

CITY OF SAN ANTONIO

LIBRARY DEPARTMENT



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

for

Community Needs Assessment Project

Issued: October 29, 2008
Proposals Due: December 1, 2008

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I. BACKGROUND

The City of San Antonio, Library Department (“City”) seeks Proposals from qualified Respondents interested in providing the services as described in this RFP. The Library is seeking proposals from qualified Respondents interested in conducting a Community Needs Assessment for the San Antonio Public Library (“SAPL”), including designing, conducting, analyzing, and reporting the results of a community needs assessment survey, and writing recommendations based on those results. This Community Needs Assessment will serve as part of the basis for the development of a new library strategic plan.

The City will use the responses assembled from this RFP to evaluate desired experience, skills, requirements and cost(s) to determine the best proposal.

The San Antonio Public Library (“SAPL”), a department of the City of San Antonio, serves all of Bexar County. It is governed by a Board of Trustees consisting of eleven members appointed by the Mayor and City Council, one representing each Council District, and one representing the Mayor. Executive management responsibilities rest in the Library Director and two Assistant Directors, one responsible for public services and one for support services.

The major portion of the library’s funding comes from the City of San Antonio, supplemented by grants and donations. In Fiscal Year 2006-2007, the library’s operating budget was \$24,981,185. In Fiscal Year 2007-2008, the operating budget is \$28,439,777. In 2007, a commission appointed by the Mayor and County Judge recommended the formation of an independent library district with taxing capability, to provide long-term adequate sustainable funding for the San Antonio Public Library; this recommendation has been tabled at this time. Library bond issues are consistently supported by voters.

While the Library is a City department established to serve the residents of San Antonio, an Intergovernmental Operating Agreement with Bexar County allows for the extension of library services to the entire county.

SAPL consists of a Central Library, 23 branch libraries, and two bookmobiles. Library buildings range in age from nearly 80 years old to less than one year. The Central Library and numerous branch libraries house public art installations, and two recently opened branch libraries incorporate “green” features. Two new branch libraries and a new public school/library partnership are scheduled for construction over the next three years.

In Fiscal Year 2006-2007, SAPL circulated 5,935,818 items systemwide. During that fiscal year, there were 679,888 registered borrowers and 2,067,680 items in the library system.

The services currently offered by the San Antonio Public Library include access to books and periodicals, both as circulated materials and as reference items; access to circulating media (DVDs, videos, CDs, audiobooks); access to computers with applicable software and the Internet; access to electronic resources such as databases; computer training classes; regular programs such as children’s storytimes and adults’ book groups; special programs such as the children’s and teens’ summer reading programs, the Big Read (a city-wide “one book” initiative), and programs on diverse topics including genealogical research, art, drama, personal finance, and health; an emergent literacy program for children’s caregivers; an integrated library

system; and access to special collections such as those in the Texana/Genealogy and Government Documents units of the Central Library. Library resources are provided in multiple languages, the two principal idioms being English and Spanish.

The library's stakeholders include the Friends of the San Antonio Public Library, a grass-roots volunteer group which also operates the Book Cellar Used Book Store at the Central Library, whose proceeds support the library; and the San Antonio Public Library Foundation, a 509(a)(3) organization which serves as the major fundraising group for the library. Most branch libraries also have support groups, referred to "Friends of [Name of Branch Library]" groups under the umbrella of the Friends of the San Antonio Public Library. A few independent groups such as the Landa Gardens Conservancy, which raised \$1.5 million to renovate the grounds of the Landa Branch Library and establish an endowment for their maintenance, or the Friends of the Great Northwest Branch Library, also exist.

The San Antonio Public Library is a growing system. In the past five years, the library has opened four new branches, and two additional branches and a public school/library partnership are scheduled for construction in the next three years. The San Pedro Branch Library, a historically significant building, has been restored and renovated, a project which was recognized with an award from the San Antonio Conservation Society. The Landa Branch Library recently received entirely new landscaping, including a *faux-bois* pavilion, as the result of a development campaign by the Landa Gardens Conservancy. The Tobin Library at Oakwell received interior renovations and upgrades and new signage as a result of a grant from the Tobin Endowment. A number of other branches have undergone renovation or expansion.

Innovative Interface's Millennium integrated library system was implemented in 2004. Installation and implementation of a computer reservation and print management software system began in 2006. Also in 2007, free public Wi-Fi access was made available at all library locations. Currently, the library is in the process of converting to a radio-frequency identification (RFID) system to provide better customer service and improved security of resources. RFID and receipt printers are enabling the library to offer customers a self-check-out option. In December 2007, the library began offering automated telephone renewal.

Public service hours at each branch library were expanded by four hours in Fiscal Year 2007-2008. A library card sign-up campaign is ongoing, and the library has implemented a campaign to encourage citizens to register to vote at their libraries.

Although a number of library locations have undergone recent renovation, other facilities still require work, and even libraries that have been renovated still require new furniture, fixtures and equipment. During the 2007 City of San Antonio bond referendum, the library requested \$33 million for repairs, renovation, and upgrades to equipment and systems, and received \$11 million.

In 2001, as a first step toward the development of a five-year strategic plan, the library contracted with Selzer & Company of Des Moines, Iowa, to conduct a telephone study of users and non-users of library resources and services. The goals of this survey were, first, to understand the library's market; and second, to investigate key areas of interest to the San Antonio market and offer strategic suggestions to enhance the library's service to the community.

In 2002, the library contracted with Providence Associates to consult on development of a five-year strategic plan for the library system. As part of their contract, Providence Associates conducted 23 focus groups with the assistance of library staff, surveying library stakeholders, the general public, and library staff.

The information from the Selzer Survey and the Providence Association focus groups was used in development of the library's last strategic plan, released in 2002.

Additionally, the library has obtained demographic information from services such as DecisionWhere to assist in planning future library branches and service improvements.

A statistical profile for the San Antonio Public Library can be found in the chart below. This profile summarizes the number of books, media, documents and other information maintained by the library.

San Antonio Public Library Statistical Profile

	2007-2008 Fiscal Year	3-Year Projection
Estimated number of items in the collection		
Books	1,729,055	2,025,000
Media	341,350	350,000
Other (temporary records, circulating magazines, etc.)	97,275	125,000
Total	2,167,680	2,500,000
Estimated number of titles in collection		
Books	441,151	460,000
Media	53,399	70,000
Other (government documents, ebooks, etc.)	60,014	70,000
Total	554,564	600,000
Number of journal titles		
Number of current subscriptions	1,998	2,400
Titles retained by not currently received	2,779	3,000
Total	4,777	5,400
Annual circulation (items checked out)		
Print items	4,050,377	4,425,960
Non-print items (DVDs, ebooks, audiobooks, etc.)	1,885,441	2,060,270
Total	5,935,818	6,486,230
Estimated number of new acquisitions per year		
Print items	160,000	185,000
Non-print items (DVDs, ebooks, audiobooks, etc.)	60,000	72,000
Print titles	20,000	22,500
Non-print titles	6,000	7,200
Number of computers		
Public-access workstations	481	569
Staff workstations	332	343
Total	813	912
Electronic resources		
Number of hits on library home page	2,655,987	2,303,570
Number of searches on electronic databases	7,714,395	8,500,000
Number of electronic documents or files downloaded or printed	886,439	1,000,000
Total	11,256,821	11,803,570
Document delivery services		
Number of inter-library loans requested	86,696	104,500
Number of inter-library loans provided	41,263	50,200

II. SCOPE OF SERVICES

The San Antonio Public Library seeks to develop a strategic plan for enhancing its facilities and the services it will offer to its users. The data gathered and the report produced as a result of this Community Needs Assessment will form an integral part of the foundation for that strategic plan.

The Community Needs Assessment should gauge customer expectations and opinions using a variety of methods such as, but not limited to, focus groups; community forums; and print, electronic and telephone surveys. Groups assessed should include, but not be limited to, the general public (both library users and non-users), library stakeholders, the Library Board of Trustees, the library staff, elected officials, business leaders, and City management. Various survey formats should be considered to capture responses from each group. Where appropriate, instruments utilized to assess the target populations should be in English and Spanish.

The selected Respondent will work with library management and staff to develop and administer a Community Needs Assessment to better understand what is considered important by the various populations served by the library. This information should include, but not necessarily be limited to, data about:

- A) who uses the library and why
- B) who does not use the library and why
- C) services, resources and programs library users would like the library to offer
- D) services, resources and programs non-users would like the library to offer
- E) preferred locations for new libraries
- F) other data Respondent, in its experience and expertise, may recommend

The Respondent will collect, analyze and report the data rising out of this assessment. Accurate, validated data presented in easy-to-read form will be the key to this project. Library staff and stakeholders should be able to easily understand the Respondent's findings, and to extrapolate from them the direction the library should follow and the services and facilities it should continue to offer, discontinue. Additionally, the findings to be reported by Respondent should include a recommendation, based upon the results of the community needs assessment and Respondent's professional experience and opinions, about the time period which an effective strategic plan should cover.

III. OWNERSHIP AND LICENSES

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

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

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

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

IV. TERM OF CONTRACT

A contract awarded in response to this RFP will be for three (3) calendar months following award, by which time the project must be completed.

V. PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at Central Library, 4th Floor Administration Conference Room, 600 Soledad Street, San Antonio, TX at **10:00 a.m. Central Time, on November 5, 2008**. Respondents are encouraged to prepare and submit their questions in writing 5 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 on the City’s website at <http://www.sanantonio.gov/rfp/>. Attendance at the Pre-Submittal Conference is optional.

This meeting place is accessible to disabled persons. Accessible parking spaces are located in the Central Library parking garage adjacent to the building. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral responses provided by City staff at the Pre-Submittal Conference shall be preliminary. A written summary of the Pre-Submittal Conference shall contain official responses, if any. Any oral response given at the Pre-Submittal Conference that is not confirmed in the written summary of the Pre-Submittal Conference or by a subsequent addendum 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.

VI. PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence:

- A. RESPONDENT QUESTIONNAIRE: Complete and submit RFP Attachment A, Respondent Questionnaire.
- B. DISCRETIONARY CONTRACTS DISCLOSURE: Complete, sign and submit RFP Attachment B, Discretionary Contracts Disclosure Form.
- C. LITIGATION DISCLOSURE: Complete and submit RFP Attachment C, Litigation Disclosure Form. 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 with the proposal.
- D. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY PROGRAM FORM: Complete, sign and submit the List of Subcontractors/Suppliers contained in RFP Attachment D.
- E. PRICING SCHEDULE: Complete and submit RFP Attachment E, Pricing Schedule Form.
- F. PROOF OF INSURABILITY: Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFP if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.
- G. INSURANCE AND INDEMNIFICATION: If selected to provide the services described in this RFP, Respondent shall be required to comply with the insurance and indemnifications provisions and requirements set out in Attachments F and G.
- H. SIGNATURE PAGE: Respondent must complete, sign and submit the Signature Page found in RFP Attachment H. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal.
- I. PROPOSAL CHECKLIST: Complete and submit the Proposal Checklist found in RFP Attachment I.

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

VII. AMENDMENTS TO RFP

Changes, amendments, or written responses to questions received in compliance with Section IX, Restrictions on Communication may be posted on the City's website at <http://www.sanantonio.gov/rfp/>. It is Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission of a proposal. A Respondent who does not have access to the Internet, must notify City in accordance with Section IX, Restrictions on Communication, that Respondent wishes to receive copies of changes, amendments, or written responses to questions by mail.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP, and changes to the RFP – if any – shall be made in writing only.

VIII. SUBMISSION OF PROPOSALS

- A. Respondent shall submit one (1) original, signed in ink, eight (8) copies, and one (1) compact disk (CD) in PDF format of the Proposal, in a sealed package, clearly marked on the front of the package Community Needs Assessment Survey. All Proposals must be received in the City Clerk's office no later than **11:00 a.m. Central Time**, on **December 1, 2008** at the address below. Proposals submitted prior to the above time and date may be modified provided such modifications are sealed and received by the City Clerk's Office prior to the time and date set for submission of proposals. Any Proposal or modification received after this time shall not be considered.

Mailing Address:

City Clerk's Office, Attn: Library Department
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

City Clerk's Office, Attn: Library Department
100 Military Plaza
2nd Floor, City Hall
San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

- B. Proposal Format: Each proposal shall be typewritten and submitted on 8 ½" x 11" white paper inside a three ring binder. The use of recycled paper is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed two-sided. Margins shall be no less than 1" around the perimeter of each page. A proposal may not exceed 30 pages in length, including required attachments. Electronic files, websites, or URLs shall not be included as part of the proposal. Each proposal must include the sections and attachments in the sequence listed in the Proposal Requirements Section, and each section and attachment

must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal.

- C. Respondents who submit proposals to this RFP shall correctly reveal, disclose, and 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 in their proposal's Respondent Questionnaire.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on their proposal's Respondent Questionnaire, the Director of the Library Department shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

- D. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred twenty (120) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.
- E. 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 on the page(s) where confidential information is contained; however, the 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.
- F. 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.

IX. RESTRICTIONS ON COMMUNICATION

- A. Respondents are prohibited from communicating with elected City officials and their staff regarding the RFP or Proposals from the time the RFP has been released until the contract is posted as a City Council agenda item. Respondents are prohibited from communicating with City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Proposal submitted by Respondents. Violation of this provision by Respondent and/or their agent may lead to disqualification of Respondent's proposal from consideration. Exceptions to the restrictions on communication with City employees include:

1. Respondents may ask verbal questions concerning this RFP at the Pre-Submittal Conference.
2. Respondents may submit written questions concerning this RFP to the Staff Contact Person listed in the address below until **3:00 p.m., Central Time, on November 24, 2008**. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by electronic mail only, to:

Michael D. Howdyshell, Contracts Coordinator
City of San Antonio, Library Department
Michael.howdyshell@sanantonio.gov.

3. Respondents and/or their agents are encouraged to contact the Small Business Outreach Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy Program policy and/or completion of the List of Subcontractors/Suppliers form. The point of contact is Ms. Melissa Aguillon. Ms. Aguillon may be reached by telephone at (210) 207-3900 or by e-mail at Melissa.Aguillon@sanantonio.gov. Respondents and/or their agents may contact Ms. Aguillon at any time prior to the due date for submission of proposals. Contacting her or her office regarding this RFP after the proposal due date is not permitted.
 4. Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted.
- B. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City.

X. EVALUATION CRITERIA

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

Evaluation criteria:

- A. Experience, Background, Qualifications (20 %)

- B. Proposed Plan (30 %)
- C. Interview (10%)
- D. Cost (20 %)
- E. Small Business Economic Development Advocacy Program (SBEDA) (20%):
 - 1. A maximum of ten percentage (10) points for Local Business Enterprises (LBEs).

Prime contractors who have a local branch office will receive six percent (6%) of the selection points.

SMBEs/SWBEs must be certified by the South Central Texas Regional Certification Agency (SCTRCA), the City’s certifying agency or approved by the Director of Economic Development or designee to be considered a HUE.
 - 2. A maximum of five percentage (5%) points for companies designated as Historically Underutilized Enterprises (HUEs).

Prime contractors who subcontract with HUEs can receive points proportional to amount of work performed by those HUEs (i.e. – 50% to HUEs = 2.5 points).

HUEs must be certified by the City’s certifying agency or approved by the Director of Economic Development or designee.
 - 3. A maximum of five percentage (5%) points for Prime Contractor compliance with the SBEDA Program policy:
 - a. One percent (1%) for submission/approval of the List of Subcontractors/Suppliers.
 - b. One percent (1%) for meeting/exceeding the MBE goal.
 - c. One percent (1%) for meeting/exceeding the WBE goal.
 - d. One percent (1%) for meeting/exceeding the AABE goal.
 - e. One percent (1%) for meeting/exceeding the SBE goal.

XI. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

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

- E. No work shall commence until City signs the contract document(s) and Respondent(s) 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.
- F. 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.
- G. **If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.**
- H. 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.
- I. Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City’s Ethics Code. (Discretionary Contracts Disclosure – RFP Attachment B)

- J. Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent contractor(s), responsible for its (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.
- K. Effective January 1, 2006, 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 conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract

discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk, if mailing a completed conflict of interest questionnaire, mail to Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Respondent should consult its own legal advisor with questions regarding the statute or form.

XII. SCHEDULE OF EVENTS

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

RFP Issue Date	October 29, 2008
Pre-Submittal Conference	November 5, 2008
Final Questions Accepted	November 24, 2008
Proposals Due	December 1, 2008
Interview(s)	Tentatively December 5, 2008

RFP ATTACHMENT A

RESPONDENT QUESTIONNAIRE

Part A - 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: _____

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.)

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: _____

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

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes No

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

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

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

6. **Local 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. _____

7. **County Operation:** If the Respondent does not have a San Antonio office, does the Respondent have an office located in Bexar County, Texas?

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

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

Years _____ Months _____

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

8. **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.

9. **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.

10. **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.

11. Provide any other names under which Respondent has operated within the last 10 years.

Part B - REFERENCES - Provide three (3) references that Respondent has provided with Community Needs Assessment services during the past three years.

Reference No. 1:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

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

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFP. List and describe relevant projects of similar size and scope performed over the past five years. Identify associated results or impacts of the project/work performed.
2. Describe Respondent's specific experience with public entity clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
3. Describe Respondent's specific experience with large urban public libraries.
4. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past.
5. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and their relevant experience on projects of similar size and scope.
6. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
7. Describe Respondent's familiarity with and understanding of the mission, function and operations of a public library.
8. Describe Respondent's expertise in the design and administration of questionnaires or surveys to determine community needs, and in the analysis of data obtained thereby, and in extrapolation of possible future trends from such data.
9. Describe Respondent's experience and expertise with multicultural communities.
10. Indicate Respondent's ability to conduct data-gathering activities associated with this project in Spanish, if necessary.
11. Additional Information - Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

Part D - PROPOSED PLAN - Prepare and submit the following items.

1. Operating Plan - Describe the proposed plan to conduct operations, including service categories specific tasks, staff assigned, and schedule of events with a timeline including milestones for completion of this project.
2. Outreach Plan - Describe plan to contact, survey and/or question the communities served by the San Antonio Public Library, and plan(s) for any other methodology(ies) that will be used to gather the data required.
3. Other Data Gathering – Describe plan(s) and methodology(ies), other than those mentioned in Item 2 above, that may be used to gather data necessary to completing this project.
4. Analysis and Reporting - Describe plan to analyze the data, estimate future trends, and report these findings.
5. Additional Information - Provide any additional plans and/or relevant information about Respondent’s approach to providing the required services.

RFP ATTACHMENT B

DISCRETIONARY CONTRACTS DISCLOSURE FORM

City of San Antonio

Discretionary Contracts Disclosure

For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)

Attach additional sheets if space provided is not sufficient.

(1) Identify any individual or business entity¹ that is a **party** to the discretionary contract:
 Note: At a minimum, the Respondent's name should be listed.

(2) Identify any individual or business entity which is a **partner, parent** or **subsidiary** business entity, of any individual or business entity identified above in Box (1):

No partner, parent or subsidiary; or

List partner, parent or subsidiary of each party to the contract and identify the corresponding party:

(3) Identify any individual or business entity that would be a **subcontractor** on the discretionary contract.

No subcontractor(s); or

List subcontractors:

(4) Identify any **lobbyist** or **public relations firm** employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.

No lobbyist or public relations firm employed; or

List lobbyists or public relations firms:

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

(5) Political Contributions
 List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

No contributions made; If contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:

(6) Disclosures in Proposals
 Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate [Section 2-43 of the City Code \(Ethics Code\)](#), (“conflicts of interest”) by participating in official action relating to the discretionary contract.

Party not aware of facts which would raise a “conflicts-of-interest” issue under Section 2-43 of the City Code; or

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature:	Title: Company or D/B/A:	Date:
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² For purposes of this rule, facts are “reasonably understood” to “raise a question” about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

RFP ATTACHMENT C

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.

1. 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

2. 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

3. 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 D

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY PROGRAM POLICY AND LIST OF SUBCONTRACTORS/SUPPLIERS FORM

SMALL BUSINESS PROGRAM

1. **Small Business Participation**

Pursuant to Ordinance No. 2007-04-12-0396, it is the policy of the City of San Antonio to involve Small, Minority, Women and African-American Owned Business Enterprises (S/M/W/AABE) to the greatest extent feasible in the City's discretionary contracts. The intent and purpose of the policy is to ensure that S/M/W/AABE firms have the opportunity to compete for City contracts without discrimination on the basis of race, color, religion, national origin, age, sex or handicap. To accomplish the objectives of the Small Business policy, the City has established specific goals for local S/M/W/AABE participation in this contract.

2. **DEFINITIONS** related to the Small Business Program Provisions:

- a. **Small Business Program:** the Small Business Economic Development Advocacy ("SBEDA") Program governed by this ordinance and managed by the SMALL BUSINESS Program Office.
- b. **Small Business Enterprises (SBE):** a corporation, partnership, sole proprietorship or other legal entity, for the purpose of making a profit, which is independently owned and operated and which meets the U.S. Small Business Administration (SBA) size standard for a small business. All firms meeting these thresholds will be considered an SBE.
- c. **Local Business Enterprise (LBE):** a corporation, partnership, sole proprietorship, or other legal entity which is headquartered within Bexar County for at least one year. For a branch office of a non-headquartered business to qualify as an LBE, the branch office must be located in Bexar County for at least one-year and employ a minimum of ten (10) residents of Bexar County for use at the local branch office.
- d. **Minority Business Enterprise (MBE):** a sole proprietorship, partnership, or corporation owned, operated, and controlled by a minority group member(s) who has at least 51% ownership. Minority group member(s) include African-Americans; Hispanic Americans; Asian-Pacific Americans; Asian-Indian Americans; American Indians; and Disabled Individuals. The minority group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an MBE, the enterprise shall be headquartered in Bexar County or the San Antonio Metropolitan Statistical Area (the SAMSA) for any length of time, or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the MBE's category of contracting for at least one year.
- e. **Woman Business Enterprise (WBE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by women who have at least 51% ownership. The woman or women must have operational and managerial control, interest in capital,

expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as a WBE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits or receives bids on or proposals for, City contracts within the WBE’s category of contracting for at least one year.

- f. **African-American Business Enterprise (AABE)**: a sole proprietorship, partnership, or corporation owned, operated and controlled by an African-American group member(s) who has at least 51% ownership. The African American Group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an AABE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the AABE’s category of contracting for at least one year.

3. Goals for Small Business Participation

The goals for the utilization and participation of SBE-MBE-WBE-AABE businesses on this contract are as follows:

MBE	31%
WBE	10%
AABE	2.2%
SBE	50%

Please note that a small business could be classified in multiple categories and thus their utilization could in theory be counted in each category of goals. For example, **Prime Contractor X** submits a proposal, which specifies that they intend to subcontract with Subcontractor A for 10% of the contract. Subcontractor A is certified by the City as an SBE and MBE (a male-owned Hispanic Business owner can be certified as an SBE and MBE). **Prime Contractor X** also intends to subcontract with Subcontractor B for 13% of the contract. Subcontractor B is certified by the City as SBE, MBE and a WBE (a female-owned Hispanic Business owner can be certified as SBE, MBE and WBE). In addition, **Prime Contractor X** also intends to subcontract 10% of the contract to Subcontractor C—a City certified SBE, MBE and AABE (a male-owned African-American business owner can be certified as both a MBE and as an AABE Business). **Prime Contractor X** is also classified as a local SBE. **Prime Contractor X’s** compliance with the Small Business goals under this scenario would be as follows:

	City’s Small Business Goals	Prime Contractor X’s Compliance
MBE	31%	33%
WBE	10%	13%
AABE	2.2%	10%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

Another example regarding compliance with the policy is as follows: **Prime Contractor Y** submits a proposal, which specifies that they intend to partner through a joint-venture agreement with Company D. Company D is certified by the City as both an SBE and MBE (a male-owned Hispanic Business—certified as an SBE and MBE). As part of their joint-venture agreement, Company D will perform on 32.5% of the contract. **Prime Contractor Y** also intends to subcontract 13% of the contract with Subcontractor F. Subcontractor F is a City certified SBE/MBE/WBE and AABE business. **Prime Contractor Y** is also classified as a local SBE. **Prime Contractor Y** compliance with the Small Business goals would be as follows:

	City's Small Business Goals	Prime Contractor Y's Compliance
MBE	31%	45.5%
WBE	10%	13%
AABE	2.2%	13%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

4. **List of Subcontractors/Suppliers Required**

Proposals shall include a List of Subcontractors/Suppliers, which shall identify the particular SBEs, MBEs, WBEs and AABEs to be utilized in the performance of a contract awarded pursuant to this RFP.

5. **MBE-WBE-AABE Certification Required**

Only companies certified as MBE, WBE, or AABE through the South Central Texas Regional Certification Agency (SCTRCA), or as approved by the City of San Antonio Director of Economic Development, can be applied towards the contracting goals. Proof of certification must be submitted.

6. **Small Business Program Information**

Interested contractors/proposers are encouraged to contact the Small Business Outreach Office for information regarding the City's Small Business Program Policy in accordance with the City's Communication Policy outlined in the solicitation document. Please call (210) 207-3900 or FAX: (210) 207-3909.

LIST OF SUBCONTRACTORS/SUPPLIERS

The Bidder/Proposer, _____, as part of the procedure for the submission of bid/proposals on a project known as _____, submits the following list of subcontractors/suppliers for proposed subcontracting areas (use additional sheets if necessary) to be used in the performance of work to be done on said project.

NAME OF SUBCONTRACTOR/SUPPLIER	SBE-MBE-WBE-AABE CERTIFICATION NUMBER	PERCENT AND DOLLAR AMOUNT OF SUBCONTRACT

The following section is to be completed if the contract (Project) is for less than \$200,000. Please list subcontracting solicitations to all SBE-MBE-WBE-AABE contractors for participation on project. If none, explain (exclude successful bidders listed above). Use additional sheets if necessary. **The contractor is expected to solicit participation on subcontracts from available MBE-WBE-AABE-SBEs under this contract.**

NAME OF COMPANY PERFORMING WORK	SBE-MBE-WBE-AABE CERTIFICATION NUMBER	REASON FOR REJECTION

Only companies certified as an MBE, WBE, AABE or SBE by the City of San Antonio or its certifying organization can be applied toward the contracting goals. All MBE-WBE-AABE-SBE subcontractors or suppliers must submit a copy of their certification certificate through the Prime Contractor. Proof of certification must be attached to this form. If a business is not certified, please call the Small Business Program Office at (210) 207-3900 for information and details on how subcontractors/suppliers may obtain certification.

It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of Economic Development and Director of the appropriate contracting department (through the submittal of the Request for Approval of Change to Affirmed List of Subcontractors/Suppliers).

AFFIRMATION

I HEREBY AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

NAME AND TITLE OF AUTHORIZED OFFICIAL: _____
 SIGNATURE: _____ DATE: _____

RFP ATTACHMENT E
PRICING SCHEDULE

Price to City

Total Price to Provide Proposed Services to City: \$_____

RFP ATTACHMENT F

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:

INSURANCE

- A) Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Library Department, which shall be clearly labeled "Community Needs Assessment Survey" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Library Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
- B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.
- C) A Respondent's financial integrity is of interest to the City; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, 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:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$500,000 per occurrence; \$1,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability

*b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	Coverage
3. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>C</u> ombined <u>S</u> ingle <u>L</u> imit for <u>B</u> odily <u>I</u> njury and <u>P</u> roperty <u>D</u> amage of \$500,000 per occurrence
4. Professional Liability (Claims Made Form)	\$500,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission in professional services.

D) The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Respondent shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

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

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers’ compensation and professional liability policies;
- Provide for an endorsement that the “other insurance” clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
 - Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- F) Within five (5) calendar days of a suspension, cancellation 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 contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- G) In addition to any other remedies the City may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.
- H) Nothing herein contained shall be construed as limiting in any way 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.
- I) It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- J) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

RFP ATTACHMENT G

INDEMNIFICATION REQUIREMENTS

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

INDEMNIFICATION

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

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

RFP ATTACHMENT H
SIGNATURE PAGE

The undersigned certifies that (s)he is authorized to submit this Proposal on behalf of the entity named below:

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.)

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

By signature(s) above, Respondent(s) agrees to the following:

1. 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.
2. 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.
3. 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.
4. Respondent agrees to fully and truthfully submit a Respondent Questionnaire and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.
5. To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

RFP ATTACHMENT I
PROPOSAL CHECKLIST

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

Tab in Proposal	Document	Initial to Indicate Document is Attached to Proposal
	Table of Contents	
A	Respondent Questionnaire (RFP Attachment A)	
B	* Discretionary Contracts Disclosure (RFP Attachment B)	
C	Litigation Disclosure (RFP Attachment C)	
D	* List of Subcontractors/Suppliers (RFP Attachment D)	
E	Pricing Schedule (RFP Attachment E)	
F	Proof of Insurability <ul style="list-style-type: none"> • Insurance Provider's Letter • Copy of Current Certificate of Insurance 	
H	* Signature Page (RFP Attachment H)	
I	Proposal Checklist (RFP Attachment I)	
	One (1) Original, Eight (8) Copies, and one (1) CD of entire Proposal in PDF format.	

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