

**CITY OF SAN ANTONIO**

FINANCE DEPARTMENT



**REQUEST FOR PROPOSAL  
("RFP")  
(RFP-013-002)**

for

HEALTHY SNACK VENDING SERVICES

Release Date: April 30, 2013  
Proposals Due: May 29, 2013

**002 - TABLE OF CONTENTS**

<b>Table of Contents</b>		
<b>Section</b>		<b>Page Number</b>
002	Table of Contents	2
003	Background	3
004	Scope of Service	3
005	Additional Requirements	5
006	Term of Contract	5
007	Pre-Submittal Conference	5
008	Proposal Requirements	6
009	Changes to RFP	7
010	Submission of Proposal	7
011	Restrictions on Communication	8
012	Evaluation of Criteria	9
013	Award of Contract and Reservation of Rights	9
014	Schedule of Events	10
<b>RFP Exhibits</b>		
Respondent's Proposal must contain the following documents. These forms can be found as attachments to this RFP or web links, as indicated.		
RFP Exhibit 1	Vending Locations	11
RFP Exhibit 2	San Antonio Healthy Vending Guidelines	13
RFP Exhibit 3	Table 1 - Proposed Vending Products	14
RFP Exhibit 3	Insurance Requirements	15
RFP Exhibit 4	Indemnification Requirements	17
RFP Exhibit 5	SBEDA Compliance	18
<b>RFP Attachments</b>		
Attachment A, Part 1	General Information Form	25
Attachment A, Part 2	Experience, Background, Qualifications	29
Attachment A, Part 3	Proposed Plan	30
Attachment B	Revenue and Commission Schedule	32
Attachment C	Discretionary Contracts Disclosure Form	34
Attachment D	Litigation Disclosure Form	35
Attachment E	SBEDA Form(s)	36
Attachment F	Signature Page	37
Attachment G	Proposal Checklist	38

### 003 - BACKGROUND

The City of San Antonio is seeking proposals from qualified vending machine operators (“Respondents”) to provide healthy snack options for employees and visitors at various City facilities and properties. The successful Respondent(s) will provide and maintain snack vending machines on City of San Antonio properties identified in this RFP.

Presently, there are approximately 60 snack vending machines located throughout the City. The City may consider adding additional snack vending locations at selected City facilities and properties throughout the term of the contract. Refer to Exhibit 1 – Vending Locations for a complete list of existing vending locations. The City, at its sole discretion, shall have the right to approve or deny any locations proposed by the Respondent, as well as the placement of vending machines.

The City has implemented a spectrum of health and wellness interventions to counter the growing rates of obesity and diabetes. One effort within the community is to promote healthier foods, snack, and beverages where residents live, work, study, and play. Healthy vending is a way to build healthier snacking habits in the worksite and these habits can extend to the home and throughout the community.

With a municipal workforce of approximately 12,000 employees, the City is implementing worksite wellness programs to improve employee health and the healthfulness of the working environment. When grouped with other healthy eating strategies, healthy snack vending can lead to reduced health care costs and increased productivity. Subconscious education and awareness build as employees begin identifying healthier snack options in their worksite vending machines. Over time, as exposure to healthful selections increases, healthier snacks may begin replacing high fat and high sugar selections within their home environments.

The City requires that a minimum of 75% of the snacks offered in each vending machine will comply with the following guidelines per package as indicated in Exhibit 2 - San Antonio Healthy Vending Guidelines:

- No more than 200 calories
- No more than 35% of calories as fat
- No more than 10% of calories as saturated fat
- No more than 35% of calories as sugar
- No more than 250 milligrams of sodium per package
- No fried foods

Nuts, seeds, whole/dried fruits, cheeses and yogurts are exempted from the fat and sugar criteria, but must be less than 200 calories per package.

#### **Value-added Services**

Although the City requires a minimum of 75% of snacks offered to comply with the above guidelines, the City will give preference to proposals that expand the selection of healthy snacks beyond the minimum up to 100% of the snacks offered.

The attached reference sheet in Exhibit 2 - San Antonio Healthy Vending Guidelines may be used as an additional reference to help evaluate the nutritional content of potential snack items as the guidelines for the percentages for fat, saturated fat and sugar are have been converted to maximum levels in grams for various caloric values.

### 004 - SCOPE OF SERVICE

The City desires to enter into an Agreement with a Respondent that will provide: 1) healthy snacks to staff and visitors at a reasonable cost, and 2) support to the City’s community programs. The City of San Antonio reserves the right not to award the Agreement in whole or in part, if it determines that the responses to this RFP do not meet its needs or are not in the best interest of the City.

1. The Vendor, at its own expense, is responsible for performing all services required, including maintaining, cleaning, repairing, and restocking vending machines and assuring that all items stocked continue to meet the nutritional guidelines established.
2. All vending machines must have internal electronic, non-resettable cash sales meters. Upon commencement of the Agreement, meters will be read, recorded and mutually verified with Finance

Department personnel at the time of installation. Period ending cash sales meter readings will be required for every vending machine with each monthly Sales and Commission Report. Electronic meter readings will be subject to audit by the City, its representatives, or an authorized third party at any time.

3. Commission payments to the City shall be based upon a percentage of Adjusted Metered Gross Receipts. Adjusted Metered Gross Receipts are defined as the amount of computed receipts, based upon the cash sales meter readings, that should have been removed from the vending machine at the time of service, less refunds, test vends, and burglaries.
4. The Vendor will be responsible for any tax obligations.
5. The City reserves the right to include or exclude additional locations during the term of the agreement at the sole discretion of the Director of Finance or designee. In addition, the respondent shall indicate the location of the machine on City property, i.e. employee breakroom, Building 2, etc.
6. Vendor shall not add or remove any vending machines without the City's written consent. Changes to the vending machines shall be reported to the City within 30 days of the occurrence. Changes to circuit boards shall require new meter readings. The new readings shall be submitted to and validated by the City in appropriate format.
7. All vending machines installed under the Agreement must be Data Exchange (DEX) capable. Serial numbers will be verified with model types to meet DEX capability.
8. All vending machines installed under the Agreement must comply with all requirements established by all local, state, and federal guidelines.
9. Each vending machine must accept dollar bills or be co-located with a bill changer to be provided at Respondents expense.
10. Commission payments and Sales and Commission Reports from the Vendor are due to the Department of Finance by the fifteenth (15th) of each month for the previous month's transactions. Monthly Sales and Commission reports for vending services shall include the following information:
  - A. Location
  - B. Machine serial number
  - C. Machine Type
  - D. Beginning Cash Sales Meter reading for the reporting period per machine
  - E. Ending Cash Sales Meter reading for the reporting period per machine
  - F. Metered Gross Receipts per machine
  - G. Adjustments to Metered Gross Receipts per machine (less refunds, test vends, and burglaries)
  - H. Adjusted Metered Gross Receipts per machine
  - I. Commission Rate for each machine
  - J. Commission Due for each machine
  - K. Summary of Metered Gross Receipts, Adjustments to Metered Gross Receipts, Adjusted Metered Gross Receipts and Commissions Due for all machines
  - L. Explanation if machine is changed to include new serial numbers, etc.
11. At no time will vending machines have outdated snack/food items. Each product must be pre-packaged and labeled with a visible date of expiration. The Vendor must comply with all applicable local, state and federal regulations, standards and qualifications regarding packaging, labeling, ingredient listing and standards.
12. Vendor may only sell standard and nationally advertised products of first class standard grades and of good quality.
13. Requests for changes in products to be vended and/or prices shall be submitted in writing by Vendor to City with documentation supporting the request. The City shall have sole authority to approve/reject such requested changes. Change(s) to product(s) that do not comply with the established nutritional guidelines will not be approved.
14. Any signage, marketing materials or machine façades that display food items will be limited to those products that are consistent with the nutritional guidelines for healthier products.
15. Respondent can submit a plan to describe any recommendations for additional services that the respondent suggests the City should incorporate.
16. As necessary, according to the products being vended, microwave ovens and stands are to be provided, cleaned and maintained by the Vendor.
17. All machines and general area (including microwaves) shall be cleaned with every service call.
18. The City reserves the right to charge the Vendor a predetermined fee for the estimated monthly operating cost of each machine. The Vendor agrees to be billed for this charge on a monthly basis to cover the City's cost for electricity. The predetermined fee will be based upon actual energy consumption(kWh) of each machine on a monthly basis multiplied by the City's energy cost (\$/kWh)
19. Respondents are encouraged to propose the installation of energy management devices on vending machines.
20. The Vendor will be responsible for the costs associated with the maintenance and installation of any electrical outlets necessary to operate vending machines.

21. Respondents may visit existing and potential vending locations identified in Exhibit 1 of this RFP that provide public access, but are prohibited from interviewing City staff or other visitors at that location in an effort to obtain information relating to this RFP.

Respondent will be required to provide a minimum of 75% of the snacks offered in each vending machine that will comply with the nutritional guidelines set forth in this RFP. Although the City requires a minimum of 75% of snacks offered to comply with the above guidelines, the City will give preference to proposals that expand the selection of healthy snacks beyond the minimum up to 100% of the snacks offered.

## **005 - ADDITIONAL REQUIREMENTS**

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

## **007 - PRE-SUBMITTAL CONFERENCE**

A Pre-Submittal Conference will be held at the City of San Antonio, Finance Department, Purchasing Division Large Conference Room, Riverview Towers, 111 Soledad, Suite 1100, San Antonio, Texas 78205 at **1:30 p.m. Central Time, on Thursday, May 9, 2013**. Respondents are encouraged to prepare and submit 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. Respondents are encouraged to resubmit in writing, to the City Staff person identified in the Restrictions of Communication section, each question presented orally at the Pre-Submittal Conference. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. The City of San Antonio, Finance Department, Purchasing Division Large Conference Room Building is wheelchair accessible. The accessible entrance is located at City of San Antonio, Finance Department, Purchasing Division Large Conference Room. 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 the City 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.

## 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.

If submitting a hard copy proposal, submit one original, signed in ink, eight (8) copies and one copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal. Each of the items listed below must be labeled with the heading indicated below as a separate file on the CD.

### 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. 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.

COMPENSATION SCHEDULE. Use the Revenue and Commission Schedule that is found in this RFP as Attachment B.

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

<https://www.sanantonio.gov/eforms/att/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.

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

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

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE

PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

### 009 - CHANGES TO RFP

Changes to the RFP, made by City 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.

### 010 - SUBMISSION OF PROPOSAL

Proposals must be submitted in hard copy format.

#### Submission of Hard Copy Proposals.

Respondent shall submit one original, signed in ink, eight (8) copies and one copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "**Healthy Snack Vending Services**" 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 May 29, 2013** 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: Department of Finance  
P.O. Box 839966  
San Antonio, Texas 78283-3966

#### Physical Address:

City Clerk's Office  
Attn: Department of Finance  
100 Military Plaza  
2nd Floor, City Hall San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. If submitting a hard copy, submit proposal in a securely bound fashion. Binders are not required. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and, 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 or electronic submission through City's portal. 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 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 prior to the due date for submission of proposals and submitted in the same manner as original proposal. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the Original proposal is being withdrawn.

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 Director of Finance 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 ninety (90) 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 **4:30 p.m.**, Local Time, on **May 15, 2013**. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail.

**Grace Solis, Procurement Specialist III**  
**City of San Antonio, Solid Waste Management Department**  
**Grace.Solis@sanantonio.gov**

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

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form. The point of contact is Shuchi Nagpal. Ms. Nagpal may be reached by telephone at (210) 207-0071 or by e-mail at Shuchi.Nagpal@sanantonio.gov. *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

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

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

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

## **012 - EVALUATION OF CRITERIA**

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

Evaluation criteria:

**Experience, Background, Qualifications (25 points)**

**Proposed Plan (40 points)**

**Revenue and Commission Schedule (15 points)**

**SBE Prime Contract Program – (20 points)**

Certified SBE firms headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime Contractors proposing at least 51% SBE participation (prime and/or subcontractor) will receive twenty (20) evaluation criteria percentage points.

No evaluation criteria percentage Points will be awarded to non-SBE Prime Contractors through subcontracting to certified SBE firms.

## **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.

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 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	April 30, 2013
Pre-Submittal Conference	May 9, 2013 1:30 p.m.
Final Questions Accepted	May 15, 2013 4:30 p.m.
Proposal Due	May 29, 2013 2:00 p.m.

## 015 - RFP EXHIBITS

### RFP EXHIBIT 1 VENDING LOCATIONS

<b>Acct Name</b>	<b>Address</b>
M. HUANTES LLDC	1411 GUADALUPE
ST. MARY'S LLDC	3141 CULEBRA
INTL CENTER 2ND FLOOR	203S ST MARY
NORTHEAST SERVICE CENTER	10303 TOOL YARD
TOOL YARD #2	10303 TOOL YARD
MUNICIPAL PLAZA	114 W. COMMERCE
RIVERVIEW TOWER	111 SOLEDAD
CELLAR BOOKSTORE	600 SOLEDAD BASEMENT
BROOKS-BLD 8030	7020 CHALLENGER
FERRARI CENTER	107 W. RAMPART
CONVENT CTR FACIL. HEMISFAIR BLG 277	200 E MARKET
RIVERVIEW TOWER	111 SOLEDAD 4TH
EOC#1	B130 INNER CIR
EOC#1	8130 INNER CIR
ANIMAL CARE FACILITY	4710 S HWY 151
A.J. BENAVIDES LLDC	515 CASTROVILLE
COLUMBIA HEIGHTS LLDC	502 FITCH
WILLIE VELASQUEZ LLDC	1302 ZARZAMORA
PUBLIC WORKS	7402 S NEW BRAUNFELS
CITY HALL	100 PLAZA DE ARMAS
POLICE HEADQUARTERS	214 W NUEVA
ITSD	515 S FRIO
POLICE PATROL PRUE	5020 PRUE RD
POLICE ACADEMY	12200 LOOP 410 SE
POLICE ACADEMY	12200 LOOP 410 SE
CENTRAL LIBRARY	600 SOLEDAD
PUBLIC WORKS	4512 S ZARZAMORA
SOUTH FLORES OFFICES	7930 FLORES
FRANK GARRETT CENTER	1226 NW 18TH
CITY NANATORIUM	1430 W DURANGO
MCFARLIN TENNIS CENTER	1503 SAN PEDRO
ALAMODOME (FIELD)	100 MONTANA
ALAMODOME (MEZZANINE)	100 MONTANA
AUTO OPS DIV	329 S FRIO ST
CITY CONVENTION BUREAU	200 E MARKET
CITY EMERGENCY CENTER	315 S SANTA ROSA
CLAUDE BLACK COMM CTR	2805 E HOUSTON
PARKING DIVISION 600 HP1	600HEMISPHERE
PARKING DIVISION MAINT. HP2	243 N CENTER
HEMISPHERE PARKING PERMIT HPP	243 N CENTER
PATROL EAST	3635 E HOUSTON ST
PATROL NORTH	13030 JONES MALTS
PATROL WEST	7000 CULEBRA
PUBLIC SAFETY TECH CTR	515 S FRIO
PUBLICWORKS(NW)	6802 CULEBRA
SWMD	4410 PIEDRAS DR.
CONVENTION CTR DOCK #2	200 E MARKET

**015 - RFP EXHIBITS**

**RFP EXHIBIT 1  
VENDING LOCATIONS - CONTINUED**

CONVENTION CTR DOCK #3	200 E MARKET
CONVENTION CTR 2ND FLOOR	200 E MARKET
FRANK WING DETENTION	401 S FRIO
WING BLDG JURY BREAKRM	401 S FRIO
MAIN HEALTH DEPT	332 W COMMERCE
PARKS - REC ADMIN	OLD HWY 90
PARKS - REC DOCK	OLD HWY 90
SOUTH ALAMO #1 SNACK	1901 SOUTH FLORES
SOUTH ALAMO #2 SNACK	1901 SOUTH FLORES
POLICE HEADQUARTERS	214W NUEVA
SAN ANTONIO NATATORIUM	1430 W DURANGO
CONVENTION CENTER N. DOCK	200 E MARKET

**RFP EXHIBIT 2**

**SAN ANTONIO HEALTHY VENDING GUIDELINES**

**Posted as a separate document**

**RFP EXHIBIT 3**

**TABLE 1 PROPOSED VENDING PRODUCTS**

**Posted as a separate attachment**

**RFP EXHIBIT 4**

**INSURANCE REQUIREMENTS**

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

**INSURANCE**

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

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

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

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations *b. Independent Contractors c. Products/Completed Operations  d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage     f. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

D) Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Respondent herein, and provide a certificate of insurance and endorsement that names the Respondent and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or

circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

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

City of San Antonio  
Attn: Finance Department  
P.O. Box 839966  
San Antonio, Texas 78283-3966

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

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

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

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

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

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

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

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

## RFP EXHIBIT 5

### 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 4

### SBEDA ORDINANCE COMPLIANCE PROVISIONS

#### A. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements. In the absence of a waiver granted by the SBO, failure of a Prime Contractor to commit in its response, through fully-documented and signed SBO-promulgated Subcontractor/Supplier Utilization Plan form, to satisfying the SBE subcontracting goal shall render its response NON-RESPONSIVE.

Exception Request - A Respondent may, for good cause, request an Exception to the application of the SBEDA Program if the Respondent submits the Exception to SBEDA Program Requirements Request form (available at <http://www.sanantonio.gov/edd/SmallBusiness>) with its solicitation response. The Respondent's Exception request must fully document why: (1) the value of the contract is below the \$50,000 threshold for application of the SBEDA Program; or (2) no commercially-useful subcontracting opportunities exist within the contract scope of work; or (3) the type of contract is outside of the scope of the SBEDA Ordinance. Late Exception Requests will not be considered.

#### B. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2010-06-17-0531 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development (EDD) website page and is also available in hard copy form upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of this Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

#### C. Definitions

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

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

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

Commercially Useful Function – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed. The use of S/M/WBE firms by CONTRACTOR to perform such “pass-through” or “conduit” functions that are not commercially useful shall be viewed by the CITY as fraudulent if CONTRACTOR attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE subcontractor or joint venture partner towards attainment of S/M/WBE utilization goals, and the CONTRACTOR and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

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

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

HUBZone Firm – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

Independently Owned and Operated – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

Individual – an adult person that is of legal majority age.

Industry Categories – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering (A&E), Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as “business categories.”

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

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

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

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

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

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

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

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

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

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

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

Prime Contractor – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City. For purposes of this agreement, this term refers to the CONTRACTOR.

Relevant Marketplace – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the MGT Studies, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

Respondent – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City. For purposes of this agreement, CONTRACTOR is the Respondent.

Responsible – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

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

San Antonio Metropolitan Statistical Area (SAMSA) – also known as the Relevant Marketplace, the geographic market area from which the CITY's MGT Studies analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

SBE Directory - a listing of small businesses that have been certified for participation in the City's SBE Program APIs.

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

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

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

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

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

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor or CONTRACTOR in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of each binding agreement between the CONTRACTOR and its subcontractors shall be submitted to the CITY prior to execution of this contract agreement and any contract modification agreement.

Suspension – the temporary stoppage of the SBE or M/WBE firm's beneficial participation in the CITY's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7 of Attachment A to the SBEDA Ordinance, or the temporary stoppage of CONTRACTOR's and/or S/M/WBE firm's performance and payment under CITY contracts due to the CITY's imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

Subcontractor/Supplier Utilization Plan – a binding part of this contract agreement which states the CONTRACTOR's commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee.

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

D. SBEDA Program Compliance – General Provisions

As CONTRACTOR acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its Subcontractors with this term;
2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its Subcontractors or suppliers;
3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
4. CONTRACTOR shall immediately notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.
5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.
6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.
7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's

Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the CONTRACTOR and each of its Subcontractors for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System, and CONTRACTOR has represented to CITY which primary commodity codes each registered Subcontractor will be performing under for this contract.

#### E. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiatives to this contract. CONTRACTOR hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement:

SBE Prime Contract Program. In accordance with the SBEDA Ordinance, Section III. D. 7. (a), this contract is being awarded pursuant to the SBE Prime Contract Program, and as such, CONTRACTOR affirms that if it is presently certified as an SBE, CONTRACTOR agrees not to subcontract more than 49% of the contract value to a non-SBE firm.

#### F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

#### G. Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

#### H. Violations, Sanctions and Penalties

In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;
2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;
3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;
4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

1. Suspension of contract;
2. Withholding of funds;
3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
4. Refusal to accept a response or proposal; and
5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

**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 assignment ever been an officer or partner of some other organization that failed to complete a contract?

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

---

---

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

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

---

---

## REFERENCES

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

### Reference No. 1:

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

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

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

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

Telephone No. \_\_\_\_\_

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

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

\_\_\_\_\_

### Reference No. 2:

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

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

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

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

Telephone No. \_\_\_\_\_

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

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

\_\_\_\_\_

### Reference No. 3:

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

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

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

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

Telephone No. \_\_\_\_\_

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

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

\_\_\_\_\_

## 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.

1. Provide a description of your firm's background and relevant experience in providing services requested by this RFP.
2. List and describe a minimum of four (4) active accounts of comparable size and sales volume. For each of the accounts, provide the total number of vending machines and annual gross sales volume. Identify key personnel assigned to each of the accounts and their role.
3. Provide no more than three (3) examples of accounts in which Respondent has increased sales volumes and improved service levels and describe how these increases and improvements were accomplished.
4. Describe Respondent's specific experience providing vending services to public entity clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department(s) for which Respondent provided those services.
5. Describe Respondent's experience with healthy vending programs. Provide examples of experience with healthy vending requirements and provide a list of current contracts that contain healthy vending requirements, if available.
6. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
7. 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.
8. State 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. Include resumes of key personnel.
9. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.

## RFP ATTACHMENT A, PART THREE

### PROPOSED PLAN

Prepare and submit the following items.

#### 1. BUSINESS PLAN:

- a. Submit a detailed business plan for the first year of operations. The plan should address and include the following:
  - Respondent's plan to enhance current services and maximize revenues including any recommendations for additional services;
  - Implementation Plan detailing the rate at which your firm will install vending machines at each of the proposed vending locations / facilities upon contract award;
  - Transition Plan from the current vendor to the successful respondent, if the current vendor is not the successful respondent, to ensure uninterrupted service.
- b. State the projected amount of annual gross sales for each of the proposed contract terms described in Article III, Term, of this RFP for the following categories. State all assumptions used to calculate projected amount of annual gross sales to include, but not limited to, annual case sales volume by category and projected growth rates of sales.
  - Snack Vending
  - Other
- c. Utilizing RFP Exhibit 1, indicate the properties / facilities vendor proposes to place vending machines. For each of the proposed vending locations, indicate the number and type(s) of vending machines to be placed at each properties / facility.
- d. Provide a detailed description of the types and features of vending machines to be installed, including drawings, specifications or photographs. Highlight any new technologies available on proposed vending machines. Indicate number of machines that will be equipped with energy management devices and custom machine facades.
- e. Identify the number of vending machines that will be able to accept all major credit and debit cards, provided that the location is one where an appropriate signal connection can be achieved. Respondent must comply with all laws by maintaining the level of Payment Card Industry (PCI) certification as required by applicable laws throughout the term of the contract. City may require verification of PCI certification at any time.

#### 2. HEALTH PLAN

- a. Submit a detailed health plan that supports the consumption of healthy products with product offerings that include nutritious items.
- b. Complete Attachment 3 - Table 1 Proposed Vending Products. List proposed vending products to include manufacturer, description, product volume/weight/size, calories per package, total fat grams per package, saturated fat grams per package, sugar grams per package, sodium milligrams per package, wholesale, and price. Proposals must include natural or healthy vending choices that follow the healthy snack guidelines listed in the RFP. The vendor must provide prices for each of the proposed vending products.
- c. State any proposed adjustments to vending prices over the term of the contract. The vendor should address how it will assure the City that the prices offered are the lowest prices the City of San Antonio could obtain. Changes in pricing shall be approved by the City.
- d. Identify method and process to present a pleasing product presentation style and perception of value. Submit photographic samples of advertising display signage on machines that will reflect healthy choices.
- e. Provide samples of machine vending selection options that avoid duplication of product in same machine.

- f. Provide a plan for meeting the minimum requirement of 75% healthy snacks within each machine. **Value Added Services** - Respondents are encouraged to submit a plan offering up to 100% healthy snack options. State the percentage of healthy snacks offered and the variety/assortment of products that will be available. The City will give preference to proposals that exceed the 75% minimum requirement for healthy snacks.

### 3. OPERATIONAL PLAN:

- a. Describe your management plan for restocking machines to include schedule and procedures. This plan should assure continued compliance with nutritional guidelines throughout the term of the contract. Modifications to products offered must be approved by City prior to change
- b. Provide your plan for the maintenance, repair, and replacement of machines during the contract period. Respondents must provide a guaranteed response time to repair malfunctioning or broken machines. A monetary penalty will be imposed upon the Vendor for machines not serviced within 48 hours to compensate City for the loss of revenue.
- c. Description of plan to notify customers as to any down-time or inoperative machines, to include the posting of specific telephone numbers and addresses for customers to contact the Respondent regarding inoperative or damaged vending machines.
- d. Describe your plan for notification of changes to the City. Include a sample report to include all locations, date of readings and a section to describe any replacements, adjustments, changes to circuit board, etc.
- e. Respondent should describe its policies on refunds and specific procedures for reimbursement of money lost in machines. The emphasis and details enclosed in the proposal should be to effectively and efficiently refund customers in a timely manner. Be advised – City Staff will not handle any aspect of the refund procedure.
- f. Description of cash handling plan and procedures.

### 4. MARKETING PLAN AND OUTREACH:

Include a proposed marketing plan and the minimum annual amount that the Respondent will dedicate for marketing support. Identify the minimum annual dollar amount of any proposed donations to the City for the benefit of the community. For each value-added or alternative enhancement that the Respondent chooses to include in its response, the Respondent should include the assessed dollar value for the estimated costs to the Respondent for the proposed investment.

Examples of opportunities include:

- Sponsorship of City programs, events, and activities – examples of programs include health/wellness, youth and recycling programs, Parks & Recreation Show Mobile
- Promotional – custom machine bank facades, event banners
- Donations - cash, equipment and supplies, annual allocation of product, logo merchandise

Benefits could include:

- The designation as partner of the City of San Antonio for use in promotional activities
- The ability to conduct sampling programs at City properties and sponsored events, upon approval of the City, to try out unfamiliar vending options and encourage healthy choices

This can include cross-promotional packages, which may include strategic alliances with national, regional, and/or local recognized third party brands. If proposing a cross-promotional package, include plans for any cooperative funds to market and support the services that the City offers to the community.

**RFP ATTACHMENT B**

**REVENUE AND COMMISSION SCHEDULE**

Identify the annual guaranteed amounts that Respondent will pay the City to provide the City with snack vending services for the contract term described in Section 006, Term, of this RFP.

**Annual guaranteed amounts based upon a five (5) year contract with two (2), two-year options:**

Proposed Annual Guaranteed Amount	Snack Vending
Year 1	\$ _____
Year 2	\$ _____
Year 3	\$ _____
Year 4	\$ _____
Year 5	\$ _____
Option Year 1	\$ _____
Option Year 2	\$ _____
Option Year 3	\$ _____
Option Year 4	\$ _____
Total	\$ _____

In addition to the above annual guaranteed amounts, identify commission payments to the City expressed as a percentage of Adjusted Metered Gross Receipts for both proposed contract terms described in Article III, Term, of this RFP. Adjusted Metered Gross Receipts are defined as the amount of computed receipts, based upon the cash sales meter readings, that should have been removed from the vending machine at the time of service, less refunds, test vends and burglaries.

**Commission Payments based upon a five (5) year contract with two (2), two-year options:**

Proposed Commission Payments	Snack Vending
Year 1	____%
Year 2	____%
Year 3	____%
Year 4	____%
Year 5	____%
Option Year 1	____%
Option Year 2	____%
Option Year 3	____%
Option Year 4	____%

## **RFP ATTACHMENT C**

### **DISCRETIONARY CONTRACTS DISCLOSURE FORM**

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.

**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**

**SBEDA FORM(S)**

Posted as a separate attachment.

**RFP ATTACHMENT F**

**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 3 & 4.

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

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.)

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 G**

**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	
Compensation Schedule RFP Attachment B	
Discretionary Contracts Disclosure form RFP Attachment C	
Litigation Disclosure RFP Attachment D	
* SBEDA Form RFP Attachment E; and Associated Certificates, if applicable	
Proof of Insurability (See RFP Exhibit 4) Insurance Provider's Letter Copy of Current Certificate of Insurance	
* Signature Page RFP Attachment F	
Proposal Checklist RFP Attachment G	
One (1) Original, eight (8) 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.