

CITY OF SAN ANTONIO
PARKS AND RECREATION DEPARTMENT



REQUEST FOR PROPOSAL
("RFP")

for

SOFTBALL LEASE AND MANAGEMENT AGREEMENT
RFP-012-007-MT

Release Date: January 23, 2012

Proposals Due: March 6, 2012

This solicitation has been identified as High-Profile.

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

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

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

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I. BACKGROUND

The City of San Antonio (“City”) owns and operates the following softball complexes (“Complexes”):

Name	Park	Address	Number of Fields
Koger Stokes	San Pedro Springs	611 W. Myrtle	2
Kennedy	Kennedy	3101 W. Roselawn	4
Alva Jo Fischer	LBJ	10700 Nacogdoches	4

The City operates an adult softball program at the Complexes and during the year ending September 30, 2011 over 10,000 participants played in 125 leagues.

Maps and photos of the Complexes are attached as Exhibits IV and V, respectively.

The City wishes to enter into a long term lease and management agreement with a qualified organization to lease and manage the fields and associated structures for the operation of adult softball programs available to the public at the Complexes. It is the City’s goal that the Complexes are well-maintained and operated and that affordable softball leagues and Complex reservations are available to the citizens of San Antonio.

The City seeks proposals from qualified Respondents interested in providing the services described in this RFP.

II. SCOPE OF SERVICES

Respondents must demonstrate in their response to this RFP knowledge and/or experience of the operation of softball programs, either public or private, and the ability to maintain softball fields and associated amenities. Respondent may be either a for-profit or nonprofit entity.

City intends to enter into a Lease and Management Agreement (“Agreement”) with the selected respondent (“Respondent”) and the following is applicable:

General Provisions:

- Term of the Agreement will be seven (7) years, commencing not later than summer 2012; there is one three (3) year renewal option, subject to the agreement of the parties.
- Respondent to assume all responsibilities and costs associated with the year-round repair and maintenance of the Complexes including but not limited to fields, bleachers, scoreboards, fences, backstops, concession buildings and other structures, lighting, and dugouts. In addition, Respondent will be responsible for any improvements needed at the Complexes during the term of the Agreement in order to keep the Complexes in a condition as good as or better than the condition at the commencement of the Agreement.
- Maintenance of the fields is to be consistent with or exceed current City maintenance levels which include the following:

- Turf: mow weekly; fertilize, aerate, pest treatment and weed control bi-annually; and seeded annually
 - Fields: new clay and sandy loam annually; cracks and low spots filled as needed; dragged daily when in use.
- Respondent to assume all responsibilities and costs associated with the year-round operation of the Complexes for softball league and reservation uses.
- City shall have the right to be an ex-officio member of the Respondent's governing board.
- Revenue from league activities and field reservations is to be retained by Respondent to offset costs associated with the operation, maintenance and future improvements of the Complexes and Complex activities.
- On an annual basis, Respondent will provide City with a proposed budget reflecting projected revenue and expenses for the Complexes, such budget to be subject to the review and approval of City.
- On an annual basis, Respondent will provide City with a summary and breakdown of its actual revenue and expenses for the Complexes, such summary and breakdown to be subject to the review and approval of City.
- Respondent will be required to establish a separate Capital Repair/Capital Improvement Account ("Account") at a reputable financial institution. On an annual basis Respondent will calculate the amount of revenue that exceeds the expenditure costs for the same period of time ("Net Revenue") and deposit into the Account the amount that is 50% of Net Revenue less \$10,000. Funds in the Account will be utilized only for capital improvements and/or capital repairs at the Complexes, such projects to be subject to the prior approval of City. Any funds remaining in the Account upon the termination of the Agreement will become the property of City.
- All operating and maintenance costs to be assumed by Respondent upon the commencement of the Agreement; however, City will provide assistance with utility costs as outlined below. At all times during the term of the Lease, Respondent must use utilities in a manner, amount and frequency that are consistent with conservation efforts and comply with the City's Conservation Ordinance.
 - City, at its cost, will provide electricity and water/sewer services during the City's fiscal years 2012 and 2013 (City's fiscal year is October 1 through September 30).
 - City will be responsible for the installation of meters and/or submeters that allow for the separation of utility services for the Complexes and upon the commencement of City's fiscal year 2014 Respondent assumes responsibility for the cost of electricity and water/sewer.
- Other than utility costs as described above, City will not include any funding in its general fund budget for repair/maintenance, operating expenses or improvements for the Complexes.
- Complex signage within the premises is subject to the approval of City; signs advertising businesses, products, services, etc. must be installed facing inward and not legible from the entrance or street and may not advertise, depict or promote political campaigns, religious affiliations, alcohol or tobacco use or sexually oriented businesses.
- SAPD and/or Park Police can be contacted to address illegal activity or infractions of City ordinances within City Parks, including the Complexes. City's current practice is to require that reservations for adult use after 5 pm contract for Park Police presence during

that use, at the cost of the reserving party. In its Proposed Plan Respondent will describe any plans they may have with regard to providing security for use of the Complex.

- Respondent to provide periodic reporting with accompanying documentation reflecting revenue, expenditures and league and reservation activity; Respondent's records to be subject to City review/audit.

Leagues:

- Respondent to be responsible for all activities associated with facilitating and operating at least a spring, summer and fall adult softball program each year, including associated tournaments, with at least 125 leagues offered annually; including marketing, organizing, registering, and collecting fees and paying all costs associated with the planning, implementation and operation of the program. The goal of the City is that Respondent will offer the opportunity for adult softball league play at or above the level currently being offered by the City for adults. The City's current adult league participation and fee information is shown on Exhibit VI.
- The agreement between City and Respondent will include benchmarks associated with the public's opportunity for participation in leagues and Respondent will be required to demonstrate that benchmarks have been met.
- Leagues to be offered in the name and for the benefit of the City of San Antonio and Respondent.
- Respondent will reflect their proposed first year fees in their response to the RFP, which may include an increase in the league fees and other fees now being charged by the City in an amount up to but not exceeding 5%. Future increases in this and all other fees shall be subject to the approval of the City and may be in an amount up to but not exceeding 5% in any year; increases over 5% in any year would be subject to the approval of City Council.
- Respondent to provide groundskeepers and gatekeepers and other staff and services necessary for league activities.
- A representative of Respondent must be at the Complexes at all times during league activities.
- City operates a Girl's Fast Pitch softball program which offered 35 leagues during the year ending September 30, 2011. City will continue to operate this program at City-owned fields other than the Complexes included in this RFP. During the term of the Lease and Management Agreement that will result from this RFP process, City may request that the selected Respondent also assume responsibility for the Girl's Fast Pitch softball program, based on fees and other business points acceptable to both parties.

Reservation Use:

- Respondent to offer the Complexes on a reservation basis to the public for adult and youth softball activities, including tournaments, at times not being utilized for softball league activities or maintenance.
- Respondent will reflect their proposed first year adult use reservation fee and all other fees in their response to the RFP which may be in an amount up to but not exceeding 5% higher than now being charged by the City. Future increases of all fees shall be subject to the approval of the City and may be in an amount up to but not exceeding 5% in any

year; increases over this amount in any year would be subject to the approval of City Council.

- Reservation fees and other fees for youth use will remain the same as the current City fees for the first two years of the Agreement. Future increases in this and all other fees shall be subject to the approval of the City and may be in an amount up to but not exceeding 3% in any year; increases over this amount in any year would be subject to the approval of City Council.
- Respondent to provide groundskeepers, gatekeepers, and other staff and services as requested for reservation uses.
- In its Proposed Plan Respondent will describe its proposed reservation process.
- A representative of Respondent must be at the Complexes at all times during reservation use.
- The City's current Reservation and fee information is shown on Exhibit VII.

Umpires:

- Respondent must be a member in good standing of the Amateur Softball Association of America (ASA) all times during the term of the Agreement.
- Respondent must abide by all ASA regulations.
- Respondent must provide ASA registered umpires for all league games and tournaments (a minimum of two per game). Respondent will also provide ASA registered umpires for reservation use, if requested by the reserving party; however, reserving party may arrange for their own umpire services if they so desire. If requested by City, Respondent will provide ASA registered umpires for City Days, as described below.

Other:

- City currently provides for concession operations at the Complexes and retains the right to continue to provide for concessions. If at some time during the term of the Agreement City elects to no longer provide concession operations, City and Respondent will negotiate an amendment to the Agreement to incorporate concession operations based on business points acceptable to both parties. Upon approval of the amendment by City Council, Respondent will commence offering this service. Menu options and pricing will be subject to the approval of City, and Respondent must offer a variety of food and beverage options, including healthier options. In addition Respondent will assume custodial and maintenance responsibilities and utility costs associated with the operation of the concession program.
- The Agreement will be subject to a Joint Use Agreement between the City and Edgewood Independent School District (EISD) whereby EISD has exclusive use of the Kennedy Complex for four hours per day during school hours and the Respondent will be required to facilitate this use by EISD. In addition to the required four hours during school hours, the City has been allowing EISD to utilize the Kennedy Complex until 5:30 pm on Monday and Tuesday and 6:15 pm on Wednesday through Friday on school days. Respondent must address in its Proposed Plan any plans it has to provide EISD use over and above the required use during school hours.
- City leases LBJ Park from CPS and the term of that lease ends in 2029. In the event the CPS/City lease is terminated prior to that date, the lease between City and Respondent will be modified to eliminate the LBJ Complex from the premises.

- City shall reserve the right to utilize each Complex for up to six (6) full day uses each year during the term of the Lease (“City Days”). City will coordinate with Respondent in advance to reserve the Complexes and will pay no rental fee for the use. Respondent will prepare the Complexes for City’s use and City will be responsible for providing or paying Respondent, at Respondent’s established fee structure, for groundskeepers, gatekeepers, umpires and/or other staff associated with the City’s use. City may assign its City Days to others.
- No Complex naming rights will be conveyed to Respondent. Naming of parks and facilities is subject to applicable City ordinances, approvals and processes.

III. 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 this Contract 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 in 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 this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this 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.

IV. TERM OF CONTRACT

The term of the Agreement will be seven (7) years, commencing at a date agreed upon by the City and Respondent, but not later than July 1, 2012, subject to City Council approval. In addition, there will be one 3-year renewal option, subject to the approval of the parties.

V. PRE-SUBMITTAL CONFERENCE AND FACILITY TOURS

A Pre-Submittal Conference will be held at the Hamilton Community Center, located in LBJ Park at 10700 Nacogdoches, San Antonio, Texas at 2:30 p.m., **Central Time**, on **Monday February 13, 2012**. Respondents are encouraged to prepare and submit their questions in writing four (4) 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 on the City's website at <http://epav.sanantonio.gov/RFPListings/>. Attendance at the Pre-Submittal Conference is optional, but highly recommended.

This meeting site is accessible to persons with disabilities. Parking is available. Auxiliary aids and services, including Deaf interpreters, must be requested forty-eight [48] hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral responses provided by City staff at the Pre-Submittal Conference shall be preliminary. A written summary of the Pre-Submittal Conference shall contain official responses, if any. Any oral response given at the Pre-Submittal Conference that is not confirmed in the written summary of the Pre-Submittal Conference or by a subsequent addendum shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in Section IX – Restrictions on Communication, after the conclusion of the Pre-Submittal Conference.

If requested by Respondents, the Complexes will be available for touring. Requests for touring must be sent via e-mail to Marilyn.Timlake@sanantonio.gov not later than 3:00 p.m. on Wednesday February 8, 2012. If no requests are received by that date and time, no tour will be held. The date and time of the tours are shown below.

Complex	Date/Time of Tour
Kennedy	9:30 – 10:30 a.m. Friday February 10, 2012
Koger Stokes	11:00 – 12:00 a.m. Friday February 10, 2012
Alva Jo Fischer	1:00 – 2:00 p.m. Monday February 13, 2012

VI. PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence, tabbed and 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.

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TAB 1 – GENERAL INFORMATION & REFERENCES FORM: Use the Form found in this RFP as Attachment A, Part One.

TAB 2 – EXPERIENCE, BACKGROUND & QUALIFICATIONS: Use the Form found in this RFP as Attachment A, Part Two.

TAB 3 – PROPOSED PLAN - Use the Form found in this RFP as Attachment A, Part Three.

TAB 4 – FEE SCHEDULE - Use the Schedule that is found in this RFP as Attachment B.

TAB 5 – DISCRETIONARY CONTRACTS DISCLOSURE FORM: Use the Form in RFP Attachment C which is posted separately or Respondent may download a copy at: <https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.

Instructions for completing the Discretionary Contracts Disclosure form:

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

TAB 6 – LITIGATION DISCLOSURE FORM: Complete and submit the Litigation Disclosure Form, found in this RFP as Attachment D. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

TAB 7 – SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM: Complete, sign and submit the SBEDA form, found in this RFP as Attachment E.

API REQUIREMENTS: In accordance with SBEDA Ordinance Section III. D. 5. (a), this contract is being awarded pursuant to the **SBE Subcontracting Program**. CONTRACTOR agrees to subcontract at **least 3%** of its prime contract value to certified SBE firms headquartered or have a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA). In the absence of a waiver granted by the SBO, failure of a Prime Contractor to commit in its response, through fully-documented and signed SBO-promulgated Subcontractor/Supplier Utilization form, to satisfying the SBE subcontracting goal shall render its response NON-RESPONSIVE

TAB 8 – PROOF OF INSURABILITY: Submit a letter from insurance provider stating provider’s commitment to insure the Respondent for the types of coverages and at the levels specified in this RFP if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.

TAB 9 – FINANCIAL INFORMATION: “Submit a copy of Respondent’s two most recent annual financial statements, prepared in accordance with generally accepted accounting principles.

Place **two (2) sets** of financial documents as Tab 9 within Respondent’s ORIGINAL proposal. Additional copies are not required. As an option, Respondent may submit one (1) electronic copy in a PDF format on either a CD or Flash Drive.

TAB 10 – SIGNATURE PAGE: Respondent must complete, sign and submit the Signature Page found in this RFP as Attachment F. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

TAB 11 – PROPOSAL CHECKLIST: Complete and submit the Proposal Checklist found in this RFP as Attachment G.

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.

VII. AMENDMENTS TO RFP

Amendments to the RFP, including written responses to questions received in compliance with Section IX, Restrictions on Communication, may be posted as addendums on the City’s website at <http://epay.sanantonio.gov/RFPListings/>. It is Respondent’s responsibility to review this site and ascertain whether any amendments have been made prior to submission of a proposal. A Respondent who does not have access to the Internet, must notify City in accordance with Section IX, Restrictions on Communication, that Respondent wishes to receive copies of addendums by mail or fax.

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

VIII. SUBMISSION OF PROPOSALS

- A. Respondent shall submit: One (1) original, signed in ink, and ten (10) copies of the proposal in a sealed package clearly marked with the project name, "Softball Lease and Management Agreement RFP" on the front of the package.

All proposals must be received in the City Clerk's Office no later than **2:00 p.m., Central Time, on Tuesday March 6, 2012** at the address below. Proposals submitted prior to the above time and date may be modified provided such modifications are sealed and received by the City Clerk's Office prior to the time and date set for submission of proposals. 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:

City Clerk's Office
Attn: Parks and Recreation Department
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

City Clerk's Office
Attn: Parks and Recreation Department
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 and submitted on 8 ½" x 11" white paper. 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. Electronic files, 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 VI. Proposal Requirements.

- B. Respondents who submit proposals to this RFP shall correctly state the true and correct 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, Part One.

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 the Parks and Recreation Department shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

- D. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred and eighty (180) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.
- E. 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 on the page(s) where confidential information is contained; 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.
- F. 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.

IX. RESTRICTIONS ON COMMUNICATION

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

Exceptions to the Restrictions on Communication with City employees include:

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

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **4:00 p.m., Central Time, on Wednesday February 22, 2012**. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by email to:

Marilyn J. Timlake CPPB, Procurement Manager
City of San Antonio – Finance Department, Purchasing Division
marilyn.timlake@sanantonio.gov

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

2. Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form. The point of contact is Marissa Newman. Ms. Newman may be reached by telephone at (210) 207- 3962 or by e-mail at marissa.newman@sanantonio.gov. Contacts to the Small Business Office regarding this solicitation after the solicitation closing date is not permitted.
 3. 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.
 4. Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than seven (7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.
- B. 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.

X. EVALUATION 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 may 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 (25 points)
- B. Proposed Plan (55 points)
- C. Fees (20 points)

Small Business Economic Development Advocacy Program (SBEDA) – 3% SBE Subcontracting Program

API REQUIREMENTS: Respondents must demonstrate commitment to satisfy three percent (3%) SBE Subcontracting goal. In the absence of a waiver granted by the Small Business Office, failure of a Respondent to commit to satisfying the SBE subcontracting goal shall render its response NON-RESPONSIVE

XI. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

- A. City reserves the right to award one, more than one or no contract(s) in response to this RFP.
- A. 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.
- B. 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.
- C. 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.
- D. 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 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.
- E. 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.

- F. If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.
- G. 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/attv/DiscretionaryContractsDisclosure.pdf>.)

- H. 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.
- I. 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.

XII. SCHEDULE OF EVENTS

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

RFP Release Date	Monday, January 23, 2012
Deadline to Request Complex Tour(s)	Wednesday, February 8, 2012 at 3:00 p.m.
Kennedy Complex Tour	Friday, February 10, 2012 9:30 – 10:30 a.m.
Koger Stokes Complex Tour	Friday, February 10, 2012 11:00 – 12:00 a.m.
Alva Jo Fischer Complex Tour	Monday, February 13, 2012 1:00 – 2:00 p.m.
Pre-Submittal Conference	Monday, February 13, 2012 2:30 p.m.
Final Questions Accepted	Wednesday, February 22, 2012 4:00 p.m.
Proposals Due	Tuesday, March 6, 2012 2:00 p.m.

RFP ATTACHMENTS

THE DOCUMENTS THAT FOLLOW ARE FORMS THAT MUST BE COMPLETED BY RESPONDENT AND INCLUDED WITH RESPONDENT'S PROPOSAL. ATTACH THESE DOCUMENTS TO YOUR PROPOSAL IN THE ORDER INDICATED IN RFP SECTION VI., WHICH IS ENTITLED "PROPOSAL REQUIREMENTS"

RFP ATTACHMENT A, PART ONE

GENERAL INFORMATION

To be submitted with Respondent’s Proposal as TAB 1

- 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: _____

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

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

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: ____

Total Number of Current Clients/Customers: ____

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

List Related Companies: _____

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes No

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

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

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

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

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

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

Years _____ Months _____

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

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

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

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

Years _____ Months _____

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

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

Yes No If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

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

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

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

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

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

11. **Previous Contracts:**

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

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

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

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

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

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

REFERENCES

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

Reference No. 1:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

RFP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND AND QUALIFICATIONS

To be submitted with Respondent's Proposal as TAB 2

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. Describe Respondent's experience and/or knowledge relevant to the Scope of Services requested by this RFP, including the following:
 - a. Operating an adult softball program
 - b. Operating softball tournaments
 - c. Managing a field reservation program
 - d. Providing maintenance and repairs for softball complexes
 - e. Providing umpires and other qualified staff for league and reservation use
 - f. Fundraising for amenities and/or improvements to softball complexes
2. Describe Respondent's applicable professional affiliations and length of time of those affiliations.
3. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's experience, background and qualifications.

RFP ATTACHMENT A, PART THREE

PROPOSED PLAN

To be submitted with Respondent's Proposal as TAB 3

Prepare and submit the following items. Respondent should keep in mind that it is the City's goal that the selected Respondent will offer the opportunity for adult softball league play at or above the level currently being offered by City.

1. Operating Plan – Describe the proposed plan to conduct the operations of the following:
 - a. Adult Softball Leagues
 - i. Anticipated League Schedule (e.g., number and type of leagues to be offered, number of teams per league, number of players per team)
 - ii. Registration program – description of process for teams to register and pay for league activities
 - b. Umpire Plan
 - i. Resources for ASA registered umpires to officiate at softball games and tournaments
 - c. Reservation Program
 - i. Anticipated availability of the complexes for reservation use
 - ii. Services/support to be offered to reservation users
 - iii. Description of method by which groups and individuals may reserve and pay for fields/complexes
2. Maintenance Plan – Describe Plan to ensure maintenance of the Complexes (fields and other improvements) throughout term of the contract. Identify proposed tasks and schedule.
3. Marketing Plan - Describe Plan to promote and potentially expand the offered Softball Program and Reservation Plan.
4. Staffing Plan – Describe Plan to staff the operational, maintenance, league activities, and reservation activities, including the number; title; salary range; and whether each position is part-time, full time, or seasonal; and any benefits that will be provided. In addition, please indicate the role of volunteers in the Staffing Plan, if applicable.
5. Edgewood ISD use of Kennedy Complex – As noted in the Scope of Services, Edgewood ISD (EISD) has the exclusive use of the Kennedy Complex for four hours each day during school hours. In addition to the required four hours, the City has been allowing EISD to utilize the Kennedy Complex until 5:30 pm on Monday and Tuesday and 6:15 on Wednesday through Friday on school days. Describe the plan to allow EISD to use the Kennedy Complex over and above the required four hours.
6. Security Plan – Describe any plans for security for league and/or reservation activities or at other times.

7. Revenue/Expense Projection – Include estimated revenue and expenses projections for the first lease year for both the league and reservation programs.
8. Additional Information. Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

RFP ATTACHMENT B

FEE SCHEDULE

To be submitted with Respondent’s Proposal as TAB 4

Adult Softball Leagues:

Respondent to indicate their proposed adult softball league fees for the first year of the Agreement. Respondents should keep in mind that it is the City’s goal that the Complexes are available league play on an affordable basis.

Respondent will reflect their proposed first year fees in their response to the RFP, which may include an increase in the league fees now being charged by the City in an amount up to but not exceeding 5% (refer to Exhibit VI). All proposed fees associated with adult league play must be included and described below, including any additional fees to be assessed for services to be provided by or through Respondent. Please expand the table as needed to reflect all proposed fees.

Future increases of all fees shall be subject to the approval of the City and may be in an amount up to but not exceeding 5% in any year; increases over 5% in any year would be subject to the approval of City Council.

League Fees	Amount
Proposed league fee – Year 1	\$
Additional fees, if any (describe) – Year 1	\$
Total fee per league – Year 1	\$

Reservation Fees – Adult Use:

Respondent to indicate their proposed Reservation Fees for adult use for the first year of the Agreement. Respondent must show all proposed reservation fees, time of day, weekend vs. weekday, type of organization, etc. Fees should be on a per field basis and indicate the time period (e.g. per hour or per day). All proposed fees associated with adult reservation use must be included and described below, including any additional fees to be assessed for services to be provided by or through Respondent. Please expand the table as needed to reflect all proposed fees. Respondents should keep in mind that it is the City’s goal that the Complexes are available for reservation use on an affordable basis.

The first year reservation fees for adult use may be in an amount up to but not exceeding 5% higher than now being charged by the City (refer to Exhibit VII). Future increases shall be subject to the approval of the City and may be in an amount up to but not exceeding 5% in any year; increases over this amount in any year would be subject to the approval of City Council.

Adult Use Reservation Fees (Per Field) – Year 1	Time Period	Fee
		\$
		\$
		\$

Reservation Fees – Youth Use:

Respondent to indicate their proposed Reservation Fees for youth use for the first year of the Agreement, subject to the limitations shown below. Respondent must show all proposed reservation fees, time of day, weekend vs. weekday, type of organization, etc. Fees should be on a per field basis and indicate the time period (e.g. per hour or per day). All proposed fees associated with youth reservation use must be included and described below, including any additional fees to be assessed for services to be provided by or through Respondent. Please expand the table as needed to reflect all proposed fees. Respondents should keep in mind that it is the City’s goal that the Complexes are available for reservation use on an affordable basis.

Reservation fees for youth use will remain the same as the current City fees (refer to Exhibit VII) for the first two years of the Agreement. Future increases of all fees shall be subject to the approval of the City and may be in an amount up to but not exceeding 3% in any year; increases over this amount in any year would be subject to the approval of City Council.

Youth Use Reservation Fees (Per Field) – Year 1	Time Period	Fee
		\$
		\$
		\$

RFP ATTACHMENT C

DISCRETIONARY CONTRACTS DISCLOSURE FORM

To be submitted with Respondent's Proposal as TAB 5

Discretionary Contracts Disclosure Form is posted as a separate document or may be downloaded at <https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.

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

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

RFP ATTACHMENT D

LITIGATION DISCLOSURE FORM

To be submitted with Respondent's Proposal as TAB 6

LITIGATION DISCLOSURE

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

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

Yes No

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

Yes No

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

Yes No

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

RFP ATTACHMENT E

SBEDA FORMS

To be submitted with Respondent's Proposal as TAB7

Small Business Economic Development Advocacy Program (SBEDA) – 3% SBE Subcontracting Program

API REQUIREMENTS: Respondents must demonstrate commitment to satisfy three percent (3%) SBE Subcontracting goal. In the absence of a waiver granted by the Small Business Office, failure of a Respondent to commit to satisfying the SBE subcontracting goal shall render its response NON-RESPONSIVE

Posted as separate document.

RFP ATTACHMENT F

SIGNATURE PAGE

To be submitted with Respondent's Proposal as TAB 10

SIGNATURE PAGE

The undersigned certifies that (s)he is authorized to submit this proposal on behalf of the entity named below:

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: _____

By signature(s) above, Respondent(s) agrees to the following:

1. If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.
2. 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 II & III.
3. 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 Proposal process.
4. 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 proposal from consideration.
5. Respondent agrees to fully and truthfully submit a Respondent Questionnaire and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.
6. To 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.

RFP ATTACHMENT G
PROPOSAL CHECKLIST

To be submitted with Respondent's Proposal as TAB 11

PROPOSAL CHECKLIST

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

Tab in Respondent's Proposal	Document	Initial to Indicate Document is Attached to Proposal
	Table of Contents	
<i>Tab 1</i>	General Information and References <ul style="list-style-type: none"> • RFP Attachment A, Part One 	
<i>Tab 2</i>	Experience, Background & Qualifications <ul style="list-style-type: none"> • RFP Attachment A, Part Two 	
<i>Tab 3</i>	Proposed Plan <ul style="list-style-type: none"> • RFP Attachment A, Part Three 	
<i>Tab 4</i>	Fee Schedule <ul style="list-style-type: none"> • RFP Attachment B 	
<i>Tab 5</i>	Discretionary Contracts Disclosure form <ul style="list-style-type: none"> • RFP Attachment C 	
<i>Tab 6</i>	Litigation Disclosure <ul style="list-style-type: none"> • RFP Attachment D 	
<i>Tab 7</i>	* SBEDA Form <ul style="list-style-type: none"> • RFP Attachment E; and • Associated Certificates, if applicable <ul style="list-style-type: none"> ▪ 	
<i>Tab 8</i>	Proof of Insurability (See RFP Exhibit II) <ul style="list-style-type: none"> • Insurance Provider's Letter • Copy of Current Certificate of Insurance 	
<i>Tab 9</i>	Financial Information Place two (2) sets of financial documents as Tab 9 within Respondent's ORIGINAL proposal. Additional copies are not required. As an option, Respondent may submit one (1) electronic copy in a PDF format on either a CD or Flash Drive.	
<i>Tab 10</i>	* Signature Page <ul style="list-style-type: none"> • RFP Attachment F 	
<i>Tab 11</i>	Proposal Checklist <ul style="list-style-type: none"> • RFP Attachment G 	
	One (1) Original, ten (10) Copies of proposal.	

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

RFP EXHIBIT I

**SMALL BUSINESS ECONOMIC DEVELOPMENT
ADVOCACY (SBEDA) PROGRAM**

API REQUIREMENTS: In accordance with SBEDA Ordinance Section III. D. 5. (a), this contract is being awarded pursuant to the **SBE Subcontracting Program**. CONTRACTOR agrees to subcontract at **least 3%** of its prime contract value to certified SBE firms headquartered or have a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA). In the absence of a waiver granted by the SBO, failure of a Prime Contractor to commit in its response, through fully-documented and signed SBO-promulgated Subcontractor/Supplier Utilization form, to satisfying the SBE subcontracting goal shall render its response NON-RESPONSIVE

SBEDA Ordinance Compliance Provision

A. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements. In the absence of a waiver granted by the SBO, failure of a Prime Contractor to commit in its response, through fully-documented and signed SBO-promulgated Subcontractor/Supplier Utilization form, to satisfying the SBE subcontracting goal shall render its response NON-RESPONSIVE.

Waiver Request - A Respondent may request, for good cause, a full or partial Waiver of a **specified subcontracting goal** included in this solicitation by submitting the *Respondent Subcontracting Waiver Request* form (*which is available at <http://www.sanantonio.gov/edd/SmallBusiness>*) with its solicitation response. The Respondent's Waiver request must fully document subcontractor unavailability despite the Respondent's good faith efforts to comply with the goal. Such documentation shall include all good faith efforts made by Respondent including, but not limited to, which subcontractors were contacted (with phone numbers, e-mail addresses and mailing addresses, as applicable) and the method of contact. **Late Waiver requests will not be considered.**

Exception Request - A Respondent may, for good cause, request an Exception to the application of the SBEDA Program if the Respondent submits the *Exception to SBEDA Program Requirements Request* form (*available at <http://www.sanantonio.gov/edd/SmallBusiness>*) with its solicitation response. The Respondent's Exception request must fully document why: (1) the value of the contract is below the \$50,000 threshold for application of the SBEDA Program; or (2) no commercially-useful subcontracting opportunities exist within the contract scope of work; or (3) the type of contract is outside of the scope of the SBEDA Ordinance. **Late Exception Requests will not be considered.**

B. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2010-06-17-0531, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development (EDD) website page and is also available in hard copy form upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of this Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the

execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

C. Definitions

Affirmative Procurement Initiatives (API) – Refers to various Small Business Enterprise, Minority Business Enterprise, and/or Women Business Enterprise (“S/M/WBE”) Program tools and Solicitation Incentives that are used to encourage greater Prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE program tools, see Section III. D. of Attachment A to the SBEDA Ordinance.)

Certification or “Certified” – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City accepts any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6 of Attachment A.

Commercially Useful Function – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed. The use of S/M/WBE firms by CONTRACTOR to perform such “pass-through” or “conduit” functions that are not commercially useful shall be viewed by the CITY as fraudulent if CONTRACTOR attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, the CONTRACTOR shall not be given credit for the participation of its

S/M/WBE subcontractor or joint venture partner towards attainment of S/M/WBE utilization goals, and the CONTRACTOR and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

Good Faith Efforts – documentation of the CONTRACTOR’s or Respondent’s intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation within a solicitation response reflecting the Respondent’s commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SBE or M/WBE subcontract opportunities on the City of San Antonio website; solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office’s directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor’s posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.) The appropriate form and content of CONTRACTOR’s Good Faith Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.

HUBZone Firm – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

Independently Owned and Operated – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

Individual – an adult person that is of legal majority age.

Industry Categories – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering (A&E), Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as “business categories.”

Minority/Women Business Enterprise (M/WBE) – firm that is certified as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

M/WBE Directory – a listing of minority- and women-owned businesses that have been certified for participation in the City’s M/WBE Program APIs.

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, managed and controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the CITY. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term “MBE” as used in this Ordinance is not inclusive of women-owned business enterprises (WBEs).

Minority Group Members – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

African-Americans: Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian, or West Indian.

Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.

Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

Native Americans: Persons having no less than 1/16th percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

Originating Department – the CITY department or authorized representative of the CITY which issues solicitations or for which a solicitation is issued.

Payment – dollars actually paid to CONTRACTORS and/or Subcontractors and vendors for CITY contracted goods and/or services.

Prime Contractor – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City. For purposes of this Agreement, this term refers to the CONTRACTOR.

Relevant Marketplace – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the MGT Studies, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

Respondent – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City. For purposes of this Agreement, CONTRACTOR is the Respondent.

Responsible – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

San Antonio Metropolitan Statistical Area (SAMSA) – also known as the Relevant Marketplace, the geographic market area from which the CITY’s MGT Studies analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

SBE Directory - a listing of small businesses that have been certified for participation in the City's SBE Program APIs.

SBE Subcontracting Program – an API in which Prime Contractors or vendors are required to make Good Faith Efforts to subcontract a specified percentage of the value of prime contract dollars to certified SBE firms. Such subcontracting goals may be set and applied by the GSC on a contract-by-contract basis to those types of contracts that provide subcontract opportunities for performing Commercially Useful Functions wherein there have been ongoing disparities in the utilization of available SBE Subcontractors.

When specified by the GSC, the SBE Subcontracting Plan or Good Faith Efforts plan submitted by CONTRACTOR may also be required to reflect Good Faith Efforts that a Prime Contractor or vendor has taken (or commits to taking in the case of solicitations that do not include a detailed scope of work or those in which price cannot be considered a factor in evaluation), toward attainment of subcontracting goals for SBE firms.

Significant Business Presence – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

Small Business Enterprise (SBE) – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

Small Business Office (SBO) – the office within the Economic Development Department (EDD) of the CITY that is primarily responsible for general oversight and administration of the S/M/WBE Program.

Small Business Office Manager – the Assistant Director of the EDD of the CITY that is responsible for the management of the SBO and ultimately responsible for oversight, tracking, monitoring, administration, implementation and reporting of the S/M/WBE Program. The SBO Manager is also responsible for enforcement of contractor and vendor compliance with contract participation requirements, and ensuring that overall Program goals and objectives are met.

Small Minority Women Business Enterprise Program (S/M/WBE Program) – the combination of SBE Program and M/WBE Program features contained in the SBEDA Ordinance.

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor or CONTRACTOR in furtherance of the Prime Contractor’s performance under a contract or purchase order with the City. A copy of each binding agreement between the CONTRACTOR and its subcontractors shall be submitted to the CITY prior to execution of this contract Agreement and any contract modification Agreement.

Suspension – the temporary stoppage of the SBE or M/WBE firm’s beneficial participation in the CITY’s S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7 of Attachment A to the SBEDA Ordinance, or the temporary stoppage of CONTRACTOR’s and/or S/M/WBE firm’s performance and payment under CITY contracts due to the CITY’s imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

Subcontractor/Supplier Utilization Plan – a binding part of this contract Agreement which states the CONTRACTOR’s commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract Agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR’s Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this Agreement to be approved by the IEDD Director or designee.

Women Business Enterprises (WBEs) - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term “WBE” as used in this Agreement is not inclusive of MBEs.

D. SBEDA Program Compliance – General Provisions

As CONTRACTOR acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its Subcontractors with this term;
2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its Subcontractors or suppliers;
3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
4. CONTRACTOR shall immediately notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the

applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.

5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.
6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years, or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years, or as required by state law, following the final determination of litigation, whichever is later.
7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

E. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiative to this contract. CONTRACTOR hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement:

SBE Subcontracting Program. In accordance with SBEDA Ordinance Section III. D. 5. (a), this contract is being awarded pursuant to the SBE Subcontracting Program. CONTRACTOR agrees to subcontract at least 3% of its prime contract value to certified SBE firms headquartered or have a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA). The Subcontractor / Supplier Utilization Plan that CONTRACTOR submitted to

CITY with its response for this contract (or, as appropriate, that it agrees to submit during the price proposal negotiation phase of this contract), and that contains the names of the certified SBE Subcontractors to be used by CONTRACTOR on this contract, the respective percentages of the total prime contract dollar value to be awarded and performed by each SBE Subcontractor, and documentation including a description of each SBE Subcontractor's scope of work and confirmation of each SBE Subcontractor's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Agreement. In the absence of a waiver granted by the SBO, the failure of CONTRACTOR to attain this subcontracting goal for SBE firm participation in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and grounds for termination of the contract with the CITY, and may result in debarment from performing future CITY contracts, withholding of payment for retainage equal to the dollar amount of the underutilization below the agreed upon SBE subcontracting goal, and/or shall be subject to any other remedies available under the terms of this Agreement for violations of the SBEDA Ordinance, or under any other law.

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

G. Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in

compliance with Chapter 2251, Texas Government Code (the “Prompt Payment Act”) within ten days of receipt of payment from CITY. In the event of CONTRACTOR’s noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY’s audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

H. Violations, Sanctions and Penalties

In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;
2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;
3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;
4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

1. Suspension of contract;
2. Withholding of funds;
3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
4. Refusal to accept a response or proposal; and

5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

RFP EXHIBIT 2
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:

INSURANCE

A) Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City’s Parks and Recreation Department, which shall be clearly labeled “Softball Lease and Management Agreement” 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 Agreement until such certificate and endorsements have been received and approved by the City’s Parks and Recreation Department. No officer or employee, other than the City’s Risk Manager, shall have authority to waive this requirement.

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

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

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Independent Contractors	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

c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	f. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>C</u> ombined <u>S</u> ingle <u>L</u> imit for <u>B</u> odily <u>I</u> njury and <u>P</u> roperty <u>D</u> amage of \$1,000,000 per occurrence

D) Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Respondent herein, and provide a certificate of insurance and endorsement that names the Respondent and the CITY as additional insureds. Respondent 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 agreement. Such modification may be enacted by letter signed by City’s Risk Manager, which shall become a part of the contract for all purposes.

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). Respondent 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. Respondent shall pay any costs incurred resulting from said changes.

City of San Antonio
 Attn: Parks and Recreation Department
 P.O. Box 839966
 San Antonio, Texas 78283-3966

F) Respondent 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, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) In addition to any other remedies the City may have upon Respondent'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 Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.

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

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

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

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

RFP EXHIBIT III
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:

INDEMNIFICATION

RESPONDENT 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 RESPONDENT'S activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

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

RFP EXHIBIT IV

MAPS OF COMPLEXES

Posted as separate document.

RFP EXHIBIT V

PHOTOGRAPHS OF COMPLEXES

Posted as separate documents.

RFP EXHIBIT VI**CURRENT CITY ADULT LEAGUE PARTICIPATION****Adult Softball League Participation and Fee Information
Fiscal Year 2011 (10/1/10 – 9/30/11)**

Season	Number of Leagues	Number of Teams	Number of Participants
Spring 2011	47	266	3995
Summer 2011	38	221	3315
Fall 2011	40	242	3411
Total	125	729	10,721

Notes:

- Average 15 players on a team
- Average 6 teams per league

Fees:

- \$400 per team, plus
- \$11 per player

EXHIBIT VII**Current Field Reservation and Fee Information
Fiscal Year 2011 (10/1/10 – 9/30/11)**

Field	Number of Reservations
Alva Jo Fischer #1	10
Alva Jo Fischer #2	2
Alva Jo Fischer #3	3
Alva Jo Fischer #4	7
Kennedy #1	10
Kennedy #2	7
Kennedy #3	7
Kennedy #4	8
Koger Stokes #1	0
Koger Stokes #2	0
Total	54

Daily Reservation Fees:

- Youth: \$190 for the first 12 hours; \$20/hour for each additional hour
- Adult: \$205 for the first 12 hours; \$20/hour for each additional hour

The City's current rates per umpire per game are:

- Adult Slow Pitch: \$16
- Youth Fast Pitch Pool Games \$27
- Youth Fast Pitch Bracket Games \$32

EXHIBIT VIII**City Revenue and Expenditure Summary****Adult Softball:**

Revenue	FY 09	FY 10	FY 11
Team Revenue	\$279,510	\$268,730	\$291,600
Participant Revenue	\$101,739	\$105,677	\$118,019
Spectator Revenue	\$58,237	\$55,406	\$57,522
Total Revenue	\$439,486	\$429,813	\$467,141
Expenditures			
Staff Costs	\$301,003	\$254,529	\$253,262
Umpire Services	\$155,293	\$151,804	132,877
Maintenance	\$45,818	\$45,818	\$50,400
Utilities	\$93,325	\$93,325	\$102,657
Fees to ASA	\$7,535	\$7,723	\$9,897
Total Expenses	\$602,974	\$553,199	\$549,093

Notes:

- Revenue is for adult softball program only
- Expenses are based on an approximate split of 64% for adult softball program and 36% for the youth softball program which have utilized the same complexes
- This is for informational purposes only; RFP respondents must make projections based on business model and knowledge

Reservation:

Complex/Field	FY 09	FY 10	FY 11
Alva Jo Fischer # 1	\$1,695	\$2,095	\$1,960
Alva Jo Fischer # 2	\$1,020	\$1,150	\$410
Alva Jo Fischer # 3	\$1,365	\$1,560	\$585
Alva Jo Fischer # 4	\$1,365	\$2,095	\$1,375
Kennedy # 1	\$1,740	\$1,560	\$1,945
Kennedy # 2	\$1,575	\$1,355	\$1,375
Kennedy # 3	\$1,395	\$1,355	\$1,375
Kennedy # 4	\$1,560	\$1,560	\$1,565
Koger Stokes East	\$165	\$120	\$0
Koger Stokes West	\$285	\$0	\$0
Total	\$12,165	\$12,850	\$10,590

Notes:

- Revenue is for adult and youth reservations
- No expenditures shown; cost of field maintenance/preparation included in expenses shown above for adult leagues
- This is for informational purposes only; RFP respondents must make projections based on business model and knowledge