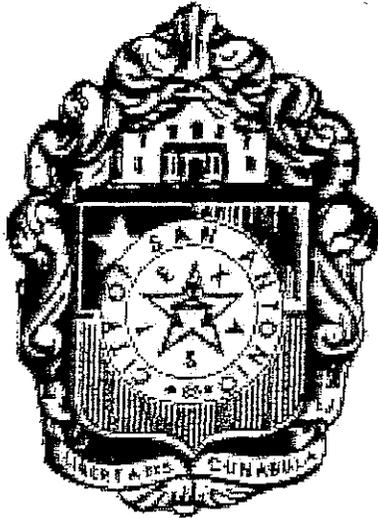


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**EXHIBIT I: CITY'S RFP**

CITY OF SAN ANTONIO  
SAN ANTONIO POLICE DEPARTMENT



REQUEST FOR PROPOSAL  
("RFP")

for

TOWING SERVICES CONTRACT

Issued: *Tuesday, May 27, 2008*

Proposals Due: *Tuesday, July 1, 2008 – 3:00 p.m.*

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## I. BACKGROUND

The City of San Antonio ("City"), through the San Antonio Police Department ("SAPD"), invites the submission of proposals from experienced, state licensed and qualified wrecker service companies to provide towing services for the City. The City dispatches approximately 35,160 non consent tows each year (Non-City Vehicles). Additionally, there are approximately 6,000 City vehicles tows including, but not limited to, police vehicles, other administrative sedans and garbage trucks. This RFP does not include towing of junked vehicles, pursuant to the City's nuisance abatement program contained in Chapter 19 of the City Code.

Selected Respondent's primary objectives for submitting a proposal shall be tantamount to the City's objectives which are:

1. Providing for the safety of Officers and citizens.
2. Ensuring 30 minute responses times through-out the City.
3. Standardization of services and rates for all non-consent tows.
4. Transparent operational and managerial business methods
5. Record automation – handheld data collector terminals.
6. Vehicles equipped with Automated Vehicle Locator (AVL) devices and Global Positioning Systems (GPS).

The City is seeking up to six (6) qualified contractors to provide prompt, reliable and efficient towing services for up to six (6) Zones for the entire City. The City is seeking a minimum of two (2) and a maximum of six (6) qualified contractors. Selected Respondent's will not be awarded more than three (3) zones. The City encourages respondents to submit proposals with alternative towing operation approaches. Each contractor will provide two (2) types of towing services:

- 1) Incident Management [IM] and
- 2) City Owned Vehicle [COV] tows.

The City invites Respondent(s) to submit alternative approaches to towing operations. All alternative approaches will be considered in the evaluation process. Alternative approaches include but are not limited to:

1. Individual Towing Companies
2. Consortiums of Towing Companies
3. Management Companies who Supervise Subcontractors

The selected Respondent(s) awarded the Central Zone will provide an approved downtown storage lot capable of holding seventy-five (75) City dispatched vehicles in accordance with the following specifications.

*Note: These are estimates provided for informational purposes only. No guarantee of quantities is given or implied by release of this RFP or award of any contract. The selected Respondent will provide service as required based on need.*

## II. SCOPE OF SERVICES

The City is soliciting proposals for the provision of towing services along with related administrative services for the City in accordance with the following specifications, requirements and conditions, including the provision of all labor, equipment and materials, and to perform all necessary work for the removal from public streets, ways or other public property in the City of San Antonio, vehicles which have been abandoned, have been involved in collisions, have been parked in violation of the law, have to be checked for evidence, including recovered stolen vehicles and/or vehicles belonging to prisoners. Services include removal of such vehicles from private property when directed by the Chief of Police or his duly authorized representative. Services shall also include the towing of designated City owned vehicles and relocation of vehicles as directed by the Chief of Police or his designated representative.

Services shall also include the clean up and/or containment of all debris and materials, (excluding hazardous materials) from the accident scene, City right of way, and where necessary, state right of way, as well as from private property where directed by the Chief of Police, his or her designated representative, or the Department Director, or his or her designated representative who requested the towing services.

The selected Respondents will be required, at a minimum, to comply with the terms and conditions set forth in this RFP and to provide towing services in compliance with all local, state, and federal laws.

### A. Minimum Qualifications

The City has established the following Minimum Qualifications for the wrecker towing services. Respondents who do not meet all of the Minimum Qualifications defined in this section will not be considered for award. The City, in its sole discretion, will determine if a Respondent meets the

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qualifications and will base the decision on the information included in the Respondent's proposal submitted as well as through investigations conducted by City staff.

1. Minimum of five (5) years continuous experience, within the last seven (7) years, to include but not limited to ownership, management and/or operation of a similar business organization as described within this RFP.
  - a. Generally, this means that the business by which experience is claimed should be consistent with the proposed services; should have experience (individually or collectively) with over 4,000 tows annually.
  - b. Additionally, each Respondent will attach Statements of Financial Stability. The City prefers audited Financial Statements but is also willing to accept official justifiable data which substantiates historical financial stability.
  - c. Respondents must not be in default or arrearage under any previous or existing contract(s) with the City, the State or any other political subdivision of the State of Texas. The City reserves the right to disqualify any respondent, or any constituent entity of respondent, that has pending litigation, claims or debt with the City, or if such proposal includes a proposed subcontractor, sub-lessee or supplier that has pending litigation, claims or debts which may adversely affect the ability of the parties to work efficiently and effectively under the contract contemplated by the RFP.

**B. Towing Operations**

1. Propose procedural operations for twenty-four (24) hour service, specific to zone(s), including weekends and holidays.
2. **Towing Zones:** It is the City's intent to award this contract to up to six (6) contractors, one for each towing zone (Attachment I). Selected Respondent's will not be awarded more than three (3) zones. The City, however, reserves the right to award this contract to any number of contractors, in whole or in part, whichever is in the best interest of the City.

Towing Zone Designations are specific to Police Department substations as follows:

- North Zone
- East Zone
- South Zone
- Prue Zone
- Central Zone
- West Zone

Substation boundaries are subject to change during the contract period at the discretion of the Chief of Police or his authorized designee.

**C. Estimated Quantities**

Current contract volumes are as follows:

Zone(s)	Approximate Annual Tows
Central	5,832
West	6,888
South	4,068
Prue	7,272
North	7,416
East	3,684
City owned vehicles	6,000
Approximate Total of Annual Tows	41,160

1. Each selected Respondent(s) shall be available to the City as a back up for the other, at the City's discretion.

**D. Dispatching Wrecker Service Calls**

1. Propose a plan for dispatching wrecker service calls. Also propose a detailed Emergency Contingency Plan.

**E. Response Time**

1. Propose a detailed approach to ensure thirty (30) minute response time for all calls.

**F. Documentation**

1. Propose an automated plan using handheld mobile computer devices which act as a portable data collector terminal capable of capturing an Officer's signature and printing a receipt at the dispatch location.
2. City reserves the right to audit selected Respondent(s) books and records which the City determines relevant for the purpose of determining compliance with the Contract. Selected Respondent(s) shall maintain their books and records in sufficient detail to allow determination of compliance with the Contract and to include sales revenue, taxes, and refunds. City reserves the right to require that any and all such books and records be submitted for audit to the City or to a CPA selected by the City or any other City designee.

**G. Performance and Operational Requirements**

1. Propose procedures for towing all vehicles to the City's Vehicle Storage Facility located at 3625 Growdon Road.
2. Propose effective processes, policies and procedures which address agreeable actions to the instructions/directions of the City's VSF operation/management contractor.
3. Propose methodologies for obeying, complying and following all state and federal laws, regulations and City ordinances while performing services.
4. Propose procedures for acquiring uncollected towing fees.

**H. State Licensed Vehicle Storage Facilities**

1. Provide supporting documentation, policies, procedures and methodologies involving a State Licensed Vehicle Storage Facility, operated and managed by selected Respondent's, located within one (1) mile of the Downtown area for vehicles impounded in that area; which has the capacity to store no less than 75 City

impounded vehicles; and is staffed on a 24-hour basis to provide impounded release services. This section only applies to proposals for the Central zone.

I. Wrecker Drivers

1. Propose a detailed wrecker driver staffing plan to include supporting documentation of policies and procedures which justify the number of wrecker drivers assigned to a specific zone.

J. Driver Approval, Inspections and Badging

1. Propose methodologies used to ensure wrecker drivers meet all criteria set forth by the Texas Department of Licensing and Regulation (TDLR) and how the information will be provided to the City.

K. Driver Criminal Background Check

1. Propose methodologies used to ensure the public safety and welfare specifically concerning wrecker drivers. The proposal must include:
  - a. written authorization from all wrecker drivers permitting the City to conduct a background and criminal history check on the drivers.
  - b. that wrecker drivers are required to obtain a written statement from SAPD certifying that the wrecker driver is not a sex offender registered with the Texas Department of Public Safety and that the records reviewed by SAPD indicate that the wrecker driver has not been convicted of any sexual offense or any offense against a child as defined by applicable law.
  - c. a wrecker driver's permission to operate under the contract shall be denied or withdrawn when the wrecker driver:
    - i. Is under indictment or has been convicted or granted deferred adjudication that has not resulted in a dismissal for the offense of criminal homicide including murder, capital murder, manslaughter, but excluding criminally negligent homicide; during the seven years immediately preceding the application, the applicant was convicted or granted deferred adjudication for the offense of criminal homicide,

including murder, involuntary manslaughter, criminally negligent homicide, rape, sexual abuse, sexual assault, sale or possession of illegal drugs, robbery or felony theft;

- ii. Is under indictment or charged by information or complaint or convicted or granted deferred adjudication that did not result in dismissal for any offense involving fraud or theft, the unauthorized use of a vehicle, violation of any state or federal laws regulating firearms, violence to any person except conduct classified as no greater than a Class C misdemeanor offense under state law prostitution or the promotion of prostitution, sexual assault, sexual abuse, lewdness or indecency, for use, sale or possession of drugs, driving while intoxicated, or any job-related offense.
- c. Is on probation, parole, or mandatory supervision for an offense noted herein;
- d. Has falsified or materially altered or omitted pertinent information in any governmental record, including an application for wrecker driver;
- e. Has been convicted of four (4) or more moving violations of the traffic laws of this state or any other state within the twelve (12) month period immediately preceding the date of application;
- g. Has two (2) suspensions pursuant to the provisions of this contract within any twelve-month period; Has not met the requirements as set forth in the contract or as set forth by federal, state and local rules and regulations;
- h. Was suspended from operating pursuant to the prior contract with the City within three (3) years preceding the date of application;
- i. Does not provide all the required information in the application or renewal and any documentation required to be provided with the application or renewal, including the statements requested above specific to sex offender registration and sexual abuse of a child.

L. Wrecker Driver Personnel

1. Propose a procedure which establishes a 12 hour work rule within any 18 hour period for all wrecker drivers.
2. Propose plans for furnishing the City with a daily list of on-duty wrecker drivers.
3. Propose plans for ensuring wrecker drivers wear company uniforms, be well groomed and clean, and be prompt and courteous in order to provide services pursuant to the awarded contract.

**M. Equipment**

1. Propose a plan which will justify selected Respondent's equipment choices for specific zones.
2. Propose a plan to include policies and procedures used to maintain equipment.

**N. Parking Violations**

1. Propose a plan for remitting Parking Enforcement Hearing Appearance Bond money, from the person retrieving a vehicle towed because of outstanding parking citations, to the Municipal Court Director on a regular schedule.

**O. City Tows**

1. The City may utilize City wreckers on City property to tow City-owned vehicles from City Property or public streets or for second tows of all vehicles, at its sole discretion.

**P. Safety, Training, Certifications, Registrations and Continuing Education**

1. Propose a plan which provides for the safety and well being of all personnel employed by selected Respondent(s).
2. Propose a plan to comply with the Occupational Safety and Health Act (OSHA).
3. Propose a plan to ensure all wrecker operators/drivers are TDLR approved and receive required Continuing Education to renew their Incident Management Towing Operator's License.

R. Complaint Resolution Process

1. Propose a plan to address customer complaints.

S. Information and Communications Technology

1. Propose a plan equipping all wrecker service vehicles with Automated Vehicle Locator (AVL) tracking devices which utilize Global Positioning Systems (GPS).
2. Propose a plan using automated systems which are compatible and interface with the City's software/hardware technology. The City utilizes the following software/hardware and selected Respondent(s) must ensure all technology is compatible:

<b>Software/Hardware</b>	<b>Version</b>
Oracle	10g
SQL Server	2005 SP2
SAP R/3	ECC6 (2004s)
SAP BW	7.0 (2004s)
SAP Kernel	700
Business Objects/ Crystal	XI R2
Solaris	10
Windows	Server 2003 EE
Mainframe z/OS	1.6
Natural	4.1.4
Adabas	7.4.4

T. Required Data, Invoices and Supplemental Reports

1. Propose a plan and supporting documentation of how computer generated data, reports and invoices will be electronically submitted to the City via real-time downloads.

U. Records and Audit

1. Propose detailed procedures ensuring that all records and documentation related to towing services will be made immediately available to City upon request, during but not limited to compliance reviews.

### III. TERM OF CONTRACT

A contract awarded in response to this RFP will be for a six (6) year period. The City shall have the option to renew for an additional two (2) years upon City Council approval.

### IV. PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at 1901 S. Alamo Street – Board Room at 9:00 a.m., Central Time, on Friday, June 6, 2008. Respondent(s) are encouraged to prepare and submit their questions in writing three (3) calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted on the City's website at <http://www.sanantonio.gov/rfp/>. Attendance at the Pre-Submittal Conference is mandatory. City will not consider proposals received by Respondent(s) who fail to attend the Pre-Submittal Conference.

This meeting place is accessible to disabled persons. The meeting place is wheelchair accessible. The accessible entrance is located at 1901 S. Alamo Street. Accessible parking spaces are located at 1901 S. Alamo 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 responses provided by City staff at the Pre-Submittal Conference shall be preliminary. A written summary of the Pre-Submittal Conference shall contain official responses, if any. Any oral response given at the Pre-Submittal Conference that is not confirmed in the written summary of the Pre-Submittal Conference or by a subsequent addendum shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City.

### V. PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence:

- A. EXECUTIVE SUMMARY: (Limit to 2 pages.) This summary shall highlight key strengths of

Respondent's proposal, including any significant value the Respondent would bring to the City's towing services.

- B. RESPONDENT QUESTIONNAIRE: Complete and submit RFP Attachment II, Respondent Questionnaire.
- C. DISCRETIONARY CONTRACTS DISCLOSURE: Complete, sign and submit RFP Attachment III, Discretionary Contracts Disclosure Form.
- D. LITIGATION DISCLOSURE: Complete and submit RFP Attachment IV, Litigation Disclosure Form. (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 with the proposal.)
- E. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY PROGRAM FORM: Complete, sign and submit the Good Faith Effort Plan contained in RFP Attachment V.
- F. EXPERIENCE. BACKGROUND. QUALIFICATIONS: Prepare and submit a narrative response 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. (Limit to 15 pages.)
1. Describe Respondent's experience relevant to the Scope of Services requested by this RFP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.
  2. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
  3. List resources, such as total number of employees, number and location of offices, number and types of equipment, that Respondent will make available to support the scope of services.
  4. If Respondent is proposing as a team or joint venture or has included subcontractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or subcontractors have worked together in the past.
  5. Identify the number and professional qualifications (to any relevant licenses, certifications, memberships/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. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.
- G. FINANCIAL INFORMATION: Submit a copy of Respondent's three (3) most recent annual financial statements. The City prefers audited Financial Statements prepared in accordance with Generally Accepted Accounting principles, audited by an independent Certified Public Accountant, but is also willing to accept official justifiable data which substantiates historical financial stability.
- H. PROOF OF INSURABILITY: Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFP if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.
- I. PROPOSAL BOND: Respondent must submit a proposal bond made payable to the City of San Antonio, executed by a corporate surety acceptable to the City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of \$10,000.00. The Proposal Bond shall be valid for one-hundred twenty (120) days following the execution of the contract or upon notification by City to Respondent that their bid has been rejected. 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. The Proposal Bond shall provide assurance that the proposal has been submitted in good faith, the Respondent intends to enter into the contract in accordance with the proposal, and the Respondent will provide the required performance bond, if awarded the contract. Failure to enter into the contract, if awarded, or to provide the required performance bond, may result in a forfeiture of the Proposal Bond. If Respondent is not selected, the City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule.
- J. PROPOSED PLANS: Respondents must submit Employee Safety Program training curriculum; Staging Plan, Contingency Plan.
- K. SIGNATURE PAGE: Respondent must complete, sign and submit the Signature Page found in RFP Attachment IX. (The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal.)

L. PROPOSAL CHECKLIST: Complete and submit the Proposal Checklist found in RFP Attachment X.

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

#### VI. AMENDMENTS TO RFP

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

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

#### VII. SUBMISSION OF PROPOSALS

A. Respondent shall submit one (1) original, signed in ink and ten (10) copies of the Proposal, in a sealed package, clearly marked on the front of the package *City Wrecker Services*. All Proposals must be received in the City Clerk's office no later than , 3:00 p.m. Central Time, on *Tuesday, July 1, 2008* at the address below. Proposals submitted prior to the above time and date may be modified provided such modifications are sealed and received by the City Clerk's Office prior to the time and date set for submission of proposals. Any Proposal or modification received after this time shall not be considered.

Mailing Address:

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

Physical Address:

City Clerk's Office, Attn: San Antonio Police Department  
100 Military Plaza  
2<sup>nd</sup> Floor, City Hall  
San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

B. Each proposal shall be typewritten and submitted on 8 ½" x 11" white paper inside a three ring binder. The use of recycled paper is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed two-sided. Margins shall be no less than 1" around the perimeter of each page. Each proposal must include the sections and attachments in the sequence listed in the RFP Section X, Proposal Requirements, and each section and attachment divided by tabs and indexed in a Table of Contents page. Page limitations, when stated in RFP Section X, Proposal Requirements, may not be exceeded. Electronic files, websites, or URLs shall not be included as part of the proposal; compact disks and/or computer disks submitted as part of the proposal shall not be considered. Failure to meet the above conditions may result in disqualification of the proposal.

C. Respondent who submits proposals to this RFP shall correctly reveal, disclose, and 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 Respondent and limited liability company Respondent shall include the 11-digit Comptroller's Taxpayer Number in their proposal's Respondent Questionnaire.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on their proposal's Respondent Questionnaire, the Chief of Police, or his designee, shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

D. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one-hundred twenty (120) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

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

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

## VIII. RESTRICTIONS ON COMMUNICATION

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

1. Respondent(s) may ask verbal questions concerning this RFP at the Pre-Submittal Conference.
2. Respondent(s) may submit written questions concerning this RFP to the Staff Contact Person listed in the address below until 2:00 p.m. Central Time, on Friday, June 6, 2008. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by certified mail, return receipt requested, to:

City of San Antonio  
Purchasing and Contract Services Department  
P.O. Box 839966  
San Antonio, Texas 78283-3966

However, electronic submissions by facsimile 210-207-4029 or by email [Debra.Reyes@sanantonio.gov](mailto:Debra.Reyes@sanantonio.gov) Telephone calls regarding this RFP will not be accepted.

3. Respondent(s) and/or their agents are encouraged to contact the Small Business Outreach Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy Program policy and/or completion of the Good Faith Effort Plan form. The point of contact is Ms. Anita Uribe Martin. Ms. Martin may be reached by telephone at (210) 207-3900 or by e-mail at [anita.martin@sanantonio.gov](mailto:anita.martin@sanantonio.gov). Respondent and/or their agents may contact Ms. Martin at any time prior to the due date for submission of proposals. Contacting her or her office regarding this RFP after the proposal due date is not permitted.
  4. Respondent(s) 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.
- B. City reserves the right to contact any Respondent(s) to negotiate if such is deemed desirable by City.
- C. City Code Article VII, Section 2-309 provides that any person acting as a legal signatory for a proposed contractual relationship that applies for a "high profile" discretionary contract, as defined by the City of San Antonio Contracting Policy and Process Manual, may not make a political contribution to any councilmember or candidate at any time from the time the person submits the response to the Request for Proposal (RFP) or Request for Qualifications (RFQ) until

30 calendar days following the contract award. Any legal signatory for a proposed high-risk contract must be identified within the response to this RFP or RFQ, if the identity of the signatory will be different from the individual submitting the response.

If the legal signatory entering into the contract has made such a contribution, the City may not award the contract to that contributor or to that contributor's business entity. Any contract awarded in violation of this provision shall be voidable at the discretion of the City Council. The City has identified this solicitation as "high profile".

## IX. EVALUATION CRITERIA

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

Evaluation criteria:

- A. Experience, Background, Qualifications (10 %)
- B. Proposed Operations Plan (40%)
- C. Proposed Towing Rates (20%)
- D. Payment to the City (10%)
- E. Small Business Economic Development Advocacy Program (SBEDA) (20%):
  - 1. A maximum of ten percentage (10) points for Local Business Enterprises (LBEs). Selected Respondent(s) who have a local branch office will receive six percent (6%) of the selection points.

Non-local prime contractors can receive points for subcontracting with local businesses proportional to the amount of work performed by those local subcontractors (i.e. – 50% to local = 5 points).

- 2. A maximum of five percentage (5%) points for companies designated as Historically Underutilized Enterprises (HUEs).

Selected Respondent(s) who subcontract with HUEs can receive points proportional to amount of work performed by those HUEs (i.e. – 50% to HUEs = 2.5 points).

HUEs must be certified by the City's certifying agency or approved by the Director of Economic Development or designee.

3. A maximum of five percentage (5%) points for Prime Contractor compliance with the SBEDA Program policy:
  - a. One percent (1%) for submission/approval of the *Good Faith Effort Plan* - OR - *List of Subcontractors/Suppliers [Select one]*.
  - b. One percent (1%) for meeting/exceeding the MBE goal.
  - c. One percent (1%) for meeting/exceeding the WBE goal.
  - d. One percent (1%) for meeting/exceeding the AABE goal.
  - e. One percent (1%) for meeting/exceeding the SBE goal.

#### X. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

- A. City reserves the right to award two, more than two, less than two or no contract(s) in response to this RFP.
- B. The Contracts, if awarded, will be awarded to the Respondent(s) whose Proposals are deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.
- C. City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of Respondent is subject to City Council approval.
- D. City reserves the right to accept two or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.
- E. City will require the selected Respondent(s) to execute a contract with the City prior to City Council award. No work shall commence until City signs the contract documents and Respondent(s) provide the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves

the right to terminate negotiations with the selected Respondent(s) and commence negotiations with another Respondent.

- F. This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- G. If selected, Respondent(s) will be required to comply with the Insurance and Indemnification Requirements established herein.
- H. The successful Respondent(s) must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.
- I. Conflicts of Interest. Respondent(s) acknowledge that they are 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.
- J. Respondent(s) is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City's Ethics Code. (Discretionary Contracts Disclosure – RFP Attachment \_III\_)
- K. Independent Contractor. Respondent(s) agrees and understands that, if selected, the Respondent(s) and all persons designated by Respondent(s) to provide services in connection with a contract, is (are) and shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or omissions, and that City shall in no way be responsible for Respondent(s)'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.
- L. 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 [www.ethics.state.tx.us](http://www.ethics.state.tx.us). 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 with questions regarding the statute or form.

M. Price. If selected, Respondent will be required to comply with the set maximum price schedule established herein.

#### XI. SCHEDULE OF EVENTS

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

RFP Issue Date	Tuesday, May 27, 2008
Pre-Submittal Conference	Friday, June 6, 2008
Final Questions Accepted	Thursday, June 12, 2008 2:00 p.m.
Proposals Due	Tuesday, July 1, 2008

#### XII. OWNERSHIP AND LICENSES

In accordance with Texas law, Respondent(s) acknowledge and agree 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 behalf of Respondent(s) pursuant to this Contract shall be the subject of any copyright or proprietary claim by Respondent(s).

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(s) acknowledge and agree that all local government records, as described herein, produced in the course of the work required by any contract awarded pursuant to this RFP, will belong to and be the property of City. Respondent(s), if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent(s), 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(s), if selected, agree to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

### **XIII. PERFORMANCE BOND**

If selected, Respondent(s) shall each provide performance bonds, in a form acceptable to the 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 one hundred thousand dollars (\$100,000.00). Said performance bonds 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 bonds 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 under Article 1.35D, 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.

### **XIV. INTELLECTUAL PROPERTY**

If selected, Respondent(s) agree to abide by the following regarding intellectual property rights:

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

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

1. Either:

- a) obtain, at Respondent's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,
- b) alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and
- c) reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

2. Respondent(s) further agrees to:

- a) assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement,
- b) assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and
- c) indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

1. Respondent(s) is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,
2. the Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent(s) or as modified without the permission of Respondent(s), so long as such modification is not the source of the infringement claim,
3. the liability claimed shall not have arisen out of the City's negligent act or omission, and
4. the City promptly provide Respondent(s) with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent(s) assumes responsibility under this section.

RFP ATTACHMENT II

RESPONDENT QUESTIONNAIRE

# RESPONDENT QUESTIONNAIRE

## GENERAL INFORMATION

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

(NOTE: Co-Respondent is two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondent and should not be identified here. If this proposal includes Co-Respondent, 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: \_\_\_\_\_

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.)

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: \_\_\_\_\_

(NOTE: This RFP solicits proposals to provide services under a contract which has been identified as "High Profile".

Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

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

Name: \_\_\_\_\_

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

If yes please explain: \_\_\_\_\_

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 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. \_\_\_\_\_

7. **County Operation:** If the Respondent does not have a San Antonio office, does the Respondent have an office located in Bexar County, Texas?

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

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

Years \_\_\_\_\_ Months \_\_\_\_\_

b. State the number of full-time employees at the Bexar County office. \_\_\_\_\_

8. **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.

\_\_\_\_\_

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9. **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.

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10. **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.

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11. Provide any other names under which Respondent has operated within the last 10 years.

**REFERENCES** - Provide three (3) references, one of which must be from a financial institution that has provided Respondent with banking services during the past three years.

**Reference No. 1: (Financial Institution)**

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

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

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

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

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

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

**Reference No. 2:**

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

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

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

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

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

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

**Reference No. 3:**

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

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

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

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

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

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

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

**PROPOSED PLAN** - 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.

**PROPOSED OPERATIONAL PLAN**

1. Describe the proposed plan to conduct operations, including service categories, specific tasks, staff assigned and schedule of events.
2. Maintenance Plan – Describe plan to ensure maintenance of wreckers and equipment throughout the term of the contract. Identify proposed tasks and schedules.
3. Safety Plan – Describe Safety plans that will be implemented if awarded the contract. Include a description of a detailed Emergency Contingency Plan.
4. Training, Certifications and Continuing Education Plan – Describe Training, Certification and Continuing Education plans that will be implemented if awarded the contract.
5. Wrecker Driver Staffing Plan – Describe Wrecker Driver Staffing plans that will be implemented if awarded the contract. Include a justification for the number of wreckers and drivers.
6. Driver Criminal Background Check Plan – Describe plans that will be implemented if awarded the contract to ensure all wrecker drivers meet criminal background checks.
7. 30 Minute Response Time – Describe detailed plans addressing steps to ensure 30 minute response times. Include a plan assessing liquidated damages for call response times over 30 minutes.
8. Standardization of Services and Rates – Describe plans to standard services and rates without impacting customer service, safety or quality of equipment.
9. Transparent Operational and Managerial Business Methods – Describe, in detail, measures to be taken which facilitate transparent operational and managerial business methods. Include a description of how implemented methods will positively effect contract compliance, if awarded the contract, and City staff/personnel associations.
10. Record Automation – Describe plans to implement handheld mobile computer devices which act as portable data collector terminals at the dispatched location site.
11. Automated Vehicle Locator (AVL) devices and Global Positioning Systems (GPS) –

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Describe AVL – GPS systems equipped on all vehicles. Include an explanation illustrating the system devices utilization for the purposes of response times, dispatching and safety.

12. Information and Communication Technology – Describe plans for automated systems which are compatible and interface with the City's software/hardware technology.

13. Required Data, Invoices and Supplemental Reports – Describe plans for electronic submission of computer generated reports. Include plans for required equipment for real-time downloads.

14. Additional Information – Identify any additional skills, experiences, qualifications and/or other relevant information about the Respondent's Proposed Operational Plan.

#### **PROPOSED TOWING RATE**

1. Towing Rates – Describe the proposed towing rates customers will be assessed for wrecker services. Explain how the implementation of the towing rate would not impact the use of proper towing equipment or the public's safety.

#### **PAYMENT TO THE CITY**

1. Describe the methodology used to calculate an annual payment to the City. Include a description of processes for remitting payment.

RFP ATTACHMENT \_III\_  
DISCRETIONARY CONTRACTS DISCLOSURE FORM

**City of San Antonio**  
**Discretionary Contracts Disclosure**

*For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)*

*Attach additional sheets if space provided is not sufficient.*

(1) Identify any individual or business entity<sup>1</sup> that is a **party** to the discretionary contract:

(2) Identify any individual or business entity which is a **partner, parent** or **subsidiary** business entity, of any individual or business entity identified above in Box (1):

No partner, parent or subsidiary; or

List partner, parent or subsidiary of each party to the contract and identify the corresponding party:

(3) Identify any individual or business entity that would be a **subcontractor** on the discretionary contract.

No subcontractor(s); or

List subcontractors:

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<sup>1</sup> A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

(4) Identify any *lobbyist* or *public relations firm* employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.

No lobbyist or public relations firm employed; or

List lobbyists or public relations firms:

**(5) Political Contributions**

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

No contributions made; if contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:

**(6) Disclosures in Proposals**

Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question<sup>2</sup> as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), ("conflicts of interest") by participating in official action relating to the discretionary contract.

<sup>2</sup> For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or

Party aware of the following facts:

*This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.*

**Signature:**

**Title:**

**Date:**

**Company or D/B/A:**

RFP ATTACHMENT\_IV\_  
LITIGATION DISCLOSURE FORM

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## LITIGATION DISCLOSURE

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

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

Yes  No

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

Yes  No

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

Yes  No

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

RFP ATTACHMENT \_V\_

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY PROGRAM  
POLICY AND GOOD FAITH EFFORT PLAN FORM

## SMALL BUSINESS PROGRAM

### 1. Small Business Participation

It is the policy of the City of San Antonio to involve Small, Minority, Women and African-American Owned Business Enterprises (S/M/W/AABE) to the greatest extent feasible in the City's discretionary contracts. The intent and purpose of the policy is to ensure that S/M/W/AABE firms have the opportunity to compete for City contracts without discrimination on the basis of race, color, religion, national origin, age, sex or handicap. To accomplish the objectives of the Small Business policy, the City has established specific goals for local S/M/W/AABE participation in this contract.

### 2. DEFINITIONS related to the Small Business Program Provisions:

- a. Small Business Program: the Small Business Economic Development Advocacy ("SBEDA") Program governed by this ordinance and managed by the SMALL BUSINESS Program Office.
- b. Small Business Enterprises (SBE): a corporation, partnership, sole proprietorship or other legal entity, for the purpose of making a profit, which is independently owned and operated and which meets the U.S. Small Business Administration (SBA) size standard for a small business. All firms meeting these thresholds will be considered an SBE.
- c. Local Business Enterprise (LBE): a corporation, partnership, sole proprietorship, or other legal entity which is headquartered within Bexar County for at least one year. For a branch office of a non-headquartered business to qualify as an LBE, the branch office must be located in Bexar County for at least one-year and employ a minimum of ten (10) residents of Bexar County for use at the local branch office.
- d. Minority Business Enterprise (MBE): a sole proprietorship, partnership, or corporation owned, operated, and controlled by a minority group member(s) who has at least 51% ownership. The minority group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an MBE, the enterprise shall be headquartered in Bexar County or the San Antonio Metropolitan Statistical Area (the SAMSA) for any length of time, or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the MBES's category of contracting for at least one year.
- e. Woman Business Enterprise (WBE): a sole proprietorship, partnership, or corporation owned, operated and controlled by women who have at least 51% ownership. The woman or women must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as a WBE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits or receives bids on or proposals for, City contracts within the WBE's category of contracting for at least one year.
- f. African-American Business Enterprise (AABE): a sole proprietorship, partnership, or corporation owned, operated and controlled by an African-American group member(s) who has at least 51% ownership. The African American Group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an AABE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the AABE's category of contracting for at least on year.

**3. Goals for Small Business Participation**

The goals for the utilization and participation of SBE-MBE-WBE-AABE businesses on this contract are as follows:

<b>MBE</b>	<b>31%</b>
<b>WBE</b>	<b>10%</b>
<b>AABE</b>	<b>2.2%</b>
<b>SBE</b>	<b>50%</b>

Please note that a small business could be classified in multiple categories and thus their utilization could in theory be counted in each category of goals. For example, **Prime Contractor X** submits a proposal, which specifies that they intend to subcontract with Subcontractor A for 10% of the contract. Subcontractor A is certified by the City as an SBE and MBE (a male-owned Hispanic Business owner can be certified as an SBE and MBE). **Prime Contractor X** also intends to subcontract with Subcontractor B for 13% of the contract. Subcontractor B is certified by the City as SBE, MBE and a WBE (a female-owned Hispanic Business owner can be certified as SBE, MBE and WBE). In addition, **Prime Contractor X** also intends to subcontract 10% of the contract to Subcontractor C—a City certified SBE, MBE and AABE (a male-owned African-American business owner can be certified as both a MBE and as a AABE Business). **Prime Contractor X** is also classified as a local SBE. **Prime Contractor X's** compliance with the Small Business goals under this scenario would be as follows:

	City's Small Business Goals	Prime Contractor X's Compliance
MBE	31%	33%
WBE	10%	13%
AABE	2.2%	10%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

Another example regarding compliance with the policy is as follows: **Prime Contractor Y** submits a proposal, which specifies that they intend to partner through a joint-venture agreement with Company D. Company D is certified by the City as both an SBE and MBE (a male-owned Hispanic Business—certified as an SBE and MBE). As part of their joint-venture agreement, Company D will perform on 32.5% of the contract. **Prime Contractor Y** also intends to subcontract 13% of the contract with Subcontractor F. Subcontractor F is a City certified

SBE/MBE/WBE and AABE business. **Prime Contractor Y** is also classified as a local SBE. **Prime Contractor Y** compliance with the Small Business goals would be as follows:

	City's Small Business Goals	Prime Contractor Y's Compliance
MBE	31%	45.5%
WBE	10%	13%
AABE	2.2%	13%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

**4. Good Faith Effort Required**

Proposals shall include a Good Faith Effort Plan (GFEP—ATTACHED). The GFEP shall include specific documentation to utilize local, small, MBE-WBE-AABE businesses in a percentage, which equals or exceeds the above goals. **Any proposal that does not include the GFEP and does not receive approval of the GFEP by the Economic Development Department shall be declared non-responsive, and excluded from consideration.**

**5. MBE-WBE-AABE Certification Required**

Only companies certified as MBE, WBE, or AABE through the South Central Texas Regional Certification Agency (SCTRCA), or as approved by the City of San Antonio Director of Economic Development, can be applied towards the contracting goals. Proof of certification must be submitted.

**6. Small Business Program Information**

Interested contractors/proposers are encouraged to contact the Small Business Outreach Office for information regarding the City's Small Business Program Policy. Please call (210) 207-3900 or FAX: (210) 207-3909.

# GOOD FAITH EFFORT PLAN

(Page 1 of 4)

**NAME OF PROJECT:** \_\_\_\_\_

**BIDDER/PROPOSER INFORMATION:**

Name of Bidder/Proposer: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Is your firm certified?  Yes  No (If yes, please submit Certification Certificate.)

- List all subcontractors/suppliers that will be used for this contract. (Indicate all MBEs-WBEs-AABEs-SBEs. Use additional sheets as needed.)

NAME AND ADDRESS OF SUBCONTRACTOR'S/SUPPLIER'S COMPANY	CONTRACT AMOUNT	% LEVEL OF PARTICIPATION	MBE-WBE-AABE- SBE CERTIFICATION NUMBER

Only companies certified as an MBE, WBE, AABE or SBE by the City of San Antonio or its certifying organization can be applied toward the contracting goals. All MBE-WBE-AABE-SBE subcontractors or suppliers must submit a copy of their certification certificate through the Prime Contractor. Proof of certification must be attached to this form. If a business is not certified, please call the Small Business Program Office at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.

## GOOD FAITH EFFORT PLAN

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It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of Economic Development and Director of the appropriate contracting department (through the submittal of the Request for Approval of Change to Original Affirmed Good Faith Effort Plan).

**NOTE: If MBE-WBE-AABE-SBE contracting goals were met, skip to #9.**

2. If MBE-WBE-AABE-SBE contracting goals were not achieved in a percentage that equals or exceeds the City's goals, please give explanation.

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3. List all MBE-WBE-AABE-SBE Listings or Directories utilized to solicit participation.

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4. List all contractor associations and other associations solicited for MBE-WBE-AABE-SBE referrals.

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5. Discuss all efforts aimed at utilizing MBE-WBE-AABE-SBEs.

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6. Indicate advertisement mediums used for soliciting bids from MBE-WBE-AABE-SBEs.

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## GOOD FAITH EFFORT PLAN

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7. List all MBE-WBE-AABE-SBE bids received but rejected. (Use additional sheets as needed.)

COMPANY NAME	MBE-WBE-AABE-SBE CERTIFICATION NUMBER	REASON FOR REJECTION

8. Please attach a copy of your company's MBE-WBE-AABE-SBE policy.

9. Name and phone number of person appointed to coordinate and administer the Good Faith Efforts of your company on this project.

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10. This Good Faith Effort Plan is subject to the Economic Development Department's approval.

GOOD FAITH EFFORT PLAN

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GOOD FAITH EFFORT PLAN AFFIRMATION

I HEREBY AFFIRM THAT THE INFORMATION PROVIDED IN THIS GOOD FAITH EFFORT PLAN IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL

\_\_\_\_\_  
TITLE OF OFFICIAL

\_\_\_\_\_  
DATE PHONE

\*\*\*\*\*

FOR CITY USE

Plan Reviewed By: \_\_\_\_\_

Recommendation:      Approval \_\_\_\_\_      Denial \_\_\_\_\_

Action Taken:      Approved \_\_\_\_\_      Denied \_\_\_\_\_

\_\_\_\_\_  
DIRECTOR OF ECONOMIC DEVELOPMENT