1 Name of person who has or is seeking to have a business relationship with the City of San Antonio.**

John R Aleman

**2 Name of Company that has or is seeking to have a business relationship with the City of San Antonio.**

Selrico Services, Inc

**2a Business Contact information for Company listed above.**

Business Address: 717 W Ashby Place, San Antonio, TX 78212

Phone: (210)737-8220 ext 141

Email: RickA@selricoservices.com

**3 Bid Name or Description of Service**

RFO No. 6100006793, Custodial & Supplemental Conversion/Labor Services at Alamodome

**4 Printed name of person doing business with the City of San Antonio (same as denoted on Box 4 of Form CIQ).**

John R. Aleman

Completed Conflict of Interest Questionnaires and Addenda should be mailed or hand-delivered separately from the solicitation (bid) to one of the following addresses:

Mailing Address: **Office of the City Clerk**  
**P.O.Box 839966**  
**San Antonio, TX 78283-3966**

Physical Address: **Office of the City Clerk**  
**City Hall, 2nd Floor**  
**100 Military Plaza**  
**San Antonio, TX 78205**

**Print Form**

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

2  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

N/A

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

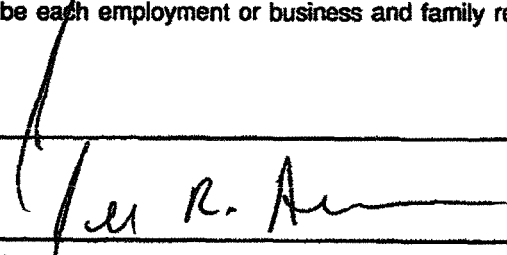
Yes  No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

Yes  No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

  
Signature of vendor doing business with the governmental entity

October 23, 2015

Date