

CITY OF SAN ANTONIO  
SAN ANTONIO POLICE DEPARTMENT



**REQUEST FOR PROPOSALS  
("RFP")**

for

**COMMUNITY CRIME PREVENTION**

**(RFP 24-157; RFx 6100018398)**

**Release Date: October 7, 2024**

**Proposals Due: November 20, 2024; 11:00 AM Central Time**

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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 City of San Antonio (City) proposes to distribute \$250,000 of asset forfeiture funds to support Community Crime Prevention Programs within the City. The City seeks proposals from eligible community crime prevention agencies to reduce and prevent crime in the City. The funds dispersed to these agencies are allocated by the San Antonio City Council and administered by the San Antonio Police Department (SAPD). Any disbursements to entities under this program will be made monthly, upon receipt of documentation of allowable expenditures for the previous month.

The Community Crime Prevention Program will enable community partners to work in alignment with SAPD and other City services to support evidence-based violence reduction programming and wraparound services in the areas of domestic violence, anti-drug/group violence prevention and neighborhood security.

The Community Crime Prevention Program seeks community partners which clearly demonstrate an immediate ability to address crime prevention and support programs. Crime Prevention is defined as, “strategies and measures that seek to reduce the risk of crimes occurring, and their potentially harmful effects on the citizens of San Antonio, their neighborhoods, and society, including fear of crime, by reducing risk factors or increasing protective factors.”

## 004 - SCOPE OF SERVICE

The San Antonio Police Department proposes to provide resources to support the following:

1. Anti-drug/group violence prevention and intervention programs
  - a. These programs should be geared towards addressing high-risk elementary, middle and high school students in a collaborative approach considering whether systemic racism plays a role in creating racial disparities experienced by high-risk students.
  - b. Programs shall demonstrate a track record of success, and should be collaborative and involve partnerships with educators, parents, sworn law enforcement officers, community-based organizations and local businesses.
  - c. All projects and activities created should use evidence-based approaches to improve public safety while reducing crime outside of the traditional law enforcement context.
  - d. The projects will also apply principles of community policing and procedural justice. All project solutions should use a culturally responsive model that is community-driven and centers on the needs of the supported communities.
  - e. Programming designed for crime prevention purposes should use a culturally responsive approach that considers the needs of Black/African American and Latinx youth.
2. Specialized programs or purchase of goods
  - a. These programs should focus on neighborhood mobilization through:
    - i. Discrete activities,
    - ii. Active violence disruption
    - iii. Community canvassing to target, engage and involve hard-to-reach populations connected to gun-violence and related activities, as well as Neighborhood Watch programs.
  - b. All projects and activities will center around community safety and well-being, utilizing an equity informed framework.
3. Outreach activities and other engagement strategies

- a. Activities and strategies should identify individual needs and improve access to community organizations delivering services or goods to victims of domestic violence, to include children.
- b. The outreach services may include an active, formal mentorship program with regular meetings.

4. Culturally responsive resources

- a. Resources should provide support through community-driven and evidence-based models.
- b. Additionally, all activities and projects should prioritize investing in community safety approaches beyond policing.

5. Training

- a. Training opportunities with police will provide community members with the chance to build their capacity to understand multiculturalism.

6. Community transformation

- a. Assistance with the transformation of community through the elimination of recidivism.

The Community Crime Prevention Program will not fund the following:

- a. Awards to individuals;
- b. Organizations or projects which discriminate based upon race, ethnicity, age, gender, or sexual orientation;
- c. Political campaigns or direct lobby efforts;
- d. Post-events or after-the-fact situations;
- e. Fundraising events such as golf tournaments, walk-a-thons, and fashion shows; and,
- f. Salaries, benefits, overtime, or any compensation for existing employees.

The Community Crime Prevention Program funding will include the following, upon receipt of documentation of allowable expenditures for the previous month:

- a. Payment to hourly temporary workers fulfilling a documented, specific programmatic mission; and,
- b. A reasonable indirect cost rate, if applicable and documented as part of the organization's functional operational model.

**005 - ADDITIONAL REQUIREMENTS**

Intellectual Property.

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

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the performance of services. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the

design, service, process, or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City. Upon receipt of notification that a third-party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, Respondent will immediately:

Either:

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

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

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

Respondent further agrees to:

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

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

Provided that:

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

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

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

#### Ownership and Licenses.

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

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

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

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

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

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

#### City Data.

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

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

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

This contract shall begin upon the effective date of the ordinance awarding the contract or January 1, 2025, whichever is later. This contract shall begin upon the date specified in the award letter, if it does not exceed \$50,000. The contract shall terminate on December 31, 2025.

## Renewals:

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

## 007 - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at **10:00 a.m. Central Time, on Monday, October 14, 2024, via WebEx**. 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): 2630 924 2289

Meeting Link:

<https://sanantonio.webex.com/sanantonio/j.php?MTID=meb9d7230a701071da765ca093ace222b>

Meeting password: SAPDCCP2024

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 AND 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.

**\*FUNDING AND BUDGET NARRATIVE.** Use the Funding and Budget Narrative that is found in this RFP as Attachment B.

**CONTRACTS DISCLOSURE FORM.** Complete and submit a Contracts Disclosure Form, Attachment C, with the proposal. The Contracts Disclosure Form may be downloaded and completed electronically at: <https://webapp1.sanantonio.gov/ContractsDisclosure/>

Click on the "Print" button at the bottom of the page and place a copy in proposal response as indicated in the Proposal Checklist.

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

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

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

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

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

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

**CERTIFICATE OF INTERESTED PARTIES HB Form 1295.** Respondent must complete, sign, and submit HB Form 1295 as RFP Attachment H. 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 I. 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 J. 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 Wednesday, November 20, 2024**, 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, Procurement 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. 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: <https://www.sa.gov/Directory/Departments/Finance/About/Divisions/Procurement>. 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 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 Thursday, October 17, 2024.** Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

**Steve Garcia, Procurement Specialist III  
City of San Antonio, Finance Department – Procurement Division  
Steven.Garcia6@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. 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. If Respondent is invited for an interview and/or demonstration, the City requests Respondents limit the size of their team to no more than five (5) people of Respondent's choosing and subject to City's approval. Attorneys and/or lobbyists are strictly prohibited from attendance. If you are utilizing a subcontractor, a subcontractor representative should be included. The City reserves the right to exclude any persons from interviews as it deems in its best interest.

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 and anticipated City Council agenda date.

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 by adoption of an Ordinance.

### **Evaluation Criteria:**

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

**B. Proposed Plan (35 points):**

**C. Funding and Budget Narrative (15 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.**

**E. Local Preference (LPP) Ordinance (up to 10 points):**

Ten (10) evaluation points for local businesses headquartered for one (1) year or more within the incorporated San Antonio City limits, **OR**;

Five (5) evaluation points for a business with an office within the incorporated limits of the City, which has been established for one (1) 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):**

Five (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 (1), more than one (1) 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.

#### Prohibited Financial Interest.

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in §§ 2-42 and 2-52 of the Code of Ethics, from having a direct or indirect 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:

- A 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 the officer or employee, or their parent, child or spouse directly or indirectly owns 10% or more of the voting stock or shares of the entity, or 10% or more of the fair market value of the entity; or
- An entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

By submitting a response, Bidder warrants and certifies, and a contract awarded pursuant to this RFP is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City.

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

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

State of Texas Conflict of Interest Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under §176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See §176.006(a-1), Texas Local Government Code. Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

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

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

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

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

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

If delivering by hand, deliver to Office of the City Clerk, c/o Municipal Records Facility, 100 W. Houston, Concourse Level, San Antonio, TX, 78205.

Do not include these forms with your proposal. The Procurement 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>	October 7, 2024
<b>Pre-Submittal Conference:</b>	October 14, 2024 @ 10:00 a.m., Central Time
<b>Final Questions Accepted:</b>	October 17, 2024 @ 4:00 p.m., Central Time
<b>Proposal Due:</b>	November 20, 2024 @ 11:00 a.m., Central Time

**015 - RFP EXHIBITS**

**RFP EXHIBIT 1**

**SBEDA ORDINANCE COMPLIANCE PROVISIONS**

Posted as a separate document.

## RFP EXHIBIT 2

### INSURANCE REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the insurance requirements set forth below and which shall be made a part of the resulting contract:

No later than 30 days before the scheduled service under this contract, Respondent must provide a completed Certificate(s) of Insurance to CITY's Police Department. The certificate must be:

- clearly labeled with the legal name of the contract 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); and
- 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 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, Respondent certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the contract.

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.

Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, at Respondent'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 Respondent 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	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella Liability Coverage.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.

5. Professional Liability (Claims-made basis)	\$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.
*If Applicable	

Respondent must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of Respondent and provide a certificate of insurance and endorsement that names Respondent and CITY as additional insureds. Respondent shall provide CITY with subcontractor certificates and endorsements before 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. Respondent must comply with such requests within ten (10) days by submitting the requested insurance documents to the CITY at the following address:

City of San Antonio  
 Attn: San Antonio Police Department  
 P.O. Box 839966  
 San Antonio, TX 78283-3966

Respondent'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, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend Respondent'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 Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order Respondent to stop work and/or withhold any payment(s) which become due to Respondent under this Agreement until Respondent demonstrates compliance with requirements.

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

Respondent'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.

Respondent 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 ten (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 ten (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 ten (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

### **HEAT ILLNESS PREVENTION ORDINANCE 2023-08-31-0585**

#### **Effective August 31, 2023, the Heat Illness Prevention Ordinance implemented requirements to certain City-funded contracts involving activities in outdoor and unconditioned spaces.**

Respondent, as an employer, is currently responsible under the General Duty Clause, Section 5(a)(1) of the Occupational Safety and Health Act of 1970 (the "Act") to provide their employees with a place of employment that "is free from recognized hazards that are causing or likely to cause death or serious harm to employees", including heat-related hazards that are likely to cause death or serious bodily harm.

The San Antonio City Council approved an ordinance on August 31, 2023, to provide criteria to further guide contractors in San Antonio heat conditions to better protect its residents and contractor employees working in San Antonio (the "Heat Illness Prevention Ordinance"), which provides:

When the heat index for San Antonio, Texas equals or exceeds 95 degrees Fahrenheit, Contractor is required to take all of the following actions for all onsite workers working outdoors or unconditioned spaces (without air conditioning):

- a) Mandate at least a 15-minute rest break for every four (4) hours worked. No employee may be required to work more than 3.75 continuous hours without a rest break. These rest breaks are in addition to and shall not take the place of other required or otherwise provided rest breaks.
- b) Provide a heat relief station at the Site with a shaded area and water.
- c) Train supervisors and workers to recognize heat hazards and take appropriate actions.
- d) Post signage with City requirements in both English and Spanish within the Site where notices to employees are customarily posted. City will prescribe the size, content, and location of signs within applicable design guidance manuals.
- e) Contractor shall submit a "heat safety plan" as part of Contractor's proposal.

By submitting a proposal to or executing contract documents with the City of San Antonio, Respondent hereby verifies that it agrees to adhere to the City's Heat Illness Prevention Ordinance 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 11**

**SAMPLE CONTRACT**

**PROFESSIONAL SERVICES CONTRACT**

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. If you are conducting business in Texas, it is likely you will have to register your business with the State Comptroller. Depending on the type of business you conduct, you may also be required to obtain a permit, collect and or pay tax, and file tax returns)

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:

\_\_\_\_\_

Provide any other names under which Respondent has operated within the last ten (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 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. (If "No", please note the City of San Antonio requires Respondents selected for award of a contract register with the Texas

Secretary of State. Changes to the registered agent or registered office information must always be filed with the Texas Secretary of State and comply with applicable statutory requirements. A sole proprietor, conducting business under an assumed name (a name other than the surname of the individual), shall file an assumed name certificate with the Office of the Bexar County Clerk. Any associated costs, fees or expenses should be considered in Respondent's price proposal.)

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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) references below and 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. References MUST be from outside of the City of San Antonio, City of San Antonio references will not be accepted.

**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 AND 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. **Respondent shall limit information regarding Small Business Economic Development Advocacy Program (and associated certifications for any joint venturers or sub-contractors), the Local Preference Program and the Veteran-Owned Small Business Preference Program participation.**

1. Describe your agency's history, to include mission, vision and intended program outcomes or results and how they aligned with this RFP Scope of Service.
2. Provide a table of the Board of Director's composition, including name, profession, length of term, race/ethnicity, identify officers, and current or former program participants.
  - a. Indicate if the agency has an ethics policy for board and staff members.
3. If your agency has received funding from the City of San Antonio (COSA) in previous years, please indicate the year(s) and amount of funding allocated for each year. Provide a short paragraph with qualitative and quantitative data that illustrates your overall impact and effectiveness of your organization over the duration of funding received from the COSA.
4. If not previously funded, please provide an example of a successful program your agency has operated within the last five (5) years. Please include qualitative and quantitative data that can substantiate the impact of the program.
5. Describe how your agency works with partners to have a larger impact on the client population you serve and the larger community.
6. COSA supports collaboration to build capacity among participating non-profit agencies. If your agency is applying as a team, joint-venture, or intends to sub-contract, please provide the support and rationale for this decision and any related experience of successful collaboration with the intended partner. Describe the rationale for selecting the team and the extent to which each entity has worked together in the past.
7. Describe ways that your agency has incorporated creative/innovative thinking in project design or agency operations to improve cost and/or service delivery.
8. Describe how your agency meets the requirements established by the Americans with Disabilities Act (ADA). (More information about ADA requirements can be found here: <https://www.ada.gov/cguide.htm>)
9. Describe your agency's financial statement assurance, financial procedures including board oversight, timely and accurate financial reporting of revenues and expenditures, fund raising activities and program income, and financial accountability.

**PERFORMANCE MEASURE SCORECARD**

**Agency Name:**

**Program Name:**

**Amount Requested:**

**Contract Term: Upon Council Approval through December 31, 2025**

**Performance Measures (refer to RFP Attachment A, Part Two, Proposed Program Plan, Question 9)**

1. Number of Unduplicated Participants Proposed to be Served (if applicable)
2. Performance measure that answers the question “How much did we do?”
3. Performance measure that answers the question “How well did we do it?”
4. Performance measure that answers the question “Is anyone better off?”
  - o To determine if participants are better off, programs will need to measure changes in one of the four categories: Skills/Knowledge, Attitude/Opinion, Behavior and Circumstance.

**Estimated Council District/School District/Zip Code Breakdown**

<b>Program Participants by Funding Source (if applicable)</b>			
<b># Unduplicated Participants</b>	<b>City of San Antonio Funded</b>	<b>Other Funding Sources</b>	<b>Total</b>
Council District #1	0		
Council District #2	0		
Council District #3	0		
Council District #4	0		
Council District #5	0		
Council District #6	0		
Council District #7	0		
Council District #8	0		
Council District #9	0		
Council District #10	0		
Unknown District or Other	0		
<b>Total Number of Unduplicated Participants</b>	<b>0</b>		

**Data and Reporting Sources**

- 1.
- 2.

**Explanatory Notes**

## RFP ATTACHMENT A, PART THREE

### PROPOSED PLAN

Prepare and submit the following items:

1. 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) whose goal is to connect residents to career opportunities. Describe how Respondent can leverage this initiative in their training and hiring practices.
2. Describe the need for proposed services. Using reliable data, describe the population identified in need of services; their demographics; and the geographic area. Provide detailed information about the trends and issues affecting the identified population.
3. Describe the primary strategies that will be used to achieve program performance to include best practices and/or evidence-based strategies that would be implemented.
4. The plan should include a description of the program and identify the target population, including identification of the age group and number to be served, and where services are offered to include specific City Council Districts, Zip Codes and/or School Districts and operating location(s), days/hours for proposed program. The plan should also describe how:
  - a. program activities will link to the specific long-term outcome and goal selected from the RFP.
  - b. program strategies are evidence based and will demonstrate success.
  - c. program will demonstrate high impact for the population served.
5. If the same program services are provided by other community organizations or agencies, explain how the proposed program is not duplicative.
6. Describes how agency achieves financial and social returns on investment through implementation of the program.
  - a. Social Return on Investment – Can include long-term economic, social, and community changes that are achieved as a direct result of program implementation (for example: deferred costs absent intervention; improved family financial security; increased community engagement; etc.).
  - b. Financial Return on Investment – Should demonstrate the amount of return relative to funding requested and/or overall cost of the program.
7. Describe both formal and informal collaborations and partnerships that will support program operations and service delivery.
  - a. Formal Collaboration – Two or more agencies submit one application for services, with one agency identified as the primary fiscal agent.
  - b. Informal collaboration – Partnerships with other agencies, policy and planning organizations and other community organizations.
8. Describe the approach that will be used to recruit and identify program participants, enroll and assess participant achievements and satisfaction.
9. Identify the number of staff to be assigned to the program and provide an organizational chart for the program.

- a. Include the staff professional qualifications such as license, certifications and affiliations with professional organizations.
  - b. Provide an organizational chart that includes all personnel to be assigned to this program to include job/task descriptions.
  - c. Indicate whether pre-employment background checks are conducted on all staff and volunteers.
10. Provide descriptions of three performance measures that will be tracked to demonstrate impact of your program to include measures of quantity and quality. This description should include:
- a. Performance measure that answers the question “How much did we do?”
  - b. Performance measure that answers the question “How well did we do it?”
  - c. Performance measure that answers the question “Is anyone better off?”
  - d. To determine if participants are better off, programs will need to measure changes in one of four categories: Skills/Knowledge, Attitude/Opinion, Behavior and Circumstance.
11. Describe the program’s process of self-assessment and continuous improvement.

**Additional Information**

- Provide any organizational strategic plans, program methodology and theory of change (TOC), or logic models that support the program plan.
- Describe if the program will charge participants for any type of service or generate any type of program income that will be used in the program.

**RFP ATTACHMENT B**

**FUNDING AND BUDGET NARRATIVE**

Respondent's proposal must be based on the proposed contract term, including renewal periods, stated in this RFP. Proposing a different term of the contract, or renewal terms may lead to disqualification of Respondent's proposal from consideration. As such, Respondent must provide pricing in the manner set forth in the Funding and Budget Narrative. Failure to do so may lead to disqualification of Respondent's proposal from consideration. Please insert the description of the line items below clearly and the total costs for each item.

Below proposed pricing should reflect services performed within the scope of services of this RFP. For each individual line item, please provide a description of the services being provided and the total annual cost of those services. Respondents may add additional line items to capture their full scope of service for this proposal.

LINE ITEM	TOTAL ANNUAL COST
	\$ _____
	\$ _____
	\$ _____
<b>TOTAL COST FOR ALL SERVICES AND WORK PERFORMED UNDER THE SCOPE OF SERVICES IDENTIFIED WITHIN THIS RFP.</b>	\$ _____

## RFP ATTACHMENT C

### **CONTRACTS DISCLOSURE FORM**

Complete and submit a Contracts Disclosure Form with the proposal. The Contracts Disclosure Form may be downloaded and completed electronically at:  
<https://webapp1.sanantonio.gov/ContractsDisclosure/>

Click on the "Print" button at the bottom of the page and place a copy in your proposal response as indicated in the Proposal Checklist.

For more information on Ethics Code and Disclosures, please visit:  
<https://www.sa.gov/Directory/Departments/OCC/Ethics>.

For more information on updates to the Ethics Code and Municipal Campaign Finance Code, approved by City Council on May 2, 2024 and were effective on October 1, 2024, please visit:  
<https://www.sa.gov/Directory/Departments/OCC/Ethics/Revisions>. Resources are available to include a Vendor Frequently Asked Questions (FAQs) with key changes and compliance requirements for vendors working with the City, including non-profit organizations.

**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**

**LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM**

Posted as a separate document.

**RFP ATTACHMENT G**

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

Posted as a separate document.

## RFP ATTACHMENT H

### **CERTIFICATE OF INTERESTED PARTIES (Form 1295)**

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

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

**Print and sign your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert “City of San Antonio”. Where requested to provide the contract number, provide the RFP number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234, or RFCSP 6100001234).**

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

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

“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds ten (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 ten (10) members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

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

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

(1) receives compensation from the business entity for the person’s participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

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

**RFP ATTACHMENT I**

**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: <https://www.sa.gov/Directory/Departments/Finance/About/Divisions/Procurement>.

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 in the form shown in the RFP, as attached and set out in RFP Exhibit 11, 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.

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 J

### 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	
Funding and Budget Narrative RFP Attachment B	
+Contracts Disclosure Form RFP Attachment C	
Litigation Disclosure Form RFP Attachment D	
+SBEDA Form RFP Attachment E; and Associated Certificates, if applicable	
+Local Preference Program Identification Form RFP Attachment F	
+Veteran-Owned Small Business Preference Program Identification Form RFP Attachment G	
Proof of Insurability (See RFP Exhibit 2) Insurance Provider's Letter and Copy of Current Certificate of Insurance	
Financial Information	
+Certificate of Interested Parties (Form 1295) RFP Attachment H	
+Signature Page RFP Attachment I	
Proposal Checklist RFP Attachment J	
+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 signed prior to submittal of the proposal.**