

CITY OF SAN ANTONIO

Purchasing and General Services Department



REQUEST FOR PROPOSAL ("RFP")

for

Beverage Vending Services

RFP-11-044-TC

Release Date: Friday July 29, 2011

Proposals Due: Wednesday, August 31, 2011 at 11:00 a.m.

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”) is seeking proposals from qualified bottler(s) and/or vendor(s) (“Respondents”) of carbonated and non-carbonated soft drinks, fruit and vegetable juices, and water, interested in entering into an agreement with the City. The selected Respondent(s) will have the right to provide and maintain beverage vending machines on City of San Antonio properties identified in this RFP.

The City desires to leverage its positive reputation, image, and market presence in ways that reinforce the positive qualities the City currently enjoys and generate additional income for the City while providing vending selections to its employees and visitors to its parks and facilities.

Presently, there are approximately 170 beverage vending machines located throughout the City. The City is willing to consider additional beverage vending locations at selected City facilities and properties. RFP Exhibit 4 – Beverage Vending Locations provides a complete list of existing and potential vending locations. The City, at its sole discretion, shall have the right to approve or deny any locations proposed by the Respondent, as well as the placement of vending machines.

Under the current expiring beverage agreement, the City receives a \$50,000 annual contribution plus thirty percent (30%) of gross revenues received each month by Contractor or its Subcontractor for twelve ounce (12 oz) or less containers and forty percent (40%) of gross revenues received each month by Contractor or its Subcontractor through the sale of drinks sold in thirteen ounce (13 oz) or larger containers.

From February 2001 until April 2010 the vending machines held sugar-based soda waters, water fruit juices, and zero calorie beverages. It was after April 2010 that both the current vendor and the City agreed to stock only zero calorie beverages and fruit juices, as part of a commitment to meet the City’s Health and Fitness goals identified for SA 2020. The selected Respondent shall continue the effort of promoting these goals with natural and wholesome beverage vending options.

The City desires to enter into an agreement with a Respondent that will provide: (1) quality beverages to staff and visitors at a reasonable cost; (2) an increased financial return to the City; and (3) support to the City’s nutrition program goals. The City’s nutrition program recommendations for vending beverages are listed below:

- 20% of the items are recommended to be 100% fruit juice and/or vegetable juice
- 20% of the items are recommended to be plain or carbonated water
- 20% of the items are recommended to be non-carbonated calorie free
- 20% of the items are recommended to be 1% or non-fat white milk
- 20% of the items are recommended to be diet soda.

Category Definitions

Diet Soda	Diet soda is classified as a carbonated cola or citrus beverage that is zero calories and has a full calorie equivalent.
Plain or Carbonated Water. <i>Note:</i> Carbonated water cannot have more distribution than plain water	The items in this category are 0 calorie, 0 grams of carbohydrates, 0 grams of sugar (i.e. - Dasani water, Aquafina water, flavored water, etc.).
100% Fruit or Vegetable Juice	The items in this category must contain 100% fruit or vegetable juice, or a combination of each, with no added sweeteners
Non-Carbonated Calorie Free	The items in this category can include a distribution of un-sweetened tea and calorie free lemonade.
1% or Non-Fat White Milk	1% or non-fat white, unflavored milk

II. SCOPE OF SERVICES

1. The selected Respondent, at their own expense, is responsible for performing all services required, including maintaining, cleaning, repairing, and restocking vending machines.
2. All vending machines must have internal electronic, non-resettable cash sales meters. Upon commencement of the contract, meters will be read, recorded and mutually verified with a Purchasing & General Services Department representative at the time of installation. Period ending cash sales meter readings will be required for every vending machine with each monthly Sales and Commission Report. Electronic meter readings will be subject to audit by the City, its representatives, or an authorized third party at any time.
3. Commission payments to the City shall be based upon a percentage of Adjusted Metered Gross Receipts. Adjusted Metered Gross Receipts are defined as the amount of computed receipts, based upon the cash sales meter readings, that should have been removed from the vending machine at the time of service, less refunds, test vends, and burglaries.
4. The selected Respondent will be responsible for any tax obligations. Taxes shall not be passed to the City as Adjusted Metered Gross receipts for the total number of units sold.

5. The City reserves the right to include or exclude additional locations during the term of the agreement at the sole discretion of the Director of the Purchasing & General Services Department or their designee.
6. Selected Respondent shall not add or remove any vending equipment without the City's written consent.
7. All vending machines installed under the resultant contract must be Data Exchange (DEX) capable.
8. All vending machines installed under the resultant contract must comply with all requirements established by the local, state, and federal guidelines.
9. Each vending machine must accept dollar bills or be co-located with a bill changer.
10. Commission payments plus Sales and Commission Reports from the selected Respondent are due to the Purchasing & General Services Department by the fifteenth (15th) of the month for the previous month's transactions. Monthly Sales and Commission reports for vending services shall include the following information:
 - a. Location;
 - b. Machine Serial Number;
 - c. Machine Type;
 - d. Beginning Cash Sales Meter Reading for the Reporting Period per Machine;
 - e. Ending Cash Sales Meter Reading for the Reporting Period per Machine;
 - f. Metered Gross Receipts per Machine;
 - g. Adjustments to Metered Gross Receipts per Machine (Less Refunds, Test Vends, and Burglaries);
 - h. Adjusted Metered Gross Receipts per Machine;
 - i. Commission Rate for Each Machine;
 - j. Commission Due for Each Machine; and
 - k. Summary of Metered Gross Receipts, Adjustments to Metered Gross Receipts, Adjusted Metered Gross Receipts and Commissions Due for all Machines.
11. At no times will vending machines have outdated beverage items. All products must be pre-packaged and labeled with date of expiration. The selected Respondent must comply with all applicable regulations and qualifications regarding packaging, labeling, ingredient listing and standards.

12. Selected Respondent may only sell standard and nationally advertised products of first class standard grades and of good quality as determined by the City.
13. Requests for product changes to be vended and/or price changes shall be submitted in writing by selected Respondent to the designated City representative with documentation supporting the request. The City shall have sole authority to approve or reject such requested changes.
14. Respondent are encourage to include with their proposal response, a plan to describe any recommendations for additional services that the Respondent suggests the City should incorporate.
15. Vending machine fronts must promote the health product selections that are offered in the machine.
16. All machines and general area shall be cleaned with every service call.
17. All machines shall have a contact number to report lost money, service problems, and other vending issues with the machine identification clearly identifiable. The City will not be responsible for reimbursing vending machine users for lost change and the steps to obtain refunds must be clearly marked on each machine.
18. The City reserves the right to charge the selected Respondent a predetermined fee for the estimated monthly operating cost of each machine. The selected Respondent agrees to be billed for this charge on a monthly basis to cover the City's cost for electricity.
19. Respondents are encouraged to propose the installation of energy management devices on vending machines.
20. The City shall install and maintenance any electrical outlets necessary to operate vending machines. Selected Respondent will reimburse the City for the costs associated with the maintenance and installation of any electrical outlets necessary to operate vending machines.
21. **Site Visits:** Respondents may visit existing and potential vending locations identified in Exhibit 4 of this RFP that provide public access, but are prohibited from interviewing City staff or other visitors at that location in an effort to obtain information relating to this RFP.

III. TERM OF CONTRACT

The City is requesting proposals for Beverage Services for the following contract terms: a five (5) year term with two (2), two-year renewal options. City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed six months.

IV. PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at Riverview Tower Building, 11th Floor Main Conference Room located at 111 Soledad, Suite 1100, San Antonio, Texas 78205 at **1:30 p.m., Central Time, on Tuesday, August 16, 2011**. Respondents are encouraged to prepare and submit their questions in writing three (3) 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://epay.sanantonio.gov/RFPListings/>. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. The Pre-Submittal Conference location is wheelchair accessible. The accessible entrance is located at 111 Soledad, San Antonio, Texas 78205. Accessible parking spaces are located at Rand Parking Garage, 122 N. Main Avenue, San Antonio, Texas 78205. Entrance to the parking garage is located on Soledad immediately following the Riverview Tower Building. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral 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 V. Restrictions on Communication, after the conclusion of the Pre-Submittal Conference.

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 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.

NOTE: The remaining document requirements listed for TABs 4 - 12 are to be placed within Respondent's ORIGINAL proposal only. Additional copies are not required.

TAB 4 – COMPENSATION SCHEDULE: Use the Compensation 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) FORM: Complete, sign and submit the SBEDA Subcontractor/Supplier Utilization Plan form, found in this RFP as Attachment E.

API REQUIREMENT: Respondents must demonstrate commitment to satisfy a five percent (5%) 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.

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 three most recent annual financial statements, prepared in accordance with Generally Accepted Accounting principles, audited by an independent Certified Public Accountant.

Place **two (2) sets** of financial documents as Tab 10 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 BOND: Respondent must submit a Proposal Bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to the City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury’s Listing of Approved Sureties (Dept Circular 570) in the amount of **\$2000.00**.

The proposal bond must provide assurance that the proposal has been submitted in good faith, the Respondent intends to enter into the contract in accordance with the proposal, and will provide the required performance bond, if awarded the contract. It shall provide that failure to enter into the contract, if awarded, or to provide the required performance bond, may result in a forfeiture of the proposal bond. The Proposal Bond shall be valid for one-hundred and twenty (120) days following the deadline for submission of proposals.

The Proposal Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Respondent is not selected, the City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule.

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.**

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://epav.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, eight (8) copies of the proposal, and one (1) compact disk (CD) or Flash Drive containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "**Beverage Vending Services**" on the front of the package.

All proposals must be received in the City Clerk's Office no later than **11:00 a.m., Central Time, on Wednesday August 31, 2011** 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: Purchasing and General Services
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

City Clerk's Office
Attn: Purchasing and General Services
100 Military Plaza
2nd 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 twenty-five (25) pages in length. 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 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 Purchasing and General Services 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 twenty (120) 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 ask verbal questions concerning this RFP at the Pre-proposal Conference.
2. Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **11:00 a.m., Central Time, on Thursday, August 18, 2011**. Questions received after the stated deadline will not be answered. All questions must be sent by e-mail to:

Terri Canal, CPPB, CTPM, Procurement Specialist III
City of San Antonio, Purchasing and General Services
Terri.Canal@sanantonio.gov

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

3. Respondents and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form. The point of contact is **Michael Sindon** and may be reached by telephone at **(210) 207- 3957** or by e-mail at michael.sindon@sanantonio.gov. Contacts to the Small Business Office regarding this RFP after the proposal due date is not permitted.
 4. 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.
 5. 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. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council.

Evaluation criteria:

A. Respondent's Experience, Background, and Qualifications (30 points)

- Background.
- Relevant experience.
- Qualifications and experience of assigned personnel
- Specific experience with public entity clients.

B. Proposed Plan (35 points)

- Business Plan
- Health Plan
- Operational Plan

C. Compensation to the City (35 points)

- Guaranteed Payments to the City
- Commission payments to the City for beverage vending sales
- Marketing value to the City

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, 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.

- 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. 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>.)

- I. 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.
- J. 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. PERFORMANCE BOND

If selected, Respondent shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) **in the amount of the Proposed Annual Guaranteed Amount. If Respondent proposes different amounts for different periods of the contract, the bond shall be in the greatest amount proposed for any single period.** Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be executed and delivered to City prior to commencement of work under this contract.

The City will consider proposals for an alternative form of performance deposit, not described herein. Any alternative form of performance deposits shall be of equal or greater value and liquidity, and must be in a form approved by City.

XII. SCHEDULE OF EVENTS

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

RFP Release Date	Friday, July 29, 2011
Pre-Submittal Conference	Tuesday August 16, 2011 at 1:30 p.m.
Final Questions Accepted	Thursday, August 18, 2011 at 11:00 a.m.
Proposals Due	Wednesday, August 31, 2011 at 11:00 a.m.

RFP EXHIBIT 1

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) ORDINANCE COMPLIANCE PROVISIONS

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 Respondent 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 (available at <http://www.sanantonio.gov/edd/SmallBusiness> to the Small Business Office no less than 7 business days prior to the solicitation closing date, fully documenting 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 (with phone numbers, e-mail addresses and mailing addresses, as applicable) were contacted. Respondent shall submit the Waiver Request to Michael Sindon, Economic Development Specialist, at fax number 210-207-8151 or by e-mail to michael.sindon@sanantonio.gov. 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 International and Economic Development (IEDD) 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 RESPONDENT to perform such “pass-through” or “conduit” functions that are not commercially useful shall be viewed by the CITY as fraudulent if RESPONDENT 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 RESPONDENT 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 RESPONDENT and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

Good Faith Efforts – documentation of the RESPONDENT’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 Respondent’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 RESPONDENT’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.”

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 RESPONDENTS 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 RESPONDENT.

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, RESPONDENT 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 RESPONDENT may also be required to reflect Good Faith Efforts that a Prime Respondent 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 International and Economic Development Department (IEDD) 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 IEDD 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.

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Respondent or RESPONDENT in furtherance of the Prime Respondent’s performance under a contract or purchase order with the City. A copy of each binding agreement between the RESPONDENT 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 RESPONDENT’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 RESPONDENT’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 RESPONDENT’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.

D. SBEDA Program Compliance – General Provisions

As RESPONDENT 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 RESPONDENT'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. RESPONDENT voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, RESPONDENT further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. RESPONDENT shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding RESPONDENT'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. RESPONDENT 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 RESPONDENT or its Subcontractors or suppliers;
3. RESPONDENT 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. RESPONDENT shall immediately notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to RESPONDENT'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 RESPONDENT 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 RESPONDENT 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. RESPONDENT 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. RESPONDENT 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 RESPONDENT's Subcontractor / Supplier Utilization Plan, the RESPONDENT 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 RESPONDENT 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. RESPONDENT 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. 7. (e), this contract is being awarded pursuant to the SBE Subcontracting Program. RESPONDENT agrees to subcontract at least 5% of its prime contract value to certified SBE firms. The Subcontractor / Supplier Utilization Plan that RESPONDENT 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 RESPONDENT 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 RESPONDENT 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 RESPONDENT 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, RESPONDENT 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. RESPONDENT's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby attached and incorporated into the material terms of this Agreement. RESPONDENT 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 RESPONDENT, RESPONDENT 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 RESPONDENT's reported subcontract participation is accurate. RESPONDENT 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 RESPONDENT's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to RESPONDENT, and no new CITY contracts shall be issued to the RESPONDENT 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, RESPONDENT 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 RESPONDENT 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 Purchasing and General Services Department, which shall be clearly labeled “**Beverage Vending Services**” 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 Purchasing and General Services Department. No officer or employee, other than the City’s Risk Manager, shall have authority to waive this requirement.

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

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

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
5. Fidelity or Commercial Crime Insurance Employee Dishonesty Policy—City will be named as loss payee	\$5,000

- 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: Purchasing and General Services 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 3

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, its 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 4**BEVERAGE VENDING LOCATIONS**

Building Location	Address
1. SA MUNICIPAL AUDITORIUM	100 AUDITORIUM CIRCLE
2. CITY HALL	100 MILITARY PLAZA
3. ALAMODOME	100 MONTANA ST
4. RAMIREZ COMMUNITY CENTER	1011 GILLETTE BLVD
5. WOODARD COMMUNITY CENTER	1011 LOCKE RD
6. NORTHEAST SERVICE CTR	10303 TOOL YARD
7. BOB & JEANNE BILLA LLDC	1033 ADA
8. FERRARI LLDC	107 W RAMPART DR
9. HAMILTON COMMUNITY CENTER	10700 NACOGDOCHES
10. RIVERVIEW TOWERS	111 SOLEDAD ST
11. MUNICIPAL PLAZA	114 W COMMERCE
12. FIRE DEPT HQ	115 AUDITORIUM CIR
13. PLAZA DE ARMS	115 PLAZA DE ARMAS
14. PALM HEIGHTS COMM CENTER	1201 W MALONE
15. POLICE ACADEMY	12200SE LOOP 410
16. FRANK GARRETT CC	1226 18TH W
17. MEADOWCLIFF COMMUNITY CTR	1240 PINN RD
18. WILLIE VELASQUEZ LLDC	1302 N ZARZAMORA
19. POLICE PATROL NORTH	13030JONES MALTSBERGER
20. NEIGHBORHOOD ACTION DEPT	1400 S FLORES
21. HAUNTES LLDC	1411 GUADALUPE
22. SA NATATORIUM	1430 W DURANGO BLVD
23. GARZA COMMUNITY CENTER	1450 MIRA VISTA
24. COLUMBIA HEIGHTS	1502 FITCH
25. BITTERS BRUSH	1800 E BITTERS RD
26. TOBIN COMMUNITY CTR	1900 W MARTIN ST
27. BUSINESS DEVELOPMENT SVS CTR	1901 S ALAMO ST
28. CONVENTION CENTER	200 MARKET E
29. INTERNATIONAL CTR	203 S ST MARY ST
30. SOUTH SAN COMM CTR	2031 QUINTANA RD
31. EASTSIDE BRANCH CLINIC	210 RIO GRANDE N
32. POLICE HEADQUARTERS	214 W NUEVA
33. BOB ROSS ADULT CENTER	2219 BABCOCK RD
34. TRAFFIC SIGNAL	223 S CHERRY ST
35. SAN JUAN COMMUNITY CTR	2307 S CALAVERAS
36. HOUSTON ST GARAGE	240 E HOUSTON
37. CENTER ST PARKING	243 CENTER N
38. DORIE MILLER COMMUNITY CTR	2802 MARTIN L KING
39. CLAUDE W BLACK CC	2805 E COMMERCE
40. LIONS FIELD ADULT CENTER	2809 BROADWAY
41. LINCOLN COMMUNITY CENTER	2915 E COMMERCE ST
42. DENVER COMMUNITY CENTER	300 PORTER
43. FIRE TRAINING CTR	300 S CALLAGHAN RD
44. SOUTH LIONS COMMUNITY CNTR	3100 HIAWATHA ST
45. MARYS LLDC	3141 CULEBRA
46. SAN FERNANDO GYM	319 W TRAVIS ST

Building Location	Address
47. POLICE GARAGE FLEET	329 FRIO S
48. CENTRAL PURCHASING	329 FRIO S
49. POLICE RADIO SHOP	329 S FRIO
50. MAIN HEALTH DEPT	332 W COMMERCE ST
51. VEHICLE STORAGE LOT	3625 GROWDEN RD
52. POLICE PATROL EAST	3635 E HOUSTON ST
53. DOWNTOWN OPERATIONS #100	400 N ST MARYS
54. ST MARYS GARAGE	400 N ST MARYS ST
55. FRANK WING BUILDING	401 S FRIO
56. WARD COMM CNTR	435 E SUNSHINE
57. SOLID WASTE MGMT	4410 PIEDRAS DR W
58. ANIMAL CARE FACILITY	4710 HWY 151
59. SOUTH CENTRAL CREW QUARTERS	4719 S ZARZAMORA
60. SA MECHANICS GARAGE	4719 ZARZAMORA S
61. SA COPERNICUS COMMUNITY CENTER	5003 LORD RD
62. SA POLICE PATROL NORTHWEST	5020 PRUE RD
63. A J BENAVIDES LLDC	515 CASTROVILLE
64. POLICE PATROL CENTRAL	515 S FRIO
65. INFORMATION SVC DEPT	515 S FRIO ST
66. SA CUELLAR COMMUNITY CENTER	5626 SAN FERNANDO
67. SA JEAN YATES CC	568 RASA
68. RONALD DARNER FACILITY	5800 OLD HWY 90
69. SA MELENDREZ COMMUNITY CENTER	5919 W COMMERCE ST
70. HEMISPHERE PARK	600 HEMISPHERE PARK
71. CENTRAL LIBRARY	600 SOLEDAD ST
72. MILLERS POND COMM CENTER	6075 OLD PEARSALL RD
73. FIRE STATION #8	619 S HAMILTON ST
74. RICARDO SALINAS CLINIC	630 S GEN MCMULLEN
75. COMMANDERS HOUSE	645 S MAIN ST
76. SOLID WASTE	6802 CULEBRA RD
77. NORMOYLE COMM CENTER	700 CULBERSON AVE
78. POLICE PATROL WEST	7000 CULEBRA RD
79. NORTHWEST AUTOMOTIVE	7000 CULEBRA RD
80. POLICE PATROL SOUTH	711 MAYFIELD
81. HARLANDALE COMMUNITY CTR	7227 BRIAR PL
82. SA SOUTHEAST SERVICE CENTER	7402 S NEW BRAUNFELS AVE
83. VIRGINIA GILL CC	7902 WESTSHIRE
84. S FLORES YARD	7953 S FLORES
85. PUB HEALTH EMERGENCY PREP	8005 CHALLENGER DR
86. EMS SUPPLY	801 E HOUSTON
87. SA EOC	8130 INNER CIR
88. HEAVY EQUIPMENT	8220 LINDBURGH LANDING
89. BUILDING MAINTENANCE	8313 CADMUS ST
90. MARINA GARAGE	850 COMMERCE AVE
91. SA FIRE STATION #49	8710 MYSTIC PARK
92. BODE COMMUNITY CENTER	901 RIGSBY AVE
93. SOUTHWEST BRANCH	9011 POTEET HWY
94. SAFD STATION #41	9146 DOVER RDG

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 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: _____ E-mail: _____

Year established: _____

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

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller’s Taxpayer Number, if applicable: _____

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

DUNS NUMBER: _____

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

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

Partnership

Corporation If checked, check one: For-Profit Nonprofit

Also, check one: Domestic Foreign

Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

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

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

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

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: ____

Total Number of Current Clients/Customers: ____

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

List Related Companies: _____

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

E-mail: _____

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.: _____

E-mail: _____

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.: _____

E-mail: _____

Date and Type of Service(s) Provided: _____

RFP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, 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. Provide a description of your firm's background and relevant experience in providing services requested by this RFP.
2. List and describe a minimum of four (4) active accounts of comparable size and sales volume. For each of the accounts listed, provide the following:
 - a. Total number of vending machines.
 - b. Annual gross sales volume.
 - c. Identify key personnel assigned to each account and their role.
 - d. Contact Name and Email Address.
3. Describe Respondent's specific experience providing vending services and concession products/services.
4. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
5. If Respondent is proposing as a team or joint venture or has included subcontractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or subcontractors have worked together in the past.
6. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
7. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

RFP ATTACHMENT A, PART THREE

PROPOSED PLAN

To be submitted with Respondent's Proposal as TAB 3

Prepare and submit the following items.

A. BUSINESS PLAN:

1. Submit a detailed business plan for the first year of operations. The plan should address and include the following:
 - a. Respondent's plan to enhance current services and maximize revenues including any recommendations for additional services;
 - b. **Implementation Plan** detailing the rate at which your firm will install vending machines at each of the proposed vending locations / facilities;
 - c. **Transition Plan** from the current vendor to the selected respondent, if the current vendor is not the selected respondent, to ensure uninterrupted service.
2. Utilizing RFP Exhibit 4 - Beverage Vending Locations, indicate the properties / facilities where Respondent proposes to place vending machines. For each of the proposed vending locations, indicate the number and type(s) of vending machines to be placed at each properties / facility.
3. Provide a detailed description of the types and features of proposed vending machines to be installed, including drawings, specifications or photographs. Additionally, describe any new technologies available on proposed vending machines. Indicate number of machines that will be equipped with energy management devices and custom machine facades.
4. Respondent must provide prices for each of the proposed vending products and state any proposed adjustments to vending prices over the term of the contract. Respondent should address how they propose to assure that the prices offered are the lowest prices that the City could obtain. Identify product choices that may require the City to subsidize in order to ensure product offerings remain competitive within each area a machine is placed.

B. HEALTH PLAN:

Prepare and submit the following items.

1. Submit a detailed health plan that supports the consumption of healthy products with product offerings that includes contemporary nutritious items.
2. Provide a list of proposed vending products to include manufacturer, category, description, product volume/weight/size, nutritional information, wholesale, and vend

price. Products shall be canned or bottled fruit juices, milk, tea, water, soda water, and other non-alcoholic liquid refreshments. Note: The City encourages creative proposals such as natural or healthy beverage vending lines.

3. Identify method and process to present a pleasing product presentation style and perception of value. Submit photographic samples of advertising display signage on machines that will reflect healthy choices.
4. Provide samples of machine vending selection options that avoids duplication of product in the same machine.

C. OPERATIONAL PLAN:

1. Describe Respondent's proposed management plan for restocking machines to include schedule and procedures. Liquidated damages will be imposed upon the selected Respondent for machines that are not kept at 50% of capacity for each item sold.
2. Describe Respondent's proposed plan for the maintenance, repair, and replacement of machines during the contract period. Respondents must provide a guaranteed response time to repair malfunctioning or broken machines. Liquidated damages will be imposed upon the selected Respondent for machines not serviced within 48 hours to compensate City for the loss of revenue.
3. Provide a description of Respondent's plan to notify customers as to any down-time or inoperative machines, to include the posting of specific telephone numbers and addresses for customers to contact the Respondent regarding inoperative or damage vending machines.
4. Describe Respondents policies on refunds and specific procedures for reimbursement of money lost in machines. The emphasis and details enclosed in the proposal should be to effectively and efficiently refund customers in a timely manner.
5. Describe the proposed plan for handling cash as well as provide a detailed description of your firm's cash handling procedures.

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

RFP ATTACHMENT B
COMPENSATION SCHEDULE

To be submitted with Respondent's Proposal as TAB 4

REVENUE AND COMMISSION SCHEDULE

A. Proposed Annual Guarantee: Identify the annual guaranteed amount by contract year that Respondent will pay the City for the exclusive right to provide beverage vending services for proposed contract periods as described in Section III, Term of Contract, of this RFP. Annual guaranteed amounts shall be based upon a five (5) year contract term with two (2), two-year renewal options.

Contract Term Year	Proposed Annual Guarantee
Year 1	\$ _____
Year 2	\$ _____
Year 3	\$ _____
Year 4	\$ _____
Year 5	\$ _____
Year 6	\$ _____
Year 7	\$ _____
Year 8	\$ _____
Year 9	\$ _____
Total Guarantee Amount	\$ _____

B. Commission Payments: Identify the proposed commission payments to the City expressed as a percentage of Adjusted Metered Gross Receipts for proposed contract periods as described in Section III, Term of Contract, of this RFP. Adjusted Metered Gross Receipts are defined as the amount of computed receipts, based upon the cash sales meter readings, that should have been removed from the vending machine at the time of service, less refunds, test vends and burglaries. Commission Payments based upon a five (5) year term with two (2) two-year renewal options.

Contract Term Year	100% Fruit/Vegetable Juice	Non-Carbonated Beverage	Water	Milk	Diet Soda
Year 1	_____ %	_____ %	_____ %	_____ %	_____ %
Year 2	_____ %	_____ %	_____ %	_____ %	_____ %
Year 3	_____ %	_____ %	_____ %	_____ %	_____ %
Year 4	_____ %	_____ %	_____ %	_____ %	_____ %
Year 5	_____ %	_____ %	_____ %	_____ %	_____ %
Year 6	_____ %	_____ %	_____ %	_____ %	_____ %
Year 7	_____ %	_____ %	_____ %	_____ %	_____ %
Year 8	_____ %	_____ %	_____ %	_____ %	_____ %
Year 9	_____ %	_____ %	_____ %	_____ %	_____ %

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/efrms/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 FORM

To be submitted with Respondent's Proposal as TAB 7

Form posted as a 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 awarded a contract in response to this RFP, Respondent will be able and willing to execute a contract with the understanding that the scope and compensation provisions will be negotiated and included in the final document.
2. 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.
3. 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 2 & 3.
4. 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.
5. 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.
6. 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.
7. 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.

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions. I acknowledge that this contract has been designated a “high-profile” contract. I have read and understand the provisions regarding high profile contracts that appear on the cover page of this RFP.

RFP ATTACHMENT G

PROPOSAL CHECKLIST

To be submitted with Respondent's Proposal as TAB 12

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	
	Executive Summary (optional)	
1	General Information and References <ul style="list-style-type: none"> • RFP Attachment A, Part One 	
2	Experience, Background & Qualifications <ul style="list-style-type: none"> • RFP Attachment A, Part Two 	
3	Proposed Plan <ul style="list-style-type: none"> • RFP Attachment A, Part Three 	
<p>NOTE: Remaining items listed in Tabs 4 – 12 are required in the ORIGINAL proposal only. Additional copies are not required, unless otherwise instructed.</p>		
4	Compensation Schedule <ul style="list-style-type: none"> • RFP Attachment B 	
5	Discretionary Contracts Disclosure form <ul style="list-style-type: none"> • RFP Attachment C 	
6	Litigation Disclosure <ul style="list-style-type: none"> • RFP Attachment D 	
7	* SBEDA Forms <ul style="list-style-type: none"> • RFP Attachment E; and • Associated Certificates, if applicable 	
8	Proof of Insurability (See RFP Exhibit 2) <ul style="list-style-type: none"> • Insurance Provider's Letter • Copy of Current Certificate of Insurance 	
9	Financial Information <i>Provide two (2) sets or one (1) Electronic Copy.</i>	
10	* Signature Page <ul style="list-style-type: none"> • RFP Attachment F 	
11	Proposal Bond	
12	Proposal Checklist <ul style="list-style-type: none"> • RFP Attachment G 	
	One (1) Original, eight (8) Copies, and one (1) CD or Flash Drive 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.**