

CITY OF SAN ANTONIO
FINANCE DEPARTMENT



REQUEST FOR PROPOSALS
("RFP")

for

FOOD & BEVERAGE OPERATIONS AT CITY FACILITIES

(RFP 23-041; RFx 6100016027)

Release Date: December 20, 2022

Proposals Due: March 8, 2023; 11:00 AM Central Time

RESTRICTIONS ON COMMUNICATIONS

In accordance with and as authorized by Section 2-61 of the City Code, the following restrictions on communications apply to this solicitation: Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFP or proposal from the time the RFP has been released until the contract is posted for consideration as an 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 approved at a City Council "A" session.

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.

For additional information, see the section of this RFP entitled "Restrictions on Communication".

002 - TABLE OF CONTENTS

Section Number	Section Name	Page Number
001	Cover Page	1
002	Table of Contents	2
003	Background	3
004	Scope of Service	5
005	Additional Requirements	9
006	Term of Contract	10
007	Pre-Submittal Conference & Site Visit	11
008	Proposal Requirements	13
009	Changes to RFP	14
010	Submission of Proposal	14
011	Restrictions on Communication	16
012	Evaluation of Criteria	17
013	Award of Contract and Reservation of Rights	18
014	Schedule of Events	19
Section 015 - RFP Exhibits		
RFP Exhibit 1	Vending Locations	20
RFP Exhibit 2	Target Locations – Micro Markets	23
RFP Exhibit 3	San Antonio Healthy Vending Guidelines	24
RFP Exhibit 4	Proposed Vending Products	25
RFP Exhibit 5	SBEDA Ordinance Compliance Provisions	26
RFP Exhibit 6	Administrative Directive (AD) 7.4a, Acceptable Use Of Information Technology	27
RFP Exhibit 7	Administrative Directive (AD), 7.8d, Access Control	28
RFP Exhibit 8	Insurance Requirements	29
RFP Exhibit 9	Indemnification Requirements	31
RFP Exhibit 10	Local Preference Program	32
RFP Exhibit 11	Veteran-Owned Small Business Preference Program	33
RFP Exhibit 12	Prohibition on Contracts with Companies Boycotting Israel	34
RFP Exhibit 13	Prohibition on Contracts with Companies Boycotting Certain Energy Companies	35
RFP Exhibit 14	Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries	36
RFP Exhibit 15	Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations Prohibited	37
Section 016 - RFP Attachments		
Respondent's Proposal must contain the following documents. These forms can be found as attachments to this RFP or web links, as indicated.		
Attachment A, Part 1	General Information	38
Attachment A, Part 2	Experience, Background, Qualifications	42
Attachment A, Part 3	Proposed Plan	44
Attachment B	Commission / Price Schedule	51
Attachment C	Contracts Disclosure Form	64
Attachment D	Litigation Disclosure Form	65
Attachment E	Small Business Economic Development Advocacy (SBEDA) Program Form(s)	66
Attachment F	Local Preference Program Identification Form	67
Attachment G	Veteran-Owned Small Business Preference Program Identification Form	68
Attachment H	Certificate of Interested Parties Form 1295	69
Attachment I	Criminal Justice Information Services Addendum	70
Attachment J	Signature Page	74
Attachment K	Proposal Checklist	75
Attachment L	Historical Revenue Data for Snack and Beverage Vending	76
Attachment M	Pre-Submittal Sign-In Sheet	77
Attachment N	SAPD Historical Data	78

003 – BACKGROUND

The City of San Antonio (“City”) has implemented a spectrum of health and wellness initiatives to promote the health and wellbeing of its employees, customers and visitors at City facilities. One effort within the City facilities is to promote healthier foods, snacks, and beverages where residents live, work, study, and play. Healthy vending is a way to build healthier eating and snacking habits in the workplace and these habits can extend to the home and throughout the community.

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

To this end, the City is seeking proposals from interested and qualified operators (“Respondents”) to provide healthy food, beverage and snack options for employees and visitors at various City facilities and properties (“Premises”). The successful Respondent(s) will provide and maintain snack and beverage vending machines, coffee/tea services (standard and premium) and/or micro-market vending to include prepared foods/meals, as applicable, on City of San Antonio premises identified in this RFP. Respondents may submit proposals for snack vending machines, beverage vending machines, coffee/tea services, micro-market vending to include prepared foods/meals services as applicable or any combination of these services. Services for prepared food/meals for City meetings or events are not required for response to this RFP. However, if Respondent can provide said services, the City would be open to reviewing them as part of the Respondent’s proposal as a value-added service. Specific to prepared foods/meals for City meetings or events and/or standard / premium coffee/tea services, these services, if secured, would be payable by City.

The City may consider additional locations for snack vending machines, beverage vending machines, coffee services and/or micro-market vending to include prepared foods/meals services at selected City facilities and properties throughout the term of the contract.

The City requires that a minimum of 80% of the snacks offered will comply with the following guidelines per package as indicated in Exhibit 3 - San Antonio Healthy Vending Guidelines for all food vending services on City premises:

- No more than 200 calories;
- No more than 2 grams of saturated fat;
- No more than 6 grams of added sugar per package*;
- No more than 230 milligrams of sodium per package; and
- No fried foods.
- Nuts, seeds, whole/dried fruits, cheeses and yogurts are exempted from the fat and sugar criteria, but must be less than 200 calories per package; the above guidelines may only be modified upon mutual agreement of the parties.

*If added sugar is not clearly labeled, refer to no more than 18 grams of total sugar.

100% of available beverages must meet the following criteria:

- Plain or carbonated water (zero calorie, zero sugar). Carbonated water shall not have a greater distribution than plain water;
- Diet soda;
- Low or calorie free carbonated beverages;
- Low or calorie free non-carbonated beverages, such as tea and isotonic drinks (excludes 100% juice, and unsweetened milk).
- When juice is available, it must be 100% juice with no added sugar.
- When milk or milk substitute beverages are available, must offer beverages with no added sugar.
- Plain coffee includes caffeinated and decaffeinated.

In 2019, San Antonio was awarded a **Gold medal in Healthy Procurement** through **CityHealth** that rates the nation’s 40 largest cities on policies that can make real, lasting impacts in people’s everyday quality of life. The City has since implemented a Healthy Procurement policy that would meet the “gold” criteria. By achieving gold in the Healthy Procurement category, that meant San Antonio was now earning gold in **five** or more policy categories, scoring the City an

overall Gold medal. San Antonio has Gold medals in the following categories: Healthy Procurement, Complete Streets, High Quality Pre-K, Tobacco 21, and Smoke Free Indoors.

In order to maintain Gold in the Healthy Procurement category, the City must meet the following criteria:

- City has a procurement policy mandating nutrition standards.
- Policy applies to **all** city contracts.

Value-added Services:

Although the City requires a minimum of 80% of snacks and 100% of beverages offered to comply with the above guidelines, the City will give preference to proposals that expand the selection of healthy snacks beyond the minimum up to 100% of the snacks offered. The City is interested in the Respondent's approach to influencing healthier options through low-cost options, product placement, etc., that will support the City's goal for healthy food and beverage vending options.

The attached reference sheet in Exhibit 3 - San Antonio Healthy Vending Guidelines may be used as an additional reference to help evaluate the nutritional content of potential snack items as the guidelines for the percentages for fat, saturated fat and sugar has been converted to maximum levels in grams for various caloric values.

As mentioned previously, though not required, the City is interested in proposals for prepared food/meals for City meetings or events, if offered as a value-added service as part of a Respondent's proposal. If offered, Respondent shall take above mentioned healthier option guidelines into consideration as part of the offering.

Micro-Markets

The City is interested in implementing micro-market vending in City facilities, where feasible. There are currently a total of three operational micro-markets at the following locations operating under a pilot program: the City's Public Safety Headquarters, the San Antonio Police Training Academy, and the Public Safety Answering Point. However, the City would like to offer this service at additional locations and is seeking concepts which expand food and beverage selections and utilize advanced point of sales technologies, such as a payroll deduction via badge scan, mobile phone applications or biometrics, for user convenience.

The City envisions micro-market vending opportunities to include healthy options which may include perishable food, organic snacks, and healthy beverages. For micro-market vending opportunities, the target locations include City Tower, City Hall, Public Safety Answering Point, Police Academy and Public Safety Headquarters. Refer to Exhibit 2 for target locations and possible locations in these facilities and associated number of personnel at these locations.

Snack & Beverage Vending Machines

Presently, there are approximately 28 snack and 63 beverage vending machines located throughout the City. Refer to Exhibit 1 – Vending Locations for a complete list of existing vending locations. The City, at its sole discretion, shall have the right to approve or deny any locations proposed by the Respondent, as well as the placement of vending machines.

Coffee/Tea Services

Additionally, the City would like to have the option to include coffee/tea services at specified City premises as well as the ability to secure prepared foods/meals services for City meetings or events, if needed. These services, if secured, would be payable by City. Coffee/tea services are defined as standard and premium. Standard coffee/tea services will typically be provided in breakroom areas and stocked with house branded products and equipment. At designated locations, premium coffee/tea services may be offered and stocked with premium/brand name products and equipment.

These services would not be part of the revenue aspect of the resultant contract. Rather, the City would like to have the option to provide coffee/tea services and ability to secure prepared foods/meals for City meetings or events. These services can be part of the offerings (included with micro-markets, vending) or proposed as a stand-alone service to augment the offerings for both snack and beverage vending and micro-markets.

004 - SCOPE OF SERVICE

The City desires to enter into a non-exclusive Agreement with one successful Respondent that will provide: 1) healthy meals, food, snacks and beverages to staff and visitors at various City premises for a reasonable cost, and 2) support to the City's employee and community health and wellness programs. While it is the City's preference to award one contract for all services, the City reserves the right to award multiple contracts for these services or not to award the Agreement in whole or in part, if it determines that the responses to this RFP do not meet its needs or are not in the best interest of the City. **Respondents are highly encouraged to provide pricing for all requested services: Snack & Beverage Vending Services, Micro-Market Vending Services and Coffee/Tea Services.**

General Requirements

1. The Respondent, at its own expense, is responsible for providing all equipment and performing all services required, including setting-up, maintaining, cleaning, repairing, and restocking vending machines, micro-market vending sites, coffee/tea service sites and assuring that all items stocked continue to meet the nutritional guidelines established.
2. The Respondent will be responsible for any tax obligations.
3. The City reserves the right to include or exclude additional locations during the term of the agreement at the sole discretion of the Deputy Chief Financial Officer or designee. In addition, the Respondent shall indicate the location of the proposed machine/equipment on City property, i.e., employee breakroom, Building 2, etc.
4. As necessary, according to the products being vended, microwave ovens, refrigerators, stands and equipment are to be provided, cleaned and maintained by the Respondent.
5. In addition to Respondent's routine cleaning of area and equipment, all machines and general area (including microwaves and refrigerators) shall be cleaned with every service call.
6. All vending equipment installed under the Agreement must comply with all requirements established by all local, state, and federal guidelines. All equipment furnished under the resultant contract(s) must perform in accordance with the manufacturer's specifications and with no physical damage other than normal wear and tear. City reserves the right to have Respondent remove/replace equipment that does not function properly or has physical damage.
7. At no time will vending sites have outdated or expired snack/food items. Each product must be pre-packaged and labeled with a visible date of expiration. The Respondent must comply with all applicable local, state and federal regulations, standards and qualifications regarding packaging, labeling, ingredient listing and standards.
8. Respondent is to provide products of first-class standard grades and of good quality.
9. Requests for changes in products to be vended and/or prices shall be submitted in writing by Respondent to City with documentation supporting the request. The City shall have sole authority to approve/reject such requested changes. Change(s) to product(s) that do not comply with the established nutritional guidelines will not be approved. Conversely, the City shall have the ability to request substitutions to or expansion of existing product offerings.
10. Any signage, marketing materials or machine façades that display food items will be limited to those products that are consistent with the nutritional guidelines for healthier products.
11. The Respondent will be responsible for the costs associated with the maintenance and installation of any electrical outlets necessary to operate vending machines or provide the services.
12. Respondents are encouraged to propose Energy Star® rated equipment or the installation of energy management devices on all equipment provided under the resultant contract(s).
13. Respondents are encouraged to propose green/sustainable alternatives, as applicable, for products offered.
14. Respondent will be required to provide a minimum of 80% of the snacks and 100% of beverages offered in each vending machine and/or micro-market vending site that will comply with the nutritional guidelines set forth in Exhibit 3 of this RFP. Although the City requires a minimum of 80% of snacks and 100% of beverages offered to comply with the above guidelines, the City will give preference to proposals that expand the selection of healthy snacks beyond the minimum up to 100% of the food, snacks and beverages offered.
15. On expiration or termination of this contract, commission due the City shall be paid on sales until all equipment has been removed, and the removal date shall be indicated on the period statement when each piece of equipment was reviewed, including equipment reviewed at any time during the contract period prior to expiration.
16. The City reserves the right to review, on an annual basis, the products being offered through this contract and make suggestions for product changes based on usage. Similarly, the awarded Respondent(s) shall be able to make suggestions for product changes. Any suggested changes will require mutual consent prior to the actual product change taking place.
17. Respondent shall comply with all laws by maintaining the level of Payment Card Industry (PCI) data security standards and certification as required by applicable laws throughout the term of this Contract. City may require verification of PCI certification at any time.
18. In connection with the services being provided, Respondent may need to operate certain information technology systems not owned by the City (Non-City Systems), which may need to interface with or connect to City's networks, internet access, cellular, or information technology systems (City Systems). Respondent shall be responsible for all Non-City Systems, and City shall be solely responsible for City Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. Respondent agrees to comply with all applicable City

Administrative Directives, including but not limited to, Administrative Directive (AD) 7.4A, Acceptable Use of Information Technology, and AD 7.8d, Access Control, Exhibits 6 & 7, respectively.

19. CRIMINAL BACKGROUND CHECKS

(a) Respondent is responsible for assessing risk and maintaining effective background check policy and procedures for all employees, staff and subcontractors responsible for performing services under this contract. Contractor shall retain all employee records, including any criminal background checks, for the retention period stated in section 006-General Terms and Conditions.

(b) Respondent is responsible for any costs incurred in conducting criminal background checks.

(c) Criminal Justice Information Services (CJIS). Contractor will be providing services under this contract for facilities with access to CJIS. Persons with any of the criminal histories shown below are not allowed unescorted access to CJIS Facilities. Since City staff may not be available to provide escorted access, Respondent's employees providing services to CJIS facilities must pass this criminal background check to provide services in these locations.

- i) Felony conviction – permanent disqualifier
- ii) Felony deferred adjudication – permanent disqualifier
- iii) Class A misdemeanor conviction – permanent disqualifier
- iv) Class A misdemeanor deferred adjudication – permanent disqualifier
- v) Class B misdemeanor conviction – disqualifier for ten (10) years
- vi) Class B misdemeanor deferred adjudication – disqualifier for ten (10) years
- vii) Open arrest for any criminal offense (felony or misdemeanor) – disqualifier until disposition
- viii) Family violence conviction – permanent disqualifier.
- ix) CJIS Facilities. CJIS Facilities include Emergency Dispatch Center (PSAP), Emergency Operations Center (EOC), Frank Wing Building (Municipal Courts), Police Training Academy, Public Safety Headquarters (PSHQ).
- x) Security Addendum for Criminal Justice Information Services (CJIS). Respondent will be required to provide services to City departments that perform criminal justice services. Criminal Justice Agencies, such as the San Antonio Police Department, are required to comply with the security requirements managed by the Federal Bureau of Investigations (FBI) and state agencies, such as the Texas Department of Public Safety. The Federal Criminal Justice Information Services Security Policy applies to every individual, Respondent, private entity, noncriminal justice agency representative, or member of a criminal justice entity with access to, or who operate in support of, criminal justice services and information. Agency shall comply with the Policy and shall execute the CJIS Security Addendum attached to this agreement. Respondent's employees or agents who are subject to the Policy will be required to sign a Contractor Employee Certification and be fingerprinted. All costs associated with compliance of the CJIS Policy shall be borne by the Respondent. Respondent shall comply with any changes made to the security requirements by law. Refer to **Attachment I – CJIS Addendum**.
- xii) Respondent shall immediately remove any employee, staff or subcontractor that does not meet these requirements from performing services under this contract.

20. PREMISES/PERMITTED USE

- a) Specified Areas of the Premises shall be occupied and used by Respondent solely for the purpose of providing program vending services and cashless self-checkout kiosk services and to install vending and other related equipment to dispense food, beverage, and sundry products supplied by Respondent.
- b) Respondent accepts the Specified Areas as-is, where-is, with all faults. City disclaims all warranties regarding the Specified Areas and its suitability for any purpose, including but not limited to the purpose of providing program vending services and cashless self-checkout kiosk services and to install vending and other related equipment to dispense food, beverage, and sundry products supplied by Respondent.
- c) Respondent agrees and specifically understands that the privilege to use the premises set forth herein and that the permission herein given does not grant Respondent any interest or estate in the premises but is a mere personal privilege to do certain acts of a temporary character upon the Specified Areas, and that the City retains dominion, possession, and control of said premises, including access thereto, at all times. City reserves the right to enforce all necessary and proper rules for the management and operation of the Specified Areas and may eject from the Premises any person or persons it deems objectionable.
- d) Respondent agrees to ensure that individuals authorized by it to use said Specified Areas shall in no way obstruct ingress or egress or limit accessibility to the Specified Areas by the City or the general public or by others having leasehold interests in or about the Premises.
- e) Respondent agrees that each individual under its control shall abide by, conform to and comply with all applicable laws, ordinances, rules and regulations and will not do or permit to be done anything in violation thereof. If the attention of Respondent is called to any such violation, Respondent or those under Respondent's control will immediately desist from and correct such violation. Further, Respondent covenants that it or those under its control shall not discriminate against any individual or group on account of race, color, sex, religion, age, national origin or handicap in the use of the Specified Areas.

21. PAYMENT TYPES AND REQUIREMENTS

- a) Must accept credit and charge transaction authorization, routing and settlement for all major credit card brands and debit cards, gift card, and other payment options.
- b) Must continuously comply with Payment Card Industry (PCI) Data Security Standards (DSS). In the event that Respondent either stores, processes, manages, transmits, and/or is provided physical or logical access to systems, networks or applications that handle City credit card transactions, Respondent shall comply with Payment Card Industry (PCI) Security Standards Council (SSC) standards (i.e. Payment Application (PA), Data Security Standards (DSS) and/or Credit Card Brand Service Provider Registration) and provide any certification and/or other documentation required to ensure PCI-SSC compliance as requested. Respondent will be required to provide a status report and evidence of validation of compliance at least annually. This provision is applicable to any proposed subcontractors that are referenced in the Respondents bid response or added at a later date.

Micro-Market Vending Requirements

1. Point of Sale equipment shall contain software that remotely monitors all vending transactions allowing Respondent to track and manage data and operations as well as provide the City with sales data reports.
2. All self-check-out kiosks shall have the capability to accept cash, debit and credit cards at a minimum. Acceptance of "prepaid" accounts and other smart technologies or systems is preferred. Refer to Section 004 – Scope of Services, General Requirements, Payment Types and Requirements.
3. If determined by City, City may have the option to fund a portion of the accounts by the City to encourage the purchase of healthy options.
4. Kiosks may be installed at City Tower, concourse level, with access to the public.
5. City requests Micro-Market in small, medium and large sizes to accommodate various locations with varied amounts of City staff at each location. Size is for illustration purposes. Respondent shall provide the different size/market offerings for each location for City's consideration. Within Proposed Plan section and for purposes of evaluation, Respondent must provide plan to implement, launch and maintain micro-market for City Hall, City Tower, PSAP, Police Academy and Public Safety Headquarter locations. Respondent shall provide renderings/facades for the different size/market offerings for each of the aforementioned locations.
6. Respondent must supply, deliver, install and maintain micro-market vending equipment and fixtures at no cost to the City.
12. Commission payments to the City shall be based upon a percentage of Adjusted Metered Gross Receipts. Adjusted Metered Gross Receipts are defined as the amount of computed receipts, based upon the cash sales readings from the point of sale equipment, less refunds and test vends.
13. Commission payments and Sales and Commission Reports from the Respondent are due to the Department of Finance by the fifteenth (15th) of each month for the previous month's transactions. Monthly Sales and Commission reports for vending services shall include the following information as applicable:
 - a) Point of Sale (POS) Equipment Location
 - b) POS equipment identifier
 - c) Beginning Cash Sales Meter reading for each POS location for the reporting period
 - d) Ending Cash Sales Meter reading for each POS location for the reporting period
 - e) Gross Receipts for each POS equipment location
 - f) Adjustments to Gross Receipts for each POS location (less refunds and test vends)
 - g) Adjusted Metered Gross Receipts for each per POS location
 - h) Commission Rate for each POS location
 - i) Commission Due for each POS location
 - j) Summary of Metered Gross Receipts, Adjustments to Metered Gross Receipts, Adjusted Metered Gross Receipts and Commissions Due for all POS locations

Snack and Beverage Vending Machine Requirements

1. All vending machines must have internal electronic, non-resettable cash sales meters. Upon commencement of the Agreement, meters will be read, recorded and mutually verified with Finance Department personnel at the time of installation. Period ending cash sales meter readings will be required for every vending machine with each monthly Sales and Commission Report. Electronic meter readings will be subject to audit by the City, its representatives, or an authorized third party at any time.
2. Respondent shall not add or remove any vending machines without the City's written consent. Requested changes to the vending machines such as appearance, location and/or change in product offerings, shall be submitted no less than 30 days prior to the effective date of the requested change. Changes to circuit boards shall require new meter readings. The new readings shall be submitted to and validated by the City in appropriate format.
3. All vending machines installed under the Agreement must be Data Exchange (DEX) capable. Serial numbers will be verified with model types to meet DEX capability.
4. Each vending machine must, at a minimum, accept credit/debit cards, dollar bills or be co-located with a bill changer to be provided at Respondent's expense.

5. Under no circumstances will City allow sale of alcoholic beverages. No free items and/or giveaways items are allowed.
6. Commission payments to the City shall be based upon a percentage of Adjusted Metered Gross Receipts. Adjusted Metered Gross Receipts are defined as the amount of computed receipts, based upon the cash sales meter readings, that should have been removed from the vending machine at the time of service, less refunds and test vends.
7. Commission payments and Sales and Commission Reports from the Respondent are due to the Department of Finance by the fifteenth (15th) of each month for the previous month's transactions. Monthly Sales and Commission reports for vending services shall include the following information as applicable:
 - a. Location
 - b. Machine serial number
 - c. Machine Type
 - d. Beginning Cash Sales Meter reading for the reporting period per machine
 - e. Ending Cash Sales Meter reading for the reporting period per machine
 - f. Metered Gross Receipts per machine
 - g. Adjustments to Metered Gross Receipts per machine (less refunds and test vends)
 - h. Adjusted Metered Gross Receipts per machine
 - i. Commission Rate for each machine
 - j. Commission Due for each machine
 - k. Summary of Metered Gross Receipts, Adjustments to Metered Gross Receipts, Adjusted Metered Gross Receipts and Commissions Due for all machines
 - l. Explanation if machine is changed to include new serial numbers, etc.

Coffee/Tea Service Requirements

1. Respondent shall provide pour-over (traditional, drip method) machines or plumbed coffee (hooked up directly to a water line) machines. Upon contract award, the selected Respondent shall provide all the equipment including coffee brewers and thermal carafes.
2. At minimum, the pour-over or plumbed coffee machines shall be equipped with the following:
 - automatic timer that shuts off power to the unit
 - stainless steel thermal carafes
 - capable of being connected directly to a water supply
 - a hot water dispenser
 - For plumbed coffee machines, vendor shall install copper plumbing to prevent overflow or leaks, as required for specific brand machines
3. No hot plates or burners shall be supplied.
4. Respondent shall deliver coffee services and supplies to various City departments located throughout City facilities.
5. Respondent shall supply, deliver and stock pre-packaged coffee packages/filters and supplies (i.e., sweeteners, creamers, cups, lids, stir sticks) in all identified locations.
6. Monthly servicing/machine maintenance shall be included. Services include restocking of items, cleaning of coffee system, decalcification, water connection service and repair, if needed. Supplies must be available to order on an as needed basis.
7. Respondent shall provide information on their green/sustainable alternative directive, description on what their program entails, and method to dispose of and recycle used packages, if applicable.
8. Coffee machines shall be pour-over or plumbed into the wall, as indicated by City.
9. If submitting a response to coffee/tea services, Respondent shall submit proposals for both standard and premium coffee/tea services.
10. For standard coffee/tea services, Respondent shall provide house branded caffeinated and decaffeinated products and condiments. Only non-sweetened coffee/tea can be offered. Condiments such as sweeteners, sugar etc. can be provided for staff; however, beverages cannot be served as sweetened. Equipment provided shall be house branded or standard commercial brewing equipment.
11. For premium coffee/tea services, Respondent shall provide premium quality caffeinated and decaffeinated products and condiments. Only non-sweetened coffee/tea may be provided. Condiments such as sweeteners, sugar etc. can be provided for staff; however, beverages cannot be served as sweetened. Equipment provided shall be name branded and/or offers a higher quality finished product.

Prepared Foods/Meals Requirements (If offered as part of the Respondent's proposal)

1. If offered and awarded by the City, Respondent shall provide meal/catering services to include prepared foods/meals such as boxed lunch, salads, fruits, etc. options.
2. Respondent shall be prepared to cater breakfast and/or lunch without the use of an on-site kitchen. For example, Respondent would be responsible for providing prepackaged meals.
3. Provide proposed menus for boxed lunch/catering service showing portion sizes, catering options for breakfast and lunches.
4. Services must include, if necessary, linen, china and flatware.
5. Catering events requested by City which exceed \$3,000, shall be bid out separately from this contract in accordance

with Local Government Code Ch. 252. Upon request by City, Respondent shall provide a quote or submit a bid for boxed lunch or catering event services.

6. Catering offerings must be able to accommodate San Antonio Healthy Vending Guidelines.
7. Any catering services under the resultant contract will be payable by the City unless stated otherwise by department. Note that catering services are not a requirement for responding to the RFP. If offered, the City would consider these as value-added services as part of the Respondent's proposal.

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 performance of services. 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 Contract,

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 the resulting contract shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government record" as used in this document means 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 this document, 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 a contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded a 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.

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

S.B. 943 – Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Respondent acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this RFP and any resulting contract. Respondent agrees that the contract can be terminated if Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

By submitting a proposal, Respondent warrants and certifies, and a contract awarded pursuant to this RFP is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous RFP or contract. City hereby relies on Respondent's certification, and if found to be false, City may reject the proposal or terminate the Contract for material breach.

City Data

Vendors awarded a contract with the City of San Antonio agree to comply with the City's Data Governance Administrative Directive 7.12 and Data Security Administrative Directive 7.3a in the same manner required of City employees, interns, volunteers and trainees, for City Data arising out of, resulting from or related to Vendor's activities under such contract.

As between City and Vendor, City is and will remain the sole and exclusive owner of all right, title, and interest in and to all City Data, including all intellectual property rights relating thereto, subject only to any limited license expressly granted to Vendor, and Vendor is and will remain the sole and exclusive owner of all right, title, and interest in and to the Vendor materials, including all intellectual property rights relating thereto, subject only to the authorization and license granted to City.

006 - TERM OF CONTRACT

This contract shall begin upon the effective date of the ordinance awarding the contract for a period of five (5) years.

Renewals:

At City's option, this Contract may be renewed under the same terms and conditions for one (1) additional (5) year period. Renewals shall be in writing and signed by Department Director or designee, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding, therefore.

007 - PRE-SUBMITTAL CONFERENCE & SITE VISIT

A Pre-Submittal Conference will be held at **City Tower, Concourse Level at 9:00 a.m. Central Time, on Friday, January 6, 2023**. 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.

The in-person conference will be at:

**City Tower, Concourse Level, Room 00.E432
100 W. Houston St.
San Antonio, TX 78205**

If not attending in person, Potential Respondents may call the toll-free number listed below and enter the access code to participate in the Pre-Submittal conference.

**Toll Free Number: 1-415-655-0001
Meeting number (access code): 2454 212 3934
Meeting password: 8MFhRduCi45**

Immediately following the pre-submittal conference, site visits will be conducted at the following sites. Attendees will be responsible for providing their own transportation to each of the sites below.

A 2nd Site Visit will be held at City Tower, Concourse Level at **9:00 a.m. Central Time, on Friday, February 10, 2023**. Attendance at the Site Visit is optional but highly encouraged. Attendees will be responsible for providing their own transportation to each of the sites below.

A 3rd Site Visit will be held at City Tower, Concourse Level at **2:00 p.m. Central Time, on February 21, 2023**. Attendance at the Site Visit is optional but highly encouraged. Attendees will be responsible for providing their own transportation to each of the sites below.

- **City Tower, Concourse Level**
100 W. Houston St.
San Antonio, TX 78205
- **City Hall**
100 Military Plaza
San Antonio, TX 78205
- **Public Safety Headquarters**
315 S. Santa Rosa #2000
San Antonio, TX 78207
- **Public Safety Answering Point (PSAP)**
8039 Challenger Dr.
San Antonio, TX 78235
- **Police Academy**
12200 SE Loop 410
San Antonio, TX 78214

Outside of the scheduled site visits to be conducted after the Pre-Submittal Conference, Respondents may request additional site visits through the RFP's point of contact, Veronica Velez.

Call the Staff Contact Person for information to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-5734 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 Conference.

All virtual attendees to the Pre-Submittal Conference will be asked to confirm attendance by emailing Veronica Velez, Procurement Specialist at veronica.velez@sanantonio.gov at the time of the meeting. This information will be compiled into a “sign-in sheet” for the meeting and may be posted to the City’s website or otherwise disseminated publicly.

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.

Submit **one (1) COMPLETE** proposal response electronically through SAePS.

Respondent shall limit information regarding the Small Business Economic Development Advocacy Program (and associated certifications for any joint venturers or sub-contractors), the Local Preference Program, the Veteran-Owned Small Business Preference Program participation and any reference to the Respondent's proposed price or revenue to the respective section designated for this information. PLACING PROGRAM PARTICIPATION OR PRICE/REVENUE INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFP MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

When submitting electronically through City's portal, scan and upload the following documents with your proposal. Each of the items listed below must be uploaded as a separate attachment, labeled with the heading indicated below.

TABLE OF CONTENTS

EXECUTIVE SUMMARY. The summary shall highlight key points and strengths of the proposal, including unique problems perceived by Respondent and proposed solutions to include measurable performance goals for the scope performed.

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. Include completed Exhibit 4, Proposed Vending Products as part of the Proposed Plan.

COMMISSION / PRICE SCHEDULES. Use the Commission / Price Schedules found in this RFP as Attachment B for services being offered.

CONTRACTS DISCLOSURE FORM. Complete and submit a Contracts Disclosure Form with the proposal as Attachment C. The Contracts Disclosure Form may be downloaded at:

- Link to complete form electronically: <https://webapp1.sanantonio.gov/ContractsDisclosure/>
 - Link to access PDF form to print and handwrite information: <https://www.sanantonio.gov/portals/0/files/clerk/ethics/ContractsDisclosure.pdf>
1. Download form and complete all fields. 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 and executive committee members,
 - b. list of positions they hold as an individual or entity seeking action on any matter listed:
 - (1) The identity of any individual who would be a party to the transaction;
 - (2) The identity of any entity that would be a party to the transaction and the name of:
 - a. Any individual or entity that would be a subcontractor to the transaction;
 - b. Any individual or entity that is known to be a partner or a parent entity of any individual or entity who would be a party to the transaction, or any subsidiary entity that is anticipated to be involved in the execution of the transaction; and
 - c. The board members, executive committee members, and officers of entities listed above; and
 - (3) The identity of any lobbyist, attorney or consultant employed for purposes relating to the transaction being sought by any individual or entity who would be a party to the transaction.
 3. Click on the "Print" button and place the copy in your proposal response as indicated in the Proposal Checklist.

NOTE: It is recommended not to use Chrome browser to access this form. If you have difficulty accessing, please contact the Staff Contact Person identified on the Title page of this RFP.

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 (VOSB) PREFERENCE PROGRAM IDENTIFICATION FORM.** Complete, sign, and submit VOSB Identification Form found in this RFP as Attachment G.

PROOF OF INSURABILITY. Submit a letter from insurance provider stating provider's commitment to ensure 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.

FINANCIAL INFORMATION. Submit a recent copy of a Dun and Bradstreet financial report, or another credit report, on Respondent and its partners, affiliates, and subtenants, if any.

CERTIFICATE OF INTERESTED PARTIES HB Form 1295. Respondent must complete, sign, and submit HB Form 1295 found in this RFP as Attachment H. You may download a copy of the form at:

<https://www.ethics.state.tx.us/filinginfo/1295>

CRIMINAL JUSTICE INFORMATION SERVICES ADDENDUM. Respondent must complete, sign and submit Criminal Justice Information Services Addendum found in this RFP as Attachment I.

SIGNATURE PAGE. Respondent must complete, sign, and submit the Signature Page found in this RFP as Attachment J. 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 K.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed, 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

Proposals must be submitted electronically through the portal.

Submission of Proposals. Respondent shall submit one (1) **COMPLETE** response electronically by the due date provided on the Cover Page. All times stated are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Respondent shall limit information regarding the Small Business Economic Development Advocacy Program (and associated certifications for any joint venturers or sub-contractors), the Local Preference Program, the Veteran-Owned Small Business Preference Program participation and any reference to the Respondent's proposed price or revenue to the respective section designated for this information. PLACING PROGRAM PARTICIPATION OR PRICE/REVENUE INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFP MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

Proposals must be electronically received no later than **11:00 a.m., Central Time, on March 8, 2023**, through the SAePS portal. 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 of bonds or any other required hard copy documents as mentioned in solicitation, to the P.O. Box address in a timely manner does not guarantee its receipt in the Finance Department, Purchasing Division by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Proposals sent by facsimile or email will not be accepted.

Proposal Format. **ELECTRONIC** proposals must include **ALL** the sections and attachments in the sequence listed in the RFP Section 008, Proposal Requirements, and each section and attachment must be indexed as in the Table of Contents page. For electronic submissions through the portal each separate section should be attached as a separate file. 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 time and date set for submission of proposals, and submitted in the same manner as original proposals. For electronic proposals, a modified proposal will automatically replace a prior proposal submission.

City is not responsible for lost or misdirected proposals or modifications.

Certified Vendor Registration Form. If Respondent has not completed City's Certified Vendor Registration (CVR) Form. Respondent is required to do so prior to the due date for submission of proposals. The CVR form may be accessed at: <http://www.sanantonio.gov/purchasing/>. Respondents must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short hand names will be accepted in place of the full, true and correct legal name of the entity.

Correct Legal Name.

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

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

Firm Offer. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred and 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

In accordance with and as authorized by Section 2-61 of the City Code, the following restrictions on communications apply to this solicitation: Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFP or proposal from the time the RFP has been released until the contract is posted for consideration as an 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 approved at a City Council "A" session.

Restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Respondent.

Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

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

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until 4:00 p.m., Central Time, on February 23, 2023. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

Veronica Velez, Procurement Specialist II
City of San Antonio, Finance Department – Purchasing Division
Veronica.velez@sanantonio.gov

A Respondent that has an ongoing business relationship with the City may communicate with City employees to the extent necessary to perform the Respondent's duties and obligations related to that business relationship.

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

Exceptions to the Restrictions on Communication with City employees include:

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 may be reached by telephone at (210) 207-3922 or by e-mail at SBEDAdocs@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. The Staff Contact Person may request clarification to assist in evaluating Respondent's proposal. Such additional information must be provided within two (2) business days from City's request. During interviews, if any, verbal questions and explanations will be permitted. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

Respondents may contact the Vendor Support staff at (210) 207-0118 or by email at vendors@sanantonio.gov for assistance with vendor registration.

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 OF CRITERIA

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

Evaluation Criteria:

A. Experience, Background, Qualifications (25 points):

B. Proposed Plan (45 points):

C. Price Proposal (Coffee Services), Commission Schedule (Snack Vending, Beverage Vending, Micro-Market Vending (5 points):

D. 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.

E. 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 or a minimum of 100 employees; 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.

F. Veteran-Owned Small Business (VOSB) Preference Program (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.. 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; their spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;; an entity in which any individual listed above owns ten (10) percent or more of the voting stock or shares of the entity, or ten (10) percent or more of the fair market value of the entity; or an entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary 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 <https://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 §176.006(a-1), Texas Local Government Code. Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

<https://ethics.state.tx.us/forms/conflict/>

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, c/o Municipal Records Facility, 719 S. Santa Rosa, San Antonio, Texas, 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:	December 20, 2022
Pre-Submittal Conference:	January 6, 2023 @ 9:00 a.m., Central Time
1st Site Visit:	January 6, 2023
2nd Site Visit:	February 10, 2023 @ 9:00 a.m., Central Time
3rd Site Visit	February 21, 2023 @ 2:00 p.m., Central Time
Final Questions Accepted:	February 23, 2023 @ 4:00 p.m., Central Time
Proposal Due:	March 8, 2023 @ 11:00 a.m., Central Time

015 - RFP EXHIBITS

**RFP EXHIBIT 1
SNACK VENDING MACHINE LOCATIONS**

Location	Address	Approx. # of employees/patrons
Alamo Dome Call Center	100 Montana	66
Callahan SVC #2	110 S Callaghan	41
Callaghan Service Center	110 S Callaghan	"
Cellar Bookstore	600 Soledad	193
Fire Svcs Log Bldg	230 S Callaghan	80
International Center	203 S. St Mary's	100
Tool Yard Front	10303 Tool Yard	127
Tool Yard #2	10303 Tool Yard	"
City Hall	100 Military Plaza	95
ITSD	515 S Frio	150
Police Academy	12200 Loop 410 SE	300
Central Library	600 Soledad	193
Frank Garrett Center	1226 NW 18TH	50
City Natatorium	1430 W Durango	50
Alamo Dome	100 Montana	66
Auto Ops Division	329 S Frio St	60
City EMS	8039 Challenger	80
Claude Black Center	2805 E Houston	50
Parking Division	600 Hemisphere	90
Convention Center Dock	200 E Market	278
Convention Center Dock	200 E Market	"
Frank Wing Detention	401 S Frio	145
Parks- Rec Admin	Old HWY 90	50
Parks - Rec Lobby	Old HWY 90	"
South Alamo #1	1901 South Flores	379
South Alamo #2	1901 South Flores	"
San Antonio Natatorium	1901 South Flores	50
Convention Center	1430 W Durango	278

**RFP EXHIBIT 1 - CONTINUED
BEVERAGE VENDING MACHINE LOCATIONS**

Location	Address	Approx. # of employees/patrons
SA ALAMODOME	100 MONTANA ST	66
SA ALAMODOME	100 MONTANA ST	"
SA ALAMODOME	100 MONTANA ST	"
SA ANIMAL CARE FACILITY	4710 STATE HIGHWAY 151	100
SA BODE COMMUNITY CENTER	901 RIGSBY AVE	50
SA CALLAGHAN SERVICE CENTER BU	6927 W COMMERCE ST	163
SA CENTRAL LIBRARY	600 SOLEDAD ST	193
SA CENTRAL LIBRARY	600 SOLEDAD ST	"
SA CENTRAL LIBRARY	600 SOLEDAD ST	"
SA CLAUDE W BLACK	2805 E COMMERCE ST	50
SA CONVENTION CENTER	200 E MARKET ST	278
SA CONVENTION CENTER	200 E MARKET ST	"
SA CONVENTION CENTER	200 E MARKET ST	"
SA CONVENTION CENTER	200 E MARKET ST	"
SA CONVENTION CENTER	200 E MARKET ST	"
SA COPERNICUS COMMUNITY CENTER	5003 LORD RD	50
SA CUELLAR COMMUNITY CENTER	5626 SAN FERNANDO ST	50
SA DENVER COMMUNITY CENTER	300 PORTER ST	50
SA DOWNTOWN OPERATIONS #100	400 N SAINT MARYS ST	120
SA EOC	8130 INNER CIR	60
SA FIRE DEPT FACILITY SERVICES	230 S CALLAGHAN RD	80
SA FIRE DEPT HQ	315 S SANTA ROSA AVE	700-800
SA FIRE TRAINING CTR	300 S CALLAGHAN RD	158
SA FLEET MAINTENANCE	329 S FRIO ST	60
SA FRANK GARRETT	1226 18TH W	50
SA FRANK WING BUILDING	401 S FRIO ST	145
SA FRANK WING BUILDING	401 S FRIO ST	"
SA GARZA COMMUNITY CENTER	1450 MIRA VIS	50
SA HAMILTON COMMUNITY CENTER	10700 NACOGDOCHES RD	50
SA HAMILTON COMMUNITY CENTER	10700 NACOGDOCHES RD	"
SA HARLANDALE COMMUNITY CTR	7227 BRIAR PL	50
SA INTERNATIONAL CENTER	203 S SAINT MARYS ST	100
SA INTERNATIONAL CENTER	203 S SAINT MARYS ST	"
SA MECHANICS GARAGE	110 CALLAGHAN AVE	41
SA MELENDREZ COMMUNITY CENTER	5919 W COMMERCE ST	50
SA MILLERS POND COMM CENTER	6175 OLD PEARSALL RD	50
SA NATATORIUM	1430 W CESAR E CHAVEZ BLVD	50
SA NATATORIUM	1430 W CESAR E CHAVEZ BLVD	"
SA NORTHEAST SERVICE CTR	10303 TOOL YARD	127
SA NORTHEAST SERVICE CTR	10303 TOOL YARD	"
SA NORTHWEST SERVICE CENTER	6939 W LOOP 1604 N	134
SA NORTHWEST SERVICE CENTER	6939 W LOOP 1604 N	"
SA ONE STOP	1901 S ALAMO ST	379

SA ONE STOP	1901 S ALAMO ST	"
SA ONE STOP	1901 S ALAMO ST	"
SA ONE STOP	1901 S ALAMO ST	"
SA PARK RANGERS OFFICE	600 HEMISPHERE PARK	50
SA POLICE ACADEMY	12200 SE LOOP 410	300
SA POLICE ACADEMY	12200 SE LOOP 410	300
SA POLICE HQ	315 S SANTA ROSA AVE	700-800
SA POLICE PATROL CENTRAL	515 S FRIO ST	150
SA POLICE PATROL NORTH	13030 JONES MALTSBERGER RD	150
SA POLICE PATROL SOUTH	711 W MAYFIELD BLVD	150
SA POLICE PATROL WEST	7000 CULEBRA RD	150
SA RAMIREZ COMMUNITY CENTER	1011 GILLETTE BLVD	50
SA RONALD DARNER FACILITY	5800 ENRIQUE M BARRERA PKWY	50
SA RONALD DARNER FACILITY	5800 ENRIQUE M BARRERA PKWY	"
SA SOLID WASTE	6802 CULEBRA RD	25
SA ST MARYS GARAGE	400 N SAINT MARYS ST	120
SA VEHICLE STORAGE LOT	3625 GROWDON RD	60
SA WARD COMM CNTR	435 E SUNSHINE DR	50
SA SOUTH LIONS COMMUNITY CNTR	3100 HIAWATHA	50
SA CONVENTION CENTER	200 E MARKET ST	278

RFP EXHIBIT 2

TARGET LOCATIONS – MICRO MARKETS

Location	Address	Approx. # Of Employees
City Tower	100 West Houston St.	1350
City Hall	100 Military Plaza	95
Public Safety Answering Point (PSAP)	8039 Challenger Dr	150
Police Academy	12200 SE Loop 410	300
Public Safety Headquarters	315 S. Santa Rosa	700-800

RFP EXHIBIT 3

SAN ANTONIO HEALTHY VENDING GUIDELINES

Posted as a separate document

RFP EXHIBIT 4

TABLE 1 PROPOSED MICRO MARKET PRODUCTS

Posted as a separate attachment

TABLE 2 PROPOSED SNACK VENDING PRODUCTS

Posted as a separate attachment

TABLE 3 PROPOSED BEVERAGE VENDING PRODUCTS

Posted as a separate attachment

TABLE 4 PROPOSED COFFEE/TEA PRODUCTS

Posted as a separate attachment

RFP EXHIBIT 5

SBEDA Ordinance Compliance Provisions

Posted as a separate document.

RFP EXHIBIT 6

ADMINISTRATIVE DIRECTIVE (AD) 7.4A, ACCEPTABLE USE OF INFORMATION TECHNOLOGY

Posted as a separate document.

RFP EXHIBIT 7

ADMINISTRATIVE DIRECTIVE (AD) 7.8D, ACCESS CONTROL

Posted as a separate document.

RFP EXHIBIT 8

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 and which shall be made a part of the resulting contract:

No later than 30 days before the scheduled event, CONTRACTOR must provide a completed Certificate(s) of Insurance to CITY's Finance Department. The certificate must be:

- clearly labeled with the legal name of the event in the Description of Operations block;
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance);
- properly endorsed and have the agent's signature, and phone number,

Certificates may be mailed or sent via email, directly from the insurer's authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by CITY'S Finance Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing this Agreement, CONTRACTOR certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the Event.

The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

CONTRACTOR shall obtain and maintain in full force and effect for the duration of this Agreement, at CONTRACTOR'S sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. If the CONTRACTOR claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

INSURANCE TYPE	LIMITS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$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. Independent Contractors *f. Damage to Rented Premises	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.
*If Applicable	

CONTRACTOR must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of CONTRACTOR and provide a certificate of insurance and endorsement that names CONTRACTOR and CITY as additional insureds. Respondent shall provide CITY with subcontractor certificates and endorsements the subcontractor starts work.

If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. CONTRACTOR must comply with such requests within 10 days by submitting the requested insurance documents to the CITY at the following address:

City of San Antonio
Attn: **FINANCE DEPARTMENT**
P.O. Box 839966

CONTRACTOR's insurance policies must contain or be endorsed to contain the following provisions:

- Name CITY and 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 CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
- Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.
- Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and
- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

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

In addition to any other remedies CITY may have upon CONTRACTOR'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order CONTRACTOR to stop work and/or withhold any payment(s) which become due to CONTRACTOR under this Agreement until CONTRACTOR demonstrates compliance with requirements.

Nothing contained in this Agreement shall be construed as limiting the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR'S or its subcontractors' performance of the work covered under this Agreement.

CONTRACTOR'S insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.

The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.

CONTRACTOR and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

RFP EXHIBIT 9

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 Contract, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Contract. 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. In addition, Respondent agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

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 CONTRACT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

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 10

LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE

In accordance with Chapter 271, Texas Local Government Code, the City adopted a policy, known as the Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII.

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.

All bidders are required to complete and submit the Local Preference Identification form, regardless of the location of their business.

RFP EXHIBIT 11

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 12

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Texas Government Code §2271.002 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.

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"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 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. This term does not include a sole proprietorship.

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 hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

RFP EXHIBIT 13
PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit 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. This term does not include a sole proprietorship.

"Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

Texas Government Code §2274 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 energy companies; and (2) will not boycott energy companies during the term of the contract.

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

RFP EXHIBIT 14

PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit 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. This term does not include a sole proprietorship.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

Texas Government Code §2274 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 have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

RFP EXHIBIT 15

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. Respondent hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Respondent's certification. If found to be false, or if Respondent is identified on said list during the course of its contract with City, City may terminate the Contract for material breach.

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 to do business with the State of Texas Secretary of State?

Yes ___ No ___ If "Yes", provide registration number.

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

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

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

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

12. Financial Review: Is your firm publicly traded? Yes ___ No ___ If "Yes", provide your firm's SEC filing number.

REFERENCES

Provide three (3) reference letters from three (3) separate organizations/companies/firms, that the Respondent has provided services to within the past three (3) years. The contact person named on the reference letter should be familiar with the day-to-day management of the contract and would be able to provide type, level, and quality of services performed. In addition, please provide the contact information below of the references you have submitted.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

RFP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

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

Micro Markets (To be completed if submitting a response to Micro-Markets)

1. Provide a description of your firm's background and relevant experience in providing Micro- Market services requested by this RFP.
2. List and describe a minimum of four (4) active accounts of comparable size and sales volume. For each of the accounts, provide the total number of micro markets and annual gross sales volume. Identify key personnel assigned to each of the accounts and their role.
3. Provide no more than three (3) examples of accounts in which Respondent has increased sales volumes and improved service levels and describe how these increases and improvements were accomplished.
4. Describe Respondent's specific experience providing micro markets services to public entity clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department(s) for which Respondent provided those services.
5. Describe Respondent's experience with healthy micro markets. Provide examples of experience with healthy vending requirements and provide a list of current contracts that contain healthy vending requirements, if available.
6. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
7. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past. Respondent shall limit information regarding the Small Business Economic Development Advocacy Program (and associated certifications for any joint venturers or sub-contractors), the Local Preference Program and the Veteran-Owned Small Business Preference Program participation.
8. State the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope. Include resumes of key personnel.
9. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
10. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

Snack and Beverage Vending Machines (To be completed if submitting response to Snack and/or Beverage Vending)

1. Provide a description of your firm's background and relevant experience in providing Snack and/or Beverage services requested by this RFP.
2. List and describe a minimum of four (4) active accounts of comparable size and sales volume. For each of the accounts, provide the total number of vending machines and annual gross sales volume. Identify key personnel assigned to each of the accounts and their role.
3. Provide no more than three (3) examples of accounts in which Respondent has increased sales volumes and improved service levels and describe how these increases and improvements were accomplished.
4. Describe Respondent's specific experience providing vending machine services to public entity clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department(s) for which Respondent provided those services.
5. Describe Respondent's experience with healthy vending programs. Provide examples of experience with healthy vending requirements and provide a list of current contracts that contain healthy vending requirements, if available.
6. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
7. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past. Respondent shall limit information regarding the Small Business Economic Development Advocacy Program (and associated certifications for any joint venturers or sub-contractors), the Local Preference Program and the

Veteran-Owned Small Business Preference Program participation.

8. State the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope. Include resumes of key personnel.
9. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
10. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

Coffee/Tea Services (To be completed if submitting a response to Coffee/Tea Services)

1. Provide a description of your firm's background and relevant experience in providing Coffee/Tea services requested by this RFP.
2. List and describe a minimum of four (4) active accounts of comparable size and sales volume. For each of the accounts, provide the total number of machines and annual gross sales volume. Identify key personnel assigned to each of the accounts and their role.
3. Provide no more than three (3) examples of accounts in which Respondent improved service levels and describe how these improvements were accomplished.
4. Describe Respondent's specific experience providing coffee/tea services to public entity clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department(s) for which Respondent provided those services.
5. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
6. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past. Respondent shall limit information regarding the Small Business Economic Development Advocacy Program (and associated certifications for any joint venturers or sub-contractors), the Local Preference Program and the Veteran-Owned Small Business Preference Program participation.
7. State the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope. Include resumes of key personnel.
8. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
9. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

RFP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items:

Micro-Markets

1. BUSINESS PLAN:

- a. Submit a detailed business plan for the first year of operations. The plan should address and include the following:
 - Respondent's plan to enhance current services and maximize revenues including any recommendations for additional services. State whether Respondent will provide coffee as part of their micro market offering.
 - Implementation Plan detailing the amount of time to install micro market equipment and become operational at each of the proposed micro market set ups/locations upon contract award.
 - Transition Plan from the current vendor to the successful respondent, if the current vendor is not the successful respondent, to ensure uninterrupted service. List major tasks to be accomplished and associated timeline in calendar days.
- b. State the projected amount of annual gross sales for the proposed contract terms described in Section 006 – Term of Contract of this RFP for the following locations below. State all assumptions used to calculate projected amount of annual gross sales to include, but not limited to, annual case sales volume by category and projected growth rates of sales.
 - Micro Markets – Please submit specific plans for each of the below locations:
 - City Hall
 - City Tower
 - Public Safety Answering Point (PSAP)
 - Police Academy
 - Public Safety Headquarters
- c. Specific to the above listed locations, provide a detailed layout of equipment necessary to provide micro-market services, as applicable. For these locations, indicate the number and type(s) of micro market set ups/kiosks to be placed at each properties/facility. Note that current micro market setups will need to be replaced with new setups, equipment and machines. **RESPONDENT SHALL INCLUDE RENDERINGS/FACADES OF THE PROPOSED SET UP FOR MICROMARKET(S) FOR THE AFOREMENTIONED LOCATIONS.**
- d. Provide a detailed description of the types and features of micro market setups to be installed, including drawings, specifications or photographs. Indicate number of machines that will be equipped with energy management devices and custom machine facades.
- e. Describe the customer's experience/interfaces with micro markets. What marketing/sales techniques are used to increase sales and allow for customer friendly experience? What technology is used to track sales (products sold, low selling items, etc)? Can reporting be captured by micro market setup/location?
- f. Identify the number of micro market set up/locations that will be able to accept all major credit and debit cards, as well as cash, provided that the location is one where an appropriate signal connection can be achieved. In addition, provide other payment methods Respondent can support such as smart phone applications. Highlight technologies available to support incentive programs for employees and payroll deduction options, if available.
- g. List and describe recommendations for additional services that the respondent suggests the City should incorporate related to micro markets.
- h. Have supply chain issues impacted your firm's ability acquire equipment and products necessary to set up micro markets? If so, what areas are your firm encountering supply chain challenges? How will your firm address these challenges to avoid any disruption in service or product delivery/availability?
- i. Describe other Value-added Services (Catering, prepared meals, etc) you firm offers.

2. HEALTH PLAN

- a. Submit a detailed health plan that supports the consumption of healthy products with product offerings that include nutritious items which are in alignment with the City of San Antonio Healthy Vending Guidelines contained in RFP Exhibit 3.
- b. In addition to completing Exhibit 4 – Table 1 Proposed Micro Market Products, Respondent must list proposed micro-market products in Exhibit 4, to include manufacturer, description, product volume/weight/size, calories per package, total fat grams per package, saturated fat grams per package, sugar grams per package, sodium milligrams per package, wholesale, and price that employees will be charged. Proposals must include natural or healthy choices that follow the healthy snack guidelines listed in Exhibit 3 of the RFP.
- c. Explain how Respondent will influence consumption of healthier options. Examples include lower prices for healthier options and product placement.
- d. Identify method and process to present a pleasing product presentation style and perception of value. Submit photographic samples of advertising display signage on machines/kiosks that will reflect healthy choices.
- e. Provide samples of micro market item selection options that avoid duplication of product in same machine/kiosk.
- f. Provide a plan for meeting the minimum requirement of 80% healthy snacks within each machine/kiosk. **Value Added Services** - Respondents are encouraged to submit a plan offering up to 100% healthy food options. State the percentage of healthy foods offered and the variety/assortment of products that will be available. The City will give preference to proposals that exceed the 80% minimum requirement for healthy snacks.
- g. Provide plan to monitor on an annual basis, the products being offered through this contract and make suggestions for product changes based on usage.
- h. Provide plan that demonstrates City can continue to meet the guidelines for the Gold medal status under these services.

3. OPERATIONAL PLAN

- a. Describe your management plan for restocking micro market machines/kiosks to include schedule and procedures. This plan should assure continued compliance with nutritional guidelines throughout the term of the contract. Modifications to products offered must be approved by City prior to change.
- b. Provide your plan for the maintenance, repair, and replacement of micro markets machines/kiosks during the contract period. Respondents must provide a guaranteed response time to repair malfunctioning or broken machines/kiosks. A monetary penalty will be imposed upon the Respondent for machines/kiosks not serviced within 48 hours to compensate City for the loss of revenue.
- c. Description of plan to notify customers as to any down-time or inoperative machines/kiosks, to include the posting of specific telephone numbers and addresses for customers to contact the Respondent regarding inoperative or damaged machines/kiosk.
- d. Describe your plan for notification of changes to the City. Include a sample report to include all locations, date of readings and a section to describe any replacements, adjustments, changes to circuit board, etc.
- e. Respondent should describe its policies on refunds and specific procedures for reimbursement of money lost in micro market machines/kiosks. The emphasis and details enclosed in the proposal should be to effectively and efficiently refund customers in a timely manner. Be advised, City Staff will not handle any aspect of the refund procedure.
- f. Describe your procedures to minimize loss prevention. How is it monitored and what type of reporting will be provided to the City?
- g. Description of cash handling plan and procedures.
- h. State any proposed adjustments to item prices over the term of the contract. Respondent should address how it will assure the City that the prices offered are the lowest prices the City of San Antonio could obtain. Changes in pricing shall be approved by the City.

4. MARKETING PLAN AND OUTREACH

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

Examples of opportunities include:

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

Benefits could include:

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

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

Snack and Beverage Vending Machines

1. BUSINESS PLAN

- a. Submit a detailed business plan for the first year of operations. The plan should address and include the following:
 - Respondent's plan to enhance current services and maximize revenues including any recommendations for additional services.
 - Implementation Plan detailing the amount of time to install vending machine equipment and become operational at each of the proposed vending locations/facilities upon contract award.
 - Transition Plan from the current vendor to the successful respondent, if the current vendor is not the successful respondent, to ensure uninterrupted service. List major tasks to be accomplished and associated timeline in calendar days.
- b. State the projected amount of annual gross sales for the proposed contract terms described in Section 006 – Term of Contract of this RFP for the following categories below. State all assumptions used to calculate projected amount of annual gross sales to include, but not limited to, annual case sales volume by category and projected growth rates of sales.
 - Beverage Vending
 - Snack Vending
- c. Specific to the locations listed in Exhibit 1, indicate how Respondent proposes to place snack and beverage vending machines, as applicable. For these locations, indicate the number and type(s) of vending machines/kiosks to be placed at each properties / facility. **RESPONDENT SHALL INCLUDE RENDERINGS/FACADES OF THE PROPOSED SET UP FOR VENDING FOR THE AFOREMENTIONED LOCATIONS.**
- d. Provide a detailed description of the types and features of vending machines to be installed, including drawings, specifications or photographs. Indicate number of machines that will be equipped with energy management devices and custom machine facades.

- e. Describe the customer's experience/interfacing with vending machines. What marketing/sales techniques are used to increase sales and allow for customer friendly experience? What technology is used to track sales (products sold, low selling items, etc)? Can reporting be captured by machine/location?
- f. Identify the number of vending machines/kiosks that will be able to accept all major credit and debit cards, as well as cash, provided that the location is one where an appropriate signal connection can be achieved. In addition, provide other payment methods Respondent can support such as smart phone applications. Highlight technologies available to support incentive programs for employees and payroll deduction options, if available.
- g. List and describe recommendations for additional services that the respondent suggests the City should incorporate related to beverage and snack vending.
- h. Have supply chain issues impacted your firm's ability acquire equipment and products necessary to set up micro markets? If so, what areas are your firm encountering supply chain challenges? How will your firm address these challenges to avoid any disruption in service or product delivery/availability?
- i. Describe Other Value-added Services (Catering, prepared meals, etc) you firm offers.

2. HEALTH PLAN

- a. Submit a detailed health plan that supports the consumption of healthy products with product offerings that include nutritious items which are in alignment with the City of San Antonio Healthy Vending Guidelines contained in RFP Exhibit 3.
- b. Complete Exhibit 4 – Table 2 Proposed Snack Vending Products and Table 3 Proposed Beverage Vending Products. List proposed vending products to include manufacturer, description, product volume/weight/size, calories per package, total fat grams per package, saturated fat grams per package, sugar grams per package, sodium milligrams per package, wholesale, and price that employees will be charged. Proposals must include natural or healthy beverage and snack vending choices that follow the healthy snack guidelines listed in Exhibit 3 of the RFP.
- c. Explain how Respondent will influence consumption of healthier options. Examples include lower prices for healthier options and product placement.
- d. Identify method and process to present a pleasing product presentation style and perception of value. Submit photographic samples of advertising display signage on machines that will reflect healthy choices.
- e. Provide samples of machine beverage and snack vending selection options that avoid duplication of product in same machine.
- f. Provide a plan for meeting the minimum requirement of 80% healthy snacks within each machine. **Value-added Services**, Respondents are encouraged to submit a plan offering up to 100% healthy beverage and snack options. State the percentage of healthy beverage and snacks offered and the variety/assortment of products that will be available. The City will give preference to proposals that exceed the 80% minimum requirement for healthy beverage and snacks.
- g. Provide plan to monitor on an annual basis, the products being offered through this contract and make suggestions for product changes based on usage.
- h. Provide plan that demonstrates City can continue to meet the guidelines for the Gold medal status under these services.

3. OPERATIONAL PLAN

- a. Describe your management plan for restocking machines to include schedule and procedures. This plan should assure continued compliance with nutritional guidelines throughout the term of the contract. Modifications to products offered must be approved by City prior to change.
- b. Provide your plan for the maintenance, repair, and replacement of machines during the contract period. Respondents must provide a guaranteed response time to repair malfunctioning or broken machines. A monetary penalty will be imposed upon the Respondent for machines not serviced within 48 hours to compensate City for the loss of revenue.
- c. Description of plan to notify customers as to any down-time or inoperative machines, to include the posting of specific telephone numbers and addresses for customers to contact the Respondent regarding inoperative or damaged vending machines.

- d. Describe your plan for notification of changes to the City. Include a sample report to include all locations, date of readings and a section to describe any replacements, adjustments, changes to circuit board, etc.
- e. Respondent should describe its policies on refunds and specific procedures for reimbursement of money lost in machines. The emphasis and details enclosed in the proposal should be to effectively and efficiently refund customers in a timely manner. Be advised, City Staff will not handle any aspect of the refund procedure.
- f. Describe your procedures to minimize loss prevention. How is it monitored and what type of reporting will be provided to the City?
- g. Description of cash handling plan and procedures.
- h. State any proposed adjustments to vending prices over the term of the contract. The Respondent should address how it will assure the City that the prices offered are the lowest prices the City of San Antonio could obtain. Changes in pricing shall be approved by the City.

4. MARKETING PLAN AND OUTREACH

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

Examples of opportunities include:

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

Benefits could include:

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

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

Coffee/Tea Services

1. BUSINESS PLAN:

- a. Submit a detailed business plan for the first year of operations. The plan should address and include the following:
 - Respondent's plan to provide standard and premium coffee services as described in this RFP with a detailed description of coffee equipment, coffee/tea, supplies and condiments to be provided for each type of service. Include pictures, drawings and/or specifications for equipment proposed for each type of service.
 - Implementation Plan detailing the amount of time to install coffee equipment and become operational at each of the proposed locations/facilities upon contract award.
- b. How will Respondent consider placement for standard and premium coffee services? For each location, indicate the number and type(s) of coffee/tea equipment and supplies to be provided. Note that current coffee/tea services machines, if any, will need to be replaced with new coffee/tea services machines. **RESPONDENT SHALL INCLUDE RENDERINGS/FACADES OF THE PROPOSED SET UP FOR COFFEE/TEA SERVICES FOR THE AFOREMENTIONED LOCATIONS.**

- c. List and describe recommendations for additional services that the respondent suggests the City should incorporate related to coffee/tea services
- d. Have supply chain issues impacted your firm's ability acquire equipment and products necessary to set up coffee/tea services? If so, what areas are your firm encountering supply chain challenges? How will your firm address these challenges to avoid any disruption in service or product delivery/availability?

2. HEALTH PLAN

- a. Submit a detailed health plan that supports the consumption of healthy products with product offerings.
- b. In addition to completing Exhibit 4 – Table 4 Proposed Coffee/Tea Vending Products, Respondent must list proposed coffee/tea services products, both standard and premium, to include manufacturer, description, product volume/weight/size, calories per package, total fat grams per package, saturated fat grams per package, sugar grams per package, sodium milligrams per package, wholesale, and price. Proposals must include natural or healthy coffee/tea choices and condiments (sugar, creamer) that follow the healthy snack guidelines listed in the RFP. The Respondent must provide list of items/menu offerings.
- c. State any proposed adjustments to coffee/tea vending prices over the term of the contract. The Respondent should address how it will assure the City that the prices offered are the lowest prices the City of San Antonio could obtain. Changes in pricing shall be approved by the City.
- d. Explain how firm will influence consumption of healthier options.
- e. Provide plan to monitor on an annual basis, the products being offered through this contract and make suggestions for product changes based on usage.
- f. Provide plan that demonstrates City can continue to meet the guidelines for the Gold medal status under these services.

3. OPERATIONAL PLAN

- a. Describe your management plan for restocking coffee, tea and supplies to include schedule and procedures. Modifications to products offered must be approved by City prior to change
- b. Provide your plan for the maintenance, repair, and replacement of machines during the contract period. Respondents must provide a guaranteed response time to repair malfunctioning or broken machines. A monetary penalty will be imposed upon the Respondent for machines not serviced within 48 hours.
- c. Description of plan to notify customers as to any down-time or inoperative machines, to include the posting of specific telephone numbers and addresses for customers to contact the Respondent regarding inoperative or damaged vending machines/kiosks.
- d. Describe your plan for notification of changes to the City. Include a sample report to include all locations, date of readings and a section to describe any replacements, adjustments, etc.

4. MARKETING PLAN AND OUTREACH

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

Examples of opportunities include:

- Sponsorship of City programs, events, and activities – examples of programs include health/wellness, youth and recycling programs, Parks & Recreation Show Mobile
- Promotional – custom machine bank facades, event banners
- Donations - cash, equipment and supplies, annual allocation of product, logo merchandise
- Open House – roll out of coffee/tea machines/kiosk or services

Benefits could include:

- The designation as partner of the City of San Antonio for use in promotional activities

- The ability to conduct sampling programs at City properties and sponsored events, upon approval of the City, to try out unfamiliar vending options and encourage healthy choices

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

RFP ATTACHMENT B

COMMISSION SCHEDULE – MICRO-MARKETS

Respondent’s proposal must be based on the proposed contract term, including renewal periods, stated in this RFP. Proposing a different term of the contract, or renewal terms may lead to disqualification of Respondent’s proposal from consideration. As such, Respondent must provide pricing in the manner set forth in the RFP’s Price Schedule. Failure to do so may lead to disqualification of Respondent’s proposal from consideration.

Identify commission payments to the City expressed as a percentage of Adjusted Gross Receipts for proposed contract term described in Section 006 – Term of Contract of this RFP. Adjusted Gross Receipts are defined as the amount of computed receipts, based upon the cash sales readings, that should have been removed from the vending machine/micro market at the time of service, less refunds and test vends. **Commission Payments based upon a five (5) year contract with one (1), five-year options as described in Section 006 – Term of Contract of this RFP:**

Proposed Commission Payments	Micro Market Percentage of Adjusted Gross Receipts
Year 1	____%
Year 2	____%
Year 3	____%
Year 4	____%
Year 5	____%
Renewal Year 1	____%
Renewal Year 2	____%
Renewal Year 3	____%
Renewal Year 4	____%
Renewal Year 5	____%

RFP ATTACHMENT B (CONTINUED)

COMMISSION SCHEDULE – SNACK VENDING MACHINES

Respondent’s proposal must be based on the proposed contract term, including renewal periods, stated in this RFP. Proposing a different term of the contract, or renewal terms may lead to disqualification of Respondent’s proposal from consideration. As such, Respondent must provide pricing in the manner set forth in the RFP’s Price Schedule. Failure to do so may lead to disqualification of Respondent’s proposal from consideration.

Identify commission payments to the City expressed as a percentage of Adjusted Metered Gross Receipts for proposed contract terms described in Section 006 – Term of Contract of this RFP. Adjusted Metered Gross Receipts are defined as the amount of computed receipts, based upon the cash sales meter readings, that should have been removed from the vending machine/micro market at the time of service, less refunds and test vends. **Commission Payments based upon a five (5) year contract with one (1), five-year options as described in Section 006 - Term of Contract of this RFP:**

Proposed Commission Payments	Snack Vending Percentage of Adjusted Gross Receipts
Year 1	____%
Year 2	____%
Year 3	____%
Year 4	____%
Year 5	____%
Renewal Year 1	____%
Renewal Year 2	____%
Renewal Year 3	____%
Renewal Year 4	____%
Renewal Year 5	____%

RFP ATTACHMENT B (CONTINUED)

COMMISSION SCHEDULE – BEVERAGE VENDING MACHINES

Respondent’s proposal must be based on the proposed contract term, including renewal periods, stated in this RFP. Proposing a different term of the contract, or renewal terms may lead to disqualification of Respondent’s proposal from consideration. As such, Respondent must provide pricing in the manner set forth in the RFP’s Price Schedule. Failure to do so may lead to disqualification of Respondent’s proposal from consideration.

Identify commission payments to the City expressed as a percentage of Adjusted Metered Gross Receipts for proposed contract terms described in Section 006 – Term of Contract of this RFP. Adjusted Metered Gross Receipts are defined as the amount of computed receipts, based upon the cash sales meter readings, that should have been removed from the vending machine/micro market at the time of service, less refunds and test vends. **Commission Payments based upon a five (5) year contract with one (1), five-year options as described in Section 006 - Term of Contract of this RFP:**

Proposed Commission Payments	Snack Vending Percentage of Adjusted Gross Receipts
Year 1	____%
Year 2	____%
Year 3	____%
Year 4	____%
Year 5	____%
Renewal Year 1	____%
Renewal Year 2	____%
Renewal Year 3	____%
Renewal Year 4	____%
Renewal Year 5	____%

RFP ATTACHMENT B (CONTINUED)

PRICE SCHEDULE- STANDARD COFFEE/TEA SERVICES

Item #	Equipment Description	Info	Estimated Annual Quantity	Unit of Measure (Month)	
1	Batch Brew Coffee Machine	Machine Name: _____ Model #: _____	13	12	
Item #	Description <u>Coffee Batch Brew</u>	Info	Estimated Annual Quantity (Per Each-count) (A)	Price Per Each-count (B)	Extended Price (A x B = C) (C)
<i>Example Pricing Structure (APPLIES TO ALL)</i>	<i>Medium Roast Coffee:</i> <i>Brand: <u>Folgers</u></i> <i>Product Number: <u>123XYZ</u></i>	<i>1 box / <u>10</u> count (____ oz)</i>	<i>720</i>	<i>\$ <u>0.50</u></i>	<i>\$<u>360.00</u></i>
2	Medium Roast Coffee Brand: _____ Product Number: _____	1 box / _____ count (____ oz)	3,380	\$ _____	\$ _____
3	Medium Roast Coffee Decaffeinated Brand: _____ Product Number: _____	1 box / _____ count (____ oz)	1,690	\$ _____	\$ _____

4	Machine Cleaner Brand: _____ Product Number: _____	1 box / _____ count	156	\$ _____	\$ _____
---	--	---------------------	-----	----------	----------

Item #	Description	Info	Estimated Annual Quantity	Unit of Measure (Month)	
5	Small-Medium Office Single Cup Brewer	Machine Name: _____ Model #: _____	15	12	
Item #	Description <u>Coffee K-Cups/Pods</u>	Info	Estimated Annual Quantity (Per Each-count) (A)	Price Per Each-count (B)	Extended Price (A x B = C) (C)
6	Medium Roast Coffee Brand: _____ Product Number: _____	1 box / _____ count	78,000	\$ _____	\$ _____
7	Medium Roast Coffee Decaffeinated Brand: _____ Product Number: _____	1 box / _____ count	39,000	\$ _____	\$ _____
8	Tea (various flavors such as chamomile, earl grey, green tea, etc.) Brand: _____ Product Number: _____	1 box / _____ count	19,500	\$ _____	\$ _____

9	Chocolate Brand: _____ Product Number: _____	1 box / _____ count	19,500	\$ _____	\$ _____
10	K-Cup Stand/Pod Rack; or city approved equal Brand: _____ Product Number: _____	Serial #: _____	15	\$ _____	\$ _____
11	Machine Cleaner Brand: _____ Product Number: _____	1 box / _____ count	180	\$ _____	\$ _____

*Machines shall be provided to City at no rental cost.

Item #	Description	Info	Estimated Annual Quantity	Unit of Measure (Month)	
12	Single Service Coffee Machine*	Machine Name: _____ Model #: _____	4	12	
Item #	Description <u>Single Serve Coffee Packs</u>	Info	Estimated Annual Quantity (Per Each-count) (A)	Price Per Each-count (B)	Extended Price (A x B = C) (C)
13	Medium Roast Coffee Brand: _____ Product Number: _____	1 box / _____ count	20,800	\$ _____	\$ _____
14	Medium Roast Coffee Decaffeinated Brand: _____ Product Number: _____	1 box / _____ count	10,400	\$ _____	\$ _____
15	Tea (various flavors such as chamomile, earl grey, green tea, etc.) Brand: _____ Product Number: _____	1 box / _____ count	5,200	\$ _____	\$ _____
16	Chocolate Brand: _____ Product Number: _____	1 box / _____ count	5,200	\$ _____	\$ _____

*Machines shall be provided to City at no rental cost.

Additional Items:

	Description	Info	Estimated Annual Quantity (Per Each-count) (A)	Price Per Each-count (B)	Extended Price (A x B = C) (C)
17	Sweetener Yellow - sucralose (single) Brand: _____ Product Number: _____	1 box / _____ count	100,000	\$ _____	\$ _____
18	Sweetener Pink - saccharin (single) Brand: _____ Product Number: _____	1 box / _____ count	40,000	\$ _____	\$ _____
19	Sweetener Blue - aspartame (single) Brand: _____ Product Number: _____	1 box / _____ count	30,000	\$ _____	\$ _____
20	Sugar Canister Container Brand: _____ Product Number: _____	1 canister (____ oz)	180	\$ _____	\$ _____
21	Powder Creamer Canister - Original Flavor Brand: _____ Product Number: _____	1 canister (____ oz)	360	\$ _____	\$ _____
22	Liquid Creamer Single Serve – (various flavors such as original, French vanilla, hazelnut, etc.) Brand: _____ Product Number: _____	1 box / _____ count (____ oz)	228,000	\$ _____	\$ _____
23	Stir Sticks Brand: _____ Product Number: _____	1 box / _____ count	170,000	\$ _____	\$ _____
24	Insulated/double wallpaper hot Cup (10 oz) Brand: _____ Product Number: _____	1 box / _____ count / 10 oz	114,000	\$ _____	\$ _____
25	Lids for wallpaper hot Cup (10 oz) Brand: _____ Product Number: _____	1 box / _____ count	114,000	\$ _____	\$ _____

PRICE SCHEDULE– PREMIUM COFFEE/TEA SERVICES

Item #	Equipment Description	Info	Estimated Annual Quantity	Unit of Measure (Month)	
1a	Batch Brew Coffee Machine	Machine Name: _____ Model #: _____	10	12	
Item #	Description	Info	Estimated Annual Quantity (Per Each-count) (A)	Price Per Each-count (B)	Extended Price (A x B = C) (C)
	<u>Coffee Batch Brew</u>				
<i>Example Pricing Structure (APPLIES TO ALL)</i>	<i>Medium Roast Coffee:</i> <i>Brand: <u>Folgers</u></i> <i>Product Number: <u>123XYZ</u></i>	<i>1 box / <u>10</u> count (____ oz)</i>	<i>720</i>	<i>\$ <u>0.50</u></i>	<i>\$<u>360.00</u></i>
2a	Medium Roast Coffee Brand: _____ Product Number: _____	1 box / _____ count (____ oz)	3,900	\$ _____	\$ _____
3a	Medium Roast Coffee Decaffeinated Brand: _____ Product Number: _____	1 box / _____ count (____ oz)	1,950	\$ _____	\$ _____
4a	Machine Cleaner Brand: _____ Product Number: _____	1 box / _____ count	120	\$ _____	\$ _____

Item #	Description	Info	Estimated Annual Quantity	Unit of Measure (Month)	
5a	Small-Medium Office Single Cup Brewer*	Machine Name: _____ Model #: _____	15	12	
Item #	Description <u>Coffee K-Cups/Pods</u>	Info	Estimated Annual Quantity (Per Each-count) (A)	Price Per Each-count (B)	Extended Price (A x B = C) (C)
6a	Medium Roast Coffee Brand: _____ Product Number: _____	1 box / _____ count	78,000	\$ _____	\$ _____
7a	Medium Roast Coffee Decaffeinated Brand: _____ Product Number: _____	1 box / _____ count	39,000	\$ _____	\$ _____
8a	Tea (various flavors such as chamomile, earl grey, green tea, etc.) Brand: _____ Product Number: _____	1 box / _____ count	19,500	\$ _____	\$ _____
9a	Chocolate Brand: _____ Product Number: _____	1 box / _____ count	19,500	\$ _____	\$ _____

10a	K-Cup Stand/Pod Rack; or city approved equal Brand: _____ Product Number: _____	Serial #: _____	15	\$ _____	\$ _____
11a	Machine Cleaner Brand: _____ Product Number: _____	1 box / _____ count	180	\$ _____	\$ _____

*Machines shall be provided to City at no rental cost.

Item #	Description	Info	Estimated Annual Quantity	Unit of Measure (Month)	
12a	Single Service Coffee Machine*	Machine Name: _____ Model #: _____	4	12	
Item #	Description <u>Single Serve Coffee Packs</u>	Info	Estimated Annual Quantity (Per Each-count) (A)	Price Per Each-count (B)	Extended Price (A x B = C) (C)
13a	Medium Roast Coffee Brand: _____ Product Number: _____	1 box / _____ count	20,800	\$ _____	\$ _____
14a	Medium Roast Coffee Decaffeinated Brand: _____ Product Number: _____	1 box / _____ count	10,400	\$ _____	\$ _____
15a	Tea (various flavors such as chamomile, earl grey, green tea, etc.) Brand: _____ Product Number: _____	1 box / _____ count	5,200	\$ _____	\$ _____
16a	Chocolate Brand: _____ Product Number: _____	1 box / _____ count	5,200	\$ _____	\$ _____

*Machines shall be provided to City at no rental cost.

Additional Items:

	Description	Info	Estimated Annual Quantity (Per Each-count) (A)	Price Per Each-count (B)	Extended Price (A x B = C) (C)
17a	Sweetener Yellow - sucralose (single) Brand: _____ Product Number: _____	1 box / _____ count	70,000	\$ _____	\$ _____
18a	Sweetener Pink - saccharin (single) Brand: _____ Product Number: _____	1 box / _____ count	20,000	\$ _____	\$ _____
19a	Sweetener Blue - aspartame (single) Brand: _____ Product Number: _____	1 box / _____ count	10,000	\$ _____	\$ _____
20a	Sugar Canister Container Brand: _____ Product Number: _____	1 canister (____ oz)	120	\$ _____	\$ _____
21a	Powder Creamer Canister - Original Flavor Brand: _____ Product Number: _____	1 canister (____ oz)	120	\$ _____	\$ _____
22a	Liquid Creamer Single Serve – (various flavors such as original, French vanilla, hazelnut, etc.) Brand: _____ Product Number: _____	1 box / _____ count (____ oz)	232,000	\$ _____	\$ _____
23a	Stir Sticks Brand: _____ Product Number: _____	1 box / _____ count	170,000	\$ _____	\$ _____
24a	Insulated/double wallpaper hot Cup (10 oz) Brand: _____ Product Number: _____	1 box / _____ count / 10 oz	125,000	\$ _____	\$ _____
25a	Lids for wallpaper hot Cup (10 oz) Brand: _____ Product Number: _____	1 box / _____ count	125,000	\$ _____	\$ _____

RFP ATTACHMENT C

CONTRACTS DISCLOSURE FORM

Complete and submit a Contracts Disclosure Form with the proposal. The Contracts Disclosure Form may be downloaded at:

- Link to complete form electronically: <https://webapp1.sanantonio.gov/ContractsDisclosure/>
- Link to access PDF form to print and handwrite information: <https://www.sanantonio.gov/portals/0/files/clerk/ethics/ContractsDisclosure.pdf>

1. Download form and complete all fields. 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 and executive committee members,
 - b. list of positions they hold as an individual or entity seeking action on any matter listed:
 - (1) The identity of any individual who would be a party to the transaction;
 - (2) The identity of any entity that would be a party to the transaction and the name of:
 - a. Any individual or entity that would be a subcontractor to the transaction;
 - b. Any individual or entity that is known to be a partner or a parent entity of any individual or entity who would be a party to the transaction, or any subsidiary entity that is anticipated to be involved in the execution of the transaction; and
 - c. The board members, executive committee members, and officers of entities listed above; and
 - (3) The identity of any lobbyist, attorney or consultant employed for purposes relating to the transaction being sought by any individual or entity who would be a party to the transaction.
 - c. names and titles of officers of the organization.
3. Click on the "Print" button and place the copy in your proposal response as indicated in the Proposal Checklist.

NOTE: It is recommended not to use Chrome browser to access this form. If you have difficulty accessing, please contact the Staff Contact Person identified on the Title page of this RFP.

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

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM(S)

Posted as a separate document.

RFP ATTACHMENT F

LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM

Posted as a separate document.

RFP ATTACHMENT G

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM IDENTIFICATION FORM

Posted as a separate document.

RFP ATTACHMENT H

CERTIFICATE OF INTERESTED PARTIES (Form 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/filinginfo/1295>

Print and sign your completed Form 1295. Submit your signed 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 (e.g. IFB 6100001234, RFO 6100001234, or RFCSP 6100001234).

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.

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

RFP ATTACHMENT I

CRIMINAL JUSTICE INFORMATION SERVICES ADDENDUM

FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A- 130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.1 Definitions

1.2 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.3 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.1 Responsibilities of the Contracting Government Agency.

2.2 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes.

3.1 Responsibilities of the Contractor.

3.2 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.1 Security Violations.

4.2 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.3 Security violations can justify termination of the appended agreement.

4.4 Upon notification, the FBI reserves the right to:

a. Investigate or decline to investigate any report of unauthorized use;

b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the

CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.1 Audit

5.2 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.1 Scope and Authority

6.2 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.3 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.4 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.5 This Security Addendum may only be modified by the FBI and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.6 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director
Criminal Justice Information Services Division, FBI 1000 Custer Hollow Road
Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM
CERTIFICATION**

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Signature of Contractor Employee

Date

Printed or Typed Contractor Employee Name

Sex:

Race:

DOB:

State/ID or DL:

Signature of Contractor Representative

Date

Printed or Typed Name of Contractor Representative

Organization Name and Representative's Title

Texas Signatory Page

The undersigned parties agree that the *Security Addendum* is now a part of the contract between the entities. The parties agree to abide by all requirements of the *Security Addendum* and the *CJIS Security Policy*, and it shall remain in force for the term of the contract. Any violation of this addendum constitutes a breach of the contract.

To the extent there is a conflict between a confidentiality clause in the underlying contract and the *Security Addendum* and/or the *CJIS Security Policy*, the *Security Addendum* and the *CJIS Security Policy* shall govern any information covered by the *Security Addendum* and/or the *CJIS Security Policy*.

(To be signed and dated by the vendor and law enforcement agency representative(s) who signed the original contract, or at least who have authority to bind each entity.)

Printed Name of Agency Representative

Signature of Agency Representative

Title

Agency Name and ORI

Date

Printed Name of Vendor (Contractor) Representative

Signature of Vendor (Contractor) Representative

Title

Vendor Organization Name

Date

RFP ATTACHMENT J

SIGNATURE PAGE

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

By submitting a proposal, electronically, Respondent represents that:

If awarded a contract in response to this RFP, Respondent will be able and willing to execute a contract with the understanding that the scope and compensation provisions will be negotiated and included in the final document.

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 8 & 9.

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 General Information 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.

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.)

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

RFP ATTACHMENT K

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order. **Respondent shall limit information regarding the Small Business Economic Development Advocacy Program (and associated certifications for any joint venturers or sub-contractors), the Local Preference Program, the Veteran-Owned Small Business Preference Program participation and any reference to the Respondent's proposed price or revenue to the respective section designated for this information. PLACING PROGRAM PARTICIPATION OR PRICE/REVENUE INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFP MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

Document	Initial to Indicate Document is attached to Proposal
Table of Contents	
Executive Summary	
General Information Form and Three (3) Reference Letters RFP Attachment A, Part One	
Experience, Background and Qualifications RFP Attachment A, Part Two	
Proposed Plan RFP Attachment A, Part Three	
Commission / Price Schedule RFP Attachment B	
+Contracts Disclosure Form RFP Attachment C	
Litigation Disclosure Form RFP Attachment D	
+SBEDA Form 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	
Proof of Insurability (See RFP Exhibit 8) Insurance Provider's Letter and Copy of Current Certificate of Insurance	
Financial Information	
+Certificate of Interested Parties (Form 1295) RFP Attachment H	
+Criminal Justice Information Services Addendum RFP Attachment I	
+Signature Page RFP Attachment J	
Proposal Checklist RFP Attachment K	
+Signed Addenda, if applicable.	
One COMPLETE (1) electronic submission through SAePS.	

+Documents marked with a (+) on this checklist require a signature.

Be sure all forms that require a signature are done so prior to submittal of the proposal.

RFP ATTACHMENT L

HISTORICAL REVENUE DATA FOR SNACK AND BEVERAGE VENDING

Posted as a separate document.

RFP ATTACHMENT M

PRE-SUBMITTAL SIGN-IN SHEET

Posted as a separate document.

RFP ATTACHMENT N

SAPD HISTORICAL DATA

Posted as a separate document.