CITY OF SAN ANTONIO

CENTER CITY DEVELOPMENT & OPERATIONS DEPARTMENT

REQUEST FOR PROPOSAL
("RFP")

for

OPERATION OF RESTAURANT IN LA VILLITA, BUILDING 20

RFP 16-049

Release Date: Tuesday, February 9, 2016

Proposals Due: Wednesday. April 11, 2016

002- TABLE OF CONTENTS

		Page Number
002	Table of Contents	2
003	Background	3
004	Scope of Service	5
005	Additional Requirements	5
006	Term of Contract	7
007	Pre-Submittal Conference and Site Visit	7
008	Proposal Requirements	8
009	Changes to RFP	9
010	Submission of Proposal	9
011	Restrictions on Communication	10
012	Evaluation Criteria	11
013	Award of Contract and Reservation of Rights	11
014	Schedule of Events	12
Section 015		
RFP Exhibits		
RFP Exhibit 1	Insurance Requirements	13
RFP Exhibit 2	Indemnification Requirements	15
RFP Exhibit 3	Certificate of Interested Parties Form (HB 1295)	16
RFP Exhibit 4	October 12, 1939 Ordinance	17
RFP Exhibit 5	Urban Marketing Collaborative La Villita Retail Management Study	18
RFP Exhibit 6	La Villita Ad Hoc Committee – Final Report for La Villita Mission & Vision Statement Guiding Principles	19
RFP Exhibit 7	La Villita, Plaza Nacional Events	20
Section 016		
RFP Attachments		
Respondent's Proposal must contain the following documents. These forms can be found as attachments to this RFP or web links, as indicated.		
Attachment A, Part 1	General Information	21
Attachment A, Part 2	Experience, Background, Qualifications	25
Attachment A, Part 3	Proposed Plan	26
Attachment A, Part 4	Capital Improvements	27
Attachment B	Price Schedule	28
Attachment C	Contracts Disclosure Form	29
Attachment D	Litigation Disclosure Form	30
Attachment E	Veteran-Owned Small Business Preference Program Tracking Form	31
Attachment F	Disclosure of Interested Parties Form (HB 1295)	32
Attachment G	Signature Page	33
Attachment H	Proposal Checklist	34

003 - BACKGROUND

The City of San Antonio ("City") seeks proposals from qualified Respondents interested in operating a restaurant in Building 20 within the La Villita Historic Arts Village in San Antonio, Texas.

The City has implemented the following initiatives to support the development of La Villita Historic Arts Village, including:

- Maverick Plaza lighting,
- Arneson Theatre repairs & upgrades,
- Sound and music improvements,
- Methods & Materials Assessment Study,
- More welcoming and visible entrance to La Villita on Alamo Street,
- Strategic Marketing Plan and Website (in process),
- Signage and way-finding (in process).

Historic La Villita

La Villita is a unique historic and culturally significant facility located on the banks of the San Antonio River in downtown San Antonio, dating to the 18th century. La Villita developed on the east bank of the river as a settlement near Mission San Antonio de Valero (The Alamo), and its history has revolved around its function as a welcoming place for immigrants. During its history, La Villita's homes have been replaced, changed ownership, and served different functions. The variety of architectural styles reflect the 19th century cultural mix.

During Texas' battle for independence, La Villita was the site of Mexican General Cos' surrender in 1835 and where General Santa Anna positioned soldiers during the 1836 siege of the Alamo. Afterwards, La Villita continued its growth through the 19th century and was home to stonecutters, watchmakers, cabinetmakers, saloon keepers, dressmakers, and lawyers. The German Methodist Episcopal Church was built in 1879 and the McAllister grocery building was completed in 1880.

La Villita experienced a decline in the early 20th century, but local leaders acted to preserve this important piece of San Antonio's history. In 1939, the City embarked on a joint effort with the National Youth Administration (NYA) to restore La Villita, and on October 12, 1939, City Council passed an ordinance (RFP Exhibit 5) that defined specific goals, objectives, and policies for La Villita.

The ordinance was a model for historic preservation and development. The initial restoration of six houses in La Villita began in October 1939. Dedicated in May 1941, La Villita became a center for community events and a home to artists and art galleries. La Villita continued to expand with the purchase of the St. Philip's property in 1947 and the McAllister grocery building in 1949. In 1974, La Villita expanded by 25% with the addition, then restoration, of the five JoyKist Candy Company buildings. In 1969, the City established the La Villita Historic District. The area was listed on the National Register of Historic Places in 1972. City Council passed a resolution on July 7, 1981, re-confirming the 1939 goals, objectives and policies and emphasizing that leased facilities within La Villita be utilized for the promotion, manufacture, and/or retail sales of arts, crafts and related skills. Since then, La Villita has been home to artisans and craftspeople, shops and restaurants. There are several plazas in La Villita that are used for a variety of events, festivals, wedding receptions, and banquets, and the Little Church of La Villita hosts weddings throughout the year.

Retail Management Study
In 2009, Urban Marketing Collaborative (UMC) completed the La Villita Retail Management Study (RFP Exhibit 6). UMC's report stated La Villita is utilized by competing interests as a public venue, a rental space for special events, and a historically unique retail center. The La Villita Retail Management Study cited several concerns, including the following:

> "The largest obstacle to La Villita's success is the current inconsistent experience that is portrayed. With such a small retail area, there is an overwhelming need for the La Villita experience to be focused, intensified, and consistent."
>
> "**Retail Mix**: Due to the small amount of retail space, every business must count towards fulfilling the vision. The conflicting identity and inconsistent quality of the retailers must be addressed... it is extremely important to manage the retailer mix to include an ideal assortment of goods and services."
>
> "**Merchandising:** From a competitive retail perspective, La Villita retail merchandising is inconsistent and varies from mediocre to excellent. A number of retailers have exciting and inviting retail formats that are positioned well in the San Antonio market. Other retailers have a more casual retail merchandising approach often matching the types of products sold in their store."
>
> "**Financial performance**: La Villita is not meeting its sales requirements, rent is lower than market levels, there are insufficient resources to effectively manage, and lease conditions are difficult to enforce."
>
> "**Hours of operation**: inconsistent"

The Study recommendations stated, in part:

"Improved retail management is required. This is in the form of stronger control over leasing and recruitment, marketing and promotions, retailer operations (e.g., hours of operation, use clauses), and retail layout and mix. It is important that each artisan and retail business in La Villita make an impact and develop a consistent brand image of the best artisan and craftspeople experience they can offer."

In 2010, City Council designated an Ad Hoc Committee to review UMC's recommendations. The Ad Hoc Committee included stakeholder and community representatives from the San Antonio Conservation Society, HemisFair Park Local Government Corporation, CPS Energy, Downtown Alliance, Cultural Arts Board, Downtown Residents Association, Convention & Visitors Bureau Commission, and the Historic Design & Review Commission. The committee held public input and community meetings to develop the mission statement and guiding principles below, which were included in their report (RFP Exhibit 7).

> Mission Statement: La Villita preserves San Antonio's heritage while promoting the arts and culture in an historic artisan village.
>
> Guiding Principles:
> 1. Preserve architectural character.
> 2. Promote historic significance.
> 3. Gathering place.
> 4. Quality arts, crafts, and cuisine.
> 5. Collaborate and connect.
> 6. Balance authenticity, vitality, and synergy.
> 7. Memorable experience.

In October 2013, the City initiated a competitive solicitation process with a goal of implementing recommendations from the UMC Retail Study and the Ad Hoc Committee, and in 2015 City Council approved new leases for sites within La Villita.

La Villita Area
La Villita is located within an area that is experiencing significant economic investment and development - both in the public and private sectors with projects that include the following:

Hemisfair
In 2009, the City of San Antonio formed the Hemisfair Park Area Redevelopment Corporation (HPARC) to assist with acquiring property, planning, developing, and constructing projects within Hemisfair. The HPARC plan incorporates diverse, pedestrian spaces and "complete streets" to accommodate a range of user groups and increase overall mobility, access and safety.

Hemisfair's redevelopment anticipates substantial private investment that will reenergize new residential and business development opportunities. The Hemisfair plan features three urban parks, hidden parking, and specially paved, multiuse streets bordered by vendors and cafés. The first of the parks, Yanaguana Garden, opened in October 2015 and attracted over 100K visitors in its first 90 days. A Civic Park and Tower Park are planned to open in 2019 and 2021. HPARC envisions Hemisfair as a magnet for people – both locals and visitors – with its ultimate transformation into an urban neighborhood bolstered by the power of collective living.

San Antonio River Walk
The River Walk is a primary destination in San Antonio. Located just below street level, the San Antonio River winds between beautifully landscaped paths, adjacent to hotels, restaurants, bars and shops. The River Walk is a major income generator for the City.

The River Walk stretches for approximately five miles from the Pearl Brewery on the north, through downtown, to the King William Historic District and continues south for nine miles to Mission Espada. Rio San Antonio Cruises, the river's boat transportation operator, provides a novel method of sightseeing and people-watching downtown. Guests can also dine on board as they cruise the scenic waterway. River taxis pick up and deliver visitors to riverside sites, including La Villita's Arneson River Theatre and the newly expanded Henry B. Gonzalez Convention Center across South Alamo Street from La Villita.

Henry B. Gonzalez Convention Center Expansion Project
The Convention Center, across South Alamo Street from La Villita, is completing a 776,000-square-foot expansion this year. In addition, 49,000 square feet of existing space will be renovated. Already the Convention Center hosts more than 300 events a year and the expansion is expected to attract even more activity.

004 - SCOPE OF SERVICE

The City is seeking proposals from prospective tenants who are financially stable and capable of operating a clean, safe, financially viable restaurant in La Villita Building 20.

Building 20 is also known as the Dosch-Rische House. The single story, limestone building was built about 1880 and has wooden floors, a metal roof, plaster walls, and approximately 743 square feet of interior space. The adjacent, brick courtyard is known as Plaza Nacional and includes approximately 1,650 square feet of usable space (subject to availability – see RFP Exhibit 8).

Selected Respondent shall fully fund all improvements, operating and maintenance costs, as well as utilities and common area maintenance fees. Selected Respondent shall be responsible for engaging telecommunication provider(s) and for all associated costs of service.

005 - ADDITIONAL REQUIREMENTS

Intellectual Property.

If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent 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 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 will immediately:

Either:

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,

alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

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.

Respondent further agrees to:

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,

assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

Respondent 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,

the Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,

the liability claimed shall not have arisen out of the City's negligent act or omission, and the City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

Ownership and Licenses.

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

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

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFP, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the

course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

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

006 - TERM OF CONTRACT

The anticipated term for a contract awarded in response to this RFP is five (5) years with options to extend twice for periods of up to two (2) years each.

007 - PRE-SUBMITTAL CONFERENCE AND SITE VISIT

A Pre-Submittal Conference will be held at the City of San Antonio's Plaza de Armas Building, Culture Commons Meeting Room, 115 Plaza de Armas (located between Spanish Governor's Palace and Café Oliva), San Antonio, Texas 78205 at 1:30 PM Local Time, on Thursday, February 25, 2016. Respondents are encouraged to prepare and submit their questions in writing three (3) calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. The Culture Commons Meeting Room is wheelchair accessible. The accessible entrance is located at 115 Plaza de Armas. Accessible parking spaces are located near the SW corner of Commerce and Flores Streets, adjacent to the City Hall Building. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral 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.

SITE VISIT: Respondents are invited to a site visit at La Villita on February 24, 2016, beginning at 10:00 AM, Local Time, starting from Bolivar Hall, 418 Villita Street, San Antonio, TX 78205. Attendance at the Site Visit is optional, but highly encouraged.

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.

Only hard copy proposals will be accepted. Submit **one original** signed in ink and 8 **copies**.

TABLE OF CONTENTS

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

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

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

CAPITAL IMPROVEMENTS. Use the Form found in this RFP as Attachment A, Part Four.

PRICE SCHEDULE. Use the Price Schedule found in this RFP as Attachment B.

CONTRACTS DISCLOSURE FORM. Use the Form in RFP Attachment C which Respondent must 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 printed copy in your proposal as indicated in the Proposal Checklist.

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

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM TRACKING FORM. Complete, sign and submit VOSB Identification Form found in this RFP as Attachment E.

DISCLOSURE OF INTERESTED PARTIES (HB 1295). Complete and submit Disclosure of Interested Parties Form (HB 1295) found as Attachment 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.

SIGNATURE PAGE. Respondent must complete, sign and submit the Signature Page found in this RFP as Attachment G. 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.

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFP as Attachment H.

Respondent is expected to examine this RFP carefully, understand the terms and conditions of the proposed lease 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.

009 - CHANGES TO RFP

Changes to the RFP made prior to the due date for proposals shall be made by issuing Addendums. It is Respondent's responsibility to check for Addendums until the proposal due date. City will assume that all Respondents have reviewed all Addendums by the day proposals are due.

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

010 - SUBMISSION OF PROPOSAL

All proposals must be submitted in hard copy format only.

Submission of Hard Copy Proposals.

Respondent shall submit **one (1) original, signed in ink**, and **eight (8) copies** in a sealed package clearly marked with the project name "Operation of Restaurant in La Villita, Building 20" on the front of the package.

Proposals must be received in the Office of the City Clerk no later than **11:00 a.m., Local Time, on Monday, April 11, 2016** 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: **Operation of Restaurant in La Villita, Building 20**
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:
Office of the City Clerk
Attn: **Operation of Restaurant in La Villita, Building 20**
100 Military Plaza
1st 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. 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. Websites, or URLs shall not be submitted in lieu of the printed proposal. Each proposal must include the sections and attachments in the sequence listed in the RFP Section 008, Proposal Requirements, and each section and attachment must be indexed, divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

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

Correct Legal Name.

Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and/or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity.

These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFP as Attachment A, Part One.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of the Center City Development & Operations 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 one hundred eighty (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 RFP or proposals from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

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

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **3:00 p.m.,** Local Time, on **Friday, March 18, 2016.** Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

Charisma Esparza, Procurement Specialist III
City of San Antonio, Finance Department/Purchasing Division
Charisma.Esparza@sanantonio.gov

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

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 firm, anticipated City Council agenda date and a review of the solicitation process.

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 CRITERIA

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

Evaluation criteria:

1. **Experience, Qualifications and Background (30 Points)**
2. **Proposed Plan (40 Points)**
3. **Capital Improvements (15 points)**
4. **Price (15 points)**

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 RFP.

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 RFP 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 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.

City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

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.

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

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

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 t o 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 questionnaire s 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 EVENTS

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

RFP Release Date	Tuesday, February 9, 2016
Site Visit	Wednesday, February 24, 2016 at 10:00 AM Local Time
Pre-Submittal Conference	Thursday, February 25, 2016 at 1:30 PM Local Time
Final Questions Accepted	Friday, March 18, 2016 at 3:00 PM Local Time
Proposals Due	Monday, April 11, 2016 at 11:00 AM Local Time
Tentative City Council Date	Thursday, August 4, 2016
Tentative Lease start date	Thursday, September 1, 2016

015 - RFP EXHIBITS

RFP EXHIBIT 1

INSURANCE REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the insurance requirements set forth below:

A) Prior to the commencement of any work under this Agreement, Lessee shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Center City Development & Operations Department, which shall be clearly labeled "Restaurant, La Villita, Building 20" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Center City Development & Operations Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

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

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

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $1,000,000/$1,000,000/$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	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 Coverage
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 Property Insurance: For physical damage to the property of LESSEE, including improvements and betterment to the Leased Premises	Coverage for replacement value with a minimum co-insurance factor of eighty percent (80%) of the cost of Lessee's property
6. Liquor Legal Liability	$1,000,000 per occurrence; $2,000,000 General Aggregate

D) Lessee agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Lessee herein, and provide a certificate of insurance and endorsement that names the Lessee and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Lessee. Lessee shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Lessee shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Lessee shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn: Center City Development & Operations Department
P.O. Box 839966
San Antonio, Texas 78283-3966

F) Lessee agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Lessee shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Lessee's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

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

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

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

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

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

RFP EXHIBIT 2

INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below:

INDEMNIFICATION

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

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

Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by RESPONDENT in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. RESPONDENT shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If RESPONDENT fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and RESPONDENT shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of RESPONDENT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for RESPONDENT or any subcontractor under worker's compensation or other employee benefit acts.

RFP EXHIBIT 3

CERTIFICATE OF INTERESTED PARTIES FORM (HB 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234). The form is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Print your completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with your response to this solicitation.

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

"Intermediary", for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

(1) receives compensation from the business entity for the person's participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity.

RFP EXHIBIT 4

October 12, 1939 Ordinance

(Posted as a separate attachment)

RFP EXHIBIT 5

Urban Marketing Collaborative
La Villita Retail Management Study

(Posted as a separate attachment)

RFP EXHIBIT 6

La Villita Ad Hoc Committee
Final Report for La Villita Mission & Vision Statement Guiding Principles

(Posted as a separate attachment)

RFP EXHIBIT 7

La Villita, Plaza Nacional Events

(Posted as a separate attachment)

016 - RFP ATTACHMENTS

RFP 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: _____

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 agreement 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 agreement 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 conducted business within the past three (3) years. The contact person named should be familiar with the Respondent and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No._____ Email: _____

Date and Type of Service(s) Provided: _____

_____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No._____ Email: _____

Date and Type of Service(s) Provided: _____

_____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No._____ Email: _____

Date and Type of Service(s) Provided: _____

_____

RFP ATTACHMENT A, PART TWO

EXPERIENCE, QUALIFICATIONS, & BACKGROUND

Prepare and submit 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 your background/experience/qualifications related to your proposal.

2. Attach proof of financial stability indicating sufficient resources for successful operation of proposed plan.

3. Attach a resume (for person signing proposal submittal). Limit to 2 pages.

4. Attach any reviews/media reports related to your ownership and/or management of a restaurant or similar operation, if available. If none, so state.

RFP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit responses to the following items:

1. Describe your proposed restaurant concept.

2. Identify proposed days and hours of operation.

3. Will alcoholic beverages be sold?

4. Describe proposed in-kind services and/or contributions to City, if any.

5. Describe your plan to build sales & awareness of proposed restaurant. Include your proposed use of social media, if any.

6. Describe any improvements to the premises you propose to undertake.

7. Attach a sample menu to include food, beverages, and prices.

8. List fixtures and furnishings proposed for use in the leased premises and their dollar value. Add pages if required. Note: fixtures and furnishings are not permanent to the building and are not considered capital improvements.

List of proposed fixtures & furnishings.	**Value of proposed fixtures & furnishings.**
	$
	$
	$
	$
	$
	$

RFP ATTACHMENT A, PART FOUR

CAPITAL IMPROVEMENTS

Capital Improvements. Capital improvements are permanent structural and/or physical improvements or the restoration of some aspect of the building that will either enhance the building's overall value or increase its useful life.

Fixtures and furnishings are not permanent and are not considered capital improvements.

Subject to City's review and written approval, rent abatements in the amount of 80% of approved, documented, and verified capital improvements to the lease space over the first five years of the lease may be provided.

If no capital improvements are proposed, indicate "none" and "$0.00" below.

List of proposed capital improvements, if any.	Value of proposed capital improvements, if any.
	$
	$
	$
	$
	$
	$

RFP ATTACHMENT B

PRICE SCHEDULE

1. Complete table below:

Proposed rent per square foot per month to be paid to City	$_____ per square foot per month, Year 1 Minimum acceptable rent per sf per month is $1.28. Rent per sf per month will increase 2% annually. NOTE: In addition to rent per square foot per month, Common Area Maintenance charge of $0.12 per square foot per month and Utility charge of $0.24 per square foot per month will also be applied Both charges will increase 2.5% annually.

2. Complete table below:

Proposed percent of gross sales by category to be paid to City.	Food	_____%
	Non-Alcoholic Beverages	_____%
	Alcoholic Beverages	_____%
	Other (identify) _____	_____%

3. Complete table below:

Identify projected annual gross sales by category.	Food	$_____
	Non-Alcoholic Beverages	$_____
	Alcoholic Beverages	$_____
	Other (identify) _____	$_____

RFP 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.

RFP 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.

RFP ATTACHMENT E

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM TRACKING FORM

(Posted as a separate document.)

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

Authority. San Antonio City Code Chapter 2, Article XI describes the City's veteran-owned small business preference program.

Tracking. **This solicitation is not eligible for a preference** based on status as a veteran-owned small business (VOSB). Nevertheless, in order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both prime contract and subcontract levels.

Certification. The City relies on inclusion in the database of veteran-owned small businesses (VOSB) maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar certification procedures.

Definitions.

The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74.

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.

- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

The program uses the below definition of joint venture.

- Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographically.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR BID/PROPOSAL.

INSTRUCTIONS

- IF SUBMITTING AS A PRIME CONTRACTOR ONLY, COMPLETE **SECTION 1** OF THIS FORM.

- IF SUBMITTING AS A PRIME CONTRACTOR UTILIZING A SUBCONTRACTOR, COMPLETE **SECTIONS 1 AND 2** OF THIS FORM.

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: _____

Name of Respondent:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	No
Name of **SUBCONTRACTOR** Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is **SUBCONTRACTOR** certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is **SUBCONTRACTOR** certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified **SUBCONTRACTOR** as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount		

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Veteran-Owned Small Business Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDDER/RESPONDENT'S FULL NAME:

_____

(Print Name) Authorized Representative of Bidder/Respondent

_____

(Signature) Authorized Representative of Bidder/Respondent

_____

Title

_____

Date

This Veteran-Owned Small Business Program Tracking Form must be submitted with the Bidder/Respondent's bid/proposal.

RFP ATTACHMENT F

CERTIFICATE OF INTERESTED PARTIES FORM (HB 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234). The form is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Print your completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with your response to this solicitation.

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

"Intermediary", for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

(1) receives compensation from the business entity for the person's participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity.

RFP ATTACHMENT G

SIGNATURE PAGE

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 RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits 1 & 2.

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

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 Respondent Questionnaire 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.

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.

_____
Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

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

RFP ATTACHMENT H

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	
General Information and References RFP Attachment A, Part One	
Experience, Background & Qualifications RFP Attachment A, Part Two	
Proposed Plan RFP Attachment A, Part Three	
Capital Improvements RFP Attachment A, Part Four	
Price Schedule RFP Attachment B	
*Contracts Disclosure Form RFP Attachment C	
Litigation Disclosure Form RFP Attachment D	
*Veteran-Owned Small Business Preference Program Tracking Form RFP Attachment E	
Disclosure of Interested Parties Form (HB 1295) RFP Attachment F	
Proof of Insurability (See RFP Exhibit 1) Insurance Provider's Letter Copy of Current Certificate of Insurance	
* Signature Page RFP Attachment G	
Proposal Checklist RFP Attachment H	
One (1) Original, Eight (8) hard copies	

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