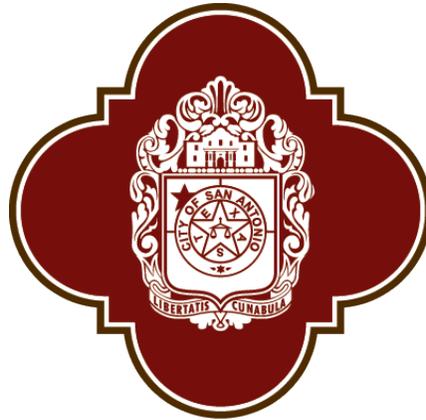


CITY OF SAN ANTONIO

CONVENTION AND SPORTS FACILITIES



**REQUEST FOR QUALIFICATIONS
("RFQ")**

RFQ-014-007

for

CATERING AND CONCESSIONS FOR THE CONVENTION CENTER

Release Date: MAY 21, 2014
Proposals Due: JANUARY 26, 2015

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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003 - BACKGROUND

The City of San Antonio Convention and Sports Facilities Department ("City") seeks Proposals from qualified respondents interested in providing food and beverage and sundry services, as well as ancillary and merchandise services at the Henry B. Gonzalez Convention Center ("Facility"), including Lila Cockrell Theater, as described in this RFQ.

The 1.3 million square foot Facility opened in 1968 and is located in downtown San Antonio, Texas. Features include: 67 meeting rooms; 4 exhibit halls with over 440,000 square feet of contiguous exhibit space; 3 ballrooms; and 36 loading docks. The Facility hosts more than 300 events each year with over 750,000 convention delegates from around the world. The Facility is owned by the City of San Antonio and is maintained by the Convention and Sports Facilities Department.

The Facility is currently undergoing a \$325 million expansion project slated to be completed by spring 2016. The expansion includes 835,000 sq. ft. of new construction and approximately 78,000 sq. ft. of renovated space. Highlights include:

- 260,000 sq. ft. of new exhibit space, for a total of over 500,000 sq. ft.
- a new 54,000 sq. ft. ballroom, which will be the largest ballroom in Texas
- an outdoor wraparound balcony showcasing San Antonio's famed River Walk
- way finding improvements
- new entrances
- new meeting, pre-function and back-of-house support spaces
- new Market Café food court and North Pre-function Grab and Go Concessions points of sale (POS)
- an outdoor Lila Café with wait staff service
- expanded kitchen

The Lila Café will be a 4,500 sq. ft. outdoor eating and event venue. The primary design and purpose of the space is to provide convention patrons a food choice and place of respite along the path between the Main Lobby to the North and the West Lobby entrance. Its convenient location similarly supports servicing events associated with the Lila Cockrell Theatre. The flexible design will accommodate a multitude of different events, from table seating, small banquets, receptions, etc. The space is further enriched via the integration of wood banquette seating built into planters to the north and counter seating built into the walls to the south. In support of those functions, the Lila Café is served by a 315 sq. ft. prep space that is an open and air-conditioned outdoor kiosk equipped with a stone hearth gas pizza oven, overhead bi-folding doors, air curtains for insect control, serving counters and two points of sale. In support of the kiosk, an immediately adjacent 1,000 sq. ft. food prep and pantry area is housed to the west inside the convention center building. For added flexibility, additional points of sale connections are provided at the north east and southwest corners of the courtyard. The approximate basic seating capacity for the primary use of the space using 16 umbrella covered four-top tables will yield 64 seats, with an additional 15 banquette seats and 12 counter seats, for a total of approximately 91 seats.

The Market Café will be a 6,300 sq. ft. indoor venue. The primary design and purpose of the space is to provide convention patrons a food choice conveniently located in the heart of the Main Lobby adjacent to Exhibit and Multipurpose Hall entrances. The space is enriched via the integration of upholstered banquette seating and full height wood screening elements that provides a comfortable place to enjoy a hot espresso or a bite to eat. In support of those functions, the Market Café is supported by a 750 sq. ft. adjacent kitchen and seven points of sale. Additionally, a 610 sq. ft. prep area is located to the east of the Café. The seating plan for the primary use of the space is 12 four-top tables and 42 two-top tables, and banquette seats, for a total of 132 seats.

The North Pre-function Grab and Go Concessions at the Facility is a 450 sq. ft. indoor venue. The primary design and purpose of the space is to provide convention patrons a food choice conveniently along the public exhibit hall corridor between the West and Main Lobby. The space is enriched via the integration of upholstered seating along the corridor that provides a comfortable place to enjoy a hot espresso or a bite to eat. The North Pre-function Grab and Go concessions are supported by 450 sq. ft. of adjacent storage space and four refrigerated display cases; an ambient display case; four beverage dispensers; one cup dispenser; condiment dispenser; beverage counter; serving counters and one point of sale. The seating plan for the primary use of the space is three four-top tables, 10 banquet, 16 booth and 30 benches, for a total of 68 seats.

004 - SCOPE OF SERVICE

The Scope of Services of this RFQ includes:

1. Exclusive food and beverage catering, restaurant and concessions sales and services, including non-alcoholic and alcoholic beverage services, employee cafeteria, and non-exclusive services customarily related to catering;
2. Non-exclusive merchandise or novelty sales and services; and
3. Exclusive sundry services, including the operation of a storefront and coat check in the lobby of the facility for the sales of miscellaneous dry goods and personal items.

The selected firm should understand and have experience in the convention center catering and concession environment. It is the expectation that the selected firm shall operate in such a manner consistent with food and beverage operating standards and best practices utilized in the hospitality industry. All food and beverages prepared and served shall be of the highest standard of quality and purity, and shall be appropriately prepared and appropriately served. The selected firm shall provide the essential elements needed to accomplish the specific requirements and standards of performance based on, generally accepted agreement standards, best practices, and the City's rules and regulations as detailed in the attached draft agreement including:

1. Qualified personnel and appearance
2. Insurance requirements
3. Sanitation practices and conditions, and equipment maintenance
4. Service quality, attentiveness, courteousness, etc.
5. Food quality, presentation, and merchandising
6. Training program techniques, schedules, and records
7. Safety conditions
8. Operational performance from a financial perspective
9. Operating requirements
10. Recordkeeping and accountability
11. SBEDA fulfillment-SBEDA requirements are an integral part of this agreement. Respondents should become familiar with these requirements.

The exclusive rights granted under the contract will extend to all portions of the interior of the Facility and any future expansions. In addition, the non-exclusive rights may extend, at the City's sole discretion, to the exterior adjacent to the Facility, that is operated or under the control of the City and used in conjunction with the Facility. The following events are excluded from these rights:

1. Annual Jimenez Thanksgiving Dinner
2. Annual HEB Feast of Sharing Christmas Dinner
3. Annual Sweetheart Dance and other community-wide City-sponsored events
4. Feld Entertainment events (only those in which promoter has exclusivity to sell competing food items such as popcorn, sno-cones and cotton candy)
5. Backstage at the discretion of City upon promoter request (Lila Cockrell Theatre)
6. Additional events at the Director or designee's discretion
7. Items and services that are sold from the onsite UPS Store business center are excluded

Unique catering requirements of individual event licensees, such as Kosher, Indian and other Ethnic Foods, not regularly prepared by the Respondent, may be excluded from these rights, at the discretion of the City.

The Employee Cafeteria currently serves up to 250 customers daily, with a complete meal priced at \$3.50, including beverage.

Vending machines are excluded and the City reserves the right to place vending machines in any employee area of the facility.

The City owns all of the major food service equipment. The successful Respondent may utilize other non-City equipment (personal or leased), but must provide the City a list of all such equipment and must replace any such equipment as City requires. The successful Respondent is responsible, at its cost, for all maintenance and service of City-owned equipment, which is supplied in good operating condition, normal wear and tear excepted.

The successful Respondent is not responsible for the repair or replacement of obsolete City-equipment, whose repair cost exceeds 85% of its fair market value. The successful Respondent is required to regularly perform a joint inventory of all City-owned equipment per City requirements. The successful Respondent may request the City remove any equipment that is no longer needed for the operations. The successful Respondent is responsible, at its cost, for replacement of all City-owned equipment that is unaccounted for after each inventory. The successful Respondent is responsible for the cost of repairing City-owned equipment damaged as a result of acts or omissions of Respondent. If the City-owned equipment is unable to be repaired, the successful Respondent is responsible for replacing the equipment with equipment of equal value and quality at Respondent's expense.

The successful Respondent is responsible, at its cost, for cleaning and maintenance in all of its assigned areas, including pest control, Ansul and venthood cleaning, maintenance and inspection, and dumpster costs. The successful Respondent must utilize City's contractors in these and other areas as specified.

The successful Respondent is responsible for responding to and remediating negative City customer surveys in a timely manner.

The successful Respondent is responsible for providing a single, robust point of sale system to manage all facets of its operations, including detailed reporting for the City on all transactional data that is PCI compliant. The current POS operates on both wired and wireless infrastructure.

The successful Respondent is responsible for providing continuous personnel training, including, but not limited to, food preparation and handling, waiting tables, customer service, and cash handling.

The successful Respondent is responsible for submitting menus, portions and pricing to the City for approval as any changes are proposed. The submittal must include comparable venue pricing as required by the City.

The successful Respondent will be required to conduct, maintain and document criminal background checks on all full and part-time staff, and to utilize only temporary labor from staffing agencies that do so as well.

The successful Respondent will be required to implement and maintain a recycling and sustainability plan consistent at a minimum with the City's regulations and policies.

The successful Respondent will be required to provide the City with **an initial payment of \$1,000,000.00** for the rights to this agreement. This is for the initial term only. An **additional payment of \$500,000 for the renewal term** will be required from the successful Respondent if the renewal option is exercised. Further, this is a commission based contract. The successful Respondent will be required to submit payment to the City on a monthly basis by the 20th calendar day of the month following the preceding month's activity. The payment must include a statement of sales and commissions. Attachment B includes a Compensation Schedule with commission percentages and capital investment required. Schedules of historic and projected events and attendance are attached as Exhibits. These schedules are provided for information purposes only and no guarantee is made by the City as to their completeness or accuracy. Failure on the part of the City to meet event projections shall not relieve the Respondent from the obligation to comply with the Agreement.

The City will provide office space for the successful Respondent's essential management staff, including General Manager, and sales, accounting and contract management staff. The City will provide the specifications for the furniture that must be purchased by the successful Respondent for this office space.

This RFQ is designed to allow Respondents the greatest amount of creativity in maximizing the facility's service levels to its customers.

005 - ADDITIONAL REQUIREMENTS

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 the Treasury's Listing of Approved Sureties (Dept. Circular 570) in the amount of the contract price or \$200,000. 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 performance bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. The performance bond must clearly and prominently display on the bond or on an attachment to the bond: (1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or (2) the toll-free telephone number maintained by the Texas Department of Insurance pursuant to §521.051, Texas Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number. This bond must be executed and delivered to City prior to commencement of work under this contract.

Ownership and Licenses.

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

The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

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

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

006 - TERM OF CONTRACT

The anticipated term of the proposed contract is 10 years commencing January 1, 2016 and terminating December 31, 2025. The City shall have the option to renew for an additional five (5) years upon City Council approval.

007 - PRE-SUBMITTAL CONFERENCES

The **first** Pre-Submittal Conference will be held at the Henry B. Gonzalez Convention Center, 200 East Market Street, San Antonio, TX 78205 at 10:00 a.m., Central Time, on **June 19, 2014**. Respondents are encouraged to prepare and submit their questions in writing 7 calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at

the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged. A site visit will be conducted of the Convention Center immediately following the Pre-Submittal conference.

A **second** Pre-Submittal Conference will be held at the Henry B. Gonzalez Convention Center, 200 East Market Street, San Antonio, TX 78205 at 10:00 a.m., Central Time, on **July 8, 2014**. Respondents are encouraged to prepare and submit their questions in writing 7 calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged. A site visit will be conducted of the Convention Center immediately following the second Pre-Submittal conference.

One (1) additional Pre-Submittal Conference will be held at the Henry B. Gonzalez Convention Center, Room 207, 200 East Market Street, San Antonio, TX 78205 at 2:00 p.m. Central Time, on Monday, December 1, 2014. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. The Henry B. Gonzalez Convention Center is wheelchair accessible. The accessible entrance is located at 200 East Market Street. Accessible parking spaces are located at 200 East Market Street. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

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

008 - PROPOSAL REQUIREMENTS

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

Respondents must submit a hard copy proposal. Submit one original, signed in ink and thirteen (**13**) copies of the proposal and one compact disk (CD) containing an Adobe PDF version of the entire proposal. Each of the items listed below must be labeled with the heading indicated below as a separate file on the CD.

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

GENERAL INFORMATION FORM. Use the Form found in this RFQ as Attachment A, Part One.

EXPERIENCE, BACKGROUND & QUALIFICATIONS: Use the Form found in this RFQ as Attachment A, Part Two

PROPOSED PLAN. Use the Form found in this RFQ as Attachment A, Part Three.

COMMISSION SCHEDULE. Use the Commission Schedule that is found in this RFQ as Attachment B.

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

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

Instructions for completing the Contracts Disclosure form:

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

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

LITIGATION DISCLOSURE FORM: Complete and submit the Litigation Disclosure Form, found in this RFQ 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.

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM(S). Complete, sign and submit any and all SBEDA form(s), found in this RFQ as Attachment E.

LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE IDENTIFICATION FORM. Complete, sign and submit LPP Identification Form found in this RFQ as Attachment F.

VETERAN-OWNED SMALL BUSINESS (VOSB) IDENTIFICATION FORM. Complete, sign and submit VOSB form found in this RFQ as Attachment G.

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 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 **\$25,000**. The Proposal Bond shall be valid for 180 days following the deadline for submission of bids. 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, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. A letter of credit is acceptable, but cashier's checks are not acceptable. The proposal bond **must** accompany the proposal. Any proposals received without a Proposal Bond will be deemed non responsive.

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 RFQ if awarded a contract in response to this RFQ. Respondent shall also submit a copy of their current insurance certificate.

FINANCIAL INFORMATION. Due to the anticipated investment and length of resultant contract between the parties, audited financial statements are preferred. In the event audited financial statements are not available, state the reason why. If audited financial statements are not available, Respondents may submit other financial statement(s) or documentation, such as a Trial Balance Income Statement along with the most recent Annual Tax Submission that validates and ensures the long term financial viability of the organization. Failure to provide requested information may impact your firm's final score. 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. If voluminous, RESPONDENT may elect to provide this information on a CD, labeled to indicate its contents, so long as the CD is provided by the deadline for submission of proposals and submitted in accordance with instructions for submission of hard copy proposals.

SIGNATURE PAGE: Respondent must complete, sign and submit the Signature Page found in this RFQ as Attachment H. 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.

EXCEPTIONS TO REQUEST FOR QUALIFICATIONS (RFQ) TERMS AND CONDITIONS. Submit any exceptions to terms and conditions in RFQ. Submit as RFQ Attachment I.

JOINT VENTURE INFORMATION FORM. Submit as RFQ Attachment J

PROPOSAL CHECKLIST: Complete and submit the Proposal Checklist found in this RFQ as Attachment K.

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

009 - CHANGES TO RFQ

The City reserves the right to make changes to the RFQ prior to the due date. Changes to the RFQ, shall be made by issuing addendums. It is Respondent's responsibility to check for new addendums until the proposal due date.

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

010 - SUBMISSION OF PROPOSAL

All proposals must be submitted in hard copy format.

Submission of Hard Copy Proposals.

Respondent shall submit one original signed in ink, 13 hard copies and one copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "**Catering and Concessions for the Convention Center, RFQ**" on the front of the package. The name and address of Respondent, the due date for submission of proposals, RFQ number and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

Proposals must be received in the Office of the City Clerk no later than 11:00 a.m., Local Time, on January, 26, 2015 at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the Office of the City Clerk by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

Office of the City Clerk
Attn: Convention and Sports Facilities
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

Office of the City Clerk
Attn: Convention and Sports Facilities
100 Military Plaza
2nd Floor, City Hall San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. Place proposal inside a three ring binder or other securely bound fashion. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aids, 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, in the case of hard copy submissions, printed two-sided. Margins shall be no less than 1" around the perimeter of each page. A proposal response to RFQ Attachment A, Part One - 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 RFQ Section 008 - Proposal Requirements, and each section and attachment must be indexed, divided by tabs and indexed in a Table of Contents page. Each section should be separate on the CD. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

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

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

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

Correct Legal Name.

Respondents who submit proposals to this RFQ 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 RFQ as Attachment A, Part One.

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

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

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

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

011 - RESTRICTIONS ON COMMUNICATION

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

Exceptions to the Restrictions on Communication with City employees include:

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

Respondents may submit written questions concerning this RFQ to the Staff Contact Person listed below until **10 a.m.**, Local Time, on **Monday, January 12, 2015**. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

Adam Velez, Procurement Specialist 3
City of San Antonio, Finance Department
Adam.Velez@sanantonio.gov

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

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form. The point of contact is Celeste Flores. Ms. Flores may be reached by telephone at (210) 207-8110 or by e-mail at celeste.flores@sanantonio.gov. *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

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

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

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

012 - EVALUATION OF CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFQ. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFQ. 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:

Experience, Background, Qualifications **(40 points)**

Proposed Plan **(25 points)**

Small Business Economic Development Advocacy Program SBEDA – **M/WBE Joint Venture Program– up to 20 pts.**

Respondents that qualify as Joint Ventures and which include M/WBE partners will receive up to 20 Evaluation Preference Points. The allocation of Points shall be as follows:

- i. 20 Points for Joint Ventures wherein the M/WBE Joint Venture partner is performing 50% or greater of the overall contract value;
- ii. 15 Points for Joint Ventures wherein the M/WBE Joint Venture partner is performing from 40% up to 49% of the overall contract value;
- iii. 10 Points for Joint Ventures wherein the M/WBE Joint Venture partner is performing from 25% up to 39% of the overall contract value;
- iv. 5 Points for Joint Ventures wherein the M/WBE Joint Venture partner is performing from 10% up to 24% of the overall contract value; and

No Evaluation Preference Points will be awarded for: (1) Joint Ventures wherein the M/WBE Joint Venture partner is performing less than 10% of the overall contract value; or (2) for M/WBE participation as Subcontractors.

Joint Venture Respondents interested in receiving Evaluation Preference Points must submit executed Joint Venture agreements that clearly delineate the rights and responsibilities of each member or partner and that ensure that the Joint Venture shall continue for, at a minimum, the duration of the project. Further, Joint Venture agreements shall include:

- i. The initial capital investment of each Joint Venture partner;
- ii. The proportional allocation of profits and losses to each Joint Venture partner;
- iii. The sharing of the right to control the ownership and management of the Joint Venture;
- iv. Actual participation of the Joint Venture partners on the project;
- v. The method of, and responsibility for, accounting;
- vi. The method by which disputes are resolved; and
- vii. Responsibilities for insurance coverage.

Joint Ventures may submit agreements for pre-approval no later than 14 calendar days prior to the proposal submission deadline. Otherwise, agreements must be submitted with Respondents' proposals. A response submitted by a Joint Venture that does not include a satisfactory written Joint Venture agreement in accordance with the requirements of this section shall not receive any Evaluation Preference Points.

Local Preference Program (10 Points)

10 evaluation points for local businesses headquartered for one year or more within the incorporated San Antonio city limits,

OR;

5 evaluation points for a business with an office within the incorporated limits of the City, which has been established for one year or more, from which at least 100% of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based; and from which a substantial role in the business's performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

Veteran Owned Small Business Preference Program (VOSBPP) Ordinance - 5 points

5 evaluation points for a prime business that is certified as a veteran-owned small business.

013 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

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

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

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

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

City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFQ 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.

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

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

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

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

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City's Ethics Code. (Contracts Disclosure form may be found online at:

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

Independent Respondent. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for RESPONDENT's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

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

014 SCHEDULE OF RFQ EVENTS

Following is a list of **projected dates** with respect to this RFQ:

RFQ Release Date	May 21, 2014
Pre-Submittal Conference #1	June 19, 2014 at 10:00 a.m. central time
Pre-Submittal Conference #2	July 8, 2014 at 10:00 a.m. central time
Pre-Submittal Conference #3	December 1, 2014 at 2:00 p.m. central time
Final Questions Accepted	Monday, January 12, 2015 at 10:00 a.m. central time
Proposal Due Date	Monday, January 26, 2015 at 11:00 a.m. central time

015 - RFQ EXHIBITS

RFQ EXHIBIT 1

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 Contractor to commit in its response, through fully-documented and signed SBO-promulgated Subcontractor/Supplier Utilization Plan form, to satisfying the SBE subcontracting goal shall render its response NON-RESPONSIVE.

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

Exception Request - A Respondent may, for good cause, request an Exception to the application of the SBEDA Program if the Respondent submits the *Exception to SBEDA Program Requirements Request* form (available at <http://www.sanantonio.gov/SBO/Forms.aspx>) 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 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development (EDD) website page and is also available in hard copy form upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of this Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual

established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

C. Definitions

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

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

Centralized Vendor Registration System (CVR) – a mandatory electronic system wherein the City requires all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

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.

Evaluation Preference – an API that may be applied by the Goal Setting Committee (“GSC”) to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime contractors or Respondents.

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

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

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

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

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

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

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

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

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

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

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

Points – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, and Other Services contracts (e.g., up to 10 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

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.

Responsive – a firm's submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

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.

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

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

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

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

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

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

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

D. SBEDA Program Compliance – General Provisions

As 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.
8. RESPONDENT acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the RESPONDENT and each of

its Subcontractors for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System, and RESPONDENT has represented to CITY which primary commodity codes each registered Subcontractor will be performing under for this contract.

E. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiatives 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:

M/WBE Joint Venture Program. In accordance with SBEDA Ordinance Section III. D. 6. (c), this Professional Services contract is being issued pursuant to the M/WBE Joint Venture Program. Therefore, the documentation that RESPONDENT submitted with its proposal for this CITY Professional Services contract reflecting the name or names of the M/WBE Joint Venture partner(s) that will participate on the project; the percentage of prime contract dollars and the absolute dollar value of the services that will be provided by each M/WBE Joint Venture partner; and a description of the work that each M/WBE Joint Venture partner shall be responsible for performing under the terms of the Joint Venture agreement with RESPONDENT is hereby attached and incorporated by reference into the material terms of this Agreement. In the absence of a waiver granted by the SBO, failure of RESPONDENT to attain this agreed-upon level of M/WBE Joint Venture participation in performing a Commercially Useful Function under 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 of M/WBE Joint Venture participation, 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.

SBE Subcontracting Program. In accordance with SBEDA Ordinance Section III. D. 5. (a), this contract is being awarded pursuant to the SBE Subcontracting Program. RESPONDENT agrees to subcontract at least **twenty percent (20%)** of its prime contract value to certified **SBE** firms headquartered or having a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA). 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; **and**

M/WBE Subcontracting Program. In accordance with SBEDA Ordinance Section III. D. 6. (b), this contract is being awarded pursuant to the M/WBE Subcontracting Program. RESPONDENT agrees to subcontract at least **fourteen percent (14%)** of its prime contract value to certified M/WBE firms headquartered or having a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA). 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 M/WBE 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 M/WBE Subcontractor, and documentation including a description of each M/WBE Subcontractor's scope of work and confirmation of each M/WBE 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 **M/WBE 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 **M/WBE 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.

Subcontracting Diversity: The City of San Antonio strongly encourages each bidder to be as inclusive as possible, and to reach out to all segments of the M/WBE community in its efforts to exercise good faith in achieving the **SBE subcontracting goal of 20%** and **M/WBE subcontracting goal of 14%** that have been established for this contract. While the relative availability of ready, willing, and able firms within various ethnic and gender categories will vary significantly from contract to contract based upon the particular trades that are involved, overall in the San Antonio Professional Services industry, as reflected in the City's Centralized Vendor Registration system for the month of **April 2014**, African-American owned firms represent approximately 2.66% of available subcontractors, Hispanic-American firms represent approximately 8.30%, Asian-American firms represent approximately 0.93%, Native American firms represent approximately 0.09%, and Women-owned firms represent approximately 4.48% of available professional services industry subcontractors.

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 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).

RFQ EXHIBIT 2

INSURANCE REQUIREMENTS

1. 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 Convention and Sports Facilities Department, which shall be clearly labeled "**Catering and Concessions for the Convention Center**" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Convention and Sports Facilities Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

2. 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.

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

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises operations	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability

b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	Coverage f. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
5. Commercial Crime Policy	\$100,000 per occurrence
6. Liquor Legal Liability	\$1,000,000 per occurrence

4. 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 Respondent and City as additional insureds. Respondent shall provide City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.
5. As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). 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
Convention & Sports Facilities
Attn: Fiscal Division
P.O. Box 1809
San Antonio, Texas 78296-1809

6. Respondent agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
7. Name City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with City, with the exception of the workers' compensation and professional liability policies;
 - a. Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy;
 - b. Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of City; and
 - c. 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.

8. 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.
9. In addition to any other remedies 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, 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.
10. Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payment of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under this Agreement.
11. It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by City for liability arising out of operations under this Agreement.
12. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of City shall be limited to insurance coverage provided.
13. Respondent and any subcontractors are responsible for all damage to their own equipment and/or property.

RFQ EXHIBIT 3

INDEMNIFICATION REQUIREMENTS

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, contractor 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.

RFQ EXHIBIT 4

LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio (City) to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, by Ordinance No. 2013-03-21-0167, effective for solicitations issued after May 1, 2013.

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

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

RFQ EXHIBIT 5

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE

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

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

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

RFQ EXHIBIT 6

PROJECTED EVENTS, ATTENDANCE AND SALES

INCLUDED IN EXCEL EXHIBITS ATTACHED

RFQ EXHIBIT 7

PROJECTED OPERATING PROFORMA

INCLUDED IN EXCEL EXHIBITS ATTACHED

RFQ EXHIBIT 8

HISTORICAL FINANCIAL DATA

INCLUDED IN EXCEL EXHIBITS ATTACHED

RFQ EXHIBIT 9

MANAGEMENT STAFFING

INCLUDED IN EXCEL EXHIBITS ATTACHED

RFQ EXHIBIT 10

CURRENT EQUIPMENT

SEE ATTACHMENT

RFQ EXHIBIT 11

EXISTING MENUS

SEE ATTACHMENT

RFQ EXHIBIT 12

DRAFT AGREEMENT

SEE ATTACHMENT

**016 - RFQ ATTACHMENTS
RFQ ATTACHMENT A, PART ONE**

GENERAL INFORMATION

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

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

Respondent Name: _____

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

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

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____

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

DUNS NUMBER: _____

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

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

Partnership

Corporation If checked, check one: For-Profit Nonprofit

Also, check one: Domestic Foreign

Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

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

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

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

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

List Related Companies:

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ___ No ___

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

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

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

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

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

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

Years _____ Months _____

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

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

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

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

Years _____ Months _____

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

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

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

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

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

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

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

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

11. Previous Contracts:

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

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

-
- b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?
Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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

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

REFERENCES

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

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email Address: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email Address: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email Address: _____

Date and Type of Service(s) Provided: _____

**RFQ ATTACHMENT A, PART TWO
EXPERIENCE, BACKGROUND, QUALIFICATIONS**

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

1. Background of Respondent and support personnel, including professional qualifications and length of time working in Respondent's capacity. Include résumés with client references of three proposed full-time general managers and one proposed candidate for all other management positions for services that Respondent proposes to perform and Respondent's salaries and bonus programs for each key position assigned to the account. The Respondent must have their choice of the general manager at any oral presentation required by City. The general manager candidate may be interviewed privately prior to the Respondent's presentation.
2. Relevant experience of Respondent as it relates to the scope of services contemplated by the RFQ.
3. Specific experience with public entity clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.
4. Other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
5. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.
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.
8. If Respondent has had experience in working as a member of a joint venture or team, describe that experience, including the type of project for which the joint venture or team was formed.
9. List of Corporate Officers and their experience in the industry.
10. History of Catering Performance including references from Catering Customers and instances where refunds had to be made or price reductions had to be implemented to correct Respondent's performance over the last three years.
11. List of Clients: A list of other clients similar to the Facility that the Respondent serves or has served in the past five (5) years. Please provide detailed information, e.g , name, address, and telephone number of the Client, length of time, size of Client, number and type of events, annual sales and attendance. Indicate what services are provided, i.e., Catering, Concessions, Restaurants, Merchandise, etc.

BROCHURES: Include brochures and other relevant information about Respondent you wish the City to consider in its selection.

**RFQ ATTACHMENT A, PART THREE
PROPOSED PLAN**

Prepare and submit the following items.

Operating Plan - Describe the proposed plan to conduct operations in a first class manner at the Facility.

1. Quality Control: Because the highest level of culinary quality and service is imperative for this Facility to be successful in its marketplace, the Respondent must have food operation and sanitation management that complies with City's inspections and requirements. The Respondent must propose an impartial quantitative mechanism to evaluate its level of services, menu and overall quality. At a minimum, the Respondent must maintain an 80% favorable rating or better in the aggregate on all customer surveys, focus groups or other testing methods used by an independent third party, exclusive of pricing. Failure on the part of the Respondent to reach that City-approved level of customer satisfaction will allow City to terminate the Agreement.
2. Key Performance Indicators: Provide detailed and specific key performance indicators that you will be evaluated by during the agreement. Include samples of such performance criteria from other venues, including without limitation: Client exit interviews of customers, caterer surveys, secret shopper services, internal audits, customer focus groups, standard transaction time performance standards, employee training standards etc.
3. Proposed menus for all Foodservices in the Facility, showing portion sizes and proposed selling prices in 2014 dollars. Include Alcoholic Beverages, Catering, Concessions, and Restaurants. All Catering and Restaurant prices must include the cost of linen, china and flatware. Pricing must be competitive with similar facilities in the region.
4. Branded and other Subcontracted Products Plan: Describe how Branded Products, whether local or national, and local Subcontractors should be handled and how they will impact sales and profits. Detail other facilities where the Respondent uses Branded Products and/or local Subcontractors and any unique financial arrangements with these Brands and Subcontractors.
5. Foodservice spaces Plan. Renderings or brochures of proposed Respondent areas, menu boards, portable carts and uniforms may be submitted, but are not required.
6. Technology Plan: The Respondent shall indicate how they will utilize technology to improve service and quality of their operations.
7. Organizational Plan: An organizational chart showing all full-time and hourly positions including Not For Profit Volunteer groups. Include details of all salaries, bonus, benefits, insurance, vacation, and sick-leave programs for which the full-time and hourly staff are eligible. Include a copy of the employee training manual, employee handbook, and drug-use policy.
8. Staffing Plan guidelines for each job; e.g., 1 concession server per 75 attendees, 1 bartender per 50 guests, 1 server per 100 customers, etc. Indicate proposed pay scales and gratuity allocation for all hourly employees.
9. Training Program Plan: Describe all of the Respondent's available training programs including the Respondents' current Alcohol Management and Customer Service Training Programs that are regularly used at other accounts. Indicate the proposed general manager's experience in administering these training programs. Indicate the number of hours and course content required of all employees and group workers prior to working events and during the course of each year. Please include measurable results of your training program.
10. Organization and Operation of the Respondent: Provide a narrative description and organizational chart, outlining the proposed on-site management, method of operation, operational structure, and support services to be provided by the Respondent's corporate or main office, including details of transitional plan to become operational at the Facility including hiring of key employees, coordination of product supply, procedure/policy development, etc.

11. Event Information Recaps: Provide samples of event information recaps, daily and monthly statements, etc. that will be furnished to City during the term of this Agreement. Include forms from computerized cash registers.
12. Maintenance Plan: Describe plan to ensure maintenance of all foodservice equipment throughout term of the contract.
13. Marketing Plan: Describe plan to market the Facility, including community outreach and utilization of specific media as directed by the Convention Center. Identify minimum annual expenditures to be dedicated to marketing efforts.
14. Additional Information - Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

RFQ ATTACHMENT B
COMMISSION SCHEDULE

Category	Commission Percentage of Gross Revenue
Catering Sales (including linen and equipment rental, flowers, coat check, etc.)	28.5%
Café/Restaurant Sales (including sundry store sales)	27%
Concessions Sales	35%
Merchandise Sales and Subcontractor Income (Third Party Net Income)	50%
Capital Investment * To include a minimum of \$1,000,000 paid to City at commencement of agreement, plus Respondent's own POS system, office furniture, equipment and computers, uniforms, smallwares and serviceware for 10,000 customers.	\$

* Provide additional pages detailing investment.

**RFQ ATTACHMENT C
CONTRACTS DISCLOSURE FORM**

Contracts Disclosure Form may be downloaded at:

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

Instructions for completing the Contracts Disclosure form are listed below:

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

**RFQ ATTACHMENT D
LITIGATION DISCLOSURE FORM**

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

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

RFQ ATTACHMENT E

SBEDA FORM(S)

Utilization Plan

(Posted as a separate document)

RFQ ATTACHMENT F

LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM

(Posted as a separate document.)

RFQ ATTACHMENT G

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM IDENTIFICATION FORM

(posted as separate document)

RFQ ATTACHMENT H

SIGNATURE PAGE

Respondent, and co-Respondent, if any, must complete City's Certified Respondent Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at:

<http://www.sanantonio.gov/purchasing/>.

By submitting a proposal, Respondent represents that:

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.

If awarded a contract in response to this RFQ, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFQ Exhibits 2 & 3.

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

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

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

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.

(S) he is authorized to submit this proposal on behalf of the entity.

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions

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

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

Firm Entity Name

Signature: _____

Printed Name: _____

Title: _____

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

RFQ ATTACHMENT I

EXCEPTIONS TO RFQ

(Please list any exceptions to the terms and conditions of the RFQ)

RFQ ATTACHMENT J
JOINT VENTURE INFORMATION FORM

(posted as separate document)

**RFQ ATTACHMENT K
PROPOSAL CHECKLIST**

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFQ Attachment A, Part One	
Experience, Background & Qualifications RFQ Attachment A, Part Two	
Proposed Plan RFQ Attachment A, Part Three	
Compensation Schedule RFQ Attachment B	
Contracts Disclosure form RFQ Attachment C	
Litigation Disclosure RFQ Attachment D	
* SBEDA Form RFQ Attachment E; and Associated Certificates, if applicable	
Local Preference Program Form RFQ Attachment F	
Veteran-Owned Small Business Preference Program (VOSB) Identification Form RFQ Attachment G	
Proposal Bond and Associated Power-of-Attorney	
Proof of Insurability (See RFQ Exhibit C) Insurance Provider's Letter Copy of Current Certificate of Insurance	
Financial Information	
* Signature Page RFQ Attachment H	
Exceptions to RFQ RFQ Attachment I	
Joint Venture Information Form RFQ Attachment J	
Proposal Checklist RFQ Attachment K	
Projected Events, Attendance and Sales RFQ Exhibit 6	
Projected Operating Proforma RFQ Exhibit 7	
Management Staffing RFQ Exhibit 9	
One (1) Original, thirteen (13) copies and one (1) CD 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.