

CITY OF SAN ANTONIO

DEPARTMENT OF HUMAN SERVICES



**REQUEST FOR PROPOSAL
("RFP")**

RFP 16-036

for

FY 2017 – FY 2018 Human and Workforce Development Services Consolidated Funding

Release Date: April 1, 2016

Proposals Due: May 2, 2016, at 11:00 a.m.

City of San Antonio, City Clerk's Office

100 Military Plaza

San Antonio, Texas 78205

This solicitation has been identified as High-Profile.

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

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

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

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003– BACKGROUND

The City of San Antonio, Department of Human Services (“City”) seeks proposals from qualified Respondents interested in providing services as described in this RFP. The City seeks proposals in providing various Human and Workforce Development services that are in alignment with City Council investment priorities: Children & Family Services, Youth Services, Community Safety Net, and Workforce Development.

This RFP represents a competitive process whereby contracts will be awarded to qualified Respondents for eligible programs and services. It is anticipated that City funds will be available in Fiscal Year 2017. Amount of funding will be determined by City Council during the annual budget adoption.

City Council has established priorities for the FY 2017 as follows:

Investment Priority	FY 2016 Allocation	FY 2017 Allocation	Variance
Children & Family Services	24%	22.8%	-1.6%
Youth Services	16%	18.3%	+2.2%
Community Safety Net	48%	41.3%	-6.4%
Workforce Development	12%	17.6%	+5.8%

Funds to support the proposed programs may be provided through a variety of City General fund or grant resources, including federal, state, and private foundation resources: U.S. Department of Housing and Urban Development (HUD) Emergency Solutions Grant (ESG), Housing Opportunities for Persons with AIDS (HOPWA), and Community Development Block Grant funds; and General funds will be provided from the City. The City reserves the right to include additional funds during this solicitation and the subsequent contract periods as funding becomes available.

All Respondents awarded contracts as a result of the RFP must fully comply with all applicable federal, state and local laws, rules, regulations and policies that are applicable to the particular funding sources supporting each individual contract.

Funding from the Human and Workforce Development Services Consolidated Funding Pool RFP of City Council (“City Funds”) shall be limited by matching fund requirements established by City Council, which are subject to change. Contractor (i.e., a Respondent who is awarded a contract) shall comply with any matching fund requirement.

Agency Match Requirement:

If a Contractor receives \$1,000,000 or more of “City Funds,” the award amount is limited to 65% of the agency’s total revenue and expenses. The match requirement would be 35% of the total agency budget. If a Contractor receives less than \$1,000,000 of “City Funds,” the award amount is limited to 50% of the agency’s total revenue and expenses.

Example 1 - Award of \$1,000,000 or more:

Contractor is awarded \$1,000,000. $\$1,000,000/0.65= \$1,538,462$ (minimum revenues and expenses Agency must demonstrate to receive award).

Example 2 - Award is less than \$1,000,000:

Contractor is awarded \$500,000. $\$500,000/0.50=\$1,000,000$ (minimum revenues and expenses Agency must demonstrate to receive award).

If Contractor does not provide the Managing City Department with acceptable evidence of the required amount of “Non-City Funding” on the date of the contract award of the respective contract year, then the Contractor understands and agrees that the Director of the Managing City Department may reduce the amount of “City Funds” provided to Contractor in order to comply with this limit without obtaining the approval of the City Council.

Funds reduced as a result of the failure to meet the above requirements may be reallocated to another agency.

Demonstration of **program match** is highly recommended. Additional points will be awarded for those proposals that demonstrate cash program match.

Eligible organizations include public entities, community-based organizations, faith-based organizations, and non-profit organizations. “For-profit” organizations, firms, businesses, etc. are not eligible for award under this RFP.

Non-profit Organizations must provide the most recent Internal Revenue Service letter of tax-exempt status under sections 501(c) (3) or 509 (a) to verify non-profit status.

Faith-Based Organizations in accordance with the Governor's Executive Order GWB 96-10, and §2308.303(a) (9) of the Government Code, charitable or faith-based (religious) organizations providing human development services may also apply. Funds provided through this RFP are expected to meet a public purpose and no funding consideration shall have as its objective the support of sectarian worship, instruction, or proselytization. Faith based organizations that provide services to members only are ineligible for assistance.

Through various funding sources, the City of San Antonio seeks to support human and workforce development strategies by focusing on City Council initiatives that directly impact children and family, youth, community safety net, and workforce development services programs. Organizations possessing the capacity and demonstrated ability to perform successfully under the terms and conditions of this RFP and resulting contract (template attached) may respond to this RFP.

004 - SCOPE OF SERVICE

This section outlines and details City Council priorities for human development and workforce services. Human development services are managed by Department of Human Services. Workforce development services will be managed by the Economic Development Department. Respondents are encouraged to thoroughly review each of these fundable areas to determine those which coincide with their organization or agency's mission.

The City proposes to support the provision of human and workforce development services to the community by investing in services and programs that achieve results aligned with City Council priorities as described in this RFP. The City considers coordination with City service and other community-based organizations essential to the successful provision of human and workforce development services. Priority will be given to projects that are integrated with City services and initiatives.

Respondents to the RFP may be responsible for appropriate user license fees for various applications and databases used to maintain necessary data that will be required to be reported to the City. The City will accept proposals for projects and programs that support the following goals.

Children and Family Services

The City will fund programs with demonstrated results in improving school success and quality of life for vulnerable children, families, and individuals through:

Early Childhood Support

- **School Success** - Programs that support children are healthy and supported in school and life, especially children with disabilities or other barriers to learning, including early literacy; parent engagement; and initiatives that improve health and education success. Evidenced based programs should demonstrate health, literacy, and academic improvement.

Programs that ensure children are reading on grade level by 3rd grade including mentoring, tutoring, family literacy; program services that align with the curriculum and standards in the primary grades and measure their success based on 3rd Grade reading levels. Programs applying in this category should measure results through and identified assessment tool that demonstrates improved academic and reading skills to ensure reading at grade level by the 3rd grade.

Family Services

- Programs that address family barriers to improving student success by providing family support mechanisms including case management; home visits; support for emotional or physical trauma; and respite care for families with disabled children.

Senior Services

- Programs that encourage the physical and mental well-being of seniors and help them maintain independent living. Programs must support operations and activities at one or more of the 63 community wide senior nutrition program sites including 10 full-time Comprehensive Senior Centers, 8 City operated sites, and 45 sites operated in partnership with community and faith based organizations. Programs should focus on wrap-around services at the centers to include fitness classes such as Zumba, Arthritis Foundation Stretch, yoga, dance therapy and other like classes; social and cultural activities such as arts and crafts, oil painting, drawing, music, ballroom dance, and language instruction and other like classes; computer instruction (introduction and intermediate, social media classes, and other digital computer classes); and counseling and disability services.

Youth Services

The City will invest in programs and services that support youth success in school and life by strengthening youth developmental assets; character traits; academic engagement; and college and career readiness:

- **Youth** - Programs that promote high school graduation, education, youth employment opportunities, and career success by providing youth employment and career exploration; mentoring; civic engagement; and leadership; programs with a focus on ensuring all out of school youth are employed and by presenting career pathways in a culturally relevant manner and employing wrap around case management services. Programs applying in this category should report on high school graduation rates and student academic progress including grades, standardized testing, and matriculation.
- **College and Career Readiness** - Programs that facilitate higher education and vocational or trade attainment career preparation; assistance with scholarships, financial aid applications, and college retention initiatives. Programs must be provided in coordination with cafécollege and should report on college readiness or vocational education, enrollment, and/or completion results
- **At-Risk Youth Behavior Prevention** - Programs that focus on improving youth success and reducing risky behavior by focusing on youth developmental assets and character traits including evidence based teen pregnancy prevention; truancy intervention; deterrence from gang participation and crime; substance abuse prevention; and emergency shelter services; and increasing job readiness and essential skills and working with employers on creating job openings for youth with criminal record.

Community Safety Net

The Community Safety Net promotes health, housing stability, and self-sufficiency of our most vulnerable residents. The City will invest in programs that ensure housing stability and prevent homelessness; address the challenges of homelessness and domestic violence; and rapidly re-house homeless. Programs applying under this category should report results regarding housing stability and permanent housing placements.

Basic Needs & Homeless Prevention

- **Basic Needs** - Programs that improve housing stability by providing direct assistance and case management for vulnerable populations. Programs applying under this category should report on results including transition out of poverty and prevention of homelessness.
- **Rapid Re-housing** - Programs that provide rapid re-housing as a strategy to provide permanent housing through short term or flexible rental assistance; case management; and stabilization services to homeless individuals and families into permanent housing. Programs applying under this category must ensure a required VI-SPDAT assessment is conducted; prioritize homeless by vulnerability focusing on veterans and those most chronically homeless for services; adhere to HMIS data entry and HUD performance reporting requirements.
- **Haven for Hope Homeless Campus Services** - Programs that provide food and counseling services at Haven for Hope; food services to Haven for Hope campus residents including three nutritional meals daily (365 days); counseling services that provide individual and family counseling for Haven for Hope residents. Programs applying under this category should demonstrate coordination with Haven for Hope.
- **Housing Opportunities for Persons with HIV/AIDS (HOPWA)** – Programs that align services with HUD HOPWA funding priorities serving clients meeting HUD eligibility including facility-based housing, funding for tenant based rental assistance, housing information services, transitional housing, and supportive services such as mental health assessment, transportation, nutritional services and community engagement. Programs applying under this category should report results of housing stability and HUD required performance data.

Family Financial Security

- **Volunteer Income Tax Assistance (VITA) and Financial Security** – Programs that improve family financial stability by operating VITA sites to provide free tax preparation to low income working families to increase their financial stability and reduce poverty and programs that use nationally recognized curriculum to provide financial literacy education; connecting individuals to mainstream financial services; and providing financial counseling. Programs applying under this category should report results that reduce poverty, increase income, and improve financial stability.

Domestic Violence/Child Abuse Prevention

- **Domestic Violence and Child Neglect and Abuse Prevention** – Programs that reduce and prevent domestic violence by providing emergency and transitional shelter; case management; and assisting victims of abuse with

access to legal and social services. In the service area of child abuse neglect and prevention, programs that prevent the neglect of children and youth and provide family support mechanism that include parent and caregiver education and support groups; case management and home visits; and shelter services for minor and youth.

Workforce Development

The City of San Antonio is seeking programs to ensure people have the skills and support needed for a quality standard of living. The primary focus should be on helping participants transition from welfare, unemployment, or underemployment into full-time employment and pursue training that will increase their marketability. Programs applying under this category should report results related to employment gains.

- **Long – Term Job Training** – Programs that primarily focus on helping participants obtain a training certificate or related degree in a targeted occupation as identified by Workforce Solutions Alamo (WSA) as a high priority occupation that pays an entry rate equal to the current “living wage”. Wrap-around and case management services should also be provided. The current WSA list of targeted occupations can be found at the following website:<http://www.workforcesolutionsalamo.org/services-2/jobseekers/targeted-demand-occupations>
- **Adult Education/Short Term Services** – Programs that focus on long and short term job training and certificate programs to include basic life and work skills, GED, workplace competency training, interviewing skills, resume writing, successful work habits, and job search assistance.

The City of San Antonio Economic Development Department may require an agency with a contract under the Workforce Development scope of service to partner with Workforce Solutions Alamo (WSA) and/or SA Works prior to the end of the first year of the contract. The partnership may include, but not be limited to, co-enrollment of participants who also qualify with WSA, data-sharing on participants, responsiveness to SA Works priorities, and/or referrals between programs.

New Agency Fund

Funding will be set aside to support grants for new agencies. Organizations that have not received awards through the Consolidated Funding Process in the past are eligible for small awards to support programs, agency operations or capacity building for FY 2017 and renewal for FY 2018 pending City Council approval. Funding amounts will be based on quality of proposal submittal and alignment with City goals for the community. The City may consider a waiver of certain RFP requirements for new agencies with appropriate justification.

005 - ADDITIONAL REQUIREMENTS

Intellectual Property.

If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees that may be necessary in Respondent’s performance of services. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney’s fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project performed by Respondent. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process or product utilized in the performance of services under an awarded Contract is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware used by Respondent infringe upon any United States patent or copyright, Respondent will immediately:

Either:

Obtain at Respondent’s sole expense, the necessary license(s) or rights that would allow the City to continue benefiting from the use, or continue using, as the case may be, the programs, hardware, or both the programs and hardware, as the case may be, or,

alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Respondent further agrees to:

assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under a contract awarded pursuant to this RFP.

assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,

the software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,

the liability claimed shall not have arisen out of the City's negligent act or omission.

Ownership and Licenses.

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Respondent pursuant to a contract awarded to Respondent as a result of this RFP shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government 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 and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by any contract awarded pursuant to this RFP, will belong to and be the property of City. Respondent, if awarded a contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded a contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a court of competent jurisdiction.

In accordance herewith, Respondent, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

Audits and IRS 990 Reports

Only **NEW** Applicants (agencies who are not currently funded) will need to submit past performance and audit reports for the last two (2) years and their most recent agency Independent Audited Financial Statements. **All Respondents must submit an IRS 990 as attachments to the proposal.**

Additionally, starting in FY 2018, City Council may implement a cap that limits the number of years that an agency or program would be funded or a reduction in available funding based on City Council established priorities or guidance. These restrictions may be addressed in the City contract, if awarded.

As a party to a contract with the City, Respondent 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.

The City of San Antonio is currently developing the SA Tomorrow Comprehensive Plan, which is the updated City policy document that will guide the future investments of the City as we plan for the projected 1.1 million new residents by the year 2040. As such, the City of San Antonio values responses to RFP submittals to thoughtfully consider the spirit of SA Tomorrow and to provide a response in narrative demonstrating how the request supports the draft Goals & Policies. To review the draft Goals and Policies and to become involved in the SA Tomorrow process, please visit: http://www.sacomplan.com/files/managed/Document/381/SA_DRAFT-Issues_Goals_Policies_boards_final.pdf. There will also be information provided on SA Tomorrow at the RFP application workshops. The location and times of the workshops are: **Wednesday, April 13, 2016 at 9:00 a.m.-11:00 a.m. and 2:00 p.m. - 4:00 p.m. AND Friday, April 15, 2016 at 9:00 a.m.-11:00 a.m. and 2:00 p.m. - 4:00 p.m. at the Pre-K 4 SA Education Center at 1235 Enrique M. Barrera Memorial Parkway.**

006 - TERM OF CONTRACT

Contracts will be awarded for a one-year period, with most contracts beginning October 1, 2016 through September 30, 2017. However, some contracts could begin earlier with approval by City Council. The City shall have the option to renew the contracts for an additional one-year period contingent upon funding availability, satisfactory performance, compliance with all contractual obligations, and City Council approval.

In addition, the City reserves the right to expand services through amended contracts or fund proposals submitted through this RFP if additional local, state, and federal funds become available throughout Fiscal Years 2017 through 2018 (October 1, 2016 through September 30, 2018). The City shall have the option to make additional awards so long as the services were procured through this RFP. Additional funding consideration is subject to availability and approval by the City Council.

Funds requested should be based on the cost to provide services for a one-year period (12 months). The City reserves the right to award funding in an amount determined by the City. Applicants awarded funding in an amount less than requested will have the opportunity to revise their performance projections and budget during the contract negotiation process.

007 - PRE-SUBMITTAL CONFERENCE

Two (2) Pre-Submittal Conferences will be held at the Little Carver Cultural Center (behind the Carver Community Cultural Center), 226 N. Hackberry St. San Antonio, Texas 78202; **Monday, April 11, 2016 at 9:00 a.m. - 11:00 a.m. and at 1:00 p.m. - 3:00 p.m.** Local Time. Respondents are encouraged to prepare and submit their questions in writing 3 (three) calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. The Carver Center at 226 Hackberry, San Antonio, Texas is wheelchair accessible. The accessible entrance is located at 226 N. Hackberry. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee, or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

008 - PROPOSAL REQUIREMENTS

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

Respondents must submit hard copies of the proposal. Submit **one** original (complete proposal), signed in ink to include RFP Attachments A, B and C for each Program Service Category. Submit **six (6)** hard copies of the **"RFP Attachments A, B & C"** for each program being applied for. Submit **one (1)** copy of the complete proposal on compact disk (CD) or USB flash drive containing an Adobe PDF version of the entire proposal. Each of the items listed below must be labeled with the heading indicated below as a separate file on the CD or USB flash drive.

You must label your tabs with the headings indicated below in your submission for originals as well as copies:

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PROGRAM SERVICE CATEGORY. Use the Form found in this RFP as Attachment A, Part One.

EXECUTIVE SUMMARY. Using the Executive Summary Template, include the mission statement, statement of the work or program summary, program goals, and how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions. Use the Form found in this RFP as Attachment A, Part Two.

EXPERIENCE, BACKGROUND & QUALIFICATIONS. Use the Form found in this RFP as Attachment A, Part Three.

PROPOSED PLAN. Use the Form found in this RFP as Attachment A, Part Four.

DELEGATE AGENCY SCORECARD. Use the Form found in this RFP as Attachment B.

FUNDING BUDGET. Respondent shall submit a Funding Budget using the Funding Budget Forms that are found in this RFP as Attachment C. A budget narrative will be submitted along with the Funding Budget explaining detail budget line items.

GENERAL INFORMATION FORM & REFERENCES. Use the Form found in this RFP as Attachment D.

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

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

Instructions for completing the Contracts Disclosure form:

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

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

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

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE TRACKING FORM – Complete, sign and submit VOSBPP Tracking form found in the RFP as Attachment G.

CERTIFICATE OF INTERESTED PARTIES (Form 1295). Complete, sign, have notarized, and submit Form 1295, found in this RFP as Attachment H.

PERFORMANCE/AUDIT REPORTS, INDEPENDENT AUDITED FINANCIAL STATEMENTS, & IRS 990. Only **NEW** Applicants (agencies who are not currently funded) will need to submit past performance and audit reports for the last two (2) years and their most recent agency Independent Audited Financial Statement. **All Respondents must submit an IRS 990 as attachments to the proposal.**

SIGNATURE PAGE. Respondent must complete, sign and submit the Signature Page found in this RFP as Attachment I. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate Respondent or partner of partnership Respondent shall be accompanied by evidence of authority.

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFP as Attachment J.

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

009 – CHANGES TO RFP

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

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

010 - SUBMISSION OF PROPOSAL

Submission of Hard Copy Proposals.

Respondents must submit hard copies of the proposal. Submit **one** original (complete proposal), signed in ink proposal to include the RFP Attachments A, B and C for each Program Service Category. Submit **six (6)** hard copies of the **"RFP Attachments A, B & C" for each program** being applied for. Submit **one (1)** copy of the complete proposal on compact disk (CD) OR USB flash drive containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, **"FY 2017 - FY 2018 HUMAN AND WORKFORCE DEVELOPMENT SERVICES CONSOLIDATED FUNDING"** on the front of the package.

Note: The CD's and/or USB flash drive must be submitted in ADOBE PDF format and must be an exact copy of the original proposal and in exact sequence and tabbed as required in Section 008 Proposal Requirements. Copies of Respondent's Original proposal must be in electronic file, not multiple files. Each CD and/or flash drive must be contained in a CD/flash drive case or CD/flash drive slips/package and labeled with the Respondent's Name and Address, with the Respondent's Original proposal in a sealed package. Respondents are responsible for ensuring that CD copies are properly formatted, complete, and accessible. Failure to provide CD and/or flash drive copies that are properly formatted, complete, and accessible may result in the Respondent's proposal being deemed Non-Responsive and therefore disqualified from consideration.

Proposals must be received in the Office of the City Clerk no later than **11:00 a.m., Local Time, on Monday, May 2, 2016** at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the City Clerk's Office by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

Office of the City Clerk

Attn: RFP for FY 2017 & FY 2018 HUMAN AND WORKFORCE DEVELOPMENT SERVICES CONSOLIDATED FUNDING

P.O. Box 839966

San Antonio, Texas 78283-3966

Physical Address:

Office of the City Clerk

Attn: RFP for FY 2017 & FY 2018 HUMAN AND WORKFORCE DEVELOPMENT SERVICES CONSOLIDATED FUNDING

100 Military Plaza

2nd Floor, City Hall San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

Proposal Format.

Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white papers. When submitting the hard copies, place proposals inside a 3 ring binder or other securely bound fashion. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed two sided. Margins shall be no less than 1" around the perimeter of

each page. Websites or URLs shall not be submitted in lieu of the printed proposal. Each proposal must include the sections and attachments in the sequence listed in the RFP Section 008, Proposal Requirements, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

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

Correct Legal Name.

Respondents who submit proposals to this RFP shall correctly state the true and correct legal name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFP as Attachment A.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of Human Services shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

Firm Offer. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for a hundred and eighty (180) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

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

Cost of Proposal. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

011 - RESTRICTIONS ON COMMUNICATION

Implementation of a No-Contact Period has been approved by City Council. A Respondent who seeks or applies for a contract pursuant to the FY17 and FY18 Human and Workforce Development Services Consolidated Funding Process Request for Proposal (RFP) is prohibited from contacting City officials, as defined in [Section 2-62](#) of the Ethics Code, and employees, as defined in [Section 2-42](#) of the Ethics Code, regarding such a contract during the No-Contact Period defined below. If contact is required with City officials and employees, such contact will be made in accordance with procedures incorporated into this RFP (e.g., with the authorized person(s) set forth in the RFP). Violation of the No-Contact Period provisions may lead to disqualification of a Respondent's offer from consideration. Nothing in this section prohibits communication regarding the solicitation between or among City officials or City employees acting in their official capacity. *(Note: The period set for below is modified from what is currently set forth in Section 2-61 of the Ethics Code, [Prohibited Contacts During Contract Solicitation Period](#). The consequences are consistent with what is currently set forth in Section 2-61 of the Ethics Code, [Prohibited Contacts During Contract Solicitation Period](#).)*

For purposes of the referenced No-Contact Period:

- **"No-Contact Period"** means the period beginning July 1, 2016 and concluding when the award of contracts for FY17 (i.e., when final adoption of the City's FY17 Operating Budget) is posted as a City Council agenda item.
- **"Respondent"** means a person responding to the RFP, and includes:

- 1) an owner, board member, officer, employee, contractor, subsidiary, joint enterprise, partnership, agent, lobbyist, or other person acting on behalf of a Respondent;
 - 2) a person or representative of a person that is involved in a joint venture with the Respondent, or a subcontractor in connection with the Respondent's response; and
 - 3) a Respondent who has withdrawn a response or who has had a response rejected or disqualified by the City.
- **“Contact”** includes, but is not limited to, a communication that is intended to, or that is reasonably likely to:
 - provide information about the response, including the RFP Procedures and Process;
 - advance the interests of the Respondent;
 - discredit the response of any other Respondent;
 - encourage the City to withdraw the RFP;
 - encourage the City to reject all of the responses; or
 - directly or indirectly ask or influence any City official, City employee, or body to favor or oppose, recommend or not recommend, or take action or refrain from taking action on any vote, decision, or agenda item regarding the RFP.

*****Notice of the No-Contact Period (or non-communication period) shall be posted on the Human Services and Economic Development Departments' web pages.*****

Restrictions in communication extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondent. Violation of the No-Contact Period provisions may lead to disqualification of a Respondent's offer from consideration.

Exceptions to the Restrictions on Communication with City employees include:

- 1) if made at a meeting convened by the Staff Contact Person listed below, including the Pre-Submittal Conference, or other meetings to evaluate responses or negotiate a contract;
- 2) if required by established procedures for vendors to request a debriefing (review of the solicitation process);
- 3) if made to the Economic Development Department Small Business Office in response to questions or to achieve compliance with the City's SBEDA program;
- 4) if made to Risk Management staff about insurance requirements;
- 5) if part of doing business (contract monitoring, provision of services, participation in City initiatives)
- 6) if made by and between the Respondent's attorney, or the Respondent if it is not represented by an attorney, and an attorney in the City Attorney's Office; or
if made in public at public meetings or hearings specifically designated by City staff for the purpose of hearing statements or comments related to the RFP (The City will hold two budget hearings for applicants to address City Council regarding their proposals on dates to be determined. Respondents will be notified of the dates of the two budget hearings through letter notification and through the Department of Human Service and Economic Development Departments web pages.

Additionally, Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **4:30 p.m., Local Time, on Monday, April 18, 2016**. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail.

Jackie Mendez, Procurement Specialist III
City of San Antonio, Finance Department - Purchasing Division
Jackie.Mendez@sanantonio.gov

Questions submitted and the City's responses will be posted with this solicitation on the City website.

Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

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

City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations, initiated by City staff persons, shall not be considered a violation by Respondent of this section.

012 - EVALUATION OF CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated will include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council.

Evaluation Criteria:

A. Experience Background, & Qualifications (20 Points)

Criteria	Scoring Items	Detail Scoring
Organization General	The applicant describes how the intended mission and goals intended are inclusive of proposed services; history of providing effective services; sufficient and qualified staff; sufficient number of board members; ADA compliant and accessible or acceptable accommodations.	0-5
Organization Financial Management	The applicant details the appropriate type of financial statement assurance; acceptable financial procedures including board oversight; accurate budgets and realistically report and project agency revenues and expenditures; acceptable level of other sources of funding; management and fundraising expenses are within reason; sufficient but not excessive funds in reserve	0-5
Experience	The applicant describes in detail experience in providing services; years in service; staffing resources to provide quality services.	0-10

B. Proposed Plan (50 Points)

Clarity and Accuracy of Proposal	The information submitted is clear and accurate	0-5
Statement of Issue Being Addressed	The need is identified and documented using reliable and valid data; affected population identified and described; demographics; geography and area served in the City. The population served and the reasons why they will be served are clearly outlined; detailed information about the trends and issues affecting population are provided.	0-5
Alignment with RFP Scope of Work and City Priorities	Describes how program service aligns with programs and services requested in the RFP Scope of work and is clearly stated. If the program service is provided by other organizations/agencies, the applicant explains the reason why the proposed program service is not duplicative and how it is unique.	0-5
Description of Program Services	A detailed overview of program service is provided including description of the specific activities used in providing the program service; how it addresses the identified problem/need; best practices and or evidence based strategies are utilized; describe services your program provides that is unique or different and other organizations do not provide in the area; and how it is integrated with City priorities and initiatives.	0-15
Sustainability Plan	The applicant describes the program's sustainability plan to ensure the program can continue after the grant period if funding is reduced or eliminated.	0-10
Performance Measurement	Relevant, meaningful, realistic and replicable performance measures are provided; desired outcome results are being achieved; demonstrated alignment with City's vision, including the SA Tomorrow Plan. Program level of services and outcomes are described; number of unduplicated clients served; cost per individual served; and impact on the client.	0-10

C. Funding Budget (30 Points)

Funding Justification	The reason why the issue should be addressed with City funding is clearly stated; level of funding requested is clearly justified; if an increase in funding is requested, clear justification for the increase is provided. Program budget narrative is included that provides detailed explanation of line item budgets.	0-15
Program Budget*	The budget is accurate, complete, and reasonable; expenses and revenues are in line and consistent across years. Budget is connected to results and pricing is reasonable and in line with services and other programs. *Up to 5 points will be assigned based on level of program cash match.	0-15

013 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

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

The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.

City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.

City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFP and the resulting contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

This RFP does not commit City to enter into a contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.

The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.

Conflicts of Interest. Respondent acknowledges that it is informed that 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.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City’s Ethics Code. (Discretionary Contracts Disclosure – form may be found online at <https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.)

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for

their respective acts or omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

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

014 - SCHEDULE OF EVENTS

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

RFP Release Date	Friday, April 1, 2016
Pre-Submittal Conference	Monday, April 11, 2016 at 9:00 a.m. - 11:00 a.m. AND 1:00 p.m. – 3:00 p.m.
RFP Workshops	Wednesday, April 13, 2016 AND Friday, April 15, 2016 at 9:00 a.m. – 11:00 a.m. and 2:00 p.m. – 4:00 p.m. both days
Final Questions Accepted	Monday, April 18, 2016 at 4:30 p.m.
Proposal Due	Monday, May 2, 2016 at 11:00 a.m.

015 - RFP EXHIBITS

RFP EXHIBIT I

INSURANCE REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the insurance requirements set forth below, which shall be incorporated into Respondent's contract with the City (excerpt of contract language):

INSURANCE

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

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this contract 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 contract. In no instance will City allow modification whereby City may incur increased risk.

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

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
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. Sexual Abuse/ Molestation**	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
** Required for projects involving services to children	

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

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

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

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

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

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

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

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

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

RFP EXHIBIT II

INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below, which shall be incorporated into Respondent's contract with the City (except of contract language):

INDEMNIFICATION

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

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

Defense Counsel - The CITY shall have the right to select or to approve defense counsel to be retained by CONTRACTOR in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. CONTRACTOR shall retain CITY approved defense counsel within seven (7) business days of the CITY'S written notice that the CITY is invoking its right to indemnification under this CONTRACT. If CONTRACTOR fails to retain Counsel within such time period, the CITY shall have the right to retain defense counsel on its own behalf, and CONTRACTOR shall be liable for all costs incurred by the CITY. The CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any subcontractor under worker's compensation or other employee benefit acts.

RFP EXHIBIT III

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 Preference Program Tracking Form attached to this solicitation.

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

RFP EXHIBIT IV

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

Effective January 1, 2016, the City of San Antonio must comply with Texas Government Code, Chapter 2252, Subchapter Z, Section 2252.908 (the Code). The Code states that the City cannot enter into a contract with a business entity unless the contractor has submitted a Certificate of Interested Parties (Form 1295) to the Texas Ethics Commission (TEC). The requirement applies to **ALL** contracts that:

- cost over \$50,000
- and require City Council approval, and
- to any contract renewals, extensions, or amendments that must be approved by City Council.

Form 1295 must be completed on-line by the business entity. For more information on the program, refer to the CERTIFICATE OF INTERESTED PARTIES (Form 1295) as an attachment to this solicitation.

After completing the form online, the business entity will print the form, sign it in front of a notary, and submit the paper form to the City with your proposal.

RFP EXHIBIT V

STATE OF TEXAS *

COUNTY OF BEXAR *

CITY OF SAN ANTONIO *

DELEGATE AGENCY CONTRACT WITH [Insert Contractor name]

This Contract is entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal Corporation, acting by and through its Director of the Department of _____ pursuant to Ordinance No. _____, dated _____, and the _____, (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the _____ is designated as the managing City department (hereinafter referred to as "Managing City Department") for the City; and

WHEREAS, the City has provided certain funds from the City of San Antonio General or Grant Fund Operating Budget (hereinafter referred to as "General Fund" or "Grant Fund," as applicable) for _____ services; and

WHEREAS, the City has adopted a budget for the expenditure of such funds, and included therein is an allocation of \$ _____ for a project entitled " _____ " (hereinafter referred to as the "Project"); and

WHEREAS, the City wishes to engage the Contractor to carry out the Project; NOW THEREFORE:

The parties hereto agree as follows:

I. SCOPE OF WORK

1.1 The Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the Scope of Work and SA2020 Scorecard attached hereto and incorporated herein for all purposes as Attachment I.

II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin on October 1, 2016 and shall terminate on September 30, 2017.

III. CONSIDERATION

3.1 In consideration, the City will reimburse Contractor for costs incurred in accordance with the budget approved by City Council of San Antonio in the above referenced Ordinance, and all subsequently authorized amendments to that budget. Said budget is attached hereto and incorporated herein for all purposes as Attachment II. It is specifically agreed that reimbursement hereunder shall not exceed the total amount of \$ _____.

3.2 The funding level of this Contract is based on an allocation from the following funding sources:

[SELECT THOSE THAT ARE APPLICABLE, AND DELETE ALL OTHERS]

- _____ General Fund
_____ Community Development Block Grant (CDBG) CFDA # _____
_____ Community Service Block Grant (CSBG) CFDA # _____
_____ Emergency Solutions Grant (ESG) CFDA # 14.231
_____ Housing Opportunities for Persons with Aids (HOPWA) CFDA # 14.241
_____ Federal Child Care Matching Funds
_____ (Other funding sources)

Consequently, Contractor agrees to comply with the **Funding Guide**, attached hereto and incorporated herein for all purposes as Attachment III.

- 3.3 [If grant funded, confirm that grant's matching requirements are met through the following paragraph, or modify as necessary] Contractor understands and agrees that the funds provided to Contractor from the City's Consolidated Human Development Funding Services Pool shall represent a limited percentage of Contractor's total agency revenues and expenses for the contract term, which percentage is established by City Council and is subject to change. The percentage of the total agency revenues and expenses derived from sources other than City funds is sometimes referred to as the agency's "match" requirement. Contractor's total agency revenues and expenses derived from non-City sources and from the City is Contractor's Total Budget. Contractor shall comply with any matching fund requirements set by City Council that apply to Contractor's contract, regardless of when such requirements are passed. If Contractor receives an aggregate amount of \$1,000,000.00 or more in City funds from all City funded contracts, then Contractor shall obtain thirty-five percent (35%) of its Total Budget from non-City sources (i.e., no more than sixty-five percent (65%) of its Total Budget is derived from the City). If Contractor receives less than an aggregate amount of \$1,000,000.00 in City funds from all City funded contracts, then Contractor shall obtain fifty percent (50%) of its Total Budget from non-City sources (i.e., no more than fifty percent (50%) of its Total Budget is derived from the City). City shall require sufficient evidence that such funding is in place with Contractor's annual program budget prior to contract execution. Contractor understands that City shall have no obligation to provide any funds hereunder until Contractor demonstrates having secured the percentage of matching funds required of Contractor. Contractor understands and acknowledges that Pell grants and other awards received by individuals shall not count toward its matching fund requirements. Additionally, Contractor understands and acknowledges that in-kind contributions shall not count toward its matching fund requirements. Contractor shall provide acceptable evidence, as determined solely by the City, that Contractor has expended a funding amount from non-City funds equal to or greater than the applicable matching funds percentage requirement. City reserves the right to make a request at the end of each quarter throughout the Contract term for evidence that Contractor has expended or is on course to expend the applicable percentage of funds constituting its match prior to the end of the Contract term. If Contractor does not provide City with acceptable evidence that funds have been expended as required herein, Contractor understands and agrees that City may reduce or recapture pursuant to 4.1 the amount of City funds provided to Contractor in order to comply with the required expenditure ratio of non-City funds to the Total Budget, without first obtaining the approval of City Council.
- 3.4 It is expressly understood and agreed by the City and Contractor that the City's obligations under this Contract are contingent upon the actual receipt of adequate General or Grant Fund revenue, as applicable, to meet City's liabilities hereunder. Should City not receive sufficient funds to make payments pursuant to this Contract or should awarded Grant Funds be reduced, City shall notify Contractor in writing within a reasonable time after such fact has been determined and may, at its option, either terminate this Contract or reduce the Scope of Work and Consideration accordingly.

IV. PAYMENT

- 4.1 Contractor agrees that this is a cost reimbursement contract and that the City's liability hereunder is limited to making reimbursements for allowable costs incurred as a direct result of City-funded services provided by the Contractor in accordance with the terms of this Contract. Allowable costs are defined as those costs which are necessary, reasonable and allowable under applicable federal, state, and local law, including but not limited to those laws referenced in Section XII hereof, for the proper administration and performance of the services to be provided under an agreement. All requested reimbursed costs must be consistent with the terms and provisions of the approved budgeted line items described in Attachment II of this Contract, unless (a) a subsequent budget revision has been approved and signed by the Director of the Managing City Department or designee in cases where the total Contract Budget remains the same, or (b) a Contract amendment has been approved and signed by the Director of the Managing City Department pursuant to Section 24.1 of this Contract in cases where there is an increase or decrease to the total Contract Budget. Approved budget revisions and Contract amendments modify the Budget attached hereto, and in such cases Contractor's requested reimbursed costs must be consistent with the last revised, approved budget. Approved budget revisions and Contract amendments supersede prior conflicting or inconsistent agreements with regard to the referenced Project Budget, and all references in the Contract to the budget shall mean the budget as revised through approved budget revisions or Contract amendments. In no event shall the City be liable for any cost of Contractor not eligible for reimbursement as defined within the Contract. Contractor shall remit to City within ten (10) business days after the City makes the request for remittance any funded amounts which were paid pursuant to this Article IV and used to cover disallowed costs. Any such amounts not remitted within ten (10) business days may, at City's option, be subject to offset against future funding obligations by City. For purposes of this Contract, the term, "business day"

shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council for City of San Antonio employees.

- 4.2 If specific circumstances require an advance payment on this Contract, Contractor must submit to the Director of the Managing City Department a written request for such advance payment, including the specific reason for such request in the form prescribed by the City. Contractor agrees that the City shall not be obligated to pay for any advances requested. In those instances in which advance payments are authorized, the Director of the Managing City Department may, in the Director's sole discretion, approve an advance payment on this Contract. It is understood and agreed by the parties hereto that (a) each request requires submission to the Director of the Managing City Department no less than ten (10) business days prior to the actual ostensible cash need; (b) each request will be considered by the Director of the Managing City Department on a case-by-case basis, and (c) the decision by the Director of the Managing City Department whether or not to approve an advance payment is final. In those instances in which advance payments are authorized:
- (A) Contractor's payments to its vendors using funds advanced by the City shall be remitted to the vendors in a prompt and timely manner, defined as not later than ten (10) calendar days after the Contractor is notified that an advance payment check is available from the City, so long as services have been performed by the subject vendor.
 - (B) The Contractor must deposit City funds in an account in a bank insured with the Federal Deposit Insurance Corporation (FDIC). In those situations where Contractor's total deposits in said bank, including all City funds deposited with said bank, exceed the FDIC insurance limit, the Contractor must arrange with said bank to automatically have the excess collaterally secured. A written copy of the collateral agreement must be obtained by Contractor from the Contractor's banking institution, maintained on file and be available for City monitoring reviews and audits. Advanced funds that cause the Contractor's account balance to exceed the FDIC limit shall be deposited in a manner consistent with the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) as amended. Contractor shall maintain the FDIC insured bank account in which City funds are deposited and its recordkeeping in a manner that will allow City to track expenditures made pursuant to this and all other City contracts.
 - (C) The City may, in its sole discretion, either deduct from monthly reimbursements amounts necessary to offset the amount advanced based upon the number of months remaining in the Contract term, or from a single subsequent monthly reimbursement the full amount previously advanced to Contractor. The City may consider factors such as projected allowable costs and other indicators such as Contractor's financial stability. Contractor shall maintain a financial management system to account for periodic, or a lump sum, deduction from reimbursements.
- 4.3 Contractor shall submit to City no later than the fifteenth (15th) of every month a monthly Request for Payment in the form prescribed by City, which details the specific costs (by category and by program account number) Contractor expended in the previous month for the services delivered as described in Article I herein, including supporting documentation of such costs as may be required by the Director of the Managing City Department. The Request for Payment shall also specify the Program Income (as defined herein) received or projected during the same time period. The Director of the Managing City Department may require the Contractor's submission of original or certified copies of invoices, cancelled checks, Contractor's general ledger and/or receipts to verify invoiced expenses.
- 4.4 City shall make reimbursement payments of eligible expenses to the Contractor of any undisputed amounts as determined by the Director of the Managing City Department in accordance with established procedures, so long as City receives a properly completed and documented Request for Payment. City shall make payment to Contractor within 30 calendar days of receiving a valid and approved Request for Payment.
- 4.5 The Contractor shall submit to City all final requests for payment no later than 45 days from the expiration or early termination date of this Contract, unless Contractor receives written authorization from the Director of the Managing City Department prior to such 45 day period allowing Contractor to submit a request for payment after such 45 day period.
- 4.6 Contractor agrees that the City shall not be obligated to any third parties of Contractor (including any subcontractors or third party beneficiaries of Contractor) under this Contract.

- 4.7 Contractor agrees that administrative overhead costs may not exceed twenty percent (20%) of the funding provided pursuant to this Contract. Contractor shall submit detailed administrative costs by line item with its annual program budget prior to Contract execution by the deadline established by the City.
- 4.8 Contractor shall maintain a financial management system, and acceptable accounting records that provide for:
- (A) accurate, current, and complete disclosure of financial support from each federal, state and locally sponsored project and program in accordance with the reporting requirements set forth in Article VIII of this Contract. If accrual basis reports are required, the Contractor shall develop accrual data for its reports based on an analysis of the documentation available;
 - (B) identification of the source and application of funds for City-sponsored activities. Such records shall contain information pertaining to City awards, authorizations, obligations, un-obligated balances, assets, equity, outlays, and income;
 - (C) effective control over and accountability for all funds, property, and other assets. The Contractor shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes. Contractor shall maintain an accounting system that can separate funds by funding source and project;
 - (D) comparison of actual outlays with budget amounts for each award. Whenever appropriate or required by the City, financial information should be related to performance and unit cost data;
 - (E) procedures to minimize the time elapsing between the transfer of funds from the City and the disbursement of said funds by the Contractor;
 - (F) procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, including but not limited to the cost principles referenced in Section XII hereof, and the terms of the award, grant, or contract, with the City;
 - (G) supporting source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City); and
 - (H) an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account to which they were charged.
- 4.9 Contractor agrees that Contractor costs or earnings claimed under this Contract may not be claimed under another contract or grant from another agency, organization, business entity or governmental entity.
- 4.10 Contractor shall establish and utilize a cost allocation methodology and plan which ensures that the City is paying only its fair share of the costs for services, overhead, and staffing not solely devoted to the Project funded by this Contract. The Cost Allocation Plan and supportive documentation shall be included with Contractor's annual program budget prior to Contract execution by the deadline established by the City. The Cost Allocation Plan is a plan that identifies and distributes the cost of services provided by staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category or to the program.
- 4.11 Upon expiration or early termination of this Contract, or at any time during the term of this Contract, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Project, must immediately, upon receipt, be returned by Contractor to the City. Upon expiration or early termination of this Contract, all advance payments exceeding allowable costs incurred during the Contract term or for which Contractor fails to deliver services as consideration and as specified under the Contract shall be returned within twenty (20) calendar days of written notification to Contractor of the need for reimbursement.
- 4.12 Upon execution of this Contract or at any time during the term of this Contract, the City's Director of Finance, the City Auditor, or a person designated by the Director of the Managing City Department may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.

- 4.13 Contractor agrees that prior to the payment of any funds under this Contract, and throughout the term of this Contract, Contractor shall maintain financial stability and operate in a fiscally responsible and prudent manner. Contractor agrees that the City may immediately terminate this Contract if the City finds, as solely determined by the City, that Contractor is in such unsatisfactory financial condition as to endanger performance under this Contract. The City may consider evidence such as the apparent inability of Contractor to meet its financial obligations and items that reflect detrimentally on the credit worthiness of Contractor. Relevant factors include, but are not limited to, pending litigation, liens and encumbrances on the assets of Contractor, the appointment of a trustee, receiver or liquidator for all or a substantial part of Contractor's property, or institution of bankruptcy, reorganization, rearrangement of or liquidation proceedings by or against Contractor. Contractor shall provide any records requested by City that City deems necessary to make such a determination.

V. PROGRAM INCOME

- 5.1 For purposes of this Contract, "program income" shall mean earnings of Contractor realized from activities resulting from this Contract or from Contractor's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income; usage or rental/lease fees; income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of Contractor provided as a result of this Contract, and payments from clients or third parties for services rendered by Contractor pursuant to this Contract. At the sole option of the Director of the Managing City Department, Contractor will either (a) be required to return program income funds to City through the Managing City Department, or (b) upon prior written approval by the Director of the Managing City Department, Contractor may be permitted to retain such funds to be:
- (A) added to the Project and used to further eligible Project objectives, in which case proposed expenditures must first be approved by the City; or
 - (B) deducted from the total Project cost for the purpose of determining the net cost reimbursed by the City.
- 5.2 In any case where Contractor is required to return program income to the Managing City Department, Contractor must return such program income to City within the timeframe that may be specified by the Director of the Managing City Department. If the Director of the Managing City Department grants Contractor authority to retain program income, Contractor must submit all reports required by the Managing City Department within the timeframe specified in the Contract.
- 5.3 Contractor shall provide the Managing City Department with thirty (30) days written notice prior to the activity that generates program income. Such notice shall detail the type of activity, time, and place of all activities that generate program income.
- 5.4 The Contractor shall fully disclose and be accountable to the City for all program income. Contractor must submit a statement of expenditures and revenues to the Managing City Department within thirty (30) days of the activity that generates program income. The statement is subject to audit verification by Managing City Department. Failure by Contractor to report program income as required is grounds for suspension, cancellation, or termination of this Contract.
- 5.5 Contractor is prohibited from charging fees or soliciting donations from participants in any City-funded project without the prior written approval of the Director of the Managing City Department.
- 5.6 Contractor shall include this Article V, in its entirety, in all of its subcontracts involving income-producing services or activities.

VI. ADMINISTRATION OF CONTRACT

- 6.1 The Contractor agrees to comply with all the terms and conditions that the City must comply with within its contract with the Grantor, if this Contract is Grant funded. If applicable, a copy of said Grant contract is attached hereto and incorporated herein for all purposes as Attachment V.
- 6.2 In the event that any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Contract or its governing rules, regulations, laws, codes or ordinances, the City Manager, as representative of the City, is the party ultimately responsible for all matters of compliance with City of San Antonio rules and regulations and the Grantor's rules or regulations, if Grant funded, and shall have the final authority to render or secure an interpretation.

- 6.3 Contractor shall not use funds awarded from this Contract as matching funds for any federal, state or local grant without the prior written approval of the Director of the Managing City Department.
- 6.4 The City shall have the authority during normal business hours to make physical inspections of the operating facility occupied by Contractor for the administration of this Contract and to require such physical safeguarding devices as locks, alarms, security/surveillance systems, safes, fire extinguishers, sprinkler systems, etc. to safeguard property and/or equipment authorized by this Contract.
- 6.5 The Contractor Board of Directors and Management shall adopt and approve an Employee Integrity Policy and shall establish and use internal project management procedures to preclude theft, embezzlement, improper inducement, obstruction of investigation or other criminal action, and to prevent fraud and program abuse. These procedures shall specify the consequences to Contractor's employees and vendors involved in such illegal activities to include but not be limited to termination and prosecution where necessary. Said procedures shall be provided to the Managing City Department upon request by the Managing City Department.
- 6.6 Contractor agrees to comply with the following check writing and handling procedures:
- (A) No blank checks are to be signed in advance.
- (B) No checks are to be made payable to cash or bearer with the exception of those for petty cash reimbursement, not to exceed a \$100.00 maximum per check. Contractor agrees that the aggregate amount of petty cash reimbursement shall not exceed \$200.00 per location for any given calendar month during the term of this Contract unless Contractor receives prior written approval from the Managing City Department to exceed such limit. Such requests for petty cash must be supported by the submission to the Managing City Department of an original receipt.
- (C) Checks issued by City to Contractor shall be deposited into the appropriate bank account immediately or by the next business day after Contractor's receipt of each such check, and shall never be cashed for purposes of receiving any of the face amount back.
- 6.7 City reserves the right to request Contractor to provide additional records for long distance calls, faxes, internet service and/or cell phone calls charged to the City.
- 6.8 The use or purchase of gift cards is not allowable and reimbursable under this Contract.

VII. AUDIT

- 7.1 If Contractor expends \$750,000.00 or more of City dollars, provided pursuant to this Contract or any other City contract, then during the term of this Contract, the Contractor shall have completed an independent audit and shall submit the required report within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of Contractor's fiscal year, expiration or early termination of this Contract, whichever is earlier. Contractor understands and agrees to furnish the Managing City Department a copy of the audit report, including a corrective action plan on all audit findings, a summary schedule of prior audit findings, management letter and/or conduct of audit letter within thirty (30) calendar days upon receipt of said report or upon submission of said corrective action plan to the auditor.

Contractor agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of the Contractor or its programs of any findings about accounting deficiencies, or violations of Contractor's financial operations, a copy of the notification, review, investigation, and audit violations report must be forwarded to the Managing City Department within a period of ten (10) calendar days upon the Contractor's receipt of the report.

- 7.2 Contractor agrees that if Contractor receives or expends more than \$750,000.00 in federal funds from the City, the audit shall be made in accordance with the Single Audit Act Amendments of 1996, the State of Texas Single Audit Circular, and U.S. Office of Management and Budget Circular (Uniform Guidance) and Contractor shall also be required to submit copies of their annual independent audit report, and all related reports issued by the independent certified public accountant within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the Federal cognizant or oversight agency for audit to the Federal Audit Clearinghouse in Jeffersonville, Indiana. Contractor may submit reports through the following website:

<http://harvester.census.gov/sac/> and may also contact the Clearinghouse by telephone at (301) 763-1551 (voice) or 1-888-222-9907 (toll free) or 1-800-253-0696.

Upon completion of Form SF-SAC, Contractor may submit the completed report by mail to:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, Indiana 47132

Contractor agrees to reimburse the City or supplement any disallowed costs with eligible and allowable expenses based upon reconciled adjustments resulting from Contractor's Single Audit. Reimbursement shall be made within thirty (30) calendar days of written notification regarding the need for reimbursement.

- 7.3 If Contractor expends less than \$750,000.00 of City dollars during the term of this Contract, then the Contractor shall complete and submit an unaudited financial statement(s) within a period not to exceed nine (9) months immediately succeeding the end of Contractor's fiscal year, expiration or early termination of this Contract, whichever is earlier. Said financial statement shall include a balance sheet and income statement prepared by a bookkeeper and a cover letter signed by Contractor attesting to the correctness of said financial statement.
- 7.4 All financial statement(s) must include a schedule of receipts and disbursements by budgeted cost category for each project funded by or through the City.
- 7.5 The City reserves the right to conduct, or cause to be conducted an audit or review of all funds received under this Contract at any and all times deemed necessary by City. The City Internal Audit Staff, a Certified Public Accounting (CPA) firm, or other personnel as designated by the City, may perform such audit(s) or reviews. The City reserves the right to determine the scope of every audit. In accordance herewith, Contractor agrees to make available to City all accounting and Project records.

Contractor shall during normal business hours, and as often as deemed necessary by City and/or the applicable state or federal governing agency or any other auditing entity, make available and shall continue to make available the books, records, documents, reports, and evidence with respect to all matters covered by this Contract and shall continue to be so available for a minimum period of three (3) years or whatever period is determined necessary based on the Records Retention guidelines established by applicable law for this Contract. Said records shall be maintained for the required period beginning immediately after Contract expiration, save and except when there is litigation or if the audit report covering such Contract has not been accepted, then the Contractor shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by Contractor in accounting for expenses incurred under this Contract, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

The City may, in its sole and absolute discretion, require the Contractor to use any and all of the City's accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Contract, and the Contractor shall abide by such requirements.

- 7.6 When an audit or examination determines that the Contractor has expended funds or incurred costs which are questioned by the City and/or the applicable state or federal governing agency, the Contractor shall be notified and provided an opportunity to address the questioned expenditure or costs.

Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, the Contractor will promptly refund such amount to the City no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. At its sole option, the Managing City Department may instead deduct such claims from subsequent reimbursements; however, in the absence of prior notice by City of the exercise of such option, Contractor shall provide to City a full refund of such amount no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by cashier's check or money order. Should the City, at its sole discretion, deduct such claims from subsequent reimbursements, the Contractor is forbidden from reducing Project expenditures and Contractor must use its own funds to maintain the Project.

Contractor agrees and understands that all expenses associated with the collection of delinquent debts owed by Contractor shall be the sole responsibility of the Contractor and shall not be paid from any Project funds received by the Contractor under this Contract.

- 7.7 If the City determines, in its sole discretion, that Contractor is in violation of the above requirements, the City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have the Contractor pay for such audit from non-City resources.

VIII. RECORDS, REPORTING, AND COPYRIGHTS

- 8.1 The Managing City Department is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by the Managing City Department, the Contractor shall furnish to the Managing City Department and the Grantor of the grant funds, if applicable, such statements, records, data, all policies, procedures, and information and permit the City and Grantor of the grant funds, if applicable, to have interviews with its personnel, board members and Project participants pertaining to the matters covered by this Contract.

- 8.2 The Contractor shall submit to the Managing City Department such reports as may be required by the City, or as may be required by the Grantor, if Grant funded, including the Contract Monitoring Report, which template is attached hereto and incorporated herein as Attachment IV. At the start of the Contract term, a Contract Monitoring Report containing projected monthly performance measures for the entire Contract term shall be developed and approved by designated Contract monitoring staff. Contractor shall submit a completed Contract Monitoring Report no later than the 15th day of every month which shall reflect the actual services delivered and outcomes achieved against the projected performance measures for all months preceding the submission. The Contractor ensures that all information contained in all required reports submitted to City is accurate and support documentation shall be maintained.

- 8.3 Contractor agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, Project evaluation, Project designs, data, and other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Contract. **[The following sentence shall be inserted if applicable:** Additionally, if applicable, Contractor shall execute a HIPAA Business Associate Agreement in substantially the same form as shown in Attachment VI, which is intended to protect the privacy and provide for the security of Protected Health Information disclosed to each other pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.] Contractor shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, Contractor shall give the Director of the Managing City Department prior written notice that such disclosure is required with a full and complete description regarding such requirement. Contractor shall establish specific procedures designed to meet the obligations of this Article VIII, Section 8.3, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with Contractor's employees and subcontractors prior to any disclosure of the Confidential Information. This Article VIII, Section 8.3 shall not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Contract. Upon expiration or early termination of this Contract, Contractor shall return to City all copies of materials related to the Project, including the Confidential Information.

- 8.4 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is written, produced, collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information, has a right of access to it, or has spent or contributed public money for the purpose of its writing, production, collection, assembly or maintenance. Therefore, if Contractor receives inquiries regarding documents within its possession pursuant to this Contract, Contractor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to state or federal law, the Contractor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Contractor's receipt of such request.

8.5 In accordance with Texas law, Contractor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Contractor agrees that no such local government records produced by or on the behalf of Contractor pursuant to this Contract shall be the subject of any copyright or proprietary claim by Contractor.

Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Contract, shall belong to and be the property of City and shall be made available to the City at any time. Contractor further agrees to turn over to City all such records upon expiration or early termination of this Contract, if requested by the City. Contractor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Contract to any entity without the written permission of the Director of the Managing City Department, unless required to do so by a court of competent jurisdiction. The Managing City Department shall be notified of such request as set forth in Article VIII., section 8.3 of this Contract.

8.6 Ownership of Intellectual Property. Contractor and City agree that the Project shall be and remain the sole and exclusive proprietary property of City. The Project shall be deemed a "work for hire" within the meaning of the copyright laws of the United States, and ownership of the Project and all rights therein shall be solely vested in City. Contractor hereby grants, sells, assigns, and conveys to City all rights in and to the Project and the tangible and intangible property rights relating to or arising out of the Project, including, without limitation, any and all copyright, patent and trade secret rights. All intellectual property rights including, without limitation, patent, copyright, trade secret, trademark, brand names, color schemes, designs, screens, displays, user interfaces, data structures, organization, sequences of operation, trade dress, and other proprietary rights (the "Intellectual Property Rights") in the Project shall be solely vested in City. Contractor agrees to execute all documents reasonably requested by City to perfect and establish City's right to the Intellectual Property Rights. In the event City shall be unable, after reasonable effort, to secure Contractor's signature on any documents relating to Intellectual Property Rights in the Project, including without limitation, any letters patent, copyright, or other protection relating to the Project, for any reason whatsoever, Contractor hereby irrevocably designates and appoints City and its duly authorized officers and agents as Contractor's agent and attorney-in-fact, to act for and in Contractor's behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by Contractor. Provided, however, nothing herein contained is intended nor shall it be construed to require Contractor to transfer any ownership interest in Contractor's best practice and benchmarking information to the City.

8.7 Within a period not to exceed 90 days from the expiration or early termination date of the Contract, Contractor shall submit all final client and/or fiscal reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, the Contractor shall execute and deliver to City a receipt for all sums and a release of all claims against the Project.

8.8 Contractor shall provide to the Managing City Department all information requested by the Managing City Department relating to the Contractor's Board functions. Information required for submission shall include but may not be limited to:

- (A) Roster of current Board Members (name, title, address, telephone number, fax number and e-mail address);
- (B) Current Bylaws and Charter;
- (C) Terms of Officers;
- (D) Amendments to Bylaws;
- (E) Schedule of anticipated board meetings for current Fiscal Year;
- (F) Minutes of board meetings that are approved by the Contractor's board; and
- (G) Board Agenda, to be submitted at least three (3) business days prior to each Board meeting.

8.9 Contractor agrees to comply with official records retention schedules in accordance with the Local Government Records Act of 1989 and any amendments thereto, referenced in section 12.3 of this Contract.

IX. INSURANCE

9.1 Contractor agrees to comply with the following insurance provisions:

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

(B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Contract 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 Contract. In no instance will City allow modification whereby City may incur increased risk.

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

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

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

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

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

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City;
- Provide advance written notice directly to City of any suspension, or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

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

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

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

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

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

X. INDEMNITY

10.1 CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

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

The provisions of this INDEMNIFICATION 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.

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

XI. SMALL, MINORITY OR WOMAN OWNED BUSINESS ADVOCACY POLICY

THIS SECTION INTENTIONALLY LEFT BLANK

XII. APPLICABLE LAWS

12.1 The Contractor certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. Failure to comply with the above-referenced law and regulations could subject the Contractor to suspension of payments, termination of Contract, and debarment and suspension actions.

12.2 The Contractor understands that certain funds provided it pursuant to this Contract are funds which have been made available by the City's General Operating Budget and/or by federal, state, or other granting entities. Consequently, Contractor agrees to comply with all laws, rules, regulations, policies, and procedures applicable to the funds received by Contractor hereunder as directed by the City or as required in this Contract. In addition, Contractor agrees that:

(A) Contractor shall comply with the Office of Management and Budget (OMB) Circular at 2 C.F.R. 200 et al. entitled Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), as applicable to the funds received by Contractor

[insert next section if Contract is funded with federal grant money and if Contract is in excess of \$150,000]

(B) Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§1251-1387), as amended. Contractor agrees to report each violation to the City and understands that the City will, in turn, report each violation as required to the federal agency providing funds for this Contract and the appropriate EPA Regional Office. Additionally, Contractor agrees to include these requirements in each subcontract to this Contract exceeding \$150,000 financed in whole or in part with federal funds.

[insert next section if Contract is funded with federal grant money]

(C) Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. Contractor agrees to include within its subcontracts a requirement that its subcontractors comply with this provision.

[insert next section if Contract is funded with federal grant money]

(D) Contractor has tendered to the City a Certification of Restrictions on Lobbying in compliance with the Byrd Anti-lobbying Amendment (31 U.S.C. §1352), and any applicable implementing regulations, if Contractor applied for or bid for an award exceeding \$100,000.00 from the City.

12.3 All of the work performed under this Contract by Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City of San Antonio and County of Bexar. Additionally, Contractor shall comply with the following:

- Local Government Records Act of 1989 official record retention schedules found at <http://www.tsl.state.tx.us/slr/recordspubs/gr.html>
- Government Code Chapter 552 pertaining to Texas Public Information Act found at <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm>
- Texas Local Government Code Chapter 252 pertaining to purchasing and contracting authority of municipalities

- Texas Government Code Chapter 2254 pertaining to Professional and Consulting Services
- Texas Local Government Code can be found at <http://www.statutes.legis.state.tx.us/>

In addition to the applicable laws referenced above, Contractor must also adhere to compliance requirements that are applicable to the specific funding source(s) from which funds paid to Contractor hereunder originated. For example, CDBG Contractors are required to follow applicable CDBG regulations.

- 12.4 **[The following sentence shall be inserted as necessary]** As a party to this Contract, Contractor 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. Additionally, Contractor certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:
- (A) Title VII of the Civil Rights Act of 1964, as amended;
 - (B) Section 504 of the Rehabilitation Act of 1973, as amended;
 - (C) The Age Discrimination Act of 1975, as amended;
 - (D) Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections 1681-1688)
 - (E) Fair Labor Standards Act of 1938, as amended;
 - (F) Equal Pay Act of 1963, P.L. 88-38; and
 - (G) All applicable regulations implementing the above laws.
- 12.5 The Contractor warrants that any and all taxes that the Contractor may be obligated for, including but not limited to, federal, state, and local taxes, fees, special assessments, federal and state payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Contract. The Contractor shall comply with all applicable local, state, and federal laws including, but not limited to:
- (A) worker's compensation;
 - (B) unemployment insurance;
 - (C) timely deposits of payroll deductions;
 - (D) filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc;
 - (E) Occupational Safety and Health Act regulations; and
 - (F) Employee Retirement Income Security Act of 1974, P.L. 93-406.
- 12.6 Contractor agrees to comply with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq., and all regulations thereunder.
- 12.7 In compliance with Texas Government Code Section 2264.053, Restrictions on Use of Certain Public Subsidies, if Contractor receives a public subsidy and is found to be in violation of 8 U.S.C. 1324a(f), Contractor shall repay all funds received under this Contract with interest in the amount of three percent (3%). Such repayment shall be made within 120 days of Contractor receiving notice from the City of the violation. For the purposes of this section, a public subsidy is defined as a public program or public benefit or assistance of any type that is designed to stimulate the economic development of a corporation, industry or sector of the state's economy or to retain or create jobs in this state. This term includes grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers, land price subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates or tax abatements.
- 12.8 Contractor agrees to abide by any and all future amendments or additions to all laws, rules, regulations, policies and procedures pertinent to this Contract as they may be promulgated.
- 12.9 All expenditures by the Contractor or any of its subcontractors must be made in accordance with all applicable federal, state and local laws, rules and regulations. If using City of San Antonio General Funds, expenditures shall be made in accordance with all bidding requirements that City would be required to perform under Chapter 252 of the Texas Local Government Code.
- 12.10 Contractor shall submit to the Managing City Department on an annual basis form 990 or 990T thirty (30) days after Internal Revenue Service (IRS) deadlines for completion. If filing an extension, Contractor shall notify the City in writing of the extension and the anticipated date of filing with the IRS. Contractor shall submit the 990 or

990T to the Managing City Department no later than 30 days after the date of filing the form for which Contractor received an extension.

XIII. NO SOLICITATION/CONFLICT OF INTEREST

- 13.1 The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Contract upon a contract or understanding for a commission, percentage, brokerage, or contingent fee and further that no such understanding or agreement exists or has existed with any employee of the Contractor or the City. For breach or violation of this warrant, the City shall have the right to terminate this Contract without liability or, at its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as legally may be available.
- 13.2 Contractor covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.
- 13.3 Contractor further covenants that no member of its governing body or of its staff shall possess any interest in, or use their position for, a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.
- 13.4 No member of City's governing body or of its staff who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Contract shall:
- (A) Participate in any decision relating to this Contract which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect interest; or
 - (B) Have any direct or indirect interest in this Contract or the proceeds thereof.
- 13.5 Contractor acknowledges that it is informed that Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as City owned utilities. An officer or employee has "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: A City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, 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; a business entity in which any individual or entity above listed is subcontractor on a City contract, a partner or a parent or subsidiary business entity.
- 13.6 Contractor warrants and certifies, and this Contract is made in reliance thereon, that neither the Contractor nor his or her spouse, parent, child, sibling or first-degree relative is a City officer or employee as defined by Section 2-52 (e) of the City Ethics Code. (If Contractor is a business entity, the Contractor representative further warrants and certifies that no City officer or employee nor any spouse, parent, child sibling or first-degree relative of a City officer or employee 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). Contractor further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XIV. TERMINATION

- 14.1 Termination for Cause - Should the Contractor fail to fulfill, in a timely and proper manner, obligations under this Contract to include performance standards established by the City, or if the Contractor should violate any of the covenants, conditions, or stipulations of the Contract, the City shall thereupon have the right to terminate this Contract in whole or in part by sending written notice to the Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the tenth (10th) day following the day on which such notice is sent). The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance, of its obligations for which final payment is sought.

- 14.2 Termination for Convenience - This Contract may be terminated in whole or in part when the City determines that continuation of the Project would not produce desired results commensurate with the further expenditure of funds or if the City has insufficient revenue to satisfy the City's liabilities hereunder. Such termination by City shall specify the date thereof, which date shall not be sooner than the thirtieth (30th) day following the day on which notice is sent. The Contractor shall also have the right to terminate this Contract and specify the date thereof, which date shall not be sooner than the end of the thirtieth (30th) day following the day on which notice is sent. The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance of its obligations for which final payment is sought.
- 14.3 Notwithstanding any other remedy contained herein or provided by law, the City may delay, suspend, limit, or cancel funds, rights or privileges herein given the Contractor for failure to comply with the terms and provisions of this Contract. Specifically, at the sole option of the City, the Contractor may be placed on probation during which time the City may withhold reimbursements in cases where it determines that the Contractor is not in compliance with this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to the City.
- 14.4 Should the Contractor be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment may within City's sole and absolute discretion, be grounds for termination for cause.

XV. PROHIBITION OF POLITICAL ACTIVITIES

- 15.1 Contractor agrees that no funds provided from or through the City shall be contributed or used to conduct political activities for the benefit of any candidate for elective public office, political party, organization or cause, whether partisan or non-partisan, nor shall the personnel involved in the administration of the Project provided for in this Contract be assigned to work for or on behalf of any partisan or non-partisan political activity.
- 15.2 Contractor agrees that no funds provided under this Contract may be used in any way to attempt to influence, in any manner, a member of Congress or any other state or local elected or appointed official.
- 15.3 The prohibitions set forth in sections 15.1 and 15.2 of Article XV of this Contract include, but are not limited to, the following:
- (A) an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation;
 - (B) working or directing other personnel to work on any political activity during time paid for with City funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;
 - (C) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and
 - (D) using facilities or equipment paid for, in whole or in part with City funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.
- 15.4 To ensure that the above policies are complied with, Contractor shall provide every member of its personnel paid out of City funds with a statement of the above prohibitions and have each said individual sign a statement acknowledging receipt of the policy. Such statement shall include a paragraph that directs any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above policies to call and report the same to the Managing City Department. Contractor shall list the name and number of a contact person from the Managing City Department on the statement that Contractor's personnel can call to report said violations.

- 15.5 Contractor agrees that in any instance where an investigation of the above is ongoing or has been confirmed, reimbursements paid to the Contractor under this Contract may, at the City's discretion, be withheld until the situation is resolved.
- 15.6 This Article shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, Contractor and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with City funds.

XVI. PERSONNEL MANAGEMENT

- 16.1 The Contractor agrees to establish internal procedures that assure employees of an established complaint and grievance policy. The grievance policy will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.
- 16.2 Contractor is permitted to pay its full time employees funded through this Contract for the total number of holidays authorized by the City Council for City employees. If the Contractor elects to observe more than the total number of holidays authorized by the City Council for City employees, then such additional days are not eligible for reimbursement under this Contract.
- 16.3 Contractor agrees that the job titles and descriptions set forth in the budget (Attachment II) that affect a salary or range increase may not be changed without justification and prior written approval from the Director of the Managing City Department.
- 16.4 Contractor agrees that all copies of written job descriptions will be filed in all individual personnel folders for each position in the organization funded through this Contract.
- 16.5 The Contractor agrees to provide the City with the names and license registration of any employees of Contractor regulated by state law whose activities contribute towards, facilitate, or coordinate the performance of this Contract.
- 16.6 At the sole discretion of the Director of the Managing City Department, Contractor may be reimbursed by City for the cost of pay granted to full time, permanent employees that is not chargeable to annual or personal leave only for the reasons listed below:
- (A) To attend annual training in a branch of the Armed Services, not to exceed fifteen (15) business days during the term of this Contract;
 - (B) To serve as a juror;
 - (C) To attend the funeral of someone in the immediate family. Immediate family shall include father, step-father, father-in-law, mother, step-mother, mother-in-law, sister, step-sister, brother, step-brother, spouse, child, and relative, if such relative is actually a member of the employee's household, if he or she was the legal guardian of the employee, or if the employee had legal guardianship of said relative. In such event, the Contractor may grant up to three (3) work days of leave with pay that is not chargeable to annual or personal leave; or
 - (D) To attend seminars or workshops.
- 16.7 Chief Executive Officers (CEOs), directors and other supervisory personnel of Contractor may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, (hereinafter referred to as "Relatives") who are involved in any capacity with program delivery supported through City funds. Relatives, however, may be co-workers in the same Project in a non-supervisory position.

XVII. ADVERSARIAL PROCEEDINGS

- 17.1 Contractor agrees to comply with the following special provisions:
- (A) Under no circumstances will the funds received under this Contract be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity; and

- (B) Contractor, at the City's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the City remains unresolved.

XVIII. CITY-SUPPORTED PROJECT

- 18.1 Contractor shall publicly acknowledge that this Project is supported by the City of San Antonio, _____. Throughout the term of this Contract, Contractor agrees to include written acknowledgment of the City's financial support in all Project-related presentations, press releases, flyers, brochures and other informational material prepared and distributed by Contractor. Contractor shall obtain the City's prior approval of the language and logo, as applicable, to be used.

XIX. EQUIPMENT

- 19.1 The City retains ownership of all equipment/property purchased with funds received through the City and such equipment/property shall, at the City's sole option, revert to the City at Contract's expiration or early termination, for whatever reason. The Contractor agrees to relinquish and transfer possession of and, if applicable, title to said property without the requirement of a court order upon expiration or early termination of this Contract. Equipment that has reverted to the Contractor through a City-paid lease agreement with option to buy will be considered the same as though the equipment was purchased outright with City funds. It is understood that the terms, "equipment" and "property", as used herein, shall include not only furniture and other durable property, but also vehicles.
- 19.2 Contractor agrees that no equipment purchased with City funds may be disposed of without receiving prior written approval from the Managing City Department. In cases of theft and/or loss of equipment, it is the responsibility of the Contractor to replace it with like equipment. City funds cannot be used to replace equipment in those instances. All replacement equipment will be treated in the same manner as equipment purchased with City funds.
- 19.3 Contractor shall maintain records on all items obtained with City funds to include:
- (A) A description of the equipment, including the model and serial number, if applicable;
 - (B) The date of acquisition, cost and procurement source, purchase order number, and vendor number;
 - (C) An indication of whether the equipment is new or used;
 - (D) The vendor's name (or transferred from);
 - (E) The location of the property;
 - (F) The property number shown on the property tag; and
 - (G) A list of disposed items and disposition
- 19.4 The Contractor is fully and solely responsible for the safeguarding, maintaining, and reporting of lost, stolen, missing, damaged, or destroyed equipment/property purchased or leased with City funds. All lost, stolen, missing, damaged and/or destroyed equipment/property shall be reported to the local Police Department and, if applicable, the Federal Bureau of Investigation (FBI). The Contractor shall make such reports immediately and shall notify and deliver a copy of the official report to the Managing City Department within seventy-two (72) hours from the date that Contractor discovers the equipment/property having been lost, stolen, missing, damaged and/or destroyed. The report submitted by the Contractor to the Managing City Department shall minimally include:
- (A) A reasonably complete description of the missing, damaged or destroyed articles of property, including the cost and serial number and other pertinent information;
 - (B) A reasonably complete description of the circumstances surrounding the loss, theft, damage or destruction; and
 - (C) A copy of the official written police report or, should the Police not make such copy available, a summary of the report made to the Police, including the date the report was made and the name and badge number of the Police Officer who took the report.
- 19.5 All equipment purchased under this Contract shall be fully insured against fire, loss and theft.
- 19.6 The Contractor shall provide an annual inventory of assets purchased with funds received through the City to the Managing City Department.

XX. TRAVEL

- 20.1 The costs associated with budgeted travel for business, either in-town or out-of-town, are allowable costs provided documentation of expenses is present and approved in the budget.
- 20.2 Contractor agrees that mileage reimbursement paid to Contractor's employees shall be reimbursed at a rate no more liberal than the City's policy for mileage reimbursement, which is consistent with IRS rules. Contractor further agrees that in order for its employees to be eligible for mileage reimbursement, the employees 1) shall be required to possess a valid Texas Driver's License and liability insurance as required by law, and 2) must record, on a daily basis, odometer readings before and after business use, showing total business miles driven each day and must keep such record on file for City inspection, if requested. Mileage records are subject to spot-checks by the City. Contractor shall strongly encourage the participation by its employees in an approved defensive driving course. Evidence of the required driver's license and liability insurance must be kept on file with the Contractor.
- 20.3 Contractor agrees that in order to obtain reimbursement of the costs associated with budgeted out of town travel for business in connection with this Contract, Contractor shall 1) provide City with detailed documentation of such business travel expense(s), 2) ensure that any and all costs associated with out-of-town travel (including per diem rates) shall not be more liberal than the City's travel policies which conform with the reimbursement rates established by the United States General Services Administration, 3) purchase all business travel at economy class rates and shall document such, and 4) submit support for conferences to include itineraries and documentation certifying conference attendance.

XXI. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

- 21.1 Contractor agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

XXII. DEBARMENT

- 22.1 Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal Program.
- 22.2 Contractor shall provide immediate written notice to City, in accordance with the notice requirements of Article XXVI herein, if, at any time during the term of the Contract, including any renewals hereof, Contractor learns that its certification was erroneous when made or have become erroneous by reason of changed circumstances.

XXIII. ASSIGNMENT

- 23.1 Contractor shall not assign nor transfer Contractor's interest in this Contract or any portion thereof without the written consent of the City Council of San Antonio, and if applicable, the Grantor of the grant source. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

XXIV. AMENDMENT

- 24.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Contractor and evidenced by passage of a subsequent City ordinance, as to City's approval; provided, however, the Director of the Managing City Department shall have the authority to execute an amendment of this Contract without the necessity of seeking any further approval by the City Council of the City of San Antonio, if permitted by all applicable local, state and federal laws, and in the following circumstances:
- (A) an increase in funding of this Contract in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Contract or (b) \$25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments increasing funding and executed without City Council approval pursuant to this subsection during the term of this Contract shall not exceed the foregoing amount;
- (B) modifications to the Scope of Work and SA2020 Scorecard set forth in Attachment I hereto due to the adjustment described in subsection (A) of this Section or for any other reason, so long as the terms of the amendment are reasonably within the parameters set forth in the original Scope of Work and SA2020

Scorecard;

- (C) budget shifts of funds, so long as the total dollar amount of the budget set forth in section 3.1 of this Contract remains unchanged (these modifications may be accomplished through Budget revisions);
- (D) modifications to the insurance provisions described in Article IX of this Contract that receive the prior written approval of the City of San Antonio's Risk Manager and the Director of the Managing City Department;
- (E) reduction of the total Contract amount in order to comply with the match requirement expenditure ratio set forth in Section 3.3, and to amend the budget accordingly which is set forth in Attachment II hereto. Contractor shall execute any and all amendments to this Contract that are required as a result of a modification made pursuant to this Section 24.1(E); or
- (F) reductions to Article I Scope of Work and Article III Consideration in order to comply with Section 3.4.

XXV. SUBCONTRACTING

- 25.1 None of the work or services covered by this Contract shall be sub-contracted without the prior written consent of the City and Grantor of the grant source, if so required by said Grantor.
- 25.2 Contractor must comply with all applicable local, state and federal procurement standards, rules, regulations and laws in all its sub-contracts related to the work or funds herein. It is further agreed by the parties hereto that the City has the authority to monitor, audit, examine, and make copies and transcripts of all sub-contracts, as often as deemed appropriate by the City. If, in the sole determination of the City, it is found that all applicable local, state and federal procurement standards, rules, regulations and laws have not been met by Contractor with respect to any of its sub-contracts, then the Contractor will be deemed to be in default of this Contract, and as such, this Contract will be subject to termination in accordance with the provisions hereof.
- 25.3 Any work or services for sub-contracting hereunder, shall be sub-contracted only by written Contract, and unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Contract. Compliance by sub-contractors with this Contract shall be the responsibility of Contractor. Contractor agrees that payment for services of any sub-contractor shall be submitted through Contractor, and Contractor shall be responsible for all payments to sub-contractors.
- 25.4 Contractor certifies that its subcontractors are not presently debarred, suspended or proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal Program.

XXVI. OFFICIAL COMMUNICATIONS

- 26.1 For purposes of this Contract, all official communications and notices among the parties shall be deemed sufficient if in writing and delivered in person, mailed by overnight or express service or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City:

Director

Contractor:

Executive Director/CEO/President
Agency Name
Agency Address
San Antonio, Texas

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

XXVII. VENUE

- 27.1 Contractor and City agree that this Contract shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas. Any action or proceeding brought to enforce the terms of this Contract or adjudicate any dispute arising out of this Contract shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas. Venue and jurisdiction arising under or in connection with this Contract shall lie exclusively in Bexar County, Texas.

XXVIII. GENDER

- 28.1 Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XXIX. AUTHORITY

- 29.1 The signer of this Contract for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Contract on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained. Contractor shall provide evidence to City upon execution of this Contract that it is currently operating as a Texas non-profit corporation exempt from tax under Section 501(c)(3) of the Internal Revenue Code, or a for-profit entity governed by an autonomous governing body, acting in accordance with the governing instruments submitted to the City in its application for funding. Whether a non-profit or for-profit entity, Contractor must be authorized to do business in the State of Texas and be formed under and operating in accordance with all applicable laws of the State of Texas. Contractor shall provide Managing City Department verification of the foregoing requirements no later than the execution date of this Contract.

XXX. LICENSES AND TRAINING

- 30.1 Contractor warrants and certifies that Contractor's employees and its subcontractors have the requisite training, license or certification to provide the services required under this Contract, and meet all competence standards promulgated by all other authoritative bodies, as applicable to the services provided hereunder.

XXXI. INDEPENDENT CONTRACTOR

- 31.1 It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the City shall in no way be responsible therefor, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.
- 31.2 Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto.
- 31.3 Any and all of the employees of the Contractor, wherever located, while engaged in the performance of any work required by the City under this Contract shall be considered employees of the Contractor only, and not of the City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Contractor.

XXXII. SEVERABILITY

- 32.1 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 City, 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 this 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.

XXXIII. CONTRIBUTION PROHIBITIONS

The provisions of Article XXXIII shall apply to all contracts considered "high profile" as that term is defined in the City of San Antonio Procurement Policy and Procedures Manual.

33.1 Contractor acknowledges that City Code Section 2-309 provides that any person acting as a legal signatory for a proposed contractual relationship that applies for a "high-profile" discretionary contract, as defined by the City of San Antonio Procurement Policy and Procedures Manual, may not make a campaign contribution to any councilmember or candidate at any time from the tenth business day after the Request for Proposal (RFP) or Request for Qualifications (RFQ) or other solicitation is released, or for a contract for which no competitive solicitation has been issued by the City from the time the City begins discussions or negotiations, and ending on the 30th calendar day following the contract award. Contractor understands that if the legal signatory entering the Contract has made such a contribution, the City may not award the Contract to that contributor or to that contributor's business entity. Any legal signatory for a proposed high-profile contract must be identified within the response to the RFP or RFQ, if the identity of the signatory will be different from the individual submitting the response.

33.2 Contractor acknowledges that the City has identified this Contract as high profile.

33.3 Contractor warrants and certifies, and this Contract is made in reliance thereon, that the individual signing this Contract has not made any contributions in violation of City Code section 2-309, and will not do so for 30 calendar days following the award of this Contract. Should the signer of this Contract violate this provision, the City Council may, in its discretion, declare the Contract void.

XXXIV. ENTIRE CONTRACT

34.1 This Contract and its attachments, if any, constitute the entire and integrated Contract between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.

In witness of which this Contract has been executed effective the _____ day of _____, _____.

CITY OF SAN ANTONIO:

CONTRACTOR:

[insert Contractor name]

_____, Director

[insert name and title]

APPROVED AS TO FORM:

Assistant City Attorney

Board President (if required by Agency)

ATTACHMENTS

Attachment I – Scope of Work and SA2020 Scorecard

Attachment II – Budget

Attachment III – Funding Guide

Attachment IV – Contract Monitoring Report

Attachment V – Grantor Contract [include if applicable and referenced in the Contract]

Attachment VI – HIPAA Business Associate Agreement [include if applicable and referenced in the Contract]

016 - RFP ATTACHMENTS

RFP ATTACHMENT A, PART ONE

PROGRAM SERVICE CATEGORY

Check the box that applies to your proposal program service category. The City will accept multiple proposals from the same agency. Refer to Section 008 for proposal submittal format. However, *do not* submit the same program proposal twice simply because it appears that the program could fall into more than one category.

CHILDREN & FAMILY SERVICES

Early Childhood Support

- Early Childhood Support-School Success

Family Services

- Family Services

Senior Services

- Senior Services

YOUTH SERVICES

- Youth
 College and Career Readiness
 At-Risk Youth Behavior Prevention

COMMUNITY SAFETY NET

Basic Needs & Homeless Prevention

- Basic Needs
 Homelessness
 Rapid Re-housing

Homeless Transformation

- Haven for Hope Homeless Campus Support Services
 Housing Opportunities for Persons with HIV/AIDS (HOPWA)

Family Financial Security

- Volunteer Income Tax Assistance (VITA) and Financial Security

Domestic Violence/Child Abuse Prevention

- Domestic Violence / Child Abuse Prevention

WORKFORCE DEVELOPMENT

- Long-Term Job Training
 Adult Education/Short Term Services

NEW AGENCY FUND

-

RFP ATTACHMENT A, PART TWO

EXECUTIVE SUMMARY TEMPLATE

Posted as a separate document.

The Executive Summary Template is available at <http://www.sanantonio.gov/RFPListings/> posted as RFP Attachment A, Part Two in PDF Format for download.

RFP ATTACHMENT A, PART THREE

EXPERIENCE, BACKGROUND, QUALIFICATIONS

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

1. Respondent should describe their capacity to plan and implement a program to meet the service objectives specified by this RFP. Also include a description of the provider practice, its mission, and goals, years of experience, and indicate number of board members to ensure sufficient oversight and role.
2. Describe Respondent's experience relevant to the Scope of Services requested by this RFP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.
3. Describe Respondent's specific experience clients from public entities, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services. If the project name for what is included in the proposal has changed, please provide the previous program name title.
4. Respondents with established programs should describe the populations that have been the recipients of services, ensure that they are Americans with Disabilities Act (ADA) compliant and accessible or acceptable accommodations, and summarize accomplishments with the client populations. Respondents shall describe their familiarity with San Antonio's culture and population.
5. If Respondent is proposing as a team or joint venture or includes sub-contractors, describe the rationale for selecting the team and the extent to which each entity has worked together in the past.
6. Identify the number of staff to be assigned to the project and relevant experience on projects of similar size and scope. Include the staff professional qualifications such as license, certifications and affiliations with professional organizations. Provide an organizational chart that includes all personnel to be assigned to this project. The chart should include job/task descriptions.
7. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
8. Describe Respondent's type of financial statement assurance, financial procedures including board oversight, ability to report realistic budget and statements of revenues and expenditures, fund raising activities and program income, and financial accountability.

The summary of this information shall not exceed six (6) pages. Scoring will be based on the evaluation criteria on page 13-14 of this RFP.

RFP ATTACHMENT A, PART FOUR

PROPOSED PLAN

Prepare and submit the following items.

Operating/Service Plan-

1. Provide a detailed overview of the program services including a description of the specific activities. Describe how the program service aligns with programs and services requested in the RFP Scope of Work. Describe the timeline and schedule of event/task necessary for program service to be operational. Describe the operating days/hours for proposed program.
2. Describe how the need is identified, clearly describes why the services are needed in the community and documented using reliable and valid data. The plan should identify best practices and/or evidence based strategies. The plan should also indicate whether or not services are unique in nature and are provided by other organizations. It should describe the population to be served including demographics, and geography and the area of the City where services will be conducted.
3. Describe the program's sustainability plan to ensure the program can continue after the grant period if funding is reduced or eliminated.
4. Describe the performance measurements used which should be relevant, meaningful, and realistic; the number of units or individuals served; the cost per unit or individual; the impact to the client; and how results measurements will align with the City's vision, including the SA Tomorrow Plan.
5. Describe the timeline and schedule of events/tasks necessary for program service to be operational.

Additional Information - Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

Management and Staffing Plan – Provide an organizational chart that includes all personnel to be assigned to this project to include job/task descriptions.

Income Level - Describe the income level of the population you will serve.

Program Income - Describe if the program will charge participants for any type of service or generate any type of program income that will be used in the program.

Location of Services. Describe the location and area that services will be provided in the City of San Antonio.

Scoring will be based on evaluation criteria on pages 14 of this RFP. The summary of information shall not exceed more three (3) pages

RFP ATTACHMENT B

Delegate Agency Scorecard

Agency Name:

Program Name:

Amount:

Contract Term: October 1, 2016 – September 30, 2017

Select Category (Select One)

- 1. Youth and Family Services
- 2. Youth Services
- 3. Community Safety Net
- 4. Workforce Development

Select Program Service Indicator(s) (Select Minimum of One)

- | | |
|--|---|
| 1. School Readiness Success | 9. Seniors Healthy and Living Independently |
| 2. 3 rd Grade Reading | 10. Reduction with Homelessness/Stability of Residence |
| 3. High School Graduation Rate/Education Success | 11. Teen Pregnancy Reduction |
| 4. College & Career Readiness | 12. Youth Crime Recidivism Prevention |
| 5. High School Graduation Rate | 13. Domestic Violence Reduction |
| 6. Adult Educational Attainment | 14. Child Abuse Reduction |
| 7. Long Term Job Training | 15. Improve Family Financial Stability/Financial Literacy |
| 8. Removing Family Barriers | |

Outcomes/Results Measures

- 1.
 - 2.
 - 3.
- Additional:

Outputs

- 1. Number of Unduplicated Clients
 - 2.
 - 3.
- Additional:

Data Source and Reporting

- 1.
- 2.
- 3.

Quality Standards

- 1.
- 2.
- 3.

Explanatory Notes

RFP ATTACHMENT C

FUNDING BUDGET

Posted as a separate document.

Prepare and submit the following items.

1. **The Budget Worksheets is available at <http://www.sanantonio.gov/RFPListings/> posted as RFP Attachment C in Excel Format for download.**
2. Provide a budget narrative that explains in detail the development of line item budgets.
3. Funding justification as to why the issue should be addressed with City funding, level of funding requested is clearly justified and how the budget is connected to the results and pricing is reasonable and in line with services and other programs. ***Up to 5 points will be assigned based on level of program match.**
4. Funding for administrative costs may not exceed 20% of total budget.

Scoring will be based on evaluation criteria on pages 14 of this RFP. The summary of information shall not exceed more two (2) pages

City of San Antonio

Budget Forms

INSTRUCTIONS

The budget forms contain three worksheets to be completed.

Move from sheet to sheet by clicking on the tabs at the bottom of the screen.

When you get ready to print these forms, be sure to print the “entire workbook”.

The following sheets must be completed.

- 1) Total Agency Budget
- 2) Program Budget
- 3) Program Budget Line Item Detail

The totals and percent of totals will automatically calculate. However, please ensure that totals are accurate because these formulas will sometimes become corrupted following download and data entry.

All expenses on the Line Item Budget Detail Form must be validated by providing detailed information on how you arrived at the total.

TOTAL PROGRAM BUDGET

Agency Name:

--

Program Title:

--

Cost Category	Cost Allocation				
	Requested from City		* All Other Sources		Total
	\$ Amount	%	\$ Amount	%	
Personnel Services	\$0	0%	\$0	0%	0
Contractual Services		0%		0%	0
Commodities		0%		0%	0
Fixed Charges		0%		0%	0
Capital Outlay		0%		0%	0
Total	\$0	0%	\$0	0%	\$0

*Identify all other costs of the program, which are NOT requested to be funded by the City of San Antonio on this page only. Other sources to include state, federal and private funding.

PROGRAM LINE ITEM BUDGET

Agency Name: 0

Budget
Version:

Original

Program Title:

Total Program Budget: _____

COSA GL	Contract or's GL	GL DESCRIPTION						Total Cost to COSA	ESG Programs Only - Agency Match
** Position Type: All positions must select a Position Type. The Position Type "Program" is defined as any position that provides direct services/contact to a participant of the above named COSA Funded Program. All personnel providing Administration support (eg. CEO,CFO, Accountants and Secretarial staff), use position type "Admin".									
Personnel Services Schedule		Position/ Title	**Position Type	Salary/ Wage Per Pay Period	Number of Pay Periods	Total Annual Salary	% Budgeted/ Allocated to COSA	Salary Budgeted/ Allocated to COSA	
5101010						0.00		0.00	
5101010						0.00		0.00	
5101010						0.00		0.00	
5101010						0.00		0.00	
5101010						0.00		0.00	
5101010						0.00		0.00	
5101010						0.00		0.00	
5101010						0.00		0.00	
5101010						0.00		0.00	
Total Salaries 5101010								\$0.00	\$0.00
Total Program Salaries								\$0.00	\$0.00
Total Admin Salaries								\$0.00	\$0.00
Fringe Benefits						Program Allocation Budgeted	Admin. Allocation Budgeted	Total Allocation to COSA	
5103005		FICA (7.65% or less of Taxable Income Billed)						0.00	
5105010		Retirement (% paid by Employer)						0.00	
5104030		Health Insurance						0.00	
5103010		Life Insurance						0.00	
5402520		Worker's Compensation						0.00	

5402550	Unemployment Insurance			0.00	
Fringe Subtotal		\$0.00	\$0.00	\$0.00	\$0.00
Total Personnel Services (Salaries & Fringe Benefits)				\$0.00	\$0.00

Contractual Services					
----------------------	--	--	--	--	--

5205010	Mail and Parcel Post Service					
5206010	Rental of Facilities					
5205020	Rental of Office Equipment					
5205030	Equipment Leasing					
5207010	Travel Official				0.00	
	Approximate Dates of Travel & Location	Purpose/Event Name			Travel Amount	
5201025	Education					
5203090	Transportation Fees - Must not exceed current IRS Standard Mileage Rate	Anticipated Mileage		Rate Per Mile	0.00	
5205050	Freight and Storage					
5204010	Linen and Laundry Service					
5204050	Maintenance and Repair - Buildings and Improvements					
5204080	Maintenance and Repair - Machinery and Equipment					
5208530	Alarm and Security Services					
5201040	Fees to Professional Contractors - (Enter Details Below)				0.00	
	Contract or Name	Purpose/Description of Services to be Provided			Contract Amount	

5203040		Advertising and Publication		
5203050		Membership Dues and Licenses		
5203060		Binding, Printing and Reproduction		
5203070		Subscriptions to Publications		
Total Contractual Services			\$0.00	\$0.00

Commodities				
5302010		Office Supplies		
5303010		Janitorial Supplies		
5304005		Clothing and Linen Supplies		
5304025		Motor Fuel and Lubricants		
5304070		Recreation Supplies		
5301010		Maintenance and Repair Materials (Buildings and Improvements)		
5301030		Maintenance and Repair Materials (Machinery and Equipment)		
5304075		Computer Software		
5304080		Other Commodities	0.00	
		Purpose/Description of Other Commodities	Amount	
Total Commodities			\$0.00	\$0.00

Fixed Charges				
5403010		Telecommunications		
5404530		Gas and Electricity		
5404540		Water		
5405030		Liability, Hazard, Fidelity Insurance		
5407020		Direct Assistance Payments To Program Participants - (Itemize by Type Below)	0.00	
		(Rental, Medical, Educational, Food for Program Participants, etc.)	Amount	

Total Fixed Charges		\$0.00	\$0.00
Capital Outlay			
5501000	Computer Equipment <\$5,000		
5501055	Machinery and Equipment - Other <\$5000		
5501065	Furniture and Fixtures <\$5,000		
Total Capital Outlay		\$0.00	\$0.00
Total Program Budget		\$0.00	\$0.00

* Administrative
 Cost % for COSA
 Program 0.00%

*Total Administrative Cost for this COSA funded program may not exceed 20% of the City's allocation to the Agency for this program.

RFP ATTACHMENT D

GENERAL INFORMATION

1. Respondent Information: Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: _____

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

Business Structure: Check the box that indicates the business structure of the Respondent.

Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____

Partnership

Corporation If checked, check one: For-Profit Nonprofit

Also, check one: Domestic Foreign

Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

(NOTE: This RFP solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

Provide address of office from which this project would be managed:

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

List Related Companies:

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes ___ No ___

4. Is Respondent authorized and/or licensed to do business in Texas?

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

5. Where is the Respondent's corporate headquarters located? _____

6. **Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

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

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

Years _____ Months _____

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

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes ___ No ___ If "Yes", respond to c and d below:

c. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months _____

d. State the number of full-time employees at the Bexar County office. _____

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes ___ No ___ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or

circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. Surety Information: Has the Respondent ever had a bond or surety canceled or forfeited?

Yes ___ No ___ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

9. Bankruptcy Information: Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes ___ No ___ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. Disciplinary Action: Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

11. Previous Contracts:

a. Has the Respondent ever failed to complete any contract awarded?

Yes ___ No ___ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

REFERENCES

Provide three (3) references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____

Email address: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____

Email address: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____

Email address: _____

Date and Type of Service(s) Provided: _____

RFP ATTACHMENT E

CONTRACTS DISCLOSURE FORM

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

Instructions for completing the Contracts Disclosure form are listed below:

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

RFP ATTACHMENT F

LITIGATION DISCLOSURE FORM

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

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

RFP ATTACHMENT G

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM TRACKING FORM

Posted as a separate document.

RFP ATTACHMENT H

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234). The form is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Print your completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with your response to this solicitation.

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

“Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

“Intermediary”, for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person’s participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity.

RFP ATTACHMENT I

SIGNATURE PAGE

Respondent, and co-Respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <http://www.sanantonio.gov/purchasing/>.

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

If awarded a contract in response to this RFP, Respondent will be able and willing to execute a contract in the form shown in the RFP, as attached and set out in RFP Exhibit III, with the understanding that the scope and compensation provisions will be negotiated and included in the final document.

If Respondent is a corporation, Respondent is able to, and will, provide a certified copy of the resolution evidencing authority to enter into the contract, if someone other than an officer will be signing the contract.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits I & II.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during the proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of Respondent's proposal from consideration.

Respondent is able to fully and truthfully submit the General Information Form and understands that failure to fully disclose requested information may result in disqualification of Respondent's proposal from consideration or termination of contract, once awarded.

Respondent understands that it must comply, and will comply, with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

The individual acting on behalf of the Respondent is authorized to submit this proposal on behalf of the entity.

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions

I acknowledge that this contract has been designated a "high-profile" contract. I have read and understand the provisions regarding high profile contracts that appear on the cover page of this RFP.

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

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

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

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

RFP ATTACHMENT J

PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Program Service Category RFP Attachment A, Part One	
Executive Summary RFP Attachment A, Part Two	
Experience, Background & Qualifications RFP Attachment A, Part Three	
Proposed Plan RFP Attachment A, Part Four	
Delegate Agency Scorecard RFP Attachment B	
Funding Budget RFP Attachment C	
General Information and References Form RFP Attachment D	
*Contracts Disclosure Form RFP Attachment E	
Litigation Disclosure Form RFP Attachment F	
Performance/Audit Reports, Independent Audited Financial Statements & IRS 990	
Veteran-Owned Small Business Preference Program (VOSBPP) Tracking Form RFP Attachment G	
**Certificate of Interested Parties (Form 1295) RFP Attachment H	
*Signature Page RFP Attachment I	
Proposal Checklist RFP Attachment J	
One (1) Original (complete proposal) signed in ink, six (6) copies, and one (1) copy of entire proposal in PDF format on CD or USB flash drive.	
*Signed Addendums, if applicable	

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

**Certificate of Interested Parties (Form 1295) requires notarization.

Be sure all forms that require a signature and/or to be notarized are done so prior to submittal of proposal.