

CITY OF SAN ANTONIO

*Communications and Public Affairs*



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

**for**

**Employee Survey and Analysis Services  
(RFP 13-007)**

**Release Date:** November 19, 2012

**Proposals Due:** December 17, 2012

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## I. BACKGROUND

The City of San Antonio, Communication and Public Affairs Department (“City”) seeks proposals from qualified Respondents to conduct an employee survey to assess job satisfaction and communication needs within the organization. The selected consultant shall design and conduct a survey in English and in Spanish so that employees can indicate their level of satisfaction with their job and internal/external communication methods used by the City. The information obtained will be used by the selected consultant to compare with the 2009 and 2011 biennial employee survey results for benchmarking analysis and as a means to continue to improve job satisfaction and communications in the work environment.

## II. SCOPE OF SERVICES

The selected consultant (hereafter “consultant”) shall work under the direction of the City’s Director of Communications and Public Affairs Department and shall develop and conduct a survey in English and in Spanish of the approximately 11,500 City of San Antonio employees. Each biennial survey is completed in the spring, with the first survey commencing in 2013. Final reporting of results takes place in early summer. The precise dates will be agreed upon by the parties in writing, but are subject to change depending on the needs of the City. Parties shall attempt to reach mutual agreement as to the dates for final reporting, but the City will have the right to make the final determination, provided the consultant has no less than 3 months to complete the results.

In consultation with the City, consultant shall define the necessary protocols and procedures to be followed during the course of this project. The City is also interested in obtaining Consultant’s recommendation for suggested alternative approaches in format or design including pricing for optional additional services.

### **Pre-Survey Communications**

In order to obtain a return percentage rate goal of 70% or higher, it is important to implement an effective Pre-Survey Communications Plan. Consultant shall provide a draft message in English and in Spanish to announce the purpose and methods of the employee survey. This message shall reference a toll free phone line and a dedicated e-mail address established by consultant for City employees who may have questions about the survey.

### **Survey Instrument Design**

City shall provide the survey questionnaire(s), with input from the consultant and approval of the City, as a written script in English and Spanish. The survey shall contain the same questions asked in the 2009 and 2011 surveys to allow the City to benchmark performance. The survey instrument must include sufficient space at the end of the document for open-ended comments from the employees.

The City will also require consultant to prepare a draft cover letter in English and Spanish, which will be from the City Manager to employees to accompany the questionnaires. The consultant and its subcontractor’s names and logo shall not appear on the survey instrument or any of the correspondence between the City and employees or return envelopes. All documentation shall reflect “City of San Antonio 2013 Employee Survey”.

### **Survey Administration**

The City anticipates delivery of approximately 10,900 survey packets to employees through internal department distribution. The remaining approximately 600 survey packets must be mailed to employees. As staff levels fluctuate, the consultant shall recognize these numbers are approximate and may change at the time of survey administration, though prices shall remain as stated in the Price Schedule. Consultant shall be responsible for all costs associated with printing the survey questionnaires, cover letters, envelopes, outgoing postage, return postage and shipping.

### **Internal Distribution**

Once the survey is approved and all pre-survey communication is complete, consultant shall prepare approximately 10,900 individual envelope packets containing the survey instrument and cover letter in both English and Spanish and a return envelope printed with the City of San Antonio P.O. Box address **without** return postage for distribution through City departments. Consultant may bulk ship these complete packets to the City.

### **Mail Distribution**

Once the survey is approved and all pre-survey communication is complete, Consultant shall prepare approximately 600 individual envelope packets containing the survey instrument and cover letter in English and Spanish and a return envelope printed with the City of San Antonio P.O. Box address **with** pre-paid postage for distribution by mail. These packets must be mailed out from a local San Antonio address to employee home addresses. If consultant has an office in San Antonio, these surveys may be mailed from consultant's office. Otherwise, consultant may use a subcontractor located in San Antonio. The subcontractor must be approved by City.

### **Return of Completed Surveys**

Consultant shall be responsible for arranging for completed surveys received from departments and returned postal envelopes to be shipped back to the consultant's regular address for analysis.

### **Data Entry, Benchmarking Analysis and Draft Tabulation Report**

Consultant will data-enter employees' responses to each of the survey questions, in addition to entering their verbatim responses to the survey's open-ended questions. Upon completion of data entry operations, consultant shall conduct a comprehensive analysis of the data including the following:

Conduct crosstabular analysis of the data, including a review of specific subgroups within the sample. At a minimum, this analysis will involve a review of the following variables:

- age of the respondent
- years of service
- job type/classification
- work unit/department/division
- gender
- level of education
- other variables as needed

Conduct benchmarking analysis to compare the current survey results against the results from the City's prior two employee surveys.

Once all of the survey data has been entered and cleaned, consultant shall draft a report on the tabulation of the data including the benchmarking of the prior two years' survey data. The draft tabulation report must be submitted to the City for review and approval before any detailed report is generated. The draft shall be submitted in electronic format only, using color as will be presented in the final report.

### **Final Reports and Presentations**

Following the City's written approval of the draft tabulation report, consultant shall prepare and deliver a final report to the City. This report will be prepared in both paper and electronic versions, with the electronic version being in a form compatible, without further modification, with City's existing software systems.

### **Consultant's final report of results, at a minimum, shall contain:**

An executive summary in English & translated into Spanish; hard copy double sided in color print and an electronic version, including: (Exhibit 10 & 15)

- Detailed review of all the study findings for the current survey year;
- Benchmarking of the prior two years' survey results compared to the current year's results;
- Complete methodological documentation, including a written statement of the response rate and sampling error;
- Recommendations based on the current year's results.
- Open-Ended Comments in hard copy and electronic format sorted by department
- Crosstabular Data by Department in electronic format only (Exhibit 4)
- Selected Percentages by Departments in electronic format only (Exhibit 5)
- Crosstabular Data by Demographics in electronic format only (Exhibit 6)
- Overall Tabular Results in electronic format only (Exhibit 7)

Consultant shall provide City with two hundred (200) bound double sided color copies of the final report Executive Summary (Exhibit 3) in English and Spanish.

Consultant shall also provide three (3) sets of the double sided color copies of the approximately forty (40) individual department reports in English (Exhibit 8), which shall graphically compare each department's results to the overall City results along with a PDF version of the report.

Consultant shall provide three (3) sets of the double sided color copies of the individual department open-ended comments in English along with a PDF version of the report.

Consultant will be required to make a formal presentation to the selected City management staff and/or City officials regarding the survey findings, methodology, and recommendations. The travel cost for this presentation must be included in the total all-inclusive maximum price on Attachment B – Price Schedule.

Consultant may also be required, at City's option, to make a second formal presentation to selected City management staff and/or City officials regarding the results of the survey and

methodology. Any additional costs for this optional presentation shall be outlined in Attachment B - Price Schedule.

Consultant shall be responsible for all costs associated with printing and postage to the City for survey script, reports and other deliverables, and for return shipping of completed surveys to consultant for analysis.

### **Travel**

If consultant is not located within the corporate limits of the City of San Antonio, consultant shall not be required to travel to San Antonio or any other location for the performance of the services contemplated herein, except for the presentations to the City's management staff and/or City officials. All meetings (with the exception of the presentation(s)) shall be conducted telephonically.

### **Budget**

The City has established a maximum budget of \$50,000 for the completion of this project. Note, however, that price will be a factor in selection and award of the contract, so consideration to pricing should be given in submitting a proposal.

## **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

A contract awarded in response to this RFP is anticipated to begin upon execution of the contract and will terminate upon completion of services.

#### V. 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 A - EXECUTIVE SUMMARY: The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.

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

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

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

**NOTE:** The remaining document requirements listed for Tabs' E - J are to be placed within Respondent's ORIGINAL proposal only. Additional copies are not required.

TAB E – PRICING SCHEDULE - Use the Pricing Schedule that is found in this RFP as Attachment B.

TAB F – 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 G – 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 H– 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 I – SIGNATURE PAGE: Respondent must complete, sign and submit the Signature Page found in this RFP as Attachment E. 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 J – PROPOSAL CHECKLIST: Complete and submit the Proposal Checklist found in this RFP as Attachment F.

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.**

## VI. AMENDMENTS TO RFP

Amendments to the RFP, including written responses to questions received in compliance with Section VIII, 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 VIII, 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.

## VII. SUBMISSION OF PROPOSALS

A. Respondent shall submit: One (1) original, signed in ink, seven (7) copies of the proposal, and one (1) compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, **“Employee Survey and Analysis”** on the front of the package.

All proposals must be received in the City Clerk's Office no later than **10:00 a.m. Local Time, on December 17, 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: Communications & Public Affairs  
P.O. Box 839966  
San Antonio, Texas 78283-3966

Physical Address:

City Clerk's Office  
Attn: Communications & Public Affairs  
100 Military Plaza  
2<sup>nd</sup> Floor, City Hall  
San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

- B. Proposal Format: Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper with original placed inside a three ring binder and each copy to be securely bound in a more economical fashion (i.e. – heat bond, spiral bond, etc.). The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed two-sided. Margins shall be no less than 1" around the perimeter of each page. A proposal response to RFP Attachment A – Respondent Questionnaire may not exceed 75 pages in length. Electronic files, websites, or URLs shall not be submitted in lieu of the printed proposal with the exception of the requested survey samples.. Each proposal must include the sections and attachments in the sequence listed in the RFP Section V, Proposal Requirements, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.
- C. 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.

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 Communication and Public Affairs 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-proposal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

### VIII. 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:

- 1. Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **2:00 p.m., Local Time, on November 29, 2012**. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by email or by fax to:

Debra Ordaz, Procurement Specialist III  
City of San Antonio, Finance Department - Purchasing Division  
debra.ordaz@[sanantonio.gov](mailto:debra.ordaz@sanantonio.gov) or to fax # (210) 207-7814

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

- 2. 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.

3. 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.

### **IX. 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.

Evaluation criteria:

- A. Experience, Background, Qualifications (35 points)
- B. Proposed Plan (45 points)
- C. Price (20 points)

### **X. 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.
- B. 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.
- C. 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.
- D. 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.

- E. City will require the selected Respondent(s) to execute a contract with the City. 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.
- F. 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.
- G. If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.
- H. The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.
- I. Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

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

- J. 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.
- K. 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.

**XI. SCHEDULE OF EVENTS**

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

RFP Release Date	November 19, 2012
Final Questions Accepted	November 29, 2012
Proposals Due	December 17, 2012

## **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 V, WHICH IS ENTITLED "PROPOSAL REQUIREMENTS"**

**RFP ATTACHMENT A, PART ONE**

**GENERAL INFORMATION**

**To be submitted with Respondent’s Proposal as TAB B**

**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.

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**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.

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- 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.

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- 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.

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**REFERENCES**

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

**Reference No. 1:**

Firm/Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

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

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

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

**Reference No. 2:**

Firm/Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

Telephone 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. \_\_\_\_\_

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

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

**RFP ATTACHMENT A, PART TWO**

**EXPERIENCE, BACKGROUND, QUALIFICATIONS**

**To be submitted with Respondent's Proposal as TAB C**

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 relevant to the Scope of Services requested by this RFP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.
2. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
3. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
4. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past.
5. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope. Include resumes and organization chart.

**RFP ATTACHMENTA, PART THREE**

**PROPOSED PLAN**

**To be submitted with Respondent's Proposal as TAB D**

Prepare and submit the following items.

1. Describe the proposed/recommended survey methodology and reasons for recommendation.
2. Operating Plan – Describe the proposed plan to conduct operations, including service categories, specific tasks and staff assignments.
3. Describe the proposed schedule of events for the implementation of the Employee Survey to include pre-survey communication, development of questionnaires for City approval, survey administration, data entry, benchmarking, draft tabulation report delivery and final reports and presentations.
4. Provide one (1) electronic CD with three (3) of your most recent municipal or public employee survey samples and the associated final reports.
5. Additional Information. Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

**RFP ATTACHMENT B**

**PRICE SCHEDULE**

**To be submitted with Respondent's Proposal as TAB E**

**PRICING SCHEDULE**

**Required Pricing**

<p>Total all- inclusive fee for completion of proposed work including all costs associated with the performance of services and travel and lodging for the required presentation to City Manager and Executive Leadership Team</p>	<p>\$ _____</p>
<p>Additional costs, including travel and lodging, for the optional formal presentation to the Mayor and City Council, if requested</p>	<p>\$ _____</p>

**Optional Pricing for Additional Services**

<p>Additional optional professional services</p>	<p>\$ _____</p>
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**RFP ATTACHMENT C**

**DISCRETIONARY CONTRACTS DISCLOSURE FORM**

**To be submitted with Respondent's Proposal as TAB F**

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 G**

## 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**

**SIGNATURE PAGE**

**To be submitted with Respondent's Proposal as TAB I**

**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 1 & 2.
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 F**

**PROPOSAL CHECKLIST**

**To be submitted with Respondent's Proposal as TAB J**

## 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.

<b>Tab in Respondent's Proposal</b>	<b>Document</b>	<b>Initial to Indicate Document is Attached to Proposal</b>
	Table of Contents	
<i>Tab A</i>	Executive Summary	
<i>Tab B</i>	General Information and References <ul style="list-style-type: none"> <li>• RFP Attachment A, Part One</li> </ul>	
<i>Tab C</i>	Experience, Background & Qualifications <ul style="list-style-type: none"> <li>• RFP Attachment A, Part Two</li> </ul>	
<i>Tab D</i>	Proposed Plan <ul style="list-style-type: none"> <li>• RFP Attachment A, Part Three</li> </ul>	
<p><b>NOTE:</b> Remaining items listed in Tabs E – K are required in the ORIGINAL proposal only. Additional copies are not required, unless otherwise instructed.</p>		
<i>Tab E</i>	Pricing Schedule <ul style="list-style-type: none"> <li>• RFP Attachment B</li> </ul>	
<i>Tab F</i>	Discretionary Contracts Disclosure form <ul style="list-style-type: none"> <li>• RFP Attachment C</li> </ul>	
<i>Tab G</i>	Litigation Disclosure <ul style="list-style-type: none"> <li>• RFP Attachment D</li> </ul>	
<i>Tab H</i>	Proof of Insurability (See RFP Exhibit 1) <ul style="list-style-type: none"> <li>• Insurance Provider's Letter</li> <li>• Copy of Current Certificate of Insurance</li> </ul>	
<i>Tab I</i>	* Signature Page <ul style="list-style-type: none"> <li>• RFP Attachment E</li> </ul>	
<i>Tab J</i>	Proposal Checklist <ul style="list-style-type: none"> <li>• RFP Attachment F</li> </ul>	
	One (1) Original, seven (7) Copies, and <b>one (1) CD</b> of entire proposal in PDF format.	

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

**RFP EXHIBIT 1**  
**INSURANCE REQUIREMENTS**

**INSURANCE REQUIREMENTS**

If selected, Consultant shall be required to comply with the insurance provisions set forth below:

A) Prior to the commencement of any work under the Agreement, Consultant shall furnish copies of a completed Certificate(s) of Insurance to the City’s Department, which shall be clearly labeled “Employee Survey and Analysis” in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The certificate(s) 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 the Agreement until such certificate and endorsements have been received and approved by the City’s 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 the 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 the Agreement. In no instance will City allow modification whereupon City may incur increased risk.

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

<u>TYPE</u>	<u>AMOUNTS</u>
Professional Liability (Claims Made Form) To be maintained and in effect for no less than two years subsequent to the completion of the professional services	\$1,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission in professional services.

D) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Consultant 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. Consultant shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of San Antonio  
Attn: Communications and Public Affairs Department  
P.O. Box 839966  
San Antonio, Texas 78283-3966

E) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant'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 the Agreement.

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

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

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

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

**RFP EXHIBIT 2**  
**INDEMNIFICATION REQUIREMENTS**

**INDEMNIFICATION**

If selected, Consultant will be required to comply with the indemnification provisions shown below:

**CONSULTANT 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 CONSULTANT'S activities under this Agreement, including any acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, 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 CONSULTANT 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. CONSULTANT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT'S activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CONSULTANT'S cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONSULTANT of any of its obligations under this paragraph.

**RFP EXHIBITS 3 THROUGH 8**

**SAMPLE DOCUMENTS**

**Sample documents are attached as separate documents.**