

CITY OF SAN ANTONIO

DOWNTOWN OPERATIONS DEPARTMENT



REQUEST FOR PROPOSAL ("RFP")

for

**CENTRO INFO CENTER LEASE SPACE
410 East Commerce Street, San Antonio, Texas 78205**

Issued: June 1, 2007
Proposals Due: July 2, 2007

Table of Contents	
Section	Page Number
I. Background	3
II. Scope of Services	3-4
III. Term of Contract	4
IV. Pre-Submittal Conference	5-6
V. Proposal Requirements	6-7
VI. Amendments to RFP	7-8
VII. Submission of Proposals	8-9
VIII. Restrictions on Communication	9-10
IX. Evaluation Criteria	10-11
X. Award of Contract and Reservation of Rights	11-12
XI. Schedule of Events	13
XII. Ownership and Licenses	14
XIII. Intellectual Property	14-15
RFP Attachments	
Respondent Questionnaire	RFP Attachment A
Discretionary Contracts Disclosure Form	RFP Attachment B
Litigation Disclosure Form	RFP Attachment C
Small Business Economic Development Program Policy and Forms	RFP Attachment D
Compensation Schedule Form	RFP Attachment E
Insurance Requirements	RFP Attachment F
Indemnification Requirements	RFP Attachment G
Signature Page	RFP Attachment H
Proposal Checklist	RFP Attachment I
Centro Info Center Layout	RFP Attachment J

I. BACKGROUND

The City of San Antonio ("City") seeks proposals from qualified Respondents interested in operating a retail establishment within the City's information and public restroom facility called the **Centro Info Center**. The Centro Info Center is located on the ground floor of the northeast corner of the City's Riverbend Parking Garage located at 410 E. Commerce Street, San Antonio, Bexar County. The retail space available is approximately 300 square feet.

The Centro Info Center will include 24-hour restroom facility for the public 7 days a week. In addition to the public restrooms, the facility will also provide visitor information services from 10 a.m. to 8 p.m., 7 days a week. Janitorial and security services will be provided by the City in order to maintain a safe and clean environment for the public. The Centro Info Center is currently under construction and is anticipated to be open and operational no later than November 15, 2007.

II. SCOPE OF SERVICES

The City of San Antonio is seeking an individual or business to lease and operate a retail establishment located within the Centro Info Center in a manner consistent with the Downtown Operations Department goals, as outlined in the Request for Proposal (RFP). The goals of the Downtown Operations Department for this venue are to (1) provide first class service to visitors and residents in the downtown area; (2) provide quality retail concepts and value to visitors and residents; (3) provide innovative retail concepts with broad customer appeal; (4) enhance the image of the City; (5) provide business opportunities for disadvantaged business enterprises; and (6) optimize market rate retail revenues for the City of San Antonio.

The selected Respondent must agree that the principal use of the leased premises will be for retail sales. Additionally, the selected Respondent shall agree to maintain a minimum operating schedule of 10:00 a.m. to 8:00 p.m., Monday through Sunday.

A. Concession Space

Offered in this RFP is one retail space available at the Centro Info Center on the ground floor of the northeast corner of the City's Riverbend Parking Garage located at 410 E. Commerce Street, San Antonio, Texas. The retail space available is approximately 300 square feet with a layout of space found in **Attachment J**. The proposed space does not provide an enclosed area. The space is an open area within the facility that can accommodate a kiosk retail operation.

Respondent should note that the location and size of the proposed space is an estimate and subject to change at any time, without liability to the City. The Director of Downtown Operations Department shall reserve the right to add Leased Space prior to any Agreement.

B. Merchandise Concepts

To assist Respondents in developing their proposal, a brief description of appropriate merchandise concepts is provided below. The description is intended to provide examples of the types of merchandise that may be offered by operators. The City is committed to developing an innovative retail location that incorporates the highest level of quality in a unique shopping environment.

Branded Retail Sales or Quick Service Food and Beverage

The offered location is intended for retail sales and/or fast food/quick-service food/beverage with an emphasis on the foods-to-go option or retail concession stand. The menu should focus on one specific food theme, offering a variety of freshly prepared items and cover all day parts. The location should offer only premium quality products, served quickly and efficiently or innovative merchandising items.

Potential Retail Merchandising

- San Antonio Mementos
- Tee-Shirts
- Caps
- Periodicals/Publications
- Crafts
- Tourism related services such as tours or tickets to venues

Potential Food Concepts:

- Sausages/hotdogs
- Snacks (i.e. cookies, pretzels, etc.)
- Hamburger
- Mexican or other ethnic foods
- Salads, coffee or deli concepts.
- The offered location **SHALL NOT** sell alcoholic beverages.

III. TERM OF LEASE AGREEMENT

The Lease Agreement will become effective and binding upon execution by the City, but not less than ten (10) days after City Council approval. The Term will commence on the Effective Date and shall expire on the third anniversary of the date on which the City delivers the Leased Space to the selected Respondent. The City reserves, at its sole discretion, the right to extend the lease for up to two (2) three (3) year lease terms.

At this time, the City anticipates that the location included in this RFP will be delivered to the selected Respondent within ten (10) days of substantial completion of construction of the Centro Info Center which is forecasted for November 15, 2007. Prior to delivery of the Leased Space, the selected Respondent will be required to submit construction plans and store opening schedule ("Development Plan") to the Director of Downtown Operations ("Director") for approval. The Development Plan can include the cart or kiosk concept within the space. If the concession is not open for business by December 30 2007, then the City may assess a late opening fine at the rate of \$200.00 per day until the location opens to the public for business.

IV. PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at the **Development and Business Service Center, Lone Star Room (2nd floor), 1901 S. Alamo, San Antonio, Texas 78204 at 10:00 a.m. Central Daylight Time, on Wednesday, June 13, 2007.** Attendance at the Pre-Submittal Conference is optional.

This meeting place is accessible to disabled persons. The Development and Business Service Center is wheelchair accessible. The accessible entrances are located at 1901 S. Alamo. Accessible parking spaces are located at 1901 S. Alamo parking lots. Auxiliary aids and services are available upon

request. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral responses provided by City staff at the Pre-Submittal Conference shall be preliminary. A written summary of the Pre-Submittal Conference shall contain official responses, if any. Any oral response given at the Pre-Submittal Conference that is not confirmed in the written summary of the Pre-Submittal Conference or by a subsequent addendum shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City.

V. PROPOSAL REQUIREMENTS

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

- A. RESPONDENT QUESTIONNAIRE: Complete and submit RFP Attachment A, Respondent Questionnaire.
- B. DISCRETIONARY CONTRACTS DISCLOSURE: Complete, sign and submit RFP Attachment B, Discretionary Contracts Disclosure Form.
- C. LITIGATION DISCLOSURE: Complete and submit RFP Attachment C, Litigation Disclosure Form. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form with the proposal.
- E. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY PROGRAM FORM: Complete, sign and submit the *List of Sub-Contractors/Suppliers* contained in RFP Attachment D.
- F. COMPENSATION SCHEDULE: Complete and submit RFP Attachment E, Compensation Schedule Form.
- G. FINANCIAL INFORMATION:
Respondent must submit with proposal, the following:

- If Respondent is organized as a corporation, partnership, LLP, LLC or joint venture, submit complete financial statements, including a Balance Sheet, Income Statement and Statement of Cash Flows, prepared in accordance with generally accepted accounting principles, for the current fiscal year-to-date, and the most recent three complete fiscal years. Footnote disclosures must accompany the submitted year-to-date financial statements. If available, financial statements audited or certified by an independent certified public accountant should be submitted; otherwise, a notarized statement certifying the accuracy of the financial information and signed by an officer of the proposing entity must accompany the financial information.
- If the proposing entity is a wholly-owned subsidiary of another entity, then the above-referenced financial information of the parent entity must also be submitted.
- If Respondent intends to organize as a partnership, LLP, LLC, or joint venture, then the above-referenced financial information of each partner, LLC/LLP member or joint-venture

must be submitted. Individuals required to provide financial information must submit the three most recent personal tax returns and a current statement of net worth.

- If Respondent intends to operate as a sole proprietorship, then the three most recent personal tax returns and a current statement of net worth must be submitted.

The Respondent must submit the above-referenced financial information for proposed subtenants, if any.

The City reserves the right to obtain, at no cost to the Respondent, a Dun and Bradstreet financial report, or other credit report, on Respondent and its partners, affiliates and subtenants, if any, to facilitate its financial evaluation of the Proposal.

- H. PROOF OF INSURABILITY: Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFP if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate and policy page that shows the City of San Antonio as an additional insured under the policy. Requirements found in RFP Attachment F.
- I. SIGNATURE PAGE: Respondent must complete, sign and submit the Signature Page found in RFP Attachment G. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal.
- J. PROPOSAL CHECKLIST: Complete and submit the Proposal Checklist found in RFP Attachment H.

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

VI. AMENDMENTS TO RFP

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

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

VII. SUBMISSION OF PROPOSALS

- A. Respondent shall submit one (1) original, signed in ink and eight (8) copies of the Proposal, in a sealed package, clearly marked on the front of the package ***Centro Info Center at Riverbend Garage***. All Proposals must be received in the City Clerk's office no later than 3:00 p.m. Central Daylight Time on **Monday, July 2, 2007** at the address below. Proposals submitted prior to the above time and date may be modified provided such modifications are sealed and received by the City Clerk's Office prior to the time and date set for submission of proposals. Any Proposal or modification received after this time shall not be considered.

Mailing Address:

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

Physical Address:

City Clerk's Office
100 Military Plaza
2nd Floor, City Hall
San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

- B. Proposal Format: Each proposal shall be typewritten and submitted on 8 ½" x 11" white paper inside a three ring binder. The use of recycled paper is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed one-sided only. Margins shall be no less than 1" around the perimeter of each page. A proposal may not exceed fifty (50) pages in length, excluding financial information. Electronic files, websites, or URLs shall not be included as part of the proposal; compact disks and/or computer disks submitted as part of the proposal shall not be considered.

Each proposal must include the sections and attachments in the sequence listed in the RFP Section V, Proposal Requirements, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal.

- C. Respondents who submit proposals to this RFP shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or shorthand, 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 in their proposal's Respondent Questionnaire.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the signature page of its proposal, the Director of Aviation Department shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

- D. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred-twenty (120) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.
- E. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.
- F. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

VIII. RESTRICTIONS ON COMMUNICATION

- A. Respondents are prohibited from communicating with elected City officials and their staff regarding the RFP or Proposals from the time the RFP has been released until the contract is posted as a City Council agenda item. Respondents are prohibited from communicating with City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Proposal submitted by Respondents. Violation of this provision by Respondent and/or their agent may lead to disqualification of Respondent's proposal from consideration. Exceptions to the restrictions on communication with City employees include:
 - 1. Respondents may ask verbal questions concerning this RFP at the Pre-Submittal Conference.
 - 2. Respondents may submit written questions concerning this RFP to the Staff Contact Person listed in the address below until **4:30 p.m. Central Daylight Time on Wednesday, June 20, 2007**. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by certified mail, return receipt requested, to:

Jacklyn Crews-Diaz, Special Projects Coordinator
Downtown Operations Department
City of San Antonio
202 East Nueva
San Antonio, Texas 78204

However, electronic submissions by facsimile or e-mail will also be accepted at 210-207-4276 or Jacklyn.Diaz@sanantonio.gov.

Respondents wishing to receive copies of the questions submitted prior to the deadline and the City's responses must notify the Contact Person in writing prior to the date and time the questions are due.

3. Respondent and/or their agents may contact the Small Business Outreach Office of the Economic Development Department for assistance with issues specifically related to the completion of the Good Faith Effort Plan. Point of contact is Ms. Anita Uribe Martin, who may be reached via telephone at **(210) 207-3900** or through e-mail at anita.martin@sanantonio.gov. Respondents and/or their agents may contact Ms. Brice or Ms. Martin at any time prior to the due date for submission of proposals. Contacting them or their offices regarding this RFP after the proposal due date is not permitted.
4. 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.

B. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City.

IX. EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon this same criteria, or other criteria to be determined by the selection committee. 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:

A. Experience, Background, Qualifications (10 points)

.

B. Proposed Retail Plan (50 points)

C. Compensation Schedule (20 points)

D. Small Business Economic Development Advocacy Program (SBEDA) (20 points):

1. A maximum of ten percentage (10) points for Local Business Enterprises (LBEs).

Prime contractors who have a local branch office will receive six percent (6%) of the selection points.

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

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

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

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

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

X. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

- A. City reserves the right to award one, more than one or no contract(s) in response to this RFP.
- B. 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.
- C. City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.
- D. 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.
- E. No work shall commence until City signs the contract document(s) and Respondent(s) 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.
- F. This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

- G. If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.
- H. 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.
- I. 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 – RFP Attachment B)

- J. Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or omissions, and that City shall in no way be responsible for Respondent’s 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.
- K. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk, if mailing a completed conflict of interest questionnaire, mail to Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Respondent should consult its own legal advisor with questions regarding the statute or form.

XI. SCHEDULE OF EVENTS

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

Friday, June 1, 2007

Pre-Submittal Conference

Final Questions Accepted

Proposals Due

Wednesday, June 13, 2007, 10:00 a.m.

Wednesday, June 20, 2007, 4:30 p.m.

Monday, July 2, 2007, 3:00 p.m.

XII. OWNERSHIP AND LICENSES

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

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

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

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

XIII. INTELLECTUAL PROPERTY

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

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

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

1. Either:

- a) obtain, at Respondent 's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,

- b) alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and
- c) reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

2. Respondent further agrees to:

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

Provided that:

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

RFP ATTACHMENT A
RESPONDENT QUESTIONNAIRE

RESPONDENT QUESTIONNAIRE

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: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____

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

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

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

☐ Partnership

☐ Corporation If checked, check one: ☐ For-Profit ☐ Nonprofit

Also, check one: ☐ Domestic ☐ Foreign

☐ Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

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

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

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ☐ No ☐

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

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

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

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

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

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

Years _____ Months _____

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

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

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

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

Years _____ Months _____

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

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

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

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

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

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

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

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

REFERENCES - Provide three (3) references. ,

Reference No. 1:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Reference No. 2:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Reference No. 3:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

1. Describe Respondent's experience relevant to the scope of retail services contemplated by this RFP, with emphasis upon operation and management experience within a transportation center, information center, shopping center, or other high-traffic/high volume environment. List relevant operation and management experience for businesses of similar size and scope by including the following:
 - a. Name and location/address for each;
 - b. Food service and/or merchandise concepts offered;
 - c. Average annual sales volume; and
 - d. Length of time and reason(s) for leaving or closing business.
 - e. Provide photographs of the interior and exterior for each business listed, if available.
2. Describe Respondent's specific concession experience within a similar setting, if applicable. If Respondent has operated a concession within a City facility or for the City in the past, include the following:
 - a. Identify the department for which concession services were provided;
 - b. Name and location/address for each;
 - c. Food service and/or merchandise concepts offered;
 - d. Average annual sales volume;
 - e. Length of time operating business and reason(s) for leaving or closing business; and
 - f. Provide photographs of the interior and exterior for each business listed, if available.
3. List key personnel who will be assigned and actively involved in the management and operation of the proposed concession (include resumes for each listing relevant experience, licenses, certifications, associations, specialized training, etc.).
4. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past.
5. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

PROPOSED PLAN - Prepare and submit the following items.

1. Retail Concept Development Plan. Describe Respondent's proposed plan for retail or food service operation to include the following:
 - a. Food service and/or merchandising concepts and theme;
 - b. Proposed merchandise categories or menu and the approximate price range for each category;
 - c. Provide Layout for visual presentation; and
 - d. Identify three stores and/or restaurants within the San Antonio area for price comparison purposes that are comparable to the Respondent's. If Respondent operates other similar stores or restaurants within the San Antonio area, those store(s) or restaurant(s) must be included in the comparable facility listing.
2. Design of Facilities Plan. Describe Respondent's plan for proposed capital improvements, if any, to be made to the space and the dominant design theme. Include with response the following:
 - a. Photographs of existing facilities and/or renderings of the proposed facility to illustrate the proposed design.
 - b. Identify proposed architectural design team, specifying prior experience in the design of retail and/or food service facilities (including resumes and project experience).
3. Projected Sales, Net Income and Cash Flow Statements. Provide a good faith estimate derived from the proposed operation(s) for the first three years of the Term. Include the following:
 - a. Expected annual gross sales;
 - b. Cost of goods sold;
 - c. Operating expenses;
 - d. Net income and cash flow;
 - e. Effect of proposed compensation to the City on net income and cash flow; and
 - f. Major assumptions used in developing the sales projections.
4. Capital Investment and Financial Sources Plan. Provide a detailed cost estimate for the Respondent's proposed improvements and additional start-up costs. Include with response, Respondent's source of funds (cash, bank loan, etc.) for said improvements and start-up costs. Note: Respondent's proposed estimate should delineate all improvements; equipment; furnishing and fixtures; architectural design and engineering fees; working capital; initial inventory; improvements completion bond; and other capital investments.
5. Management/Maintenance Plan – Describe Plans to ensure maintenance of Respondent's facility throughout term of contract. Identify proposed tasks and schedule, including but not limited to management. plan, staffing plan, technical plan, design plan and safety plan.
6. Marketing Plan – describe plan to market proposed operation, including community outreach and utilization of specific media. Identify minimum annual expenditures to be dedicated to marketing efforts.
7. Additional information. Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

RFP ATTACHMENT B

DISCRETIONARY CONTRACTS DISCLOSURE FORM

City of San Antonio Discretionary Contracts Disclosure

*For use of this form, see [Section 2-59 through 2-61 of the City Code \(Ethics Code\)](#)
Attach additional sheets if space provided is not sufficient.*

(1) Identify any individual or business entity³ that is a party to the discretionary contract:
(2) Identify any individual or business entity which is a <i>partner</i>, <i>parent</i> or <i>subsidiary</i> business entity, of any individual or business entity identified above in Box (1):
☐ No partner, parent or subsidiary; or List partner, parent or subsidiary of each party to the contract and identify the corresponding party:
(3) Identify any individual or business entity that would be a <i>subcontractor</i> on the discretionary contract.
☐ No subcontractor(s); or List subcontractors:
(4) Identify any <i>lobbyist</i> or <i>public relations firm</i> employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.
☐ No lobbyist or public relations firm employed; or List lobbyists or public relations firms:

³ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

(5) Political Contributions List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made to any <i>current</i> or <i>former member</i> of City Council, any <i>candidate</i> for City Council, or to any <i>political action committee</i> that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):			
☐ No contributions made; If contributions made, list below:			
By Whom Made:	To Whom Made:	Amount:	Date of Contribution:
(6) Disclosures in Proposals Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question ⁴ as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code) , ("conflicts of interest") by participating in official action relating to the discretionary contract.			
☐ Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or Party aware of the following facts: 			
<i>This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.</i>			
Signature:	Title: Company or D/B/A:	Date:	

⁴ For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

RFP ATTACHMENT CC
LITIGATION DISCLOSURE FORM

LITIGATION DISCLOSURE

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

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

RFP ATTACHMENT D

**SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY PROGRAM
POLICY AND LIST OF SUBCONTRACTORS/SUPPLIERS FORM**

SMALL BUSINESS PROGRAM

1. **Small Business Participation**

Pursuant to Ordinance No. 2007-04-12-0396, it is the policy of the City of San Antonio to involve Small, Minority, Women and African-American Owned Business Enterprises (S/M/W/AABE) to the greatest extent feasible in the City's discretionary contracts. The intent and purpose of the policy is to ensure that S/M/W/AABE firms have the opportunity to compete for City contracts without discrimination on the basis of race, color, religion, national origin, age, sex or handicap. To accomplish the objectives of the Small Business policy, the City has established specific goals for local S/M/W/AABE participation in this contract.

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

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

territories. To qualify as an AABE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the AABE's category of contracting for at least on year.

3. **Goals for Small Business Participation**

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

MBE	31%
WBE	10%
AABE	2.2%
SBE	50%

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

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

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

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

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

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

4. **List of Subcontractors/Suppliers Required**

Proposals shall include a List of Subcontractors/Suppliers, which shall identify the particular SBEs, MBEs, WBEs and AABEs to be utilized in the performance of a contract awarded pursuant to this RFP.

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

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

6. **Small Business Program Information**

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

LIST OF SUBCONTRACTORS/SUPPLIERS

The Bidder/Proposer, _____, as part of the procedure for the submission of bid/proposals on a project known as _____, submits the following list of subcontractors/suppliers for proposed subcontracting areas (use additional sheets if necessary) to be used in the performance of work to be done on said project.

NAME OF SUBCONTRACTOR/SUPPLIER	SBE-MBE-WBE-AABE CERTIFICATION NUMBER	PERCENT AND DOLLAR AMOUNT OF SUBCONTRACT

The following section is to be completed if the contract (Project) is for less than \$200,000. Please list subcontracting solicitations to all SBE-MBE-WBE-AABE contractors for participation on project. If none, explain (exclude successful bidders listed above). Use additional sheets if necessary. **The contractor is expected to solicit participation on subcontracts from available MBE-WBE-AABE-SBEs under this contract.**

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

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

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

AFFIRMATION

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

NAME AND TITLE OF AUTHORIZED OFFICIAL: _____

SIGNATURE: _____ DATE: _____

List of Subcontractors Rev. 10/12/04

RFP ATTACHMENT E
COMPENSATION SCHEDULE

Rev. 06/03

4

COMPENSATION SCHEDULE

- A. Proposed Minimum Annual Guarantee Rent (MAG):** Indicate the Minimum Annual Guarantee Rent (“MAG”) you propose to pay the City during the Contract Term. Note: Proposed MAG shall be paid to the City in equal monthly installments during the term.

Proposed Minimum Annual Guarantee Rent (MAG)
Minimum Annual Guarantee Rent (MAG) payable to City: \$_____per year Note: Minimum acceptable MAG is \$7,200 per year, based on 400 sq. ft. at \$18 per sq. ft. In addition to MAG, fees for utilities and CAM shall be due.

- B. Proposed Percent Payment to City:** In the table below, please enter the proposed percentage of adjusted gross sales payable to City. Note: Payment due to City shall be the greater of proposed percentage of adjusted gross sales or proposed MAG.

Adjusted gross sales shall mean payments received by concessionaire, its subcontractors, and/or its affiliates acting on concessionaire's behalf, whether in cash or in kind, for any good or service associated with this agreement less sales tax remitted to taxing authorities or refunds to the public.

Percent Payment to City
Proposed Percentage of Adjusted Gross Sales Payable to City % Note: Minimum Acceptable Percentage is 10%

RFP ATTACHMENT F
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

A) Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Downtown Operations Department, 202 East Nueva, San Antonio, TX 78204, Attn: James Lazo, Facilities Coordinator, which shall be clearly labeled "Centro Info Center at Riverbend Garage" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title 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 Downtown Operations Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

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

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

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises operations *b. Independent CONTRACTORS c. Products/completed operations d. Personal Injury e. Contractual Liability *f. Environmental Impairment/ Impact – sufficiently broad to cover disposal liability. *g. Broad form property damage, to	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

include fire legal liability	
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

<u>TYPE</u>	<u>AMOUNTS</u>
5. Property	Must maintain all risk property insurance in the amount of the full replacement cost.
6. Liquor Liability (if applicable)	Not less than \$1,000,000.00
7. All Risk Blanket Builder Risk	Must provide risk insurance to cover materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility.

* if applicable

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

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

E) Consultant 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 and employers' liability policies will provide a waiver of subrogation in favor of the City.

- Provide thirty (30) calendar days 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.

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

G) If Consultant fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement; however, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Consultant to maintain said insurance or secure such endorsement. In addition to any other remedies the City may have upon Consultant'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 Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

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

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

J) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

RFP ATTACHMENT G

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 REQUIREMENTS

RESPONDENT covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or 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 CONTRACT, 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 performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT.

It is the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by RESPONDENT to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. RESPONDENT further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

The provisions of this INDEMNIFICATION 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 contract, 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.

RFP ATTACHMENT H

SIGNATURE PAGE

SIGNATURE PAGE

The undersigned certifies that (s)he is authorized to submit this Proposal on behalf of the entity named below:

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.)

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

By signature(s) above, Respondent(s) agrees to the following:

1. 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.
2. 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 Attachments F & G.
3. 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.
4. 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.
5. Respondent agrees to fully and truthfully submit a Respondent Questionnaire and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.
6. 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.

RFP ATTACHMENT I
PROPOSAL CHECKLIST

PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Respondent Questionnaire (RFP Attachment A)	
* Discretionary Contracts Disclosure (RFP Attachment B)	
Litigation Disclosure (RFP Attachment C)	
* List of Subcontractors/Suppliers (RFP Attachment D)	
Compensation Schedule (RFP Attachment E)	
Financial Information	
Proof of Insurability • Insurance Provider's Letter • Copy of Current Certificate of Insurance	
* Signature Page (RFP Attachment H)	
Proposal Checklist (RFP Attachment I)	
One (1) Original and Eight (8) Copies of Proposal	

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

ATTACMENT J
CENTRO INFO CENTER LAYOUT

ATTACHMENT J

