

**CITY OF SAN ANTONIO**

**LAW ENFORCEMENT NEED FOR OFFICE SPACE**



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

for

City of San Antonio

Release Date: July 27, 2016  
Deadline for Submitting Questions: 2:00 PM August 10, 2016  
Proposals Due: 2:00 PM August 19, 2016

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### 003 - BACKGROUND

The City of San Antonio ("City") is seeking office space for the purpose of housing various task forces and City police programs that service the entire Bexar County area and are assigned to a multi jurisdictional gang task force with the stated goal of reducing crime through vigilant enforcement. This need represents an initiative from the Governor's Office and is a new program for the City of San Antonio.

The purpose of this Request for Proposal (RFP) is to enable the City to obtain proposals from Respondents regarding the construction or renovation, as the case may be, of a building to accommodate office and other support space for this law enforcement program. The City's expectation is that a facility will be ready for occupancy within 5 to 6 months of the date the lease is approved by the City Council and the prospective developer/landlord will lease the space to the City for an initial term of five years with one option to renew term of five years, completely outfitted for the proposed use, (excluding furniture, fixtures and equipment) including all tenant finish out based on a mutually agreeable space plan to be developed by Respondent and that the lease contract be administered on a full service gross basis with developer/landlord paying all costs associated with the occupancy including janitorial, trash removal, public utilities serving the premises, trash removal and responsibility for maintaining all building components including those interior features considered tenant's trade fixtures.

### 004 - SCOPE OF SERVICE

The City shall require the Respondent to provide a proposal for lease that details how they will accomplish the objectives identified above including but not limited to the details below. A Respondent may sub-contract portions of the required services, if preferred, and should specifically identify who will be the service provider.

Respondents to this RFP are to provide a lease proposal including but not limited to the following:

**Location:** The program to be housed in this facility will serve the entire Bexar County area; however, the facility must be in the City of San Antonio. The preferred site should be in close proximity to a major highway and along established bus routes, otherwise there is no stated preference for any particular portion of the City with the eventual location to be dictated by the facility that offers all of the attributes requested in this RFP at the most economically advantageous cost possible.

**Premises:** Estimated size is 25,043 rentable square feet pursuant to the space needs analysis provided with this RFP solicitation as a separate document. For purposes of calculating lease costs, the Respondent should assume a total Premises size of 25,000 rentable square feet, for any building that cannot be subdivided to this exact size, for example, the building is standalone or a single floor plate represents square footage within reasonable proximity to 25,000 square feet, indicate the reasons why the calculated square footage is other than 25,000 square feet and confirm the amount of square feet that is included in the proposed rental rate. The total rentable square footage of the building is subject to confirmation using the BOMA standard for office type structures.

**Parking:** 102 secured parking spaces as detailed in Section 005, Additional Requirements, along with at least 10 visitor spaces and sufficient handicap accessible parking as required by existing building codes, all of which will be located outside the secured parking area and in addition to the 102 secured parking spaces.

**Lease Terms:** Five year term with periodic rights to terminate at or anytime after a certain time after the Commencement Date. The proposal should indicate any termination rights offered, though all respondents should be aware that as outlined in the lease attached to this RFP as Exhibit G, the executed contract will have a provision allowing termination of the lease at any time in the event that the City Council elects to adopt a budget that does not have sufficient funding to pay the associated lease costs or the funding for the program slated to be housed in this facility is curtailed or eliminated by the State of Texas.

**Lease Structure:** The quoted rent will consist of two (2) components:

1. Base rent quoted on a triple net basis including any costs for tenant improvements but excluding any costs for operation of the premises; and
2. Operating Expense Rent consisting of all expenses incurred by Respondent for the operation of the building including, but not limited to:

- Property Taxes, excluding any taxes attributable to Tenant's personal property.
- All utilities that serve the Premises and the standard hours of operation for the Premises. Any rental rate quoted that does not include service from 7:00 AM to 11:00 PM, 6 days a week must state what the hourly charge is for after hour's services along with any annual inspection requirements for any of the utility infrastructure and systems.
- Daily Janitorial including a day porter during the hours of 10:30 AM to 2 PM Monday thru Friday. The day porter does not have to be exclusive to the Premises, however, they must clean and replenish all bathrooms along with other paper supplies and general cleaning of the premises at least twice a day during the hours indicated and must be available within not more than 60 minutes to respond to calls for service from the building occupants during the requested hours.
- Maintenance of the basic structure, including the foundation; all interior and exterior walls; all interior and exterior glass; roof; maintenance associated the security fencing and associated gate systems equipment and locking devices; all interior and exterior electrical systems; all interior and exterior plumbing systems; and all HVAC systems including any HVAC systems that cool tenant's network equipment. City will not be responsible for any costs associated with the occupancy except for utilities that are specific to the City use limited to telephone, internet and other cable services.
- Maintenance of the exterior landscaping including sprinkler systems installed by Respondent, timely replacement of any landscape features that die and parking lot maintenance and sweeping.
- Property insurance for damage to structure in an amount equal to 100% of the Premises replacement value and any other insurance requirements as detailed in this RFP. All policies of insurance shall name the City of San Antonio as an additional insured.
- Pest control services.
- Trash removal
- Fire alarm monitoring if present in the building
- Replacement and maintenance of fire extinguishers
- Elevator maintenance including any costs associated with monitoring the elevators or providing a dial tone for phone access in the elevator.

The specific responsibilities for janitorial and some building maintenance functions are outlined in Exhibit C of the sample lease document that is provided with this RFP. There shall be no other costs passed through to tenant during the term and tenant's only obligation for expenses related to its occupancy are for its telephone, internet and cable services to the utility provider.

The portion of Operating Expense Rent must be quoted based on the Respondent's estimated cost to provide the required services. Base year or expense stop type quotes will not be accepted as anything that is not verifiable may provide an advantage to one Respondent versus another if the quoted cost is anything other than a firm number. The City will only accept annual increases on this portion of the Operating Expense Rent provided they are fixed or based on Consumer Price Index.

#### Tenant Improvements

In the absence of construction drawings there is no way to determine what the cost of the tenant improvements might be. Based on prior experience the City believes the cost will be about \$40 per rentable square foot, though this cost could be higher or lower depending on what costs are passed through as part of the tenant improvements including any charges related to project management or any costs attributable to landlord insistence on higher than typical finish for carpet, doors and door assemblies or other cosmetic finishes. In order to judge each proposal competitively, Respondent shall state the per rentable square foot allowance provided, the scoring will then be adjusted to add as additional annual rent, the difference between the allowance offered and \$40 per square foot amortized at 7% interest over 5 years. The only exceptions allowed will be if the existing space is already more or less in conformance with the space program provided in Attachment H or if Respondents Price Schedule clearly states that the tenant improvement allowance is on a build to suit basis. The Premises must be free of asbestos, as a result any costs attributable to abatement of hazardous materials within

the premises must be borne solely by the landlord and shall not be considered as part of the tenant improvement allowance provided.

Additionally, Respondents proposal must clearly state if they are willing to provide an allowance for additional improvements. The City is requesting an additional tenant allowance of \$150,000.00. Tenant shall be allowed to spend this additional allowance on anything it deems appropriate, including but not limited to: fund any changes requested by Tenant to the construction plan occurring after construction commences and not accounted for in the Tenant Improvement Allowance; telephone systems; low voltage security systems; furniture systems and any other building components that would be considered beyond what is typically provided for tenant improvements. Tenant will agree to reimburse Landlord for all costs attributable to Additional Tenant Improvements by the later of 30 days after (i) the Commencement Date as that term is defined in the lease or (ii) the date that Landlord invoices tenant for the work attributable to Additional Tenant Improvements including lien release sand other documentation to confirm that the vendor providing the Additional Tenant Improvements has been paid in full.

#### Budget

The City has a limited budget for the annual rent for this project. The final cost of the Lease will be established by the selected Response to this RFP. Note, however, the price represented by Respondents will be a factor in selection and award of the contract, so consideration to pricing should be given in submitting a proposal.

#### Site Location

The City has conducted an initial search for office space and believes there are existing buildings in the City of San Antonio that will work for this requirement. Respondents are only limited to a site in the City of San Antonio. It will be the sole decision of the City to decide that the site proposed by the Respondent is responsive to its needs, at its option the City can reject all sites proposed and can initiate a search for sites through issuance of another RFP or any other means the City deems suitable.

### **005 - ADDITIONAL REQUIREMENTS**

#### Lease Negotiations.

Respondents are to confirm acceptance of the lease draft contract language as provided in the document attached to this RFP as Attachment G, or in the event that Respondent is to request any changes to the lease document, then the responses will affirmatively state what sections must be modified and to provided sample language detailing the proposed modifications.

#### Future Expansion

As stated in Section 4 above, the space need has been confirmed to be 25,043 rentable square feet, however the possibility exists that program may expand at a future date, therefore preference will be given to those Respondents that demonstrate with sufficient detail that they can provide the opportunity to expand the Premises at a future date including providing additional parking for any expansion area at the ratio of 5 spaces per 1,000 square feet of expansion area. In the event that Respondent can provide the opportunity to expand, their proposal should include how many square feet could be provided and at what time during the Initial Term could the expansion premises be made available along with a commitment of all economic terms related to the expansion premises including rent and TI allowance.

#### Tenant Improvement Allowance.

The expectation is that Respondent will deliver at the quoted base rent a 25,000 +/- square foot building shell with construction completed for all interior and exterior finish out on the selected site, based on a mutually agreeable space plan. The selected Respondent will be expected at their own cost and expense to hire an architect of their choosing and develop a space plan prior to the execution of a lease document providing in sufficient detail enough information so that a comprehensive budget to complete the required construction can be developed. Prior to Landlord's execution of the lease agreement, the parties will agree on a construction budget and preliminary space plan. In the event the budget figure will cause the landlord to be unable to deliver the premises pursuant to the economic terms outlined in their proposal either party may terminate negotiations and have no further obligation to the other, at which point City can chose to repeat the RFP process or go to any one of the other Respondents and begin negotiating with them. The particulars of the allowance to be provided by Landlord will be detailed in the Price Schedule included with Respondents' proposal and will include the following:

- Cost of all construction to complete the improvements detailed in the mutually agreeable space plan to be developed after Respondent is selected.
- All tenant finish out including but not limited to carpet, paint, electrical systems, lighting systems, HVAC systems and plumbing systems exclusive to Tenant.
- Cost to outfit and equip a telephone room in accordance with City of San Antonio standards including dedicated HVAC systems serving the telephone room exclusively and a separate SCIF or Sensitive Compartmented Information Facility.
- Exterior and interior signage.
- Any other expenses landlord details on the price schedule provided under no circumstances, despite landlord's representation otherwise may landlord pass through any costs detailed below.

The following construction related expenses are to be provided by Landlord at its sole cost and expense and not chargeable to Tenant:

- A parking area striped and lighted for at least 10 visitor spaces along with sufficient handicap accessible parking as required by applicable building codes located outside of the secured parking area which will consist of 102 full size parking spaces. As part of landlord's scope, at its sole cost, the parking area sufficient to accommodate 102 full size parking spaces will need to be developed so that it is secure, behind a fence of at least 7 feet in height, 100% screened with a solid material along with two secured and access controlled using a keypad lockset installed on both sides man gates along with two separate motorized gates (spaced logically so that traffic can move through the secured parking area with each gate being wide enough to accommodate entering and exiting traffic) including underground wiring for secure proximity card reader access that is compatible with the City's Hirsh system to enter and leave. This form of key access should be a low voltage proximity type reader with a keypad override tied into at Landlord's expense the low voltage security system located in the main communication room that Tenant will provide for the exterior and interior doors of the building. Landlord shall be solely responsible for installing any required emergency vehicular access that may be required for the building resulting from the installation of the secured access fencing. Included within Landlord's scope for development of the parking needs is the requirement to outfit 6 of the parking spaces with a dedicated 20 amp electrical plug within not more than 3 feet of the space for which the plug is provided;
- The cost to abate any asbestos or other hazardous material in the Premises, all of which must be removed by licensed abatement contractors in accordance with State of Texas law prior to City occupancy of the Premises
- The cost to make the building ADA compliant including but not limited to any modifications to the parking area, sidewalks and building approaches, doorways or bathroom areas.
- The cost of improvements to any building systems shared in common with other tenants, including but not limited to bathrooms and lobbies.

Note that the City's expectation is that all of the required tenant improvement work is paid for by owner as part of the annual lease cost so Respondent should be prepared to finance this entire cost of the TI without any expectation to receive additional payment from the City during the term except for any costs incurred by Landlord to outfit the space as a result of a request by City staff to modify plans previously approved or other work for Additional Tenant Improvements as detailed in Section 004 Scope of Services above.

#### Appropriations.

The City of San Antonio is a home rule municipality; as a result, in accordance with the State of Texas constitution funding for the lease agreement is subject to an annual appropriation by the elected members of the San Antonio City Council. In the event that funds are not appropriated for any reason, then Tenant may terminate this lease.

#### Timing

As part of the Proposed Plan, Respondents will provide a timeline indicating the amount of time necessary to design and construct the improvements. Preference will be given to responses that provide sufficient detail so that the reviewer can reasonably determine that Premises can be delivered and ready for occupancy by end of February, 2017. City expects to sign a lease document similar in format to that attached hereto as Attachment G with Respondent in September, 2016, any work done by Respondent prior to the execution of the lease is at Respondents sole risk and expense.

#### 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**

A contract awarded in response to this RFP will be for a five (5) year period commencing upon tenant's occupancy of the premises which in no event will be later than thirty (30) days after the date that a Certificate of Occupancy confirming the completion of the tenant improvements outlined herein is issued. Terms will also include the right to renew the lease at City's option for one additional term of five (5) years.

### **007 - PROPOSAL REQUIREMENTS**

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

Submit one (1) original, signed in ink, three (3), and one (1) copy of the proposal on compact disk (CD) or Flash Drive containing an Adobe PDF version of the entire proposal. Each of the items listed below must be labeled with the heading indicated below as a separate file on the CD or Flash Drive.

Each of the items listed below must be uploaded as a separate attachment, labeled with the heading indicated below.

#### TABLE OF CONTENTS

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

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

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

PROPOSED PLAN. Follow the format found in this RFP as Attachment A, Part Three.

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

CONTRACTS DISCLOSURE FORMS. Use the link provided below and indicated on RFP Attachment C. Respondent may download a copy at:

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

Instructions for completing the Discretionary Contracts Disclosure form:

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

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

Additionally the Texas Ethics Commission requires that a form 1295 be filled out. The following is a link to that form

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

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

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

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

**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 E. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

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

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

#### **008 - CHANGES TO RFP**

Changes to the RFP, made prior to the due date for proposals shall be made directly to the original RFP. Changes are captured by creating a replacement version each time the RFP is changed. It is Respondent's responsibility to check for new versions until the proposal due date. City will assume that all proposals received are based on the final version of the RFP as it exists on 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.

#### **009 - SUBMISSION OF PROPOSAL**

Proposals must be submitted in hard copy format as provided below.

##### Submission of Hard Copy Proposals.

Respondent shall submit one original, signed in ink, three (3) copies and one copy of the proposal on compact disk (CD) or Flash Drive containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "2016 Law Enforcement Space Needs" on the front of the package.

Proposals must be received in the City Clerk's Office no later than 2:00 p.m., Central Time, on August 19, 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 City Clerk's Office by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

##### Mailing Address:

City Clerk's Office  
Attn: Law Enforcement Facilities Developer  
P.O. Box 839966  
San Antonio, Texas 78283-3966

Physical Address:  
City Clerk's Office  
Attn: Law Enforcement Facilities Developer  
100 Military Plaza  
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. All proposals shall be bound. 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 one-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 or electronic submission through City's portal. Each proposal must include the sections and attachments in the sequence listed in the RFP Section, Proposal Requirements, and each section and attachment must be indexed and, for hard copy submissions, 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 by the City Clerk 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.

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 City 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 and twenty (120) 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, or during any phase of the selection process, shall be borne solely by Respondent.

**010 - 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 and 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 submit written questions concerning this RFP to the Staff Contact Person listed below until **2:00 p.m.**, Local Time, on August 10, 2016. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail.

**Mick Haase**

**City of San Antonio, Center City Development and Operations – Leasing Division**

[mick.haase@sanantonio.gov](mailto:mick.haase@sanantonio.gov)

Questions submitted and the City's responses will be posted 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. Respondents desiring a review of the solicitation process may submit a written request no later than seven (7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.

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

## **012 - EVALUATION OF CRITERIA**

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

Evaluation Criteria:

Experience, Background, Qualifications (5 points)

Proposed Plan (15 points)

Price (80 points)

## **013 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS**

The City reserves the right to award 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 the City, as determined by the selection committee, upon approval of the City Council.

The 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 the City. However, final selection of a Respondent is subject to City Council approval.

The City reserves the right to accept one proposal 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.

The City will require the selected Respondent(s) to execute a lease contract with the City similar in format to that provided in Attachment G, prior to City award. No work shall commence until the 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 the City until approved by the City Council. In the event the parties cannot negotiate and execute a contract within 30 days after the Respondent has been told they have been selected, the 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.

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

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

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City’s Ethics Code. (Discretionary Contracts Disclosure – form may be found online at <https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.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 to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Respondent should consult its own legal advisor for answers to questions regarding the statute or form.

## 014 - SCHEDULE OF EVENTS

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

RFP Release Date	July 27, 2016
Final Questions Accepted	August 10, 2016 at 2:00 PM
Proposal Due	August 19, 2016 at 2:00 PM

**015 - RFP EXHIBITS**

**RFP EXHIBIT 1**

Omitted.

## RFP EXHIBIT 2

### Insurance Requirements

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

A) Prior to the commencement of the lease as anticipated by this RFP, Consultant shall furnish copies of a completed Certificate(s) of Insurance to the City's Human Resources Department, which shall be clearly labeled "**City of San Antonio**" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The CITY shall have no duty to pay or perform under the Agreement until such certificate and endorsements have been received and approved by the City's Human Resources Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

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

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

<u>TYPE</u>	<u>AMOUNTS</u>
<u>1. Workers' Compensation</u>	<u>Statutory Limits</u>
<u>2. Employers' Liability</u>	<u>\$500,000/\$500,000/\$500,000</u>
<u>3. Broad form Commercial General Liability Insurance to include coverage for the following:</u>	<u>For Bodily Injury and Property Damage of \$1,000,000 per occurrence;</u>
<u>a. Premises/Operations</u>	<u>\$2,000,000 General Aggregate, or its</u>
<u>b. Independent Contractors</u>	<u>equivalent in Umbrella or Excess Liability</u>
<u>c. Products/Completed Operations</u>	<u>Coverage</u>
<u>d. Personal Injury</u>	
<u>e. Contractual Liability</u>	
<u>f. Damage to property rented by you</u>	<u>\$100,000</u>
<u>4. Business Automobile Liability</u>	<u>Combined Single Limit for Bodily Injury and</u>
<u>a. Owned/leased vehicles</u>	<u>Property Damage of \$1,000,000 per</u>
<u>b. Non-owned vehicles</u>	<u>occurrence</u>
<u>c. Hired Vehicles</u>	
<u>5. Damage and Destruction to Premises Including fire and other casualty</u>	<u>An amount equal to 100% replacement value of Premises with a deductible of not greater than \$20,000</u>

D) Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Respondent herein, and provide a certificate of insurance and endorsement that names the Respondent and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by the CITY, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the CITY, the CITY shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to CITY at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes.

City of San Antonio  
Center City Development and Operations Leasing Division  
P.O. Box 839966  
San Antonio, Texas 78283-3966

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

Name the City, its officers, officials, employees, volunteers, 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 where the CITY is an additional insured shown on the policy;

Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the CITY.

Provide advance written notice directly to CITY of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

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

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

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

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

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

**TO THE EXTENT THAT THESE INSURANCE REQUIREMENTS CONFLICT WITH THE INSURANCE PROVISIONS PROVIDED IN ATTACHMENT G TO THIS RFP DOCUMENT, THE LEASE4 DOCUMENT SHALL PREVAIL.**

## RFP EXHIBIT 3

### Indemnification Requirements

As a condition to submitting a proposal, Respondent will be required to comply with the indemnification provisions shown below as it applies to the RFP process. In the event that Respondent's proposal is selected and a lease is executed, the lease agreement will include specific indemnification language that will apply to the Landlord Tenant relationship anticipated in the lease:

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the 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 the CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. 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 RFP 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.

#### No Limitation of Liability.

The CITY will not agree to allow the RESPONDENT to limit its liability for breach or default related to the RFP terms and conditions.

**THESE INDEMNIFICATION REQUIREMENTS ARE IN ADDITION TO THE INDEMNIFICATION PROVIDED IN THE LEASE CONTRACT ATTACHMENT G TO THIS RFP.**

**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.

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**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.

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**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.

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

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**11. Previous Contracts:**

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

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

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b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

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

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

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

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## REFERENCES

Provide three (3) references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided. Notwithstanding this fact, if Respondent is a current Landlord of the City of San Antonio, this requirement to provide references is waived.

**Reference No. 1:**

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

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

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

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

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

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

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

\_\_\_\_\_

**Reference No. 2:**

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

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

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

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

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

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

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

\_\_\_\_\_

**Reference No. 3:**

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

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

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

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

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

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

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

\_\_\_\_\_

## RFP ATTACHMENT A, PART TWO

### EXPERIENCE, BACKGROUND, QUALIFICATIONS

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

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. Of particular interest to the City will be Respondent or its team member's prior experience developing facilities on a fast track basis.

Describe Respondent's approach to development of the facility, provide detail on any means that Respondent has used in the past to deliver a facility on an accelerated basis and identify any methods Respondent will employ for the timely construction of the required facility.

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.

List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.

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 identify the members of the team including architect, contractor, project manager and any other team members that Respondent deems essential to the success of the project. For each team member provide::

- a. Number of year's experience.
- b. Specific experience constructing buildings similar to what the Respondent is proposing
- c. Specific experience for the architect, if any, designing classroom facilities

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.

State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.

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

## RFP ATTACHMENT A, PART THREE

### PROPOSED PLAN

Prepare and submit the following items.

Work Plan – **The Work Plan will describe the Respondent's approach to the Scope of Services outlined in this RFP.** Describe the work to be completed and the associated tasks to be performed. Include a discussion of the following elements:

- 1) Approach to Construction. As stated in this RFP, ability to deliver the facility prior to end of February 2017 is critical. Respondent should identify the construction method they will use for the building structure and clearly detail why this method is superior to other construction methods. This would include detail about the intent to use a project manager that may or may not be an employee of the owner, approach to bidding which may or may not add time to the construction schedule, architects and engineers, if known that will be involved in the project, etc....
- 2) Team members for the management and operation of the Premises, The Work Plan should detail the property management company, if any, landscaper, HVAC maintenance company and any other firms that will be involved in the day to day operation of the Premises.
- 3) Additional Information - Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.
- 4) Identify the source of financing to develop the project, provide firm commitments from lenders or other evidence that Respondent has the financial wherewithal to complete the project.
- 5) Respondent shall review the lease document attached hereto as Attachment G and indicate if the Respondent is willing to sign the document "as is" subject only to minor non-material changes. Preference will be given to Respondents that will accept the City lease as drafted. In the event that Respondent will require changes to the document, Respondent must provide detailed descriptions of the lease sections that will require revision and what the revised language will be.
- 6) Schedule - Respondents will provide a timeline indicating the amount of time necessary to design and construct the improvements. Sufficient detail must be provided so that the reviewer can reasonably determine that Premises can be delivered and ready for occupancy by end of February, 2017. City expects to sign a lease document similar in format to that attached hereto as Attachment G with Respondent in late September 2016 any work done by Respondent prior to the City's execution of the lease is at Respondents sole risk and expense. The schedule must indicate any critical path tasks that require input from City, such as interior space plan approval, that if not meet will result in delay in meeting the end of February, 2017 delivery date.
- 7) Site Location – Respondent must provide clear detail as to why their site is superior to others in the City of San Antonio including any features that make development on this site more feasible than others proposed, cost of acquisition, etc...
- 8) Building Services – state the standard building hours and the charge, if any, for hourly HVAC and electricity after building standard hours. For purpose of determining the cost competitiveness of each proposal, City will add as a cost to the rent any charges that will accrue based on the operating hours specified in the Lease Section 1 as indicated in RFP Attachment G versus the operating hours that Respondent is offering.
- 9) Ability to expand – Respondent shall indicate if expansion of the Premises is an option. If so, detail shall be provided as to how much space could be available for expansion, when it will be ready and at what cost. Details for parking associated with the expansion area should also be provided including how many spaces and a commitment to expand the secured parking area to accommodate the expansion area parking.
- 10) Parking Area, provide clear details in how the parking will be provided as outlined in Section 5 of this RFP including details on method of securing the parking area, how the vehicle and man gates will be controlled and potential to expand the secured parking area if the premises size is increased during the term.

**RFP ATTACHMENT B**

**PRICE SCHEDULE**

**Facility Rental Rate:** Confirm site location proposed for development

Respondent to separately identify proposed charges on an annual per rentable square foot basis to be applied per your proposed plan as detailed below.

Premises Size	_____	Rentable Square Feet
Base Rent for Premises	\$ _____	per rentable SF, flat for the entire 5 year term, or; In the event there are periodic escalations in the base rent, modify the form to provide a separate line for each escalation and indicate the frequency, i.e. year 1, or month 30 etc...
Operating Expense Rent:	\$ _____	per rentable SF, identify when escalations will be due and how they will be calculated. Note that estimated operating expenses and expense stops will not be allowed. In order to ensure each proposal is competitive, no preference can be gained by providing artificially low estimates, therefore, Respondent must be confident in the estimated expenses as they will be memorialized in the lease and cannot increase except as provided for below.
<b>Total Rent</b>	<b>\$ _____</b>	<b>per rentable SF</b>
Tenant Improvement Allowance	\$ _____	per rentable square foot at no additional increase to Base Rent. The annual rent will be adjust as provided for in Section 004 Scope of Services for any proposals that do not provide an allowance of at least \$40 per rentable square foot or do not clearly state Build to Suit on this line item.
Option Period Base Rent	\$ _____	per rentable square foot during the entire Option Period Term. The Operating Expense Rent can be adjusted to reflect actual expenses incurred to provide landlord services at the time the option to renew is exercised.

The Price Schedule will clearly reflect what is included in the Tenant Improvement Allowance, for instance, is a construction management fee being charge?, if so how much?; does the allowance include any expenses attributable to soft costs associated with construction such a architectural and engineers fees, building permit fees, etc. Does the Premises have asbestos present or other hazardous material that must be abated prior to construction, if so what is the estimated cost to abate this material, (as detailed elsewhere in this RFP, any cost to abate hazardous materials is strictly at the landlord's expense and cannot be charged against the allowance, however depending on the magnitude of the hazardous material present it could adversely affect the construction schedule and should be revealed now as part of the RFP response).

The Price Schedule shall provide detail as to how future increases in operating expense rent will be calculated, for the reasons stated above, the City will only accept an annual set percentage increase or CPI increase.

The City's preference is that Base Rent shall not be subject to adjustment during the term. However, in determining the competitiveness of each proposal the entire cost over 5 years will be calculated to account for any changes in the Base Rent during the term so increases over time will be accounted for giving no competitive advantage to a proposal that is lower in the first year of the term and higher in later years versus a proposal that is flat over the 5 years.

The figures must be quoted based on the expectation that City can simply multiply the rates quoted above by the number of rentable square feet indicated to establish what the cost would be on an annual basis.

**Option:** One (1) option of five (5) years with set increases to Base Rent only, while a provision to adjust Operating Rent not to exceed Landlord's cost to provide the services associated with Operating Rent. The proposal will identify how much this percent increase will be at the commencement of each option. Operating Expense Rent will be recalculated at the commencement of the renewal term based on Landlord's actual cost to operate the building for the prior full calendar year occurring before the renewal date. At time of Renewal, Tenant shall pay as additional rent the cost to carpet and paint the Premises amortized over the renewal term at 7% annually in the event that Tenant elects to either carpet or paint the Premises.

Security Deposit: Waived

Pre-Paid Rent: Waived

Free Rent: Allowed, but only to the extent that any offer of free rent does not extend the term beyond 60 months. Any offer of free or reduced rent must be clearly identified on Attachment B.

## **RFP ATTACHMENT C**

### **DISCLOSURE FORMS**

In the event that Respondent is a present Landlord of the City and has submitted the Discretionary Contracts Disclosure Form in the past 90 days, provided there is no change to any information provided, then a new form is not required.

Discretionary Contracts Disclosure Form may be downloaded at <https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.

Instructions for completing the Discretionary Contracts Disclosure form are listed below:

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

Additionally the Texas Ethics Commission requires that a form 1295 be filled out. The following is a link to that from

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

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

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

**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  
SIGNATURE PAGE**

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <http://www.sanantonio.gov/purchasing/>.

By submitting a proposal, whether electronically or by paper, 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.

**Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions**

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

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.)

If submitting your proposal electronically, through City's portal, Co-Respondent must also log in using Co-Respondent's log-on ID and password, and submit a letter indicating that Co-Respondent is a party to Respondent's proposal and agrees to these representations and those made in Respondent's proposal. While Co-Respondent does not have to submit a copy of Respondent's proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

\_\_\_\_\_  
Co-Respondent Entity Name

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

**RFP ATTACHMENT F  
PROPOSAL CHECKLIST**

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFP Attachment A, Part One	
Experience, Background & Qualifications RFP Attachment A, Part Two	
Proposed Plan RFP Attachment A, Part Three	
Pricing Schedule RFP Attachment B	
Discretionary Contracts Disclosure form RFP Attachment C	
Litigation Disclosure RFP Attachment D	
Proof of Insurability (See RFP Exhibit 2) Insurance Provider's Letter Copy of Current Certificate of Insurance	
Confirmation of acceptance of the proposed lease as shown on Attachment G, or a detailed write up of any changes that will be requested by Respondent	
*Signature Page RFP Attachment E	
Proposal Checklist RFP Attachment F	
One (1) Original, three (3) copies and one (1) CD of entire proposal in PDF format if submitting in hard copy.	

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

**RFP ATTACHMENT G**  
**SAMPLE LEASE DOCUMENT**

**Attached as a separate document**

**RFP ATTACHMENT H**  
**An architectural program for the City of San Antonio**  
**Law Enforcement Space and Equipment Needs**

**Posted as a separate document**