

CITY OF SAN ANTONIO

CENTER CITY DEVELOPMENT & OPERATIONS DEPARTMENT



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

for

**LEASE OF LA VILLITA SPACE FOR WORKING ARTIST STUDIO GALLERY, ART
EXPERIENCE, AND/OR CREATIVE ARTISANAL RETAIL SHOP – BUILDING 1**

(RFP 2019-057)

Release Date: Thursday, April 25, 2019

Proposals Due: Wednesday, May 29, 2019

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003 - BACKGROUND

The City of San Antonio ("City") seeks proposals from qualified Respondents interested in operating an arts and culturally-based retail establishment or working artist studio in the La Villita Historic Arts Village in San Antonio, Texas.

The goals of this RFP are to:

- offer unique and authentic artistic or cultural projects, ideas, and/or experiences that advance and preserve the mission and direction of La Villita Historic Arts Village, advancing the objectives of the 1939 La Villita Ordinance **(See RFP Exhibit 8)**
- support the vision of product quality and diversity established by the 2010 La Villita Ad Hoc Committee
- enhance the La Villita visitor experience for residents and tourists
- encourage participation by local artists, artisans, and creative businesses, to partner in an arts village to augment the artistic aspects of the facility

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

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

Historic La Villita

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

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

La Villita experienced a decline in the early 20th century, but local leaders acted to preserve this important piece of San Antonio's history. In 1939, the City embarked on a joint effort with the National Youth Administration (NYA) to restore La Villita, and on October 12, 1939, City Council passed an ordinance **(RFP Exhibit 8) that defined specific goals, objectives, and policies for La Villita.**

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

Retail Management Study

In 2009, Urban Marketing Collaborative (UMC) completed the La Villita Retail Management Study (RFP Exhibit 9). UMC's report stated La Villita is utilized by competing interests as a public venue, a rental space for special events, and a historically unique retail center. The La Villita Retail Management Study cited several concerns, including the following:

"The largest obstacle to La Villita's success is the current inconsistent experience that is portrayed. With such a small retail area, there is an overwhelming need for the La Villita experience to be focused, intensified, and consistent."

"Retail Mix: Due to the small amount of retail space, every business must count towards fulfilling the vision. The conflicting identity and inconsistent quality of the retailers must be addressed... it is extremely important to manage the retailer mix to include an ideal assortment of goods and services."

"Merchandising: From a competitive retail perspective, La Villita retail merchandising is inconsistent and varies from mediocre to excellent. A number of retailers have exciting and inviting retail formats that are positioned well in the San Antonio market. Other retailers have a more casual retail merchandising approach often matching the types of products sold in their store."

"Financial performance: La Villita is not meeting its sales requirements, rent is lower than market levels, there are insufficient resources to effectively manage, and lease conditions are difficult to enforce."

"Hours of operation: inconsistent"

The Study recommendations stated, in part:

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

In 2010, City Council designated an Ad Hoc Committee to review UMC's recommendations. The Ad Hoc Committee included stakeholder and community representatives from the San Antonio Conservation Society, HemisFair Park Local Government Corporation, CPS Energy, Downtown Alliance, Cultural Arts Board, Downtown Residents Association, Convention & Visitors Bureau Commission, and the Historic Design & Review Commission. The committee held public input and community meetings to develop the mission statement and guiding principles below, which were included in their report (RFP Exhibit 10).

Mission Statement: La Villita preserves San Antonio's heritage while promoting the arts and culture in an historic artisan village.

Guiding Principles:

1. Preserve architectural character.
2. Promote historic significance.
3. Gathering place.
4. Quality arts, crafts, and cuisine.
5. Collaborate and connect.
6. Balance authenticity, vitality, and synergy.
7. Memorable experience.

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

La Villita Area

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

HemisFair

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

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

San Antonio River Walk

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

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

Henry B. Gonzalez Convention Center Expansion Project

The Convention Center, across South Alamo Street from La Villita, completed a 776,000-square-foot in February 2016. In addition, 49,000 square feet of existing space will be renovated. Already the Convention Center hosts more than 300 events a year and the expansion is expected to attract even more activity.

004 - SCOPE OF SERVICE

The City is seeking proposals from prospective tenants who are qualified to operate a retail business within the La Villita Historic Arts Village that aligns with the 1939 Ordinance’s Mission to preserve Arts and Culture (**See RFP Exhibit 8**), provide skills-based community engagement, with proven financial viability, an established marketing presence, and will be maintained at the highest standards to offer locals and tourists first-class retail experiences.

Recommended Use

This RFP offers one (1) building for lease within the La Villita Historic Arts Village.

Building 1 is available via this RFP process and the City’s recommended use. Respondents may submit a proposal for Building 1 and may propose a category different from the City’s recommend use from the three (3) categories below.

City’s Recommended Use	Bldg	Total Sq Ft
Working Artist Studio Gallery / Creative Artisanal Retail / Art Experience	1	776

Categories

Working Artist Studio Gallery

Working Artist Studio Gallery is defined as: a retail business managed and operated by a working artist, artisan, or craft person that exhibits and sells works of art or craft that are produced by hand. A minimum of 50% of art or craft exhibited and available for purchase must be created/produced within the gallery by hand by the artist, artisan, craft person, or artist collaborative operating and managing the gallery. An additional 40% of the art or craft exhibited and available for purchase must be created/produced by hand by an artist, artisan, or craft person, either off premises or on the premises. Business proposal should offer a community engagement component and porch merchandising display/integration.

Art Experience

An Art Experience is defined by an outside-of-the-box artistic endeavor that enhances the experience and space in La Villita. This could be, for example, a rotating art installation, hands-on studio for walk-ins, or other non-

traditional creative ways to augment the artistic core of La Villita. Business proposal should offer a community engagement component and porch merchandising display/integration.

Creative Artisanal Retail Shop

A Creative Artisanal Retail Shop is defined as: a retail business that sells skill-based and/or handmade goods, products, and items, that may include but are not limited to home décor, artisan-crafted products and/or accessories, cultural keepsakes, etc. Creative Retail proposals must support the scope and mission of the La Villita Ordinance to showcase Artisans and their work. Business proposal should offer a community engagement component and porch merchandising display/integration.

005 - ADDITIONAL REQUIREMENTS

Intellectual Property.

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

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

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

Either:

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

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

reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Respondent further agrees to:

assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement,

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

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

Provided that:

Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,

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

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

Ownership and Licenses.

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

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

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

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

006 - TERM OF CONTRACT

A contract award in response to this RFP will be for a four (4) year period. The City shall have the option to renew for two (2) additional, one (1) year terms.

007 - PRE-SUBMITTAL CONFERENCE AND SITE VISIT

A Pre-Submittal Conference will be held at the Frost Bank Building, 19th Floor, Board Room, 100 W. Houston Street, San Antonio, Texas 78205 at **10:00 AM Local Time, on Thursday, May 2, 2019 Local Time**. Respondents are encouraged to prepare and submit their questions in writing three (3) calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. The Frost Bank Building is wheelchair accessible. The accessible entrance is located at main entrance. Accessible parking spaces are located at Frost Bank Garage, next to Frost Bank Building. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

SITE VISIT: Respondents are invited to a site visit at La Villita, Building 1 immediately following the Pre-Submittal Conference on **Thursday, May 2, 2019** meeting at Building 1, 418 Villita Street, San Antonio, TX 78205. Attendance at the Site Visit is optional, but highly encouraged.

008 - PROPOSAL REQUIREMENTS

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

Only hard copy proposals will be accepted.

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

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

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

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

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

CONTRACTS DISCLOSURE FORM. Use the Form in RFP Attachment C which Respondent must download a copy at:

<http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>

Instructions for completing the Contracts Disclosure form:

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

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

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

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM(S). Complete, sign and submit any and all SBEDA form(s), found in this RFP as Attachment E.

LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE IDENTIFICATION FORM. Complete, sign and submit LPP Identification Form found in this RFP as Attachment F.

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

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

PROOF OF INSURABILITY. Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFP if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.

SIGNATURE PAGE. Respondent must complete, sign and submit the Signature Page found in this RFP as Attachment H. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

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

Respondent is expected to examine this RFP carefully, understand the terms and conditions of the proposed lease and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY

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

009 - CHANGES TO RFP

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

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

010 - SUBMISSION OF PROPOSAL

All proposals must be submitted in hard copy format only.

Submission of Hard Copy Proposals.

Respondent shall submit one (1) **COMPLETE** original, signed in ink, **six (6)** hard copies **WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, Capital Improvements, etc. (NO PRICING, SBEDA, LPP or VOSB Program Forms TO BE INCLUDED)** and one (1) copy of the proposal on compact disk (CD) or USB flash drive containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "**RFP 2019-057, Lease of La Villita Space – Building 1**" on the front of the package. **The name and address of Respondent, the due date for submission of proposals, RFP number, and title of the solicitation shall be marked on the outside of the envelope(s).** All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

Proposals must be received in the Office of the City Clerk **no later than 11:00 AM Local Time, on Wednesday, May 29, 2019** at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the Office of the City Clerk by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

City of San Antonio - Office of the City Clerk
Attn: **RFP 2019-057, Lease of La Villita Space – Building 1**
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

Office of the City Clerk
c/o Municipal Archives and Records Facility
Attn: **RFP 2019-057, Lease of La Villita Space – Building 1**
719 S. Santa Rosa Ave.
San Antonio, TX 78204-3114

Proposals sent by facsimile or email will not be accepted.

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. Place proposal inside a three ring binder. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and, in the case of hard copy submissions, printed two-sided. Margins shall be no less than 1" around the perimeter of each page. Websites, or URLs shall not be submitted in lieu of the printed proposal. Each proposal must include the sections and attachments in the sequence listed in the RFP Section 008, Proposal Requirements, and each section and attachment must be indexed, divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

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

Correct Legal Name.

Respondents who submit proposals to this RFP shall correctly state the true and correct name of the individual, proprietorship, corporation, and/or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFP as Attachment A, Part One.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of the Center City Development & Operations shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

Firm Offer. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred eighty (180) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

Confidential or Proprietary Information. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

Cost of Proposal. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

011 - RESTRICTIONS ON COMMUNICATION

Respondents are prohibited from communicating with: 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFP or proposals from the time the RFP has been released until the contract is posted for consideration as a City Council agenda item during a meeting designated as an A session; and 2) City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

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

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **11:00 a.m.**, Local Time, on **Wednesday, May 8, 2019**. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

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

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

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the required SBEDA forms. The point of contact, David Rodriguez, may be reached by telephone at (210) 207-3922 or by e-mail at David.Rodriguez3@sanantonio.gov. *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

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

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm, anticipated City Council agenda date and a review of the solicitation process.

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

012 - EVALUATION CRITERIA

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

Evaluation criteria:

1. **Experience, Qualifications and Background (25 Points)**
2. **Proposed Plan (40 Points)**
3. **Price (10 points)**
4. **Small Business Economic Development Advocacy Program (SBEDA) (10 points)**

SBE Prime Contract Program – 5 pts.

Certified SBE firms (see *Small Business Enterprise* definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime CONTRACTORS proposing at least 51% SBE participation (Prime and/or Subcontractor) will receive five **5** evaluation criteria points, **and**

M/WBE Prime Contract Program – 5 pts.

Certified M/WBE firms (see *Minority/Women Business Enterprise* definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime CONTRACTORS proposing at least 51% M/WBE participation (Prime and/or Subcontractor) will receive five **5** evaluation criteria points.

No evaluation criteria points will be awarded to non-SBE or non-M/WBE Prime CONTRACTORS through subcontracting to certified SBE or M/WBE firms.

5. **Local Preference (LPP) Ordinance (up to 10 points)**
 - 10 evaluation points for local businesses headquartered **for one year or more** within the incorporated San Antonio city limits,

OR;

- 5 evaluation points for a business with an office within the incorporated limits of the City, **which has been established for one year or more**, from which at least 100% of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based; and from which a substantial role in the business's performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

6. Veteran-Owned Small Business (VOSBPP) Ordinance (up to 5 points)

- 5 evaluation points for a prime business that is certified as a veteran-owned small business.

013 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

City reserves the right to award one, more than one or no contract(s) in response to this RFP.

The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.

City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.

City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

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

This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

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

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

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

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City's Ethics Code. (Contracts Disclosure – form may be found online at <http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>)

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

State of Texas Conflict of Interest Questionnaire (Form CIQ). 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 Form CIQ with the City Clerk if those persons meet the requirements under §176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

In addition, please complete the **City's Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

<http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

If delivering by hand, deliver to:

Office of the City Clerk, City Hall, 719 S. Santa Rosa, San Antonio, TX 78204.

Do not include these forms with your proposal. The Purchasing Division will not deliver the forms to the City Clerk for you.

014 - SCHEDULE OF EVENTS

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

RFP Release Date	Thursday, April 25, 2019
Pre-Submittal Conference & Site Visit	Thursday, May 2, 2019 at 10:00 a.m. Central Time
Final Questions Accepted	Wednesday, May 8, 2019 at 11:00 a.m. Central Time
Proposals Due	Wednesday, May 29, 2019 at 11:00 a.m. Central Time

015 - RFP EXHIBITS

**SMALL BUSINESS ECONOMIC DEVELOPMENT
ADVOCACY (SBEDA) PROGRAM**

**Lease of La Villita Bldg. #1; Working Artist Gallery, Creative Artisanal Retail, Art Experience
Exhibit 1**

(See separate attachment)

RFP EXHIBIT 2

INSURANCE REQUIREMENTS

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

A) Prior to the commencement of any work under this Agreement, Lessee shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Center City Development & Operations Department, which shall be clearly labeled "Lease of La Villita Space – Building 1" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Center City Development & Operations Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

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

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

<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. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Damage to Rented Premises	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5. Property Insurance: For physical damage to the property of LESSEE, including improvements and betterment to the Leased Premises	Coverage for replacement value with a minimum co-insurance factor of eighty percent (80%) of the cost of Lessee's property

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

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

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

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

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

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

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

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

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

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

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

RFP EXHIBIT 3

INDEMNIFICATION REQUIREMENTS

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

INDEMNIFICATION

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

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

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

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

RFP EXHIBIT 4

LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio ("City") to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, by Ordinance No. 2013-03-21-0167, effective for solicitations issued after May 1, 2013.

This solicitation is subject to the Local Preference Program. For more information on the program, refer to the Local Preference Program Identification Form attached to this solicitation.

In order to receive consideration the Local Bidder must complete and return the attached Local Preference Identification Form.

RFP EXHIBIT 5

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE

Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation.

For more information on the program, refer to the Veteran-Owned Small Business Preference Program Identification Form attached to this solicitation.

Respondent must complete and return the attached Veteran-Owned Small Business Preference Program Identification Form.

RFP EXHIBIT 6

HB 89 Relating to State Contracts with and Investments in Companies that Boycott Israel

Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City's hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

RFP EXHIBIT 7

Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations Prohibited

Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on said list during the course of its contract with City, City may terminate the Contract for material breach.

RFP EXHIBIT 8

October 12, 1939 Ordinance

(Posted as a separate attachment)

RFP EXHIBIT 9

**Urban Marketing Collaborative
La Villita Retail Management Study**

(Posted as a separate attachment)

RFP EXHIBIT 10

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

(Posted as a separate attachment)

016 - RFP ATTACHMENTS

RFP ATTACHMENT A, PART ONE

GENERAL INFORMATION

1. **Respondent Information:** Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: _____

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____

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

DUNS NUMBER: _____

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

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

Partnership

Corporation If checked, check one: For-Profit Nonprofit

Also, check one: Domestic Foreign

Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

Provide address of office from which this project would be managed:

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

List Related Companies:

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ___ No ___

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

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

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

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

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

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

Years _____ Months _____

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

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes ___ No ___ If "Yes", respond to c and d below:

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

Years _____ Months _____

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

7. Debarment/Suspension Information: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?
Yes ___ No ___ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. Surety Information: Has the Respondent ever had a bond or surety canceled or forfeited?
Yes ___ No ___ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

9. Bankruptcy Information: Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?
Yes ___ No ___ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

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

11. Previous Contracts:

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

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

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

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

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

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

REFERENCES

Provide three (3) references that Respondent has conducted business within the past three (3) years. The contact person named should be familiar with the Respondent and be willing to respond to questions regarding the type, level, and quality of service provided. References should not include City of San Antonio employees.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email: _____

Date and Type of Service(s) Provided: _____

RFP ATTACHMENT A, PART TWO

EXPERIENCE, QUALIFICATIONS, & BACKGROUND

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

1. Describe your background, practice, and experience as an artist, if any.
2. Attach a resume (for person signing proposal submittal). Limit to 2 pages.
3. Describe your background and experience in managing and/or owning a brick and mortar creative retail store or gallery, if any.
4. Attach proof of financial stability indicating sufficient resources for successful operation of proposed plan. Please provide any data regarding current sales that you are willing to provide, for proof of financial viability.
5. Describe your experience creating visual presentations in your displays, creations, galleries and/or retail shops, if any.
6. What is your current marketing and advertisement strategy? If available, attach any reviews, media reports, or catalogs related to your background as an artist, your ownership or management of a gallery, your ownership or management of a retail shop, and/or your product.
7. Please describe your business's online presence: Social Media, Website, Blog, etc. Do you have any data analysis and digital traffic information to provide?

RFP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit responses to the following items:

1. Identify proposed category type (working artist studio gallery, creative artisanal retail, art experience).

Building	Square Feet	Proposed Category Type
1	776	

2. Provide a vision statement for your proposed operation in La Villita.
3. How does your proposed business relate to and identify with the established 1939 mission of La Villita, “for the promotion of understanding and peace between the American Nations; to preserve Spanish and Southwestern Culture; to Foster Arts and Crafts,” to “establish a standard of fine design and workmanship,” for “human betterment and happiness,” and/or “progress of the times.”
4. Describe how you propose to enhance the visitor experience and authentic nature of San Antonio for both local residents and tourists through community engagement. Include number of rotating exhibits, skill-based workshops, presentations, artist talks & demonstrations, and etc.
5. As a blended retail, historic, and event–related property, how do you plan to work alongside events, coincide with events, and/or host special events for the betterment of the cultural and artistic mission of La Villita?
6. How will you enhance your current marketing initiatives? Describe your plan to build sales, awareness, and the image of your proposed operation via use of social media and traditional methods, if any. What is your marketing plan for promoting your business within La Villita? Please describe current marketing platforms and future proposed marketing initiatives.
7. Describe your plan to display items within the space. Attach representative images.
8. Describe the type of creative good, art, craft, culinary product, and/or other products proposed to be created, exhibited, and/or available for purchase. Attach representative images.
9. List your percentage/relative product ratios of artisan-made product, locally-produced product, and other/mass produced.
10. List fixtures and furnishings proposed for use in the leased premises and their dollar value. Add page if required.
Note: fixtures and furnishings are not permanent to the building and are not considered capital improvements.

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

RFP ATTACHMENT B

PRICE SCHEDULE

Complete **one** table below:

Working Artist Studio Gallery best describes my proposed use for space in La Villita.	
Working Artist Studio Gallery is defined as: a retail business managed and operated by a working artist, artisan, or craft person that exhibits and sells works of art or craft that are produced by hand. A minimum of 50% of art or craft exhibited and available for purchase must be created/produced within the gallery by hand by the artist, artisan, craft person, or artist collaborative operating and managing the gallery. An additional 40% of the art or craft exhibited and available for purchase must be created/produced by hand by an artist, artisan, or craft person, either off premises or on the premises.	
Proposed price per square foot per month	\$_____ per square foot per month, Year 1 Minimum acceptable price per sf per month is \$1.06. Price per sf per month will increase 2% annually.

Art Experience best describes my proposed use for space in La Villita.	
An Art Experience is defined by an outside-of-the-box artistic endeavor that enhances the experience and space in La Villita. This could be, for example, a rotating art installation, hands-on studio for walk-ins, or other non-traditional creative ways to augment the artistic core of La Villita.	
Proposed price per square foot per month	\$_____ per square foot per month, Year 1 Minimum acceptable price per sf per month is \$1.23 Price per sf per month will increase 2% annually.

Creative Artisanal Retail Shop best describes my proposed use for space in La Villita.	
A Creative Retail Shop is defined as: a retail business that sells well-designed, skill-based, and/or handmade goods, products, and items, that may include but are not limited to home décor, artisan-crafted products and/or accessories, cultural keepsakes, etc.	
Proposed price per square foot per month	\$_____ per square foot per month, Year 1 Minimum acceptable price per sf per month is \$1.31 Price per sf per month will increase 2% annually.

RFP ATTACHMENT C

CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at <http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>

Instructions for completing the Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. All respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
 - a. names of the agency board members,
 - b. list of positions they hold as board members, and
 - c. names and titles of officers of the organization.
3. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

RFP ATTACHMENT D

LITIGATION DISCLOSURE FORM

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

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

RFP ATTACHMENT E

Subcontractor/Supplier Utilization Plan

(Attached a separate document.)

RFP ATTACHMENT F

LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM

(Attached a separate document.)

RFP ATTACHMENT G

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM IDENTIFICATION FORM

(Attached a separate document.)

RFP ATTACHMENT H

CERTIFICATE OF INTERESTED PARTIES FORM (HB 1295)

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

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Print your completed Form 1295 and sign it in front of a notary. Submit your signed and notarized Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide the contract number, provide the RFP number shown on the cover page of this solicitation.

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

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the "Business entity".)

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

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

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

- (1) receives compensation from the business entity for the person's participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

RFP ATTACHMENT I

SIGNATURE PAGE

By submitting a proposal, Respondent represents that:

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits 2 & 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.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the Respondent Questionnaire form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S) he is authorized to submit this proposal on behalf of the entity.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

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

RFP ATTACHMENT J

PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
General Information and References RFP Attachment A, Part One	
Experience, Background & Qualifications RFP Attachment A, Part Two	
Proposed Plan RFP Attachment A, Part Three	
Price Schedule RFP Attachment B	
+Contracts Disclosure Form RFP Attachment C	
Litigation Disclosure Form RFP Attachment D	
+Subcontractor Supplier Utilization Plan RFP Attachment E; and Associated Certificates, if applicable	
+Local Preference Program Identification Form RFP Attachment F	
+Veteran-Owned Small Business Preference Program Identification Form RFP Attachment G	
+Disclosure of Interested Parties Form (HB 1295) RFP Attachment H	
Proof of Insurability (See RFP Exhibit 2) Insurance Provider's Letter Copy of Current Certificate of Insurance	
+Signature Page RFP Attachment I	
Proposal Checklist RFP Attachment J	
One COMPLETE (1) Original, six (6) hard copies WITH ONLY TABS and documents for General Information Form; Experience, Background and Qualifications; Proposed Plan, etc. (NO PRICING, SBEDA, LPP, VOSB TO BE INCLUDED) and one (1) CD or USB flash drive of entire proposal in PDF format if submitting in hard copy.	
+ Addendums, if applicable	

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