

CITY OF SAN ANTONIO  
SAN ANTONIO POLICE DEPARTMENT



REQUEST FOR PROPOSALS  
("RFP")

for

ALARM FEE COLLECTION AND PERMIT SERVICES

RFP 23-091; RFx 6100016961

Release Date: July 3, 2023  
Proposals Due: August 17, 2023; 11:00 AM Central Time

This solicitation has been identified as High-Profile.

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**PROHIBITED CAMPAIGN CONTRIBUTIONS**

**Notice Regarding Prohibition on Campaign or Officeholder Contributions for Individuals and Entities Seeking High-Profile Contracts.** Under Section 2-309 of the Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections beginning on the \*10th business day after a contract solicitation has been released through the 30<sup>th</sup> calendar day following the approval by City Council ("blackout" period):

- (1) Any individual seeking a high-profile contract;
- (2) Any owner, officer, officer of board, and executive committee member of an entity seeking a high-profile contract, excluding board officers and executive committee members of 501 (c)(3), 501(c)(4) and 501 (c)(6) non-profit organizations not created or controlled by the City whose board service is done strictly as a volunteer with no financial compensation and no economic gain from the non-profit entity;
- (3) The legal signatory of the high-profile contract;
- (4) Any attorney, lobbyist or consultant hired or retained to assist the individual or entity in seeking a high-profile contract;
- (5) Subcontractors hired or retained to provide services under the high-profile contract; and
- (6) Any first-degree member of the household of any person listed in (1), (2), (3) or (5) of this subsection.

A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution was made by any of these individuals during the "blackout" period.

*\*For this solicitation, the first-day contributions are prohibited is **Tuesday, July 18, 2023.**  
The first day contributions may be made is the 31st day after the contract is approved at a City Council "A" Session.*

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**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".

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### 003 – BACKGROUND

The San Antonio Police Department (“City”) seeks proposals from qualified Respondents interested in providing administration services for the Alarm Permit Program as described in this RFP. Services shall include, but not limited to, administering the issuance and renewal of alarm permits, collection of all related fees for new permits, renewal permits and false alarms.

In accordance with the City of San Antonio Code of Ordinance Chapter 25, Article IV and Article V ([https://library.municode.com/tx/san\\_antonio/codes/code\\_of\\_ordinances?nodet=PTIICO\\_CH25PO\\_ARTIVALS](https://library.municode.com/tx/san_antonio/codes/code_of_ordinances?nodet=PTIICO_CH25PO_ARTIVALS)), all alarm system users are required to have a permit issued by the San Antonio Police Department upon activation of the alarm system. The City collects the following fees for alarm systems:

Fee	Amount
Residential Alarm	\$40.00
Residential Alarm – Senior Citizen	\$30.00
Commercial Alarm	\$100.00
Gated Communities	\$50.00
U.S. Government, State, City, and County Alarms	No Cost

It is a violation of the City Ordinance to operate an alarm system without a valid permit. A residence will be charged seventy-five dollars (\$75.00), and a business owner will be charged one hundred and twenty-five dollars (\$125.00) for each residence or business that does not have a valid alarm permit. In addition, the residence or business owner shall be charged a fee of one hundred and twenty-five dollars (\$125.00) for each false call where the residence or business does not have a valid fire alarm permit.

Excessive false burglar alarms (more than three (3) in a twelve (12) month permit cycle) will be assessed a service fee of fifty dollars (\$50.00), a service fee of seventy-five dollars (\$75.00) will be assessed for the sixth and seventh false alarm, and a one-hundred-dollar (\$100.00) service fee will be assessed for the eighth and each successive false alarm.

Excessive robbery/panic/duress false alarms (more than one (1) in a twelve (12) month permit cycle) begin at two hundred dollars (\$200.00) and increase to five hundred dollars (\$500.00).

Excessive fire false alarms (more than one (1) in a twelve (12) month permit cycle) begin at one hundred and twenty-five dollars (\$125.00) and increase to five hundred dollars (\$500.00).

#### Historical Data – Fee Collections

Fee	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Alarm Permit	\$413,082	\$368,679	\$322,944	\$327,841	\$313,134
Alarm Renewal	\$2,908,393	\$2,779,969	\$2,455,566	\$2,388,778	\$2,331,142
Un-permitted Alarm	\$858,508	\$937,180	\$1,105,049	\$1,233,572	\$1,399,130
False Alarm*	\$700,291	\$589,423	\$689,858	\$596,245	\$1,026,500
<b>Totals</b>	<b>\$4,880,274</b>	<b>\$4,675,250</b>	<b>\$4,573,416</b>	<b>\$4,546,437</b>	<b>\$5,069,906</b>

\*False Alarm Fees include Burglar, Fire, and Robbery

#### PREFERRED QUALIFICATIONS

Respondents only with extensive experience in the design, development, testing, training, conversion, implementation, and operation of large-scale data processing systems shall be requested to participate in this solicitation. This experience shall ensure the overall success of the enforcement of the City of San Antonio Alarm Ordinance related to alarm tracking and billing.

The following are preferred Respondent qualifications:

- Have a minimum of five (5) years experience in administration and collection of alarm fees;
- Primary business includes administration and fee collection;
- Possess technical competence False Alarm Management Systems
- Experience working with large municipal/governmental agencies; and
- Proven track record for success in the collection of fees for large municipal/government agencies.

#### **004 - SCOPE OF SERVICE**

The City of San Antonio Police Department (“City”) seeks proposals from qualified respondents interested in providing administration of the SAPD’s Alarm Permit Program. Services include, but are not limited to, administering the issuance and renewal of alarm permits, collection of all related alarm fees for new permits, renewal permits and false alarms, and decrease the amount of resources necessary to manage the Alarm Permit Program.

The City’s overall goals related to this contract are to improve quality controls, customer service, and assist in recovering costs for false alarm response. The City of San Antonio Municipal Code requires all alarm systems operating with the City to have a valid permit issued by the San Antonio Police Department upon activation of the alarm system. The San Antonio Municipal Code identifies alarm permitting requirements and definitions.

The selected Respondent shall be responsible for performing alarm services listed below:

#### **A. General**

1. The selected Respondent shall be responsible for conforming to all applicable federal, state, city laws and ordinances related to administration of public records and the collection of fees;
2. The selected Respondent shall be responsible for conducting a complete criminal background check on all their employees that will be assisting with the City contract, to include fingerprinting and obtaining verification from federal, state, and local law enforcement agencies prior to starting work. Selected Respondent must also ensure that none of their employees associated with the City’s contract:
  - a. Has been convicted of a felony or misdemeanor crime involving dishonest conduct or possession of illegal drugs;
  - b. Is under indictment or has been convicted or granted deferred adjudication that has not resulted in a dismissal for the offense of criminal homicide, including:
    - murder, capital murder, manslaughter, but excluding criminally negligent homicide; or
    - during the seven years immediately preceding the application, the employee was convicted or granted deferred adjudication for the offense of criminal homicide, including murder, involuntary manslaughter, criminally negligent homicide, rape, sexual abuse, sexual assault, sale or possession of illegal drugs, robbery or felony theft or any financial crime (bad check and theft of service).
  - c. Is not under indictment or charged by information or complaint or convicted or granted deferred adjudication that did not result in dismissal for any offense involving fraud or theft, the unauthorized use of a vehicle, violation of any state or federal laws regulating firearms, violence to any person except conduct classified as no greater than a Class C misdemeanor offense under state law prostitution or the promotion of prostitution, sexual assault, sexual abuse, lewdness or indecency, for use, sale or possession of drugs, driving while intoxicated, or any job-related offense;
  - d. Is not on probation, parole, or mandatory supervision for an offense noted herein;
  - e. Has not falsified or materially altered or omitted pertinent information in any government record;
3. All records remain property of the City of San Antonio; and

4. Vendor shall supply a current PCI DSS Attestation of Compliance (AOC).

## **B. Alarm Support Operations**

The selected Respondent shall be responsible for:

1. Providing all necessary resources, to include but not limited to, materials, equipment, labor, personnel, and all other services necessary to perform administration and collection of alarm fees;
2. Providing all necessary resources to support SAPD with functions that may continue to be preformed by SAPD staff, such as alarm fee collection enforcements, and walk-in payments. This includes providing access into the respondent's system used for Alarm Permit Program to SAPD staff, with the ability to view and edit records, and manage SAPD user accounts;
3. System must be capable of interfacing with the City's Computer Aided Dispatch System (CAD);
4. Cooperating fully with the City of San Antonio Code of Ordinance Chapter 25, Article IV, and Article V, in order to maximize customer service, safety, and proficient services;
5. Providing the City administrative access to their False Alarm Management System;
6. Collecting and remitting to City all allowable revenues generated from the collection of new alarm, renewal alarm, gated community alarm and false alarm fees;
7. Maintaining all records in reference to new alarm permits, renewal alarm permits, government alarm permits, gated community alarm permits and false alarms with input and direction from City, as needed;
8. Make available weekly reports to show all fees collected for new alarm, renewal alarm, government alarm, gated community alarm and false alarm fees;
9. Single point of contact and daily citizen assistance;
10. Maintain databases:
  - a. New Alarm Permits
  - b. Renewal Alarm Permits
  - c. Senior Citizen Alarm Permits
  - d. Government Alarm Permits
  - e. Gated Community Alarm Permits
  - f. Alarm Permits with outstanding charges
  - g. Non-Permitted Alarms with outstanding charges
  - h. Address verification database utilizing CoSA street data
  - i. Image all documents and attach to alarm permits;
8. The Respondent will perform the collection of payments in accordance with the rates established by the City of San Antonio Code of Ordinance Chapter 25, Article IV;
9. Respondent shall perform all the billing in accordance with the City of San Antonio Code of Ordinance Chapter 25, Article IV;
10. The system installed by the Respondent shall generate the following reports, including but not limited to:
  - a. New alarm permits issued and fees collected
  - b. Government alarm permits issued
  - c. Gated Community alarm permits issued and fees collected
  - d. Annual renewal permits billed and fees collected
  - e. Permits inactivated and reason for inactivation
  - f. Permits reactivated and reason for reactivation
  - g. Number of false security and fire alarms

- h. Number of false security and fire alarms billed and fees collected
- i. Number of reinstatement fees billed and fees collected
- j. False security and fire alarms for permit owners
- k. False security and fire alarms for non-permit owners
- l. Report for permit holders after three false alarms at the same location within any 12-month period;

11. The system shall be able to maintain the following critical dates:

- a. Original permit issue date
- b. Annual permit renewal date
- c. Permit suspension date
- d. Permit reinstatement date
- e. False alarm effective date based on: installation and/or permit.
- f. Date of each false alarm;

12. The system shall have ability to identify Alarm operator(s);

13. The system shall have ability to capture the following information:

- a. Permit number
- b. Permit issue date
- c. Permit expiration date
- d. Permit type (commercial / residential) or types as deemed by the Alarm Coordinator
- e. Name of business or residential applicant / holder
- f. Site:
  - 1) Street address and zip code of property
  - 2) Type of property (residential / commercial)
  - 3) Telephone numbers
  - 4) Contact persons (minimum of 2) and phone number(s)
  - 5) Type of alarm system installed (security or fire)
- g. Billing:
  - 1) Name (corporate if applicable)
  - 2) Full mailing address (includes zip code)
  - 3) Contact person and phone number(s)
- h. Permit Holder Responsible for Alarm:
  - 1) Name (corporate if applicable)
  - 2) Driver's License Number
  - 3) Complete mailing address
  - 4) Phone numbers
- i. Special circumstances for the site to include, but not limited to:
  - 1) Special Medical Concerns
  - 2) Pet Information;

14. The system shall have the ability to automatically generate a permit number or tracking number for non-permitted locations;

15. The system shall have the ability to maintain reasons for denial of issuance of permit or renewal, including:

- a. Permit Application incomplete, misleading, and/or false
- b. Site is not within the corporate city limits of San Antonio
- c. Applicant has unpaid alarm fees;

16. Ability to generate renewal notices and second renewal notices automatically within specified periods;

17. Ability to generate suspension notices based upon the City of San Antonio Code of Ordinance Chapter 25, Article IV, and Article V;

18. Ability to generate documentation and submit to CITY when requested for alarm permit revocation;
19. Ability to generate notice to permit holders with any false alarm;
20. Ability to maintain historical information on permit issuance, renewal, suspension, and reinstatement on each property;
21. Ability to maintain current permits status information;
22. Ability to maintain incident count (true/false alarms) information on each location;
23. Ability to provide cross-reference capabilities between permit holder names and properties;
24. Ability to perform search on any tracked field;
25. Ability to print permits in batch or on-line;
26. Ability to archive inactive permits as determined by the Alarm Coordinator;
27. Ability to maintain a table of incident criteria, i.e.:
  - a. Permit owner – telephone number
  - b. Non-permit owner
  - c. Number of false alarms before 1<sup>st</sup> suspension (permit owner only)
  - d. Number of false alarms for 2<sup>nd</sup> suspension (permit owner only);
28. Ability to make adjustments/corrections/refunds on fees at the request of the City;
29. Ability to make adjustments/corrections/refunds on fees relating to accounting errors;
30. Ability to apply partial payments and/or credit balances;
31. Ability to generate incidents manually for account;
32. Ability to issue notice to permit holders with excessive false alarms;
33. Ability to issue notice to non-permit holders with false alarms;
34. Ability to archive historical data;
35. Ability to accept/establish temporary account numbers for non-permit holders who have incurred false alarm charges;
36. Ability to transfer a temporary account number charges to a permanent account (permit) number;
37. Ability to maintain an active/inactive flag. This ability will prevent a renewal notice being generated on permits, which have been revoked;
38. Ability to reference an account number to a primary account number for billing purposes (i.e., businesses with multiple locations and central billing site);
39. Ability to maintain a table of fees in accordance with the City of San Antonio Alarm Ordinance;
40. Ability to generate renewal notices and second notices for active permits;
41. Ability to determine false alarm charges based on the City of San Antonio Alarm Ordinance;
42. Collection requirements and provisions;
43. The successful bidder will design, implement, and maintain a system to serve as the billing/ collections and accounts receivable (A/R) manager for the City of San Antonio alarm program

44. The system will meet the following collection specifications:

- a. Bill format will provide stub or appropriate remittance form to accompany payment
- b. Bill format, permit forms, envelopes, related correspondence will identify to the customer a Respondent staffed and maintained office to answer questions about bills and related false alarm system information
- c. Bill content and other correspondence will provide instructions directing the customer to call a Respondent maintained and staffed phone number to answer questions about billing, bill status, and other false alarm system matters
- d. All templates, bill, correspondence, and related matters will be approved by the City
- e. Respondent will provide system for three bills to be sent 30, 60 and 90 days respectively
- f. Bills will be due in timelines specified in the Ordinance and or rules and regulations as appropriate.
- g. Record of bill will be retained by Respondent to apply to Account Receivable system (A/R) to be maintained by vendor.
- h. Respondent will develop an A/R file, which the City will have the right to audit at anytime.
- i. Respondent will provide the ability for customer to pay on-line, by phone, or mail.
- j. Respondent must be able to allow for the City of San Antonio to accept in-person payments to be entered into their system.
  
- k. Payments made by mail will be directed to an address located within the City limits, maintained, and managed by the vendor.
- l. Respondent system will track bad check occurrences and occurrences where customer stop payments have been ordered.
- m. Respondent will provide system for billing the customer for the appropriate bad check fee charges and charges for stop payment situations.
- n. The billing and A/R system will be integrated with the appeals hearing functions to be developed by the Respondent to provide for integration of abatements, appeals hearing results and other appeals process adjustment to the A/R system.
- o. Within thirty (30) days of termination, or at the end of the contract period, the Respondent must turn over to the City all records, files, database and related project information and materials.

45. Ability to generate billing for alarm charges which includes the following information:

- a. Summary information:
  1. Previous / past due amounts
  2. New charges
  3. Payments
  4. Adjustments
  5. New balance due
  
- b. Detail information:
  1. Type of incident
  2. Date
  3. Time received
  4. Reason / description
  5. Charge if applicable

46. Ability to show all incidents and their associated charges during the current billing period;

47. Ability to provide itemized balance forward capabilities on billings;

48. Ability to waive fees and make appropriate adjustments approved by the City of San Antonio;

49. Ability to input miscellaneous charges on an account receivable system (i.e., returned check charges, bankruptcy);

50. Ability to generate the following reports:

- a. Listing of renewal fees not received within 30 days of notice
- b. Exception listing of permits/non-permits, which has exceeded established limitations
- c. Listing of permits by:
  - 1. Alarm company
  - 2. Permit number
  - 3. Site address
  - 4. Business / Owner name
  - 5. Reporting Districts, Patrol Beats and/or Divisions
- d. Listing of permit counts in all categories.
- e. Listing of outstanding charges
- f. Monthly Alarm company activity
- g. A daily incident exception report
- h. Daily activity reports including:
  - 1. New permits
  - 2. Renewal notices
  - 3. Second notices
  - 4. Account billings
  - 5. Incidents processed
- i. Monthly summary activity reports of the same processes stated in item "h"
- j. frequent offender report by number of false alarms or number of unpaid false alarms fines;

- 51. Respondent shall be responsible for converting two (2) years of the City's historical false alarm data prior to the program beginning to include but not limited to invoices, payments, false alarm counts, account notes, and permit status;
- 52. Respondent shall implement a system for collecting the fees established by Article IV and V of Chapter 25 of the San Antonio City Code that were due and owing prior to the execution of this contract, based on accurate information being supplied to Respondent from current SAPD system. This information will be the sole information supplied and Respondent must rely on its accuracy. To include charges for alarm incidents that had not been related to a specific alarm user ("Unassociated Charges") which occurred two (2) years prior;
- 53. Respondent shall implement a system that provides for collection efforts for delinquent accounts for two years after the due date of the fees established by Article IV and V of Chapter 25 of the San Antonio City Code. Such delinquent accounts shall be addressed by Respondent and selected collection agencies, and appropriate fees for collections shall be assessed to alarm users. All accounts due and owing for 90 days or more shall be processed into the delinquent account collection system;
- 54. Ability to provide reports in both alpha and permit/account number order.
- 55. The Respondent will produce and maintain a website to allow customers to register, renew and/or update permit and/or contact information online. The website will also allow for online training for alarm operators.
- 56. The system shall have the ability to change the rate of the alarm fee and/or fines with 30 days' notice from the City;
- 55. All information collected shall remain confidential unless release of said information is required to be released by law; and
- 56. The system shall produce various notices including violations (finable and non-finable), and maintain appropriate data required under this solicitation.

### **C. Information Technology**

The Respondent shall supply hardware and software and services necessary to establish and provide the Alarm Permit program service.

Respondent personnel shall perform all work under this contract solicitation and supply appropriate supplies and services, including but not limited to:

- a. Hardware/software to maintain all data in reference to this solicitation;
- b. Supply personnel to perform all pertinent duties under this solicitation;
- c. The selected Respondent shall coordinate with and supply to the City all necessary equipment, materials, personnel and services;
- d. The selected Respondent shall coordinate with and supply to the City all necessary equipment, materials, personnel, and services; and
- e. Provide and receive alarm data to and from the City.

Additional technical requirements are specified in Requirements Traceability Matrix, which is attached to this solicitation.

### **D. Financial Management and Reporting**

The selected Respondent, at their sole expense, shall be responsible for the following:

1. Reconcile monies collected new permit, renewal permit and all false alarm fees.
2. Submit a reconciliation report weekly with the following information:
  - a. New permits issued;
  - b. New Permits to Senior Citizens with homestead exemption issued;
  - c. Renewal Permits issued;
  - d. Renewal Permits to Senior Citizens with homestead exemption issued; and
  - e. All false alarm fees collected (fire, burglary, and robbery).
3. Annually engage an independent Certified Public Accountant (CPA) to perform procedures, agreed upon with the City, to analyze and assess the accuracy of reported of permits issued and collection of fees, and all false alarm fees collected at the anniversary date of contract, in accordance with the Statement on Standards for Attestation Engagements, as well as any other standards that may apply.

The independent CPA shall furnish, within ninety (90) calendar days of the end of the contract year, the written report on agreed-upon procedures to the City. The independent CPA must state in his report an opinion whether the permit fees collected, and all other fees collected on behalf of the City as defined in the contract and the amounts paid to the City during the preceding year of the agreement are accurately stated.

In the event the report shows that there has been a deficiency in the permit fees collected and all other fees collected reported to the City or the payments due to City, then such deficiency shall become immediately due and payable with interest at the maximum legal rate under applicable law from the date when said payments should have been made. In the event the report shows an overpayment to the City, selected Respondent shall be entitled to a credit against future payments to City.

4. The City reserves the right to audit all records related to the City's contract.

### **E. Revenue**

1. Selected Respondent shall utilize and manage a point-of-sale system, account for all transactions, and document all revenue on a scheduled basis. Selected Respondent must maintain all records related to fees collected transactions during the contract period to include two (2) years of historical data.
2. Minimum Annual Payment Guarantee – Selected Respondent shall guarantee a minimum annual payment to the City or a set percentage of monthly fees collected, whichever is greater.
3. Payments shall be made to the City in accordance with the following requirements:

- a. On the first day of each month during the contract term, pay to City a monthly payment equal to 1/12 of the proposed Minimum Annual Guarantee for the applicable contract year.
- b. On the twentieth (20<sup>th</sup>) day of each month during the contract term, beginning with the second month, pay to City an amount equal to the difference between the Percent Payment on Fees Collected (based on a percentage rate to be proposed by the Respondent) for the preceding month and 1/12<sup>th</sup> of the Minimum Annual Guarantee, if the proposed Percent Payment on Total Fees Collected is higher than 1/12<sup>th</sup> of the Minimum Annual Guarantee. Fees Collected shall include:
  1. All revenues accruing to the selected Respondent, whether by cash, check or credit card or in-kind, as a direct result of selected Respondent's operations related to any item or service affiliated with the contract
  2. Lost revenue resulting from errors or omissions on the part of the selected Respondent.
  3. Total fees collected shall NOT be offset for returned items or credits.
4. For months in which the percent payment on total fees collected is less than 1/12<sup>th</sup> the minimum annual guarantee, there will be no offsetting against prior months' percent payment on total fees collected.
5. Maintain a separate bank account (at a bank selected by the City of San Antonio) for all revenue and expenses related to the performance of the scope of services; there shall be no commingling with funds from any other activity of the selected Respondent.

## **005 - ADDITIONAL REQUIREMENTS**

### **INTELLECTUAL PROPERTY**

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

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

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

1. Either:
  - a. obtain, at Respondent 's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,
  - b. alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and
  - c. reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.
2. Respondent further agrees to:
  - a. assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement,

- b. assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and
- c. indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

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

## **OWNERSHIP AND LICENSES**

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

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

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

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

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.

#### Proposal Bond.

Respondent must submit a Proposal Bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept. Circular 570) in the amount of **\$250,000**. The Proposal Bond shall be valid 180 days following the deadline for submission of proposals. The Proposal Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Respondent is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any proposals received without a Proposal Bond will be disqualified.

For electronic submissions, Respondent must provide the original Proposal Bond to the City of San Antonio Finance Department, Procurement Division, [**ALARM FEE COLLECTION AND PERMIT SERVICES, RFP 23-091**], P.O. Box 839966, San Antonio, Texas 78283-3966 or City of San Antonio Finance Department, Procurement Division, [**ALARM FEE COLLECTION AND PERMIT SERVICES, RFP 23-091**], 100 West Houston St., Print & Mail Center, San Antonio, Texas 78205 prior to the proposal due date in accordance with the instructions.

#### Performance Bond.

If selected, Respondent shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570) in the full amount of the contract price or **\$ 5,000,000**. Said bond must be in a form acceptable to City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. The performance bond must clearly and prominently display on the bond or on an attachment to the bond: (1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or (2) the toll-free telephone number maintained by the Texas Department of Insurance pursuant to §521.051, Texas Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number. This bond must be executed and delivered to City prior to commencement of work under this contract.

### **006 - TERM OF CONTRACT**

This contract shall begin upon the effective date of the ordinance awarding the contract and will be for a three (3) year period.

#### Renewals:

At City's option, this contract may be renewed under the same terms and conditions for one (1) additional three (3) year period upon Director approval.

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

A Pre-Submittal Conference will be held at by **WebEx at 10:00 a.m. Central Time, on Tuesday, July 11, 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.

Respondents may call the toll-free number listed below and enter access code or access from below to participate the day of the conference.

Toll Free Number: **1-415-655-0001**

Meeting number (access code): **2633 003 5665**

Meeting Link: <https://sanantonio.webex.com/sanantonio/j.php?MTID=m7e1406738900aa4e7bab3cf162ad2716>

Meeting password: **wX4mKGdrx74**

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.

## **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 must comply with the Restrictions on Communication section of this RFP and **shall not provide full or partial copies of its proposal submission to City officials or City employees**, as defined by that section. Failure to submit a proposal in accordance with the prescribed process will result in Respondent's proposal being disqualified from consideration.

**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 these 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.

**COMPENSATION SCHEDULE.** Use the Compensation Schedule that is found in this RFP as Attachment B.

**\*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.

- 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 in Section 011 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.

**REQUIREMENTS TRACEABILITY MATRIX.** Use the Excel Form found in this RFP as Attachment F.

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

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

**PROPOSAL BOND.** Submit proposal bond in the amount of \$250,000. For electronic submissions, Respondent must provide the original proposal bond to the **City of San Antonio Finance Department, Procurement Division, [ALARM FEE COLLECTION AND PERMIT SERVICES, RFP 23-091], P.O. Box 839966, San Antonio, Texas 78283-3966 or City of San Antonio Finance Department, Procurement Division, [ALARM FEE COLLECTION AND PERMIT SERVICES, RFP 23-091], 100 West Houston St., Print and Mail Center, San Antonio, Texas 78205** prior to proposal due date in accordance with the instructions for submission of proposals.

**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 as RFP Attachment I. You may download a copy of the form at:

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

**\*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.

\*Items with an asterisk require a signature.

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. Respondent must comply with the Restrictions on Communication section of this RFP and **shall not provide full or partial copies of its proposal submission to City officials or City employees**, as defined by that section. Failure to submit a proposal in accordance with the prescribed process will result in Respondent's proposal being disqualified from consideration.

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 Thursday, August 17, 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 July 19, 2023.** Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

**Debra Light, Procurement Specialist III  
City of San Antonio, Finance Department – Purchasing Division  
Debra.light@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.

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](mailto: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](mailto: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. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council.

### Evaluation Criteria:

#### **A. Experience, Background, Qualifications (30 points)**

#### **B. Proposed Plan (25 points)**

#### **C. Compensation (20 points)**

#### **D. Small Business Economic Development Advocacy Program (SBEDA) (10 points):**

##### **SBE Prime Contract Program – 5 points**

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 points**

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.

**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://www.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:

<b>RFP Release Date:</b>	July 3, 2023
<b>Pre-Submittal Conference:</b>	July 11, 2023 @ 10:00 a.m., Central Time
<b>Final Questions Accepted:</b>	July 19, 2023 @ 4:00 p.m., Central Time
<b>Proposal Due:</b>	August 17, 2023 @ 11:00 a.m., Central Time

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**015 - RFP EXHIBITS**

**RFP EXHIBIT 1**

**SBEDA Ordinance Compliance Provisions**

Posted as a separate document.

**RFP EXHIBIT 2**

**INSURANCE REQUIREMENTS**

No later than 30 days before the scheduled event, CONTRACTOR must provide a completed Certificate(s) of Insurance to CITY's San Antonio Police 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 San Antonio Police 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:

<b>INSURANCE TYPE</b>	<b>LIMITS</b>
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability *e. Independent Contractors	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 must be on a per project aggregate.
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.
5. Professional Liability	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.
*6. Cyber Liability	\$1,000,000 per claim \$1,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
*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:

San Antonio Public Safety Head Quarters  
315 S. Santa Rosa Avenue, Suite 2000  
Attention: Contracts, Floor 5  
San Antonio, Texas 78207

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 3

### INDEMNIFICATION REQUIREMENTS

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

#### INDEMNIFICATION

**RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this 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 4**

**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 5**

**VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE**

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

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

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

## RFP EXHIBIT 6

### 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 7

### 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 8

### 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 9**

**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.

**RFP EXHIBIT 10**

**COSA LANGUAGE FOR ACCESSIBILITY**

Posted as a separate document.

**RFP EXHIBIT 11**

**COSA INFORMATION TECHNOLOGY STANDARDS VERSION 2023**

Posted as a separate document.

**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: \_\_\_\_\_

Unique Entity ID (generated by SAM.gov): \_\_\_\_\_

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

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.

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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.

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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.

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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.

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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.

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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.

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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.

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

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## 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.

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFP to include the following:
  - a. Identify number of year(s) Respondent has provided fee collection services.
  - b. List and describe relevant contracts of similar size and scope performed over the past five (5) years as well as the type of fee collection services provided.
  - c. Include name of client, contact person, phone number and email address. The contact person named should be familiar with the day-to-day management of the contract.
2. Describe Respondent's specific experience with public entities clients, especially large municipalities, particularly with fee collection. If Respondent has provided fee collection services for the City in the past, identify the name of the department and type of services for which Respondent provided. Also include a contact person, phone number and email address that is familiar with the day-to-day management of the contract.
3. List other resources, including total number of employees, number and location of offices, number, and types of equipment available to support this contract, if awarded.
4. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past.
5. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the City's contract and relevant experience on contracts or accounts of similar size and scope. Include in your response, the total number of licensed auctioneers currently on staff.
6. State the primary work assignment and the percentage of time key personnel will devote to the City's contract, if awarded.

## RFP ATTACHMENT A, PART THREE

### PROPOSED PLAN

Prepare and submit the following items:

1. **Operating Plan** - Provide detailed plan of how Respondent proposes to conduct operations related to the Collection of Alarm Fees. Include the following in your response:
  - a. Collection of new alarm, renewal alarm, and false alarm fees.
  - b. Collection of past due renewal alarm, and false alarm fees.
  - c. Reporting of collection of new alarm, renewal alarm, and false alarm fees to the City.
  - d. Reconciliation process used to compute all revenue generated from the collection of new alarm, renewal alarm, and false alarm fees.
  
1. **Staffing Plan** – Describe, in detail, how the Respondent will conduct operations. Also include the following:
  - a. Provide an organizational chart of all personnel that will be involved in the management of the fee collection process.
  - b. State the primary work assignment and the percentage of time key personnel will devote to the contract if awarded the contract.
  - c. Provide and describe an employee training plan to ensure compliance with all local, local, state, and federal laws and regulations pertaining to the collection of alarm fees.
  
2. **Quality Assurance/Quality Control Plan** – Describe, in detail, Respondent’s QA/QC plan to include:
  - a. Procedures and personnel utilized for quality control,
  - b. Problem resolution,
  - c. Self-assessment, interaction with city, and
  - d. Control of subcontractor(s), if any, performance.
  - e. Also describe how Respondent will review and resolve customer issues or disputes. Include a copy of Bidder’s Standard Operating Procedures (SOP).
  
3. **Transition Plan** – Describe, in detail, transition plan, to include transfer of record, and timeline from a municipality managed operation to one managed by the bidder as well as training and instruction programs that Respondent provides for its employees.
  
4. The City has implemented Ready to Work which is an education and job placement program. Respondents can learn more about this initiative at Ready to Work ([sanantonio.gov](http://sanantonio.gov)) whose goal is to connect residents to career opportunities. Describe how Respondent can leverage this initiative in their training and hiring practices.

**RFP ATTACHMENT B**

**COMPENSATION SCHEDULE**

**MINIMUM ANNUAL GUARANTEE, CITY COST AT \$0**

The Proposed Plan compensation price provided shall include all costs associated with the performance of the services specified, including materials, supervision, labor, transportation, delivery, and all-inclusive related costs per specifications listed herein. Compensation Schedules not completed as requested may deem a proposal as non – responsive and therefore disqualified from consideration.

All Respondents must provide the proposed Minimum Annual Guarantee and Percentage of Collected Alarm Fees.

**Note: The awarded respondent shall pay the City the proposed Minimum Annual Guarantee or the proposed Percentage of Collected Alarm Fees whichever is greater.**

**A. Minimum Annual Guarantee (MAG)** - Provide the proposed Minimum Annual Guarantee fees to be paid to the City for each year of the contract

<b>Proposed Minimum Annual Guarantee to be Paid to City</b>	\$ _____
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**B. Percentage of Collected Alarm Fees** - Provide the proposed percentage of Collected Alarm Fees to be paid to the City.

<b>Proposed Percent of Collected Alarm Fees to be Paid to City</b>	_____ %
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## RFP ATTACHMENT C

### 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.
  - 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 in Section 011 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**

**SBEDA FORM(S)**

Posted as a separate document.

**RFP ATTACHMENT F**

**REQUIREMENTS TRACEABILITY MATRIX**

Posted as a separate document.

**RFP ATTACHMENT G**

**LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM**

Posted as a separate document.

**RFP ATTACHMENT H**

**VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM IDENTIFICATION FORM**

Posted as a separate document.

**RFP ATTACHMENT I**

**THIRD PARTY VENDOR IT SECURITY QUESTIONNAIRE**

Posted as a separate document.

## RFP ATTACHMENT J

### **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 K**

**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 2 & 3.

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

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

Respondent agrees to fully and truthfully submit the Respondent 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.

**Acknowledgment of Prohibition regarding Campaign and Officeholder Contributions**

I acknowledge that the contract to be awarded pursuant to this RFP has been designated a “high-profile” contract. I have read and understand the provisions regarding high profile contracts that appear on the cover page of this RFP.

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 L**

**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	
Compensation 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	
Requirements Traceability Matrix RFP Attachment F	
+Local Preference Program Identification Form RFP Attachment G	
+Veteran-Owned Small Business Preference Program Identification Form RFP Attachment H	
Proof of Insurability (See RFP Exhibit 2) Insurance Provider's Letter and a Copy of Current Certificate of Insurance	
Financial Information	
+Proposal Bond	
Third Party Vendor IT Security Questionnaire RFP Attachment I	
+Certificate of Interested Parties (Form 1295) RFP Attachment J	
+Signature Page RFP Attachment K	
Proposal Checklist RFP Attachment L	
+Signed Addenda, if applicable.	
One <b>COMPLETE</b> (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.**