

# CITY OF SAN ANTONIO

Housing & Neighborhood Services Department



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

**for**

**Market Research Study of Avenida Guadalupe Corridor**

Issued: December 20, 2006  
Proposals Due: February 2, 2007

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## I. BACKGROUND

The City's Neighborhood Commercial Revitalization (NCR) Program is currently seeking assistance from an experienced professional Consultant to conduct an independent market analysis and research study (Study) of the Avenida Guadalupe Commercial District.

The NCR Program was established in 1998 in recognition of the assets and value of San Antonio's once vibrant inner-city commercial districts. NCR's purpose is to stimulate economic revitalization in traditional inner-city neighborhood commercial districts by working with community based partnerships composed of merchants, commercial property owners, institutional stakeholders, and neighborhood groups. The NCR Program works on three levels. Partnership Projects receive a one time grant to assist an organization prepare for a more concentrated revitalization effort. Revitalization Projects receive six year grants to hire an Executive Director to lead revitalization efforts in a targeted business district. Finally, the Networking Forum provides training and assistance to Executive Directors, the Board of Directors of each participating non-profit organization, and area businesses.

The Avenida Guadalupe corridor was designated as a Partnership Project in 2005 and is on track for Revitalization Project designation in November 2006. With technical and financial assistance from NCR staff, a Revitalization Project works to stimulate economic revitalization in traditional inner-city neighborhood commercial districts by working with merchants, commercial property owners, institutional stakeholders, and neighborhood groups. The partnerships will create and implement a comprehensive revitalization plan to bring positive changes to the targeted commercial districts.

The City of San Antonio has budgeted \$15,000 to acquire a market research study of the Avenida Guadalupe corridor.

## II. SCOPE OF SERVICES

Description and Basic Requirements: The Study will include the following scope of services and deliverables:

### A. Collection of Baseline Data (to be in final appendix of study)

#### Demographics

Prepare a comprehensive demographic and economic profile of the immediate area surrounding the Avenida Guadalupe Association (AGA) corridor as designated by the attached map. The profile shall include:

1. Population Characteristics
  - a. Ethnicity
  - b. Income distribution patterns
  - c. Age-median and distribution patterns
  - d. Household income-median
  - e. Average per capita income

- f. Household size-median and average
  - g. Number of households by type
  - h. Density of households
  - i. Education
  - j. Spending habits
  - k. Health Care
2. Growth
- a. Population projections (growth or decline)
  - b. Residential real estate-appreciation rates
  - c. Residential new construction if any
  - d. Commercial new construction
  - e. Commercial rehabilitation
  - f. Employees: total, new, part-time, full-time, former-why no longer employed, any from the area (Empowerment Zone credits)
  - g. Age of residential properties (i.e. when and where neighborhoods/major apartment complexes were constructed).
  - h. Average age of commercial buildings
  - i. Average rents of commercial buildings
  - j. Real estate market values
  - k. Appreciation / Depreciation patterns
  - l. Overall square footage of building space available, including information on taxable vs. non-taxable property.
  - m. Break out age of each building on Guadalupe
  - n. Is property, owner occupied or a leased property?
  - o. Housing and Retail location prices; values; comparison to surrounding rates
  - p. Property Analysis of the designated area
  - q. Code compliance issues that affect business development and recruitment
  - r. Vacant or unused space
  - s. Zoning issues that impact the corridor
  - t. Infrastructure assessment and needs (drainage, lighting, sidewalks, etc)

The demographic analysis must, at a minimum, establish detailed profiles of residents of the Avenida Guadalupe prospective market, as well as the tourism and local entertainment markets. The report should include color maps by census tract using 2000 results, as well as written narrative to accompany data tables.

## **B. Traffic Study**

1. Current traffic flow along the AGA corridor versus historical data (1990 to present) to determine the rate of increase.
2. Traffic flow going north and south on Zarzamora and intersecting with Guadalupe St to determine how much can be “pulled” into the corridor.
3. Current use of public transportation system and accessibility

4. Should there be consideration of turning Guadalupe St to one lane (going in each direction) in order to create pedestrian walkways, bike paths, bus lanes, etc. (ULI Study recommendation)?

**C. Crime Analysis**

1. Summarize crime statistics over the last 10 years to determine trends, with violent offenses and property offenses separately reported.
2. How do these trends affect the attraction of new businesses?

**D. Market Opportunities**

1. Evaluate current land use along the corridor.
2. Utilizing existing data, segment existing business clusters and recommend ways to strengthen existing clusters to maximize their market appeal.
3. Utilizing the existing Urban Land Institute study for the Avenida Guadalupe area, confirm, reject, or modify the feasibility and location of four distinct commercial concentrations along the corridor.
4. What market trends exist? Where are there possibilities?
5. Identify voids and opportunities (i.e. lack of banking operations along the corridor).
6. Evaluate the opportunity for new large retailers in this corridor and their impact on existing businesses. Do they help or hurt?
7. Evaluate the opportunity for large or new training facilities (i.e. technical training schools, medical training, etc.).
8. How do existing businesses along the corridor advertise? What are some ideas for potential collaborative advertising?
9. Where are the competing districts and retailers located, and what are their characteristics?
10. What is the range of commercial development types that is likely to be attracted to the corridor (scale of market area, ownership, rent scale)? Identify existing market leakages and potential linkages, and determine what percentage of the market can be captured by the Guadalupe corridor.
11. What kind of business recruitment strategy is recommended, including phasing and realistic expectations for implementation?

12. What employment sectors are likely to be attracted to the area? How much of the target market strategy can utilize the existing labor pool?

**E. Scenario Analysis**

1. Provide growth scenarios of the intensity and type of commercial square footage that can be supported based on existing and potential residential densities.
2. Determine the density of mixed land use that is needed to support these various scenarios.
3. Determine what height and scale of commercial uses can be supported by each scenario.
4. What is the likely rate of development and absorption for the different types of projected commercial uses? What infrastructure improvements can be made to accelerate absorption rates?

**F. Consumer Surveys**

1. Develop and execute a consumer survey (for door to door or telephone) and summarize the information in the context of the study. Survey questions should include:
  - a. Consumers' and residents' perceptions of the AGA corridor.
  - b. Consumer buying /spending preferences for the present and desired future businesses and AGA business categories.
  - c. Ask customers/visitors: Where are you coming from? What mode of transportation did you use today? Why do you come to Guadalupe St.? How much do you typically spend and on what items (detail areas of spending)? How safe is the area? Does this influence your decision to shop on Guadalupe Street?
  - d. How do you see the street looking; be detailed? (all main street storefronts?)
  - e. How long have you been in business?
  - f. How long do you plan to be in business?
  - g. Are you aware of any business assistance programs available to you?
  - h. Are you familiar with the Avenida Guadalupe Association and the Neighborhood Commercial Revitalization Program? What is your impression of this organization and the NCR initiative?
  - i. Does respondent recognize the Avenida Guadalupe logo? Is the image it conveys positive or negative?
  - j. Do you understand the benefits of being in an empowerment zone (i.e. tax credits, money for employees in the area)?

## **G. Report & Presentations**

1. Provide a preliminary, written market study, which shall include all of the above.
2. Provide fifteen (15) bound copies of a final, written market study within 45 days after submission of preliminary, written market study.
  - a. The consultant shall include a description of the methodology(ies) used, original materials (final tabulations, samples, etc.) and attached appendices to the final report.

After completion of the market analysis and research study, the Consultant shall meet with the City and representatives of the AGA to present the findings, answer questions and discuss implementation steps. In addition, the consultants must make a community presentation of the results and recommendations.

## **ADDITIONAL PROVISIONS**

### **BILINGUAL IN SPANISH**

All consultants and assistants working directly on the market study must be bilingual and able to communicate in Spanish both verbally and in writing.

### **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 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.

### **III. TERM OF CONTRACT**

The anticipated term of the proposed contract is 180 calendar days from the date of contract execution.

### **IV. PRE-SUBMITTAL CONFERENCE**

A Pre-Submittal Conference will not be held. Respondents with questions must notify City in accordance with Section VIII, Restrictions on Communication.

### **V. PROPOSAL REQUIREMENTS**

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

- A. PROPOSED PLAN: 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. Identify which member of the Respondent team would have responsibility for each task. If, in Respondent's opinion, key assessment elements are lacking in the Section II, Scope of Services above, Respondents are encouraged to propose these elements as options.
- B. PROJECT TIMELINE: Provide a timeline for key tasks, phases and associated completion dates for the Study. Note: the City's Proposal Completion timeline is outlined in Section III, Term of the Contract.
- C. PRICING SCHEDULE: Complete and submit according to RFP Attachment C, Pricing Schedule.
- D. PROPOSAL ATTACHMENTS:
  - 1. RESUMES: Include resumes for each person who will work on the Study.
  - 2. RESPONDENT QUESTIONNAIRE: Complete and submit RFP Attachment A, Respondent Questionnaire, and include in Proposal.
  - 3. LITIGATION DISCLOSURE: Complete and submit RFP Attachment B, Litigation Disclosure Form(s). If proposal includes co-Respondents, then each co-Respondent shall complete and return this form with the proposal. This form is not required for sub-contractors.
  - 4. SIGNATURE PAGE: Respondent must complete, sign and submit the Signature Page found in RFP Attachment E. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority.
  - 5. PROPOSAL CHECKLIST: Complete and submit the Proposal Checklist found in RFP Attachment F and include in Proposal.

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

## **VI. AMENDMENTS TO RFP**

Changes or amendments to this RFP may be posted on the NCR 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 amendments to this RFP 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 fifteen (15) copies of the Proposal, in a sealed package, clearly marked on the front of the package (*Avenida Guadalupe Market Research Study*). All Proposals must be received in the NCR office no later than 4:00 p.m., Central Time, on *February 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 NCR 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:

NCR Program – Housing & Neighborhood Services Department  
Attention: Veronica Cervera  
1400 S. Flores  
San Antonio, Texas 78204

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. Font size shall be no less than 12-point type. Margins shall be no less than 1” around the perimeter of each page. Maximum number pages allowed shall be 35, including required attachments. Each page shall be numbered. 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 Proposal Requirements Section, 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 responses to this RFP shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the signature page of the Proposal.

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 Neighborhood Services 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 ninety (90) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.
- D. 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.
- E. 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 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:

Questions concerning this RFP shall be directed, in writing only, attn:

Veronica Cervera, Senior Economic Development Specialist  
1400 S. Flores  
San Antonio, TX 78204

Verbal questions and explanations are not permitted other than as described by this section and during interviews, if any. It is suggested that all questions be sent by certified mail, return receipt requested; however, electronic submissions by facsimile or e-mail will be accepted at 210-207-7914 or [veronica.cervera@sanantonio.gov](mailto:veronica.cervera@sanantonio.gov). No inquiries or questions will be answered if received after 4 P.M. on January 19, 2007, to allow ample time for distribution of answers and/or amendments to this RFP. Respondents wishing to receive copies of the questions and their responses must notify Ms. Cervera in writing prior to the date and time the questions are due.

- B. Respondents may provide responses to questions asked of them by NCR Staff after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted.
- C. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City.
- D. Responses to questions 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 questions have been submitted to the 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.

Evaluation criteria:

- A. Experience, Background, Qualifications (50 %)
- B. Proposed Plan (25 %)
- C. Price (25 %)

## **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.
- 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.

- 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. City will require the selected Respondent(s) to execute a contract with the City. 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. 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.
- I. 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.
- J. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the

Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk, if mailing a completed conflict of interest questionnaire, mail to Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Please consult your own legal advisor if you have 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           | December 20, 2006 |
| Final Questions Accepted | January 19, 2007  |
| Proposals Due            | February 2, 2007  |

**RFP ATTACHMENT A**  
**RESPONDENT QUESTIONNAIRE**

## RESPONDENT QUESTIONNAIRE

### GENERAL INFORMATION

1. **Company Information:** Provide the following information regarding your company.

Name/Name of Agency/Company: \_\_\_\_\_

Address \_\_\_\_\_

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

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

2. **Contact Information:** List the 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 your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its proposal?

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

5. **Debarment/Suspension Information:** Has the Company 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.

6. **Surety Information:** Have you or the Company 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.

7. **Bankruptcy Information:** Have you or the Company 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.

8. Provide any other names under which your business has operated within the last 10 years.

**REFERENCES** - Provide three (3) references, preferably at least one reference from a municipality with which Respondent has worked.

**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. Restate each item number and question below and provide response.

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

**RFP ATTACHMENT B**  
**LITIGATION DISCLOSURE FORM**

## LITIGATION DISCLOSURE

**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?

Circle One

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?

Circle One

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?

Circle One

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 C**

### **PRICING SCHEDULE**

1. Identify tasks and activities, number of hours, and prices to achieve scope of services.
2. All prices shall include all costs related to the provision of services under proposed contract. Cost of food, travel, lodging, and any and all administrative costs associated with these services shall be included within the prices below.

| <b>Task / Activity</b>         | <b>Number of Hours</b> | <b>Price to Complete Task / Activity</b> |
|--------------------------------|------------------------|------------------------------------------|
| A. Collection of Baseline Data | _____ hours            | \$ _____                                 |
| B. Traffic Study               | _____ hours            | \$ _____                                 |
| C. Crime Analysis              | _____ hours            | \$ _____                                 |
| D. Market Opportunities        | _____ hours            | \$ _____                                 |
| E. Scenario Analysis           | _____ hours            | \$ _____                                 |
| F. Consumer Surveys            | _____ hours            | \$ _____                                 |
| G. Report & Presentations      | _____ hours            | \$ _____                                 |
|                                |                        |                                          |
| <b>Total</b>                   |                        | <b>\$ _____</b>                          |

3. The fees quoted in the Pricing Schedule shall remain firm throughout the contract term and any renewal thereof, if selected. The City reserves the right to negotiate fees with the selected Respondent.

**RFP ATTACHMENT D**

**INDEMNIFICATION REQUIREMENTS**

## INDEMNIFICATION REQUIREMENTS

RESPONDENT, if selected, 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, if selected, activities under this CONTRACT, including any acts or omissions of RESPONDENT, if selected, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, 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 AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. 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, if selected, shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT, if selected, known to RESPONDENT, if selected, related to or arising out of RESPONDENT's, if selected, activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at RESPONDENT's, if selected, cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONSULTANT of any of its obligations under this paragraph.

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, if selected, 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, if selected, 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, if selected, shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT, if selected, known to CONSULTANT related to or arising out of contractor's activities under this contract.

**RFP ATTACHMENT E**

**SIGNATURE PAGE**

## SIGNATURE PAGE

Check (✓) the box that indicates business structure of Respondent

☐ Individual or Proprietorship

☐ Partnership or Joint Venture

☐ Corporation

The undersigned certifies that (s)he is \_\_\_\_\_ (title) of the Respondent entity named below; that (s)he is designated to sign this Proposal Form (if a Corporation then by resolution with Certified Copy of resolution attached) for and on behalf of the entity named below, and that (s)he is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provided for in the Proposal as required by this RFP, and has the requisite authority to execute an Agreement on behalf of Respondent, if awarded, and that the 11-digit Comptroller's Taxpayer Number for the entity is:

\_\_\_\_\_  
11-digit Comptroller's Taxpayer Number

\_\_\_\_\_  
Employer Identification Number

\_\_\_\_\_  
Respondent Organization Name (DBA also required if Individual or Proprietorship)

By: \_\_\_\_\_

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

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

By: \_\_\_\_\_

(If Respondent is a Joint Venture, an authorized signature from a representative of each party is required)

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

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

By signature above, Respondent agrees to the following:

1. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the indemnification requirements set out in RFP Attachment D.
2. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's Proposal and during Proposal process.
3. 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.
4. 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.
5. 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 awarded.

**RFP ATTACHMENT F**  
**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.

| <b>Document</b>                                                   | <b>Initial to Indicate Document is Attached to Proposal</b> |
|-------------------------------------------------------------------|-------------------------------------------------------------|
| Table of Contents                                                 |                                                             |
| Proposed Plan                                                     |                                                             |
| Project Timeline                                                  |                                                             |
| Pricing Schedule (RFP Attachment C)                               |                                                             |
| Resumes                                                           |                                                             |
| Respondent Questionnaire (RFP Attachment A )                      |                                                             |
| Litigation Disclosure (RFP Attachment B )                         |                                                             |
| * Signature Page (& Resolution, if applicable) (RFP Attachment E) |                                                             |
| Proposal Checklist (RFP Attachment F)                             |                                                             |
| One (1) Original and Fifteen (15)Copies of Proposal               |                                                             |

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