CITY OF SAN ANTONIO

FINANCE

REQUEST FOR PROPOSALS
("RFP")

for

Downtown Accessibility and Mobility Study

(RFP 26-079; RFx 6100019667)

Release Date: April 15, 2026
Proposals Due: May 15, 2026; 11:00 AM Central Time

This solicitation has been identified as High-Profile.

PROHIBITED CAMPAIGN CONTRIBUTIONS

Prohibition against 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 30th 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, executive committee member, and general board member of an entity seeking a high-profile contract;
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;
6. Any first-degree member of the household of any person listed in (1), (2), (3) or (5) of this subsection; and
7. Any corporate political action committee (PAC) established or formed by the entity seeking a high-profile contract.

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 April 30, 2026.
The first day contributions may be made is the 31st day after the contract is approved at a City Council "A" Session.

RESTRICTIONS ON COMMUNICATION

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 at a City Council "A" session or until the contract award is posted as an agenda item at a City Manager Contract Approval Review meeting; and 2) City employees from the time the RFP has been released until the contract is approved at a City Council "A" session or by City Manager, 7 calendar days after agenda posted date.

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

Please refer to the Restrictions on Communication section of this solicitation for more information.

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003 – BACKGROUND

The City of San Antonio (City) is located in South Central Texas, approximately 80 miles south of the state capital of Austin and serves as the county seat for Bexar County. San Antonians enjoy, a convenient and efficient airport, an excellent highway system, and superb recreation choices, including championship golf courses, 86 miles of linear greenway trails, theme parks, historical attractions, museums, professional sporting attractions, and a lively performing arts environment. Geographically, the City covers more than 525 square miles. The City is the second most populated city in the State of Texas with over 1.5 million citizens and is additionally ranked as the seventh most populated city in the country. Since 2020, the City's metropolitan area grew 6.4% and is projected to grow by an additional 1.0 million people from 2020 through the year 2040.

The City is home to several top tourist destinations such as the Riverwalk, the Alamo, the Historic Market Square, and numerous parks and theaters. San Antonio is also home to the five-time NBA Champion San Antonio Spurs and the double-A affiliated baseball team San Antonio Missions. Downtown hosts several events such as Fiesta, Concerts at the Alamodome, and Conventions occurring at the Henry B. Gonzalez Convention Center. These attractions and events significantly increase the number of visitors Downtown and provide near occupancy limits for the twelve parking facilities and on-street parking.

The City of San Antonio is advancing a transformative Sports & Entertainment District in Hemisfair that will significantly increase activity, visitation, and economic impact in Downtown. This growth—driven by major destinations such as a new Spurs arena, expanded convention facilities, and mixed-use development—will intensify demand not only for parking, but for overall access to Downtown. Additional, information regarding the San Antonio Sports and Entertainment District can be located at the following: San Antonio Sports & Entertainment District - City of San Antonio.

To support this evolution, the City seeks a comprehensive evaluation of how people access, navigate, and experience Downtown San Antonio—particularly during high-demand events and peak periods.

Rather than focusing solely on whether additional structured parking is needed, this study will evaluate parking as one component of a broader, integrated **downtown mobility system**. This system includes multimodal access (driving, transit, rideshare, micromobility, and walking), user decision-making, real-time information, curbside operations, and enabling technologies.

The study will:

- Assess how existing parking supply functions within the larger mobility ecosystem
- Evaluate how users make travel and parking decisions before and during trips
- Identify friction points that create perceived or actual parking shortages
- Analyze how technology, pricing, and communication influence user behavior and overall mobility system performance, including metrics such as time-to-park, traffic circulation, parking utilization distribution, curb efficiency, mode choice, and user experience. Examine how curb management and access strategies impact congestion and parking demand

Critically, the analysis will move beyond a traditional supply-and-demand framework. Instead of asking only "how much parking is needed," the study will determine the **optimal combination of infrastructure, policy, technology, operations, and communication strategies** required to meet future demand efficiently and sustainably.

This includes evaluating:

- When and where structured parking may be appropriate
- How demand can be reduced or redistributed through multimodal options

- How real-time information and reservations systems can improve utilization
- How pricing and policy can shape behavior
- How coordinated messaging among Downtown parking operators can influence mode choice and trip planning

The outcome of this effort will be a set of integrated, data-driven recommendations that enable the City to:

- Maximize the performance of existing parking assets
- Improve user experience and reduce congestion
- Support economic activity and major events
- Align parking strategy and capacity with long-term mobility and development goals

This approach ensures that any consideration of new structured parking—such as a potential facility on Alamodome Lot A—is evaluated within the full context of system-wide mobility performance, rather than as a standalone solution.

004 - SCOPE OF SERVICE

Task 1 – Project Initiation, Alignment, and Mobility Framework Definition

The Consultant shall initiate the project by establishing a clear, shared understanding that this effort evaluates **downtown access and mobility performance**, not solely parking supply.

The Consultant shall:

A. Conduct a kickoff meeting with City staff and stakeholders to confirm:
   i. Study goals centered on **mobility system performance and user experience**
   ii. Study area, event conditions, and priority use cases (daily vs. event scenarios)

B. Review relevant materials, including:
   i. Comprehensive, downtown, and district plans
   ii. Transportation and transit plans
   iii. Prior parking and traffic studies
   iv. Relevant policies (zoning, curb regulations, pricing)

C. Develop a **Mobility Evaluation Framework**, including:
   i. Definitions of success (access, throughput, user experience—not just occupancy)
   ii. Key performance indicators (KPIs), such as:
      a. Time-to-park
      b. Mode share
      c. System utilization distribution
      d. User friction points

D. Identify risks, assumptions, and constraints

Deliverable:
Project Work Plan + Mobility Evaluation Framework

Task 2 – Existing Conditions: Mobility System & Parking Ecosystem Assessment

The Consultant shall evaluate existing conditions as an **integrated mobility system**, with parking as one component.

The analysis shall include:

A. Parking System Inventory & Performance

i. Inventory of:
    a. On-street parking
    b. Surface lots (public and private)
    c. Structured facilities (public and private)

ii. Documentation of:
    a. Supply, ownership, pricing, regulations

iii. Utilization analysis:
    a. Occupancy (typical and peak)
    b. Turnover and duration
    c. Identification of underutilized assets

iv. Evaluation of spatial and temporal imbalances (not just total supply)

B. Multimodal Access & Network Performance

i. Assessment of:
    a. Transit (including VIA Advanced Rapid Transit)
    b. Rideshare and drop-off activity
    c. Park-and-ride behavior
    d. Micromobility and pedestrian access

ii. Travel time, cost, and reliability comparisons across modes

iii. Event vs. non-event access patterns

C. Curbside & Access Conditions

i. Inventory of curb uses (loading, rideshare, bus, parking)

ii. Identification of congestion and conflict points

iii. Assessment of curb impact on perceived parking demand

Deliverable:
Existing Mobility & Parking Conditions Report

Task 3 – User Experience & Decision-Making Analysis (Trip Planning Layer)

The Consultant shall analyze **how users actually plan, experience and navigate Downtown access**, focusing on behavior rather than infrastructure alone.

The analysis shall include:

A. Mapping of the full user journey:
    i. Pre-trip planning → travel → arrival → parking/access → destination

B. Identification of friction points that influence decisions, including:
    i. Uncertainty of parking availability
    ii. Wayfinding challenges
    iii. Lack of real-time information

C. Evaluation of:
    i. Pre-trip planning tools
    ii. Signage and wayfinding systems
    iii. Real-time information availability and gaps

D. Assessment of how perception (not just reality) drives parking demand

Deliverable:
Downtown Mobility User Experience Assessment

Task 4 – Technology & Data Systems Integration Strategy

The Consultant shall evaluate how technology can enable a **seamless, integrated mobility experience**.

The analysis shall include:

- **A.** Existing and potential systems:
  - i. Parking Access and Revenue Control Systems (PARCS)
  - ii. Mobile apps and reservation platforms
  - iii. Real-time occupancy and guidance systems
  - iv. License Plate Recognition (LPR) enforcement
- **B.** Data architecture:
  - i. Integration via APIs
  - ii. Dashboarding and system visibility
- **C.** Capability assessment for:
  - i. Reservations
  - ii. Dynamic pricing
  - iii. Event-based demand management
- **D.** Identification of gaps and integration opportunities

Deliverable:
Mobility Technology & Data Integration Strategy

Task 5 – Curbside & Access Management Strategy
The Consultant shall develop a strategy to optimize curb usage as a **critical component of mobility system performance**.

The analysis shall include:

- **A.** Detailed curb inventory and classification
- **B.** Event-specific curb allocation strategies:
  - i. Rideshare zones
  - ii. Bus staging
  - iii. Delivery/loading zones
- **C.** Evaluation of:
  - i. How curb operations influence congestion and garage demand
  - ii. Tradeoffs between parking and access
- **D.** Operational and revenue implications, including Parking Enforcement

Deliverable:
Curbside & Access Management Strategy

Task 6 – Future Demand & Scenario-Based Mobility Modeling
The Consultant shall develop **scenario-based forecasts** that evaluate how demand changes under different system strategies—not just growth.

The analysis shall include:

- **A.** Consideration of:
  - i. District development and land use changes
  - ii. Population and employment growth
  - iii. Event scaling scenarios
- **B.** Evaluation of demand under multiple strategies:
  - i. Transportation Demand Management (TDM)
  - ii. Shared parking
  - iii. Transit improvements (including VIA ART)

iv. Pricing strategies
v. Technology-enabled systems

C. Multimodal comparisons:
   i. Travel time
   ii. Cost
   iii. Convenience/friction
D. Development of a **"default mode strategy"**:
   i. What mode should be prioritized and promoted

Deliverable:
Future Mobility & Parking Demand Scenarios Report

Task 7 – Communications & Behavior Change Strategy
The Consultant shall develop a communications approach designed to **influence behavior**, not just inform users.

The strategy shall include:
A. Messaging hierarchy:
   i. "Don't drive" vs. "Where to park" vs. "Best option for you"
B. Integration with:
   i. Navigation platforms (Google Maps, Apple Maps)
   ii. Event ticketing systems
   iii. Reservation platforms
   iv. Venue communications
C. Pre-trip planning tools and user interfaces
D. Strategies to:
   i. Reduce unnecessary vehicle trips and traffic
   ii. Shift mode choice
   iii. Improve distribution of demand

Deliverable:
Mobility Communications & Mode Shift Strategy

Task 8 – Mobility Strategy Alternatives & System Optimization
The Consultant shall develop and evaluate **integrated system strategies**, combining infrastructure, policy, and operations.

Scenarios shall include:
A. No-build (optimize existing system with technology and operations)
B. Multimodal shift scenarios
C. Distributed parking with shuttle or remote strategies
D. Dynamic pricing scenarios
E. Event-specific vs. daily demand strategies

Each scenario shall evaluate:
A. System performance (not just supply)
B. User experience
C. Cost and operational implications
D. Impact on congestion and access

Deliverable:
Mobility Strategy Alternatives Report

Task 9 – Structured Parking Feasibility (Contextualized within Mobility Strategy)
The Consultant shall evaluate the feasibility of a structured parking facility on Alamodome Lot A or an alternate site **only within the context of system-wide needs**.

The analysis shall include:

- **A.** Site evaluation of Alamodome Lot A or Alternate Site:
  - i. Physical constraints, access, circulation
  - ii. Connectivity to District destinations
- **B.** Role of the facility within the broader system:
  - i. When and how it would be used
  - ii. Event vs. daily function
- **C.** Comparison against non-build, alternative strategies and alternative site considerations

Deliverable:
Contextualized Parking Facility Feasibility Report

Task 10 – Financial & Implementation Strategy
The Consultant shall evaluate financial feasibility across **multiple strategies**, not just a parking structure.

The analysis shall include:

- **A.** Cost estimates:
  - i. Infrastructure (if applicable)
  - ii. Technology systems
  - iii. Operations and management
- **B.** Revenue scenarios:
  - i. Pricing strategies
  - ii. Demand-based variability
- **C.** Funding approaches:
  - i. Public financing
  - ii. Public-private partnerships
- **D.** Sensitivity analysis:
  - i. Demand shifts
  - ii. Pricing changes
  - iii. Capital costs

Deliverable:
Financial & Implementation Strategy Report

Task 11 – Final Report, KPIs, and Implementation Roadmap
The Consultant shall prepare a final report synthesizing all findings into a **clear, actionable mobility strategy**.

The report shall include:

- **A.** Executive summary
- **B.** Mobility system assessment
- **C.** Scenario evaluation and recommendations
- **D.** Implementation roadmap (phasing, priorities, dependencies)

Defined KPIs shall include:

- **A.** Occupancy distribution (not just peak)

B. Time-to-park
C. Mode share shifts
D. Revenue per space
E. User satisfaction

The Consultant shall present findings to City staff, stakeholders, and City Council.

Deliverables:

1. Final Report
2. Presentation Materials
3. Implementation Roadmap

Expected Outcomes

Upon completion, the City will have:

A. A clear understanding of **how people access Downtown**, not just where they park
B. A defined **mobility strategy aligned with growth and major events**
C. Identification of the **optimal combination of infrastructure, policy, technology, and communications**
D. A clear determination of the **role (if any) of new structured parking within that system**

Optional Services:

A. Based on the Expected outcomes above, if the study determines that a new structured parking facility is needed on Lot A of the Alamodome or an alternate site a full financial feasibility study will be provided to determine the cost to build, maintain and operate and the estimated revenue to be produced.

005 - ADDITIONAL REQUIREMENTS

Intellectual Property.

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

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

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

Either:

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

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

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

Respondent further agrees to:

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

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

Provided that:

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

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

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

Ownership and Licenses.

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

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

Respondent acknowledges and agrees that all local government records, as described in this document, produced in the course of the work required by any contract awarded pursuant to this RFP, will belong to and be the property of City. Respondent, if awarded a contract, will be required to turn

over to City, all such records as required by said contract. Respondent, if awarded a contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

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

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 June 19, 2026, whichever is later. The contract shall remain in full force and effect for a one-year period.

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

007 - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held via **Webex at 2:00 p.m. Central Time, on April 22, 2026.** 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): 2332 381 4943

Meeting Link:
https://sanantonio.webex.com/sanantonio/j.php?MTID=mdd3d3dd31ca23c7802be04844f795961

Meeting password: COSA

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 Staff Contact 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.

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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.

***PRICE SCHEDULE.** Use the Price Schedule 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. If a contracting API goal has been applied to this solicitation, failure by a Respondent to submit EITHER a Utilization Plan OR a Contracting Goal Waiver Request with its proposal will result in the proposal being deemed nonresponsive and excluded from consideration.

Exception Request - A Respondent may request, for good cause, an exception to City's application of the SBEDA Program to the solicitation if the Respondent submits the Exception to SBEDA Program Request Form (available at http://www.sanantonio.gov/EDD/Forms.aspx) with its solicitation response. The request must document one of the following: (1) the value of the contract is below the $50,000 threshold for application of the SBEDA Program; or (2) no commercially useful subcontracting opportunities exist within the contract scope of work; or (3) the type of contract is outside of the scope of the SBEDA Ordinance. Late Exception Requests will not be considered. Note: This form may not be used for requesting a waiver of a solicitation's subcontracting goals. A Contracting Goal Waiver Request Form must be used for that purpose.

***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 Form 1295. Respondent must complete, sign, and submit 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 before the proposal due date will be issued through Addendums. Respondents are responsible for checking for and reviewing all Addendums up to the proposal deadline. The City will assume all Respondents have reviewed each Addendum by the time proposals are submitted. All Addendums become part of the solicitation and the resulting contract documents. Submission of a proposal confirms acknowledgment and receipt of all Addendums.

Any Addendum issued for this solicitation permanently incorporates the specifications, requirements, and amendments stated within it.

No oral statements of any person may modify or change the terms, conditions, or specifications of 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 May 15, 2026,** through the SAePS portal. Any proposal or modification received after this time shall not be considered. 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 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

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 solicitation has been released until the contract is posted for consideration as an agenda item at a City Council "A" session or until the contract award is posted as an agenda item at a City Manager Contract Approval Review meeting;

and 2) City employees from the time the RFP has been released until the contract is approved at a City Council "A" session or by City Manager, 7 calendar days after agenda posted date.

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

Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal/bid 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 April 24, 2026. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

Karla Holten, Procurement Specialist III
City of San Antonio, Finance Department – Procurement Division
Karla.Holten@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 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 Economic Development Department 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 three (3) 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.

If this solicitation contains DBE/ACDBE requirements, Respondents and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). The point of contact is Barbara Patton, who may be reached via telephone at (210) 207-3592 or through e-mail at Barbara.Patton@sanantonio.gov. Respondents and/or their agents may contact Ms. Patton at any time prior to the due date for submission of proposals. Contacting her or her office regarding this RFCSP after the proposal due date is not permitted.

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

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date or City Manager Contract Approval Review meeting.

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 San Antonio City Council or City Manager, as applicable.

Evaluation Criteria:

A. Experience, Background, and Qualifications (30 points):

B. Proposed Plan (35 points):

C. Price (10 points):

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

Small Business Enterprise (SBE) Prime Contract Program- 10 Points

Certified SBE firms headquartered within the San Antonio Metropolitan Statistical Area and deemed SBEDA eligible, responding to this solicitation as Prime CONTRACTORs proposing at least 51% SBE participation (Prime and/or Subcontractor) will receive ten [10] evaluation criteria points. No evaluation criteria points will be awarded to non-SBE Prime CONTRACTORs through subcontracting to certified SBE firms.

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

Ten (10) evaluation points for local businesses headquartered for one 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 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 or by City Manager.

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 or by City Manager 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 by City Manager 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.

By submitting a response, Respondent warrants and certifies that it has read and understands all instructions for form(s) submission required under City's SBEDA program. If a Contracting Program API goal applies to this solicitation, Respondent acknowledges that failure to submit EITHER a Utilization Plan OR a Contracting Goal Waiver Request with its proposal will result in the proposal being deemed nonresponsive and excluded from consideration.

Vendor Master Records. The City establishes a Vendor Master Record for payments once a contract has been awarded to a vendor. All vendors are required to register in PaymentWorks, which is used by the City to intake and validate key vendor information (including bank account information) and to set

up a Vendor Master Record. Vendors awarded contracts through the competitive procurement process will be paid by Automated Clearing House (ACH).

Existing vendors that are awarded new contracts are also required to register in PaymentWorks. The City will send an invitation to register in PaymentWorks after a contract is awarded. Registration in PaymentWorks and the establishment of a Vendor Master Record is separate-and-apart from a supplier registration in the San Antonio Electronic Procurement System (SAePS).

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 proposal, 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 and mailed to the Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If you prefer to deliver them by hand, please go to the Office of the City Clerk at City Tower, 100 W. Houston, Concourse Level (C), San Antonio, TX 78205.

Please do not include these forms with your proposal, as the Finance Department, Procurement Division will not deliver them to the Office of the City Clerk on your behalf.

014 - SCHEDULE OF EVENTS

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

RFP Release Date:	April 15, 2026
Pre-Submittal Conference:	April 22, 2026 @ 2:00 p.m., Central Time
Final Questions Accepted:	April 24, 2026 @ 4:00 p.m., Central Time
Proposal Due:	May 15, 2026 @ 11:00 a.m., Central Time

015 - RFP EXHIBITS

RFP EXHIBIT 1

SBEDA 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 services, Respondent must provide a completed Certificate(s) of Insurance to CITY's Finance Department. The certificate must be:

- clearly labeled with the legal name of the 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);
- properly endorsed and have the agent's signature, and phone number,

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

If the City does not receive copies of insurance endorsement, then by executing this Agreement, 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:

INSURANCE TYPE	***LIMITS***
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.
4. Professional Liability	$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.

5. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence.
*If Applicable	

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 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 10 days by submitting the requested insurance documents to the CITY at the following address:

City of San Antonio
Finance Department
100 W. Houston St., 8th Floor
San Antonio, TX 78205

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 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

PROHIBITION ON INVESTING PUBLIC MONEY IN COUNTRIES OF CONCERN

Texas Government Code Ch. 2270 provides that an entity subject to the Texas Public Funds Investment Act (Texas Government Code, Chapter 2256), may not invest or deposit in a bank with a principal place of business located in a country of concern (China, Iran, North Korea, Russia or country designated by the governor) that is identified on a list prepared and maintained under Texas Government Code §2270.0201. 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 11

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 fifteen (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 12

MATRIX SAMPLE TEMPLATE

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:

_____

(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. (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 Bexar County Clerk. Any associated costs, fees or expenses should be considered in Respondent's price proposal.)

_____

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

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

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

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

Years _____ Months_____

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

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

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

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

Years _____ Months_____

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

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

_____

_____

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

_____

_____

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

   _____

   _____

10. **Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? Yes ___ No __
    If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

    _____

11. **Previous Contracts:**
    a. Has the Respondent ever failed to complete any contract awarded?

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

       _____

    b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?
       Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

       _____

    c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in their own name? Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

       _____

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

    _____

REFERENCES

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

1. Qualifications

a) Provide a narrative not to exceed two (2) pages describing the Respondent's expertise, experience, and qualifications for performing the scope of services described herein.
b) City shall consider the summarization of compliance with each of the following qualifications of Respondent. Provide a narrative not to exceed three (3) pages, describing the Respondent's qualifications, as related to the referenced scope of services in this solicitation, describing Respondent's ability to deliver the Tasks as requested in the Scope of Work and Deliver the Expected Outcomes and, if needed, optional services.

2. Team Profile

a) Provide a description of the proposed consultant team, their qualifications and experience, including any sub-consultants and identifying which services they are proposed to provide (limited to ten (10) pages). Respondent is to include teaming rationale, previous collaboration(s) and objectives.

3. Proposed Key Personnel/Organizational Chart

a) Provide a detailed organizational chart or graphic representation of Respondent's proposed team, identifying key personnel who shall be assigned to work on the various tasks. Respondent shall describe, in graphic and written form, the proposed assignments and lines of authority and communication for each team member to be directly involved in the project(s). Respondent is to identify the firm for which each team member is employed, including all sub-contractors that are proposed to be utilized.

4. Experience Matrix for Proposed Staff

a) Provide a Matrix for Proposed Staff (RFP Exhibit 12 – Matrix Sample Template is posted as a separate document).Please include all proposed team members, Consultant Firm, and Sub-Consultants, indicating demonstrable experience (in years) of each individual proposed on the Organizational Chart or graphic representation of Respondent's proposed team.

5. Engagement Sheets (Indexed and Labeled as Tab "9")

a) Provide a minimum of three (3) engagements performed by the Respondent and Sub-Consultants (if any) each within the last five years. Engagement sheets must be limited to two (2) pages for each project with a maximum of six (6) pages for this section. Each engagement sheet shall include the following:

i. Engagement name and description which highlights how project aligns with the proposed scope of work within this RFP.
ii. List of team members and sub-consultants, if any who were assigned to or who were under contract for each Engagement. Provide details regarding the entities'/individuals' respective

roles and assignments. Note which staff are proposed to be assigned to or contracted for the Engagement resulting from this RFP and note what role they will play.

iii. Relevant Engagement Dates: Contract Award, Contract Completion and Dates (start/completion)
iv. Engagement's original contract amounts
v. Role of firm in the Engagement

6. Resumes

a) Provide one (1) page resumes for all proposed key team members identified in the Organizational Chart or graphic representation. Resumes should link to Engagement sheets, if applicable. If a team member did not work on the Engagement from the Engagement sheet, the resume should show engagement where the person performed similar roles proposed for the City's engagement. Resumes should include:

i. The license type (if applicable) and number of years licensed
ii. Certification or other role specific recognitions, and number of years
iii. Number of years employed with the Respondent or sub-consultant firm
iv. Number of years' experience in proposed role as identified on the Organizational Chart or graphic representation
v. Number of years' experience working on related engagements
vi. City/State of residence and City/State of office from which person is officially based, if different

7. Additional Information

a) Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

RFP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items. Respondent shall submit information in a brief narrative plan which clearly and concisely describes the organizational structure, resource availability, and approach to the providing the scope of services described herein. This section shall be limited to ten (10) pages:

1. Describe your firm's understanding of the City's objectives for conducting the Downtown Accessibility and Mobility Study.

2. Describe Respondent's approach to the selection, management and coordination of team members.

3. Detail the current capacity of key personnel and their availability for the City's Downtown Accessibility and Mobility Study, and the Respondent's capabilities to respond to complete the services outlined herein.

4. Explain how Respondent intends to distribute assigned work amongst itself and its subcontractors, if any.

5. Explain how your firm would approach performing Tasks and delivering the expected outcomes produced as outlined in the scope of services related to the Sports and Entertainment District that would be phased in over time with fluctuating event volumes, concurrent events, and significant visitor inflow.

6. Describe in detail Respondent's approach to completing each of the following Tasks and Deliverables as outlined in the Scope of Services:

    Task 1 – Project Initiation, Alignment, and Mobility Framework Definition
    Task 2 – Existing Conditions: Mobility System & Parking Ecosystem Assessment
    Task 3 – User Experience & Decision-Making Analysis (Trip Planning Layer)
    Task 4 – Technology & Data Systems Integration Strategy
    Task 5 – Curbside & Access Management Strategy
    Task 6 – Future Demand & Scenario-Based Mobility Modeling
    Task 7 – Communications & Behavior Change Strategy
    Task 8 – Mobility Strategy Alternatives & System Optimization
    Task 9 – Structured Parking Feasibility (Contextualized within Mobility Strategy)
    Task 10 – Financial & Implementation Strategy
    Task 11 – Final Report, KPIs, and Implementation Roadmap

7. Describe, the Respondent's approach to completing the Optional Services as outlined in the Scope of Services in the event the study recommends a new structured parking facility.

8. Describe the Respondent's proposed timeline for completing the scope of services to include a detailed workplan, tasks, deliverables, and estimated completion dates. Also, describe proposed deliverables, including but not limited to reports, models, and presentation materials.

9. Provide information related to Respondent's or any of its proposed team members' failure to complete any contract awarded and an explanation. If Respondent and its proposed team

members have never failed to complete a contract award, please include a statement affirming this.

10. Additional Information: Provide any additional plans and/or relevant information about Respondent's approach to providing the required services described in this solicitation.

RFP ATTACHMENT B

PRICE SCHEDULE

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

Below proposed pricing should reflect services performed within the scope of services of this RFP.

LINE ITEM	TOTAL COSTS
Task 1 Deliverable - Project Work Plan + Mobility Evaluation Framework	$ _____
Task 2 Deliverable - Existing Mobility & Parking Conditions Report	$ _____
Task 3 Deliverable - Downtown Mobility User Experience Assessment	$ _____
Task 4 Deliverable - Mobility Technology & Data Integration Strategy	$ _____
Task 5 Deliverable - Curbside & Access Management Strategy	$ _____
Task 6 Deliverable - Future Mobility & Parking Demand Scenarios Report	$ _____
Task 7 Deliverable - Mobility Communications & Mode Shift Strategy	$ _____
Task 8 Deliverable - Mobility Strategy Alternatives Report	$ _____
Task 9 Deliverable - Contextualized Parking Facility Feasibility Report	$ _____
Task 10 Deliverable - Financial & Implementation Strategy Report	$ _____
Task 11 Deliverables – Final Report / Presentation Materials / Implementation Roadmap	$ _____
Optional Services	$ _____
TOTAL COST FOR ALL SERVICES AND WORK PERFORMED UNDER THE SCOPE OF SERVICES IDENTIFIED WITHIN THIS RFP.	**$**_____

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 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 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

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

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

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

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

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

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

RFP ATTACHMENT I

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 or City Manager 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 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	
Price Schedule RFP Attachment B	
+Contracts Disclosure Form RFP Attachment C	
Litigation Disclosure Form RFP Attachment D	
+SBEDA Utilization Plan OR Commitment 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	
One **COMPLETE** (1) electronic submission through SAePS.	

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

Be sure all forms that require a signature are signed prior to your electronic submittal of the proposal.

SBEDA COMPLIANCE PROVISIONS

1. **SBEDA Program.** For purposes of the following provisions, "Contractor" refers to the party subject to SBEDA Program requirements, whether acting as a contractor, consultant or vendor under the Agreement. Contractor acknowledges that the Agreement is subject to City's Small Business Economic Development Advocacy (SBEDA) Ordinance (Ordinance No. 2024-12-05-0977), as amended, the SBEDA Policy & Procedure Manual, and the City Manager's memorandum titled *Direction Regarding Ordinance Application to Certain Contracts*, issued on September 10, 2025, which are incorporated herein by reference. Terms used herein shall have the meanings ascribed in the Ordinance and Manual. **Contractor is responsible for reviewing the full SBEDA Ordinance and associated documents, available on the City's Economic Development Department's website or upon request.**

2. **General Compliance.** Contractor shall comply fully with all applicable SBEDA requirements and procedures, including but not limited to:

- 2.1 Cooperating with the Economic Development Department (EDD) and Originating Department in the monitoring and reporting of subcontractor utilization;
- 2.2 Providing timely and truthful responses to inquiries or investigations related to SBEDA compliance;
- 2.3 Permitting EDD inspections of contract-related records and personnel upon reasonable notice;
- 2.4 Submitting proposed changes to its Subcontractor Utilization Plan (UP) in writing, utilizing form(s) provided, for prior approval by the Originating Department and EDD;
- 2.5 Notifying City and EDD immediately of any contract assignment, transfer, or change in ownership or business structure;
- 2.6 Retaining subcontractor payment records for a minimum of four years following contract completion or litigation resolution;
- 2.7 Accepting that subcontractor participation credit may be disallowed if Commercially Useful Function requirements are not met;
- 2.8 Maintaining active registration in the City's Centralized Vendor Registration system (CVR), with recommended registration for all subcontractors.

3. **Affirmative Procurement Initiatives.** Contractor shall comply with all applicable contract-specific Affirmative Procurement Initiatives (APIs), as outlined in the attached UP or Commitment Form. It is Contractor's responsibility to verify with EDD which API(s) apply if uncertain. API(s) may include:

- 3.1 **ESBE and/or SBE Prime Contract Program**. Contractor shall not subcontract more than 49% of the contract value to firms not certified under the applicable program.
- 3.2 **SBE Joint Venture Program**. Contractor shall maintain the specified percentage of contract value designated to the SBE Joint Venture Partner.
- 3.3 **Contracting Program(s).** Contractor shall subcontract a specified percentage of the contract value to SBEDA-eligible firm(s) under the applicable program.
- 3.4 **Mentor Program.** Contractor shall serve as a mentor to a small business in accordance with program requirements. Matching documents must be submitted within thirty (30) calendar days of project award.

4. **Opportunity for Waiver.** Contractor agrees that required compliance with contract-specific APIs and associated obligations shall apply throughout the contract term and shall extend to all contract modifications,

unless expressly waived by EDD; waiver request forms are available at EDD's website or upon request: https://www.sa.gov/Directory/Departments/EDD/Programs-Grants/Preference/SBEDA/Forms.

5. **Commercial Nondiscrimination.** Contractor represents and warrants that it shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. Contractor understands and agrees that a material violation of this clause shall be considered a material breach of the Agreement and may result in termination, disqualification of Contractor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Contractor shall incorporate this clause into each of its subcontractor/supplier agreements entered into pursuant to City contracts.

6. **Prompt Payment.** Contractor shall submit accurate subcontractor payment information with each invoice and shall pay all subcontractors in accordance with the Texas Prompt Payment Act (Chapter 2251, Texas Government Code) within ten (10) days of receipt of payment from the City. Noncompliance shall result in withholding of final retainage and ineligibility for future City contracts until resolved.

7. **Violation.** Contractor acknowledges and agrees that the following actions, while not exhaustive, constitute violations of the SBEDA Ordinance and shall be deemed material breaches of this Agreement:

- 7.1 Fraudulently obtaining or aiding others in obtaining or retaining certification status for SBEDA benefits;
- 7.2 Willfully falsifying, concealing, or misrepresenting material facts or documents related to SBEDA compliance or another entity's SBEDA certification status;
- 7.3 Obstruction or interference with investigations of certification qualifications;
- 7.4 Fraudulently obtaining or aiding others in obtaining public funds under SBEDA.

STAFF EXPERIENCE MATRIX

Use one box below, IF APPLICABLE, for each key personnel as shown on Organizational Chart. Enter first and last name, name of firm, and assigned task in blue box. See Example. Enter the number of years of experience by individual for each category shown on the left. If that individual has no expereince in that category, leave blank. Please feel free to edit the Experience column as it relates to the experience of your firm/team.

	EXPERIENCE WITH:	EXAMPLE: John Doe, ABC, Inc. Airport Planner							
1	FAA AIP-Grant Funded Projects	*8 yrs.*							
2	Large, Multi-Disciplined Team Management								
3	Multi-Year Airport Projects								
4	Project Management	*20 yrs.*							
5	Engineering/Architectural								
6	Construction Management / Administration								
7	Resident Project Representative (RPR)								
8	Resident Inspection Services (RIS)								
9	Airport Operations								
10	Project Phasing and Implementation	*8 yrs.*							
11	Lead Management Position - Projects greater than $ 50M								
12	Lead Management Position - Projects less than $ 10M								
13	Lead Management Position - Projects less than $ 1M								
14	Roadway Systems								
15	City of San Antonio								
16	San Antonio International Airport								
17	Medium or Large Hub Airports								
18	Aircraft / Vehicle Traffic Analyses and Forecasts	*7 yrs.*							
19	Surveying / Geotech Services	*5 yrs.*							
20	Cost Estimating / Scheduling								
21	Site Selection / Feasibility Study / Benefit Cost Analysis								
22	Facility Assessments / Programming								
23	Airports GIS	*2 yrs.*							
24	MicroPaver	*3 yrs.*							
25	Environmental Services								
26	Project Airspace Coordination								
27	Stormwater/Flood Plain Analysis, Drainage Design								
28	Constructability Reviews								
29	Safety Management System (SMS)	*3 yrs.*							
30	Standards Development (Design, Airport, Tenant)								
31	Cost / Schedule / Budget Management								
32	Document Control Development and Implementation								
33	Fast-Track, Multi-Package Construction								
34	PFC Funded Projects	*8 yrs.*							
35	Terminal Building Design								
36	Federal Inspection Services (FIS) Facilities								
37	Airport Support Buildings Design								
38	Stormwater/Flood Plain Analysis, Drainage Master Plan Updates								
39	Alternative Delivery Methods - Construction Manager at Risk								
40	Alternative Delivery Methods - Competitive Sealed Proposal								
41	Alternative Delivery Methods - Design Build	*1 yr.*							

ECONOMIC DEVELOPMENT

CITY OF SAN ANTONIO
SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

Solicitation Name: Downtown Accessibility and Mobility Study

Evaluation Points		Goal(s) Applied
10 Points	**Small Business Enterprise (SBE)**	

☐ No API Applied

No Mentorship Program Requirement

Please review the following information

1. The Prime contractor must list **ALL** certified and non-certified Subcontractors/Suppliers that will be utilized for the entire contract period (see page 2), ***excluding possible extensions, renewals, and/or alternates***.

2. A Subcontractor/Supplier Utilization Plan that does not satisfy City contracting goal(s) placed on this solicitation as noted above, and absent a Contracting Goal Waiver at the time of bid submission (for review by the Economic Development Department) will be deemed NON-RESPONSIVE.

3. For a Prime or Subcontractor to count toward a City required contracting goal(s), the Prime or Subcontractor must be SBEDA eligible and have the same certification(s) as the City required contracting goal(s).

4. To be SBEDA eligible, a Prime contractor or Subcontractor must be certified as a Small Business Enterprise (SBE) through the SCTRCA**,** must be headquartered in the San Antonio Metropolitan Statistical Area, **AND** each majority owner's personal net worth (PNW) may not exceed $2.047 million. SBEDA eligibility can be verified through the Central Vendor Registry/SAePS.

5. Please ensure this utilization plan corresponds with the solicitation you are intending to bid on/respond to as indicated above.

For further clarification, please refer to the SBEDA language in the solicitation documents. You may also contact the Economic Development Department at (210) 207-3922 or by email at SBEDAdocs@sanantonio.gov

As a SBEDA eligible prime (if applicable), I confirm that my personal net worth (PNW) does not exceed $2.047 million. I hereby affirm that the information on this form is true and complete to the best of my knowledge and belief. I possess internal documentation from all proposed Subcontractors/Suppliers confirming their intent to perform the scope of work for the price and/or percentage indicated, and I also confirm that the SBEDA Eligible Subcontractors/Suppliers listed on this Utilization Plan do not have a PNW that exceeds $2.047 million.
I represent, warrant, assure and guarantee that I have the knowledge and authority to make this declaration on behalf of each business owner and that I have the authority to bind the business to the statements herein. I understand and agree that if awarded a contract, this document shall be attached thereto and become a binding part of the contract.

Prime's Authorized Agent (sign/date) _____ Name _____ Title _____

Economic Development Director or Designee (sign/date) _____ ☐ APPROVED ☐ DENIED

PRIME FIRM:

SAePS Vendor #

Work to be performed (NIGP Code and Description)

DOLLAR AMOUNT BY PRIME | $ | % OF TOTAL CONTRACT | %

Current SCTRCA Certification(s):

- ☐ Emerging Small Business Enterprise
- ☐ Small Business Enterprise
- ☐ Woman-Owned Business Enterprise
- ☐ Minority-Owned Business Enterprise
- ☐ Not Certified

SBEDA Eligible?

Category

SUBCONTRACTOR/SUBCONSULTANT UTILIZATION

List ALL subcontractors/suppliers (certified and non certified) that will be utilized for the entire contract period, ***excluding possible extensions, renewals, and/or alternates***. Use additional pages if necessary.

Sub: | SAePS Vendor #:

Dollar Amount by Sub | $ | % of Total Contract | %

Work to be performed (NIGP Code and Description)

Current SCTRCA Certification(s):

- ☐ Emerging Small Business Enterprise
- ☐ Small Business Enterprise
- ☐ Woman-Owned Business Enterprise
- ☐ Minority-Owned Business Enterprise
- ☐ Not Certified

Category

SBEDA Eligible?

Sub: | SAePS Vendor #:

Dollar Amount by Sub | $ | % of Total Contract | %

Work to be performed (NIGP Code and Description)

Current SCTRCA Certification(s):

- ☐ Emerging Small Business Enterprise
- ☐ Small Business Enterprise
- ☐ Woman-Owned Business Enterprise
- ☐ Minority-Owned Business Enterprise
- ☐ Not Certified

Category

SBEDA Eligible?

Sub: | SAePS Vendor #:

Dollar Amount by Sub | $ | % of Total Contract | %

Work to be performed (NIGP Code and Description)

Current SCTRCA Certification(s):

- ☐ Emerging Small Business Enterprise
- ☐ Small Business Enterprise
- ☐ Woman-Owned Business Enterprise
- ☐ Minority-Owned Business Enterprise
- ☐ Not Certified

Category

SBEDA Eligible?

Sub: | SAePS Vendor #:

Dollar Amount by Sub | $ | % of Total Contract | %

Work to be performed (NIGP Code and Description)

Current SCTRCA Certification(s):

- ☐ Emerging Small Business Enterprise
- ☐ Small Business Enterprise
- ☐ Woman-Owned Business Enterprise
- ☐ Minority-Owned Business Enterprise
- ☐ Not Certified

Category

SBEDA Eligible?

City of San Antonio
Finance Department - Procurement Division
Local Preference Program Identification Form

The City of San Antonio Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, establishes a local preference for specific contracting categories. Each time a bidder or respondent submits a bid for a solicitation, this Local Preference Program Identification Form must be completed and turned in with the solicitation response in order to be identified as a City Business and receive the preference described below. The City will not rely on Local Preference Program Identification Forms submitted with prior or contemporaneous bids or proposals.

The Local Preference Program allows the City to grant a preference to a business meeting the definition of *City Business* in the award of the following types of contracts, when selection is made based on price alone:

- Personal Property (Goods / Supplies): The local bidder's price must be within 5% of the price of the lowest non-local bidder for contracts of $50,000 to under $500,000; or within 3% of the price of the lowest non-local bidder for contracts of $500,000 or more
- Non-professional Services: The local bidder's price must be within 5% of the price of the lowest nonlocal bidder for contracts of $50,000 to under $500,000;
- Construction Services: The local bidder's price must be within 5% of the price of the lowest non-local bidder for contracts of $50,000 to under $100,000, excluding contracts awarded using alternative delivery methods.

The Local Preference Program also allows the award of additional points, when multiple evaluation criteria are used in the award of professional service contracts, where the selection process is not governed by statute and in revenue generating and concession contracts. A business meeting the definition of *City Business* stated below may be awarded 10 points for being headquartered within the city, or 5 points for having a local office within the city.

Moreover, the program recognizes joint venture agreements and allows for apportioning of points based upon the percentage of ownership of joint ventures by *City Businesses* responding to solicitations for which discretionary points are applied. For solicitations where selection is made based on price alone, all members of a joint venture must be *City Businesses* for the preference to be applied.

Effective January 1, 2023, the Local Preference Program may be applicable to federally funded contracts where federal statutes or the federal grantor expressly mandates or encourages local geographic preference.

City Business is defined as a business, or non-profit organization, headquartered within the incorporated San Antonio city limits for one year or more OR one that meets the following conditions:

- Has an established place of business for one year or more in the incorporated limits of the City:

(a) from which at least 100 of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based; and

(b) from which a substantial role in the business' performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

A location utilized solely as a post office box, mail drop or telephone message center or any similar combination, with no other substantial work function, is not a *City Business*.

For the purposes of this program, Headquartered is defined as the place where a business entity's officers direct, control, and coordinate the entity's activities.

City of San Antonio

Finance Department - Procurement Division

Local Preference Program Identification Form

NOTE: Bidders / Respondents are required to submit documentation to substantiate that the requirements of a City Business have been met. Examples of documentation may include, but are not limited to the following:

1. Existence of local headquarters or office: For corporations, Texas Comptroller's listing of names/addresses of officers and directors. For partnerships, partnership agreement and any documents identifying the current managing partners and their current work addresses
2. Evidence of local headquarters or office in existence for one year or more: Utility bills, real property lease agreements, equipment leases, personal property taxes, real property taxes
3. Evidence of number of employees: Organizational charts, payroll records by location

CITY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION TO VALIDATE BIDDERS'/RESPONDENTS' DESIGNATION AS A CITY BUSINESS.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR RESPONSE EVEN IF YOU ARE NOT SEEKING A LOCAL PREFERENCE. THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING FORM TO BE IDENTIFIED AS A CITY BUSINESS. IF BIDDER / RESPONDENT IS SUBMITTING AS A JOINT VENTURE, EACH CITY BUSINESS THAT IS A MEMBER OF THE JOINT VENTURE MUST COMPLETE AND SIGN THIS FORM.

PROVIDE THE FOLLOWING INFORMATION IF BIDDER/ RESPONDENT IS SUBMITTING AS PART OF A JOINT VENTURE. Joint Venture means a collaboration of business or non-profit entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned/governed and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses/surplus or deficits of the joint venture enterprise commensurately with its contribution to the venture.

STATE BIDDER'S / RESPONDENT'S PERCENTAGE OF OWNERSHIP IN THE JOINT VENTURE: _____%

SUBMIT A COPY OF THE JOINT VENTURE AGREEMENT. SUBMIT ANY OTHER DOCUMENTATION REQUESTED BY CITY TO SUBSTANTIATE THE EXISTANCE OF AND/OR PARTICIPATION IN THE JOINT VENTURE. NO PREFERENCE POINTS WILL BE ALLOCATED TO A JOINT VENTURE THAT FAILS TO SUBMIT REQUIRED DOCUMENTATION.

SOLICITATION NAME/NUMBER: _____

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S HEADQUARTERS:

Name of Business or Non-Profit Entity:	
Physical Address:	
City, State, Zip Code:	
Phone Number:	
Email Address:	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent: _____	

Is Business or Non-Profit Entity headquartered within the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business or non-profit entity been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S LOCAL OFFICE (IF APPLICABLE):

Name of Business or Non-Profit Entity:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office: _____		
Is the business or non-profit entity located in the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	Yes	No

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Local Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Local Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

City of San Antonio
Finance Department - Procurement Division
Local Preference Program Identification Form

BIDDER'S / RESPONDENT'S FULL NAME:

(Print Name) Authorized Representative of Bidder / Respondent

(Signature) Authorized Representative of Bidder / Respondent

Title

Date

This Local Preference Identification Form must be submitted with the bidder's / respondent's bid/proposal response.

City of San Antonio

Veteran-Owned Small Business (VOSB) Preference Program Identification Form

Authority. San Antonio City Code Chapter 2, Article XI describes the City's veteran-owned small business preference program.

Certification. The City relies on inclusion in the database of veteran-owned small businesses maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar certification procedures.

Preference. The VOSB preference applies to procurements of discretionary expenditure and revenue contracts for goods, services, and concessions, where the selection criteria are not limited by state or federal law. The preference consists of 5% of the evaluation points for a business that is certified as a Veteran-Owned Small Business. Moreover, the program recognizes joint venture agreements and allows for apportioning of points based upon the percentage of VOSB ownership of a joint venture responding to solicitations for which discretionary points are applied. There are no points available for VOSB subcontractors.

Tracking. In order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both the primary contract and subcontract levels.

Exclusions. This program does not apply to any expenditure or revenue contract with a value that is less than the amount that is required to be bid pursuant to state law (Chapter 252, Texas Local Government Code, as amended), currently $50,000 or less, or where limited by state or federal law.

Definitions.

The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74.

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.

- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size standard purposes.

The program uses the below definition of joint venture.

- Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographically.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR RESPONSE EVEN IF YOU ARE NOT SEEKING A VETERAN'S PREFERENCE. THE RESPONDENT MUST COMPLETE AND SUBMIT THE FOLLOWING FORM TO BE IDENTIFIED AS A VETERAN-OWNED SMALL BUSINESS. IF RESPONDENT IS SUBMITTING AS A JOINT VENTURE, EACH VOSB MEMBER OF A JOINT VENTURE MUST COMPLETE AND SIGN THIS FORM.

PROVIDE THE FOLLOWING INFORMATION IF RESPONDENT IS SUBMITTING AS PART OF A JOINT VENTURE.

SUBMIT A COPY OF THE JOINT VENTURE AGREEMENT AND ANY OTHER DOCUMENTATION TO SUBSTANTIATE THE EXISTANCE OF AND/OR PARTICIPATION IN THE JOINT VENTURE. NO PREFERENCE POINTS WILL BE ALLOCATED TO A JOINT VENTURE THAT FAILS TO SUBMIT REQUIRED DOCUMENTATION.

INSTRUCTIONS

- IF SUBMITTING AS A PRIME CONTRACTOR ONLY, COMPLETE **SECTION 1** OF THIS FORM.
- IF SUBMITTING AS A PRIME CONTRACTOR UTILIZING A SUBCONTRACTOR, COMPLETE **SECTIONS 1 AND 2** OF THIS FORM.
- IF SUBMITTING AS PART OF A JOINT VENTURE, COMPLETE **SECTION 3** OF THIS FORM.
- IF SUBMITTING AS A JOINT VENTURE UTILIZING A SUBCONTRACTOR, COMPLETE **SECTIONS 2 AND 3** OF THIS FORM**.**

City of San Antonio

Veteran-Owned Small Business (VOSB) Preference Program Identification Form

SOLICITATION NAME/NUMBER: _____

Section 1: Prime Contractor

Name of PRIME CONTRACTOR:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is PRIME CONTRACTOR certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is PRIME CONTRACTOR certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified PRIME CONTRACTOR as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

Section 2: Subcontractor

Is PRIME CONTRACTOR subcontracting with a business that is certified as a VOSB? (circle one)	Yes	No
Name of **SUBCONTRACTOR** Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is **SUBCONTRACTOR** certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is **SUBCONTRACTOR** certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified **SUBCONTRACTOR** as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

Section 3: Joint Ventures

Is Respondent submitting as part of a joint venture? (circle one)	Yes	No
Name of Joint Venture VOSB Member:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Percentage of Ownership of Joint Venture by VOSB Member:		
Is Joint Venture VOSB Member certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Joint Venture VOSB Member certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Joint Venture VOSB Member as a VOSB. Include any identifying certification numbers.		
VOSB Member's Percentage Share in Profits / Loss of Joint Venture		

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Veteran-Owned Small Business Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

RESPONDENT'S FULL NAME:

_____

(Print Name) Authorized Representative of Respondent

_____

(Signature) Authorized Representative of Respondent

_____

Title

_____

Date

This Veteran-Owned Small Business Preference Program Identification Form must be submitted with the Respondent's proposal.