

CITY OF SAN ANTONIO

ECONOMIC DEVELOPMENT DEPARTMENT



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

for

DISPARITY CAUSATION ANALYSIS STUDY

RFP 13-050, 6100002874

Release Date: October 28, 2013
Proposals Due: December 6, 2013

This solicitation has been identified as High-Profile.

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

- 1 legal signatory of a high-profile contract;
- 2 any individual seeking a high-profile contract;
- 3 any owner or officer of an entity seeking a high-profile contract;
- 4 the spouse of any of these individuals;
- 5 any attorney, lobbyist or consultant retained to assist in seeking contract.

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

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003 - BACKGROUND

The Supreme Court's landmark decisions in *J.A. Croson v. City of Richmond* in 1989 and *Adarand Constructors, Inc. v. Peña* in 1995 set forth a legal standard of "strict scrutiny," which requires federal, state and local governments operating race/gender-conscious business contracting programs to provide a strong basis in evidence of ongoing effects of discrimination in their relevant contracting markets as a prerequisite to the consideration of such remedies. As a result, in the years following these decisions, litigation has resulted in the suspension or termination of numerous minority and/or women-owned business enterprise ("M/WBE") programs. Throughout the past decade, disparity studies have been overwhelmingly viewed as the preferred method for gathering the necessary statistical and anecdotal evidence for an assessment as to whether there is a sufficiently "strong basis" in evidence of ongoing effects of discrimination against M/WBEs to warrant consideration of race/gender-conscious remedial programs. M/WBE programs may include a combination of race/gender-neutral and race/gender-conscious measures to accomplish program objectives for remedying the ongoing effects of marketplace discrimination upon M/WBE firms. A contract-specific determination regarding the use of race/gender-neutral measures vs. race/gender-conscious measures should be based upon the degree of evidence of the ongoing adverse effects of discrimination upon the ability of M/WBE firms to compete for similar contracting opportunities within the relevant industry and within the relevant geographic market, and upon additional analysis regarding the efficacy of race/gender-neutral measures, in and of themselves, to fully remedy such adverse effects. Analysis of such quantitative and qualitative evidence is the guiding principle for determining the "narrowly tailored" circumstances under which an agency may appropriately apply race- and gender-conscious remedial measures to a contract bid solicitation.

The City of San Antonio ("City"), seeks submittals in response to this Request for Proposal ("RFP") from a Respondent qualified and experienced in conducting a disparity study update, thereafter referred to as "Study Update", of the City's relevant marketplace for purchasing goods and services. Such Update Study shall be conducted in a manner that is consistent with constitutional law, controlling local legal precedents, and best industry standards and practices. The Selected Respondent shall conduct a disparity analysis based upon the availability and utilization of ready, willing, and able M/WBEs in the relevant market area, evaluate the procurement and contracting practices of the City and private sector enterprises to identify barriers or impediments to the utilization of M/WBE firms, evaluate the success of the current Small Business Economic Development Advocacy ("SBEDA") program in remedying such identified barriers, and make recommendations as to how the City can lawfully improve its contracting practices to be more inclusive of M/WBEs.

The City's last disparity study was conducted in 2006 as part of the San Antonio Regional Disparity Study Consortium, to determine if there was a compelling interest for the City to establish a more narrowly-tailored SBEDA program. The disparity study results indicated that while City utilization of M/WBE firms was somewhat improved by the City's SBEDA Program, there were still significant statistical disparities in certain industry segments, and overall, there was a strong basis in evidence that ongoing effects of marketplace discrimination caused the City to be a passive participant in private sector discrimination. Based on the results of that disparity study, City Council approved the revised version of the SBEDA Ordinance (2010-06-17-053) in June 2010, which became effective January 1, 2011. Currently, the City's SBEDA program uses race-neutral small business enterprise ("SBE") and race conscious M/WBE affirmative procurement initiatives ("APIs") to accomplish the program objectives. Pursuant to the SBEDA Ordinance, the City must undertake a comprehensive update of the full disparity study by July, 2015 and make recommendations to the City Council regarding proposed modifications to procedures or changes to the substance of the SBEDA Program based upon Study Update findings.

The City desires to undertake all necessary and reasonable steps to lawfully ensure that M/WBEs are afforded equitable opportunities to participate in local government and other contracts within the relevant marketplace from which the City routinely purchases significant quantities of goods and services. The City is keenly interested in ensuring that its public contracting and purchasing funds are not spent in a manner that in any way contributes to, or perpetuates, the effects of marketplace discrimination. The City is therefore requiring Respondents to conduct various work elements in a Study that:

- a) Determines from the most accurate available data sources the relative availability of M/WBEs that are ready, willing and able to do business with the City within the relevant market area(s);
- b) Identifies the nature of, and determines the extent to which, any barriers may have resulted in disparities in the utilization of available M/WBEs in public and private sector contracts;
- c) Analyzes the contracting and procurement data of the City to determine its respective M/WBE utilization, as well as the City's collective utilization as a whole, of M/WBEs enterprises;
- d) Determines the extent to which any identified disparities in the utilization of available M/WBEs by the City might be impacted by discrimination;
- e) Identifies and summarizes related findings from previous disparity studies and research encompassing the relevant marketplace from which the City routinely purchases goods and services;

- f) Analyzes the effectiveness of various race- and gender-neutral remedies and practices previously undertaken in the relevant marketplace;
- g) Recommends programs, policies, and practices that are narrowly tailored to remedy the ongoing effects of any identified discrimination and to reduce or eliminate any other marketplace barriers that adversely affect the utilization of such M/WBEs by the City;
- h) Applies the preceding scope of work to small business enterprises as appropriate; and
- i) To the extent warranted by the Study Update findings, recommends the suspension, continuation, or expansion of narrowly-tailored race and gender-specific remedies and provides additional suggestions for improving the efficiency and effectiveness of the present SBEDA program.

This is considered a “High-Profile Contract” solicitation (as explained on the initial page of this Request for Proposal (RFP)). All responses and information provided is subject to the Texas Public Information Act.

004 - DEFINITIONS

For purposes of this RFP, a “**minority owned business**” is any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the City. To qualify as a minority owned business enterprise (“MBE”), the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term “MBE” as used in the SBEDA Ordinance is not inclusive of women-owned business enterprises (“WBEs”).

Minority Group Members - African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

African-Americans: Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian, or West Indian.

Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.

Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

Native Americans: Persons having no less than 1/16th percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

For purposes of this RFP, a “**woman owned business**” is any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term “WBE” as used in the SBEDA Ordinance is not inclusive of MBEs. The term “**MBEs**” means minority-owned business enterprises, the term “**WBEs**” means women-owned business enterprises, and the term “**M/WBEs**” means the combination of minority- or women-owned business enterprises.

For purposes of this RFP, a “**Small Business Enterprise**” or “**SBE**” is a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

For purposes of this RFP, a “**S/M/WBE**” refers to the combination of the SBE Program and M/WBE Program features contained in the SBEDA Ordinance.

For purposes of this RFP, the term **Significant Business Presence** means that to qualify for the SBEDA Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (“SAMSA”), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

005 - SCOPE OF SERVICE

The Economic Development Department (“EDD”) through the Small Business Office (“SBO”) is responsible for the execution and administration of the SBEDA Program. A major component of the SBEDA program is to conduct a disparity study update to evaluate whether barriers exist in the relevant marketplace that may prevent M/WBEs from participating in the City’s and private sector contracting opportunities. Therefore, as mandated in Section III.E.5 of the SBEDA Ordinance, the City is seeking a Respondent to conduct a Study Update to determine if there is a strong basis in evidence of discrimination in the City’s contracting practices and / or adversely affecting its utilization of M/WBE firms separately for each industry segment from which the City makes significant purchases.

The Study Update will be based on three years of historical data, from January 1, 2011 to December 31, 2013. The Study Update should include statistical analysis, empirical evidence and an assessment of any anecdotal and qualitative evidence of discrimination. Anecdotal evidence may include evidence of discrimination and other barriers to obtaining bonding, insurance and financing which result in disparities in business formation, business opportunities and earnings. The Study should also quantify the magnitude of any differences between availability and contract participation of M/WBEs both as prime contractors and subcontractors. The Study Update will include a statistically accurate, detailed and comprehensive definition of the measures undertaken to calculate availability and utilization of M/WBEs and will describe all methodologies used in detail.

In analyzing M/WBE availability, utilization, and any disparity, the Selected Respondent shall determine the extent to which:

- a. Underutilization, if any, may be the result of discrimination by the City, or discrimination and / or other factors existing within the relevant industry(ies) in the relevant marketplace;
- b. Certain types of discriminatory practices may exist within specific industries, trades, procurement and service areas in the relevant geographic markets from which the City purchases most of its goods and services; and
- c. Any identified discriminatory practices may have hindered or impeded the ability for M/WBEs to compete for, and participate on, City’s contracts (whether as prime contractors or subcontractors).

If the Selected Respondent identifies statistically significant underutilization of M/WBEs, and if the Selected Respondent finds that such underutilization resulted, in part, from discrimination, the Respondent will recommend narrowly tailored remedial programs to address the effects of any such identified discrimination and to discourage its reoccurrence. In recommending remedial programs, the Respondent will assess the extent to which the effects of discrimination can be addressed through race- and gender-neutral means. To the extent the Respondent determines that neutral remedies alone will be insufficient to fully remedy the effects of identified discrimination, the Respondent shall propose race- and gender-conscious remedies that are narrowly tailored to address the effects of the discrimination. The Respondent will also assess: (a) the extent to which other barriers unrelated to race or gender may be adversely affecting contract participation by M/WBEs; and (b) the efficacy of race- and gender-neutral policies and programs previously used by the City and others to address those identified barriers. Where appropriate, the Respondent shall propose modifications or alternatives to existing policies, programs, and administrative practices to address such barriers.

The City expects the proposed Study Update to contain:

- I. All necessary findings of fact and legally defensible methodologies sufficient to withstand legal challenge in accordance with published case law and applicable statutory framework.
- II. The number of “ready, willing and able” M/WBEs available to participate in the City’s SBEDA Program by major racial/ethnic and gender categories, in the relevant marketplace; for each of the industry categories set forth by the City
 - a) The Study Update will provide an accurate assessment of availability for M/WBEs for each industry category for the relevant marketplace, by conducting a Custom Census analysis through the City CVR (“Centralized Vendor Registration”) system, surveys and other relevant data sources;
 - b) The Study Update will further provide statistically valid estimates of availability of M/WBEs that are ‘ready, willing and able’ to work with the City compared to the total business population of the relevant market area within the specified industry categories and by major racial/ethnic and gender categories;

- c) The Study Update will provide detailed narratives describing the data collection and review methods; including a review of available directories of certified M/WBE firms, bidder(s) lists, if any, and other pertinent information, as appropriate;
 - d) The Study Update will compare and contrast the characteristics of M/WBE firms certified through South Central Texas Regional Certification Agency with the general non-certified business population of M/WBEs in the specified industry categories in the relevant marketplace.
- III. Evidence of any discrimination of M/WBEs in City's contracting processes using the City's M/WBE utilization tracking database at both prime contractor and subcontractor levels;
 - IV. Analysis of private sector firms, their contracting practices and utilization of M/WBEs within the relevant industry segments and the relevant market area, both at prime and subcontractor levels to determine whether discrimination exists and to what extent it may affect City contracting and render the City as a passive participant in private sector contracting practices;
 - V. Data regarding other public entities' utilization of M/WBEs and document significance of the findings, in the relevant marketplace; to the extent necessary and possible;
 - VI. Anecdotal evidence gathered from businesses, business owners, community stakeholders, trade organization representatives, and Chambers of Commerce, regarding various barriers encountered in the course of conducting business in the relevant marketplace, including, but not limited to, various forms of marketplace discrimination, bidding specifications, requirements, and procedures, and anti-competitive practices. This evidence may include interviews, surveys, focus groups, public hearings, and other methods approved by the SBO;
 - VII. Proposed corrective actions appropriate to remedy any identified past or current discrimination after a thorough review of the contracting and procurement policies and procedures;
 - VIII. Revisions necessary for local M/WBE programs; registration and certification related issues, building capacity of businesses and compliance monitoring that are legally defensible and will assist the City to address, if any, existing disparities;
 - IX. Assessments of the performance of the SBEDA Program in addressing major S/M/WBE Program objectives as outlined in Section III. E. 10. of the SBEDA Ordinance including, but not limited to, enhancement of competition as reflected in solicitation response activity, growth in availability and business capacity for SBE and M/WBE firms, removal of barriers to SBE and M/WBE contract participation, reduction or elimination of disparities in contract awards and contract payments to M/WBE firms in City contracts. Other specific performance measures by which the success of the S/M/WBE Program might be evaluated (depending upon the availability of data) include: (a) growth in the numbers of SBE and M/WBE firms winning their first contract awards from COSA; (b) growth in the overall SBE and M/WBE Prime Contracting dollar volume; (c) growth in the numbers of SBE and M/WBE firms that are bondable and in the collective bonding capacity of SBE and M/WBE firms; (d) growth in the numbers of SBE and M/WBE firms that successfully graduate from the programs and remain as viable competitors after the passage of two years; (e) growth in the numbers of graduated SBE and M/WBE firms that successfully compete for COSA contracts; (f) growth in the size of the largest COSA contracts won and successfully performed by SBE and M/WBE firms; (g) comparability in the annual growth rates and median sales of SBE firms and M/WBE firms as compared to other firms; and (h) growth in the percentage of contract dollar participation of M/WBE firms in the private sector of the Relevant Marketplace. The Study Update should also contain any recommendations for modifications, suspension or termination of any portion of this Ordinance, with justifications for each such recommendation.

The Study work elements requested in this RFP will be used to aid the City in evaluating and improving current methods of contracting and procurement to enhance competition and to ensure equitable participation of all segments of its business population. The Study results and recommendations will serve as a reference document in the creation of policies, standards and practices. To assist in reaching the objectives set forth by the City, for each of the work elements specified below, the Selected Respondent is required to use data sources and methodologies for analysis that are consistent with the most recent and controlling legal standards including, but not limited to, the following:

Work Element I: Availability

In performing Work Element I, the Selected Respondent shall review and evaluate the historical contracting and procurement policies, procedures and practices of the City during the relevant study period. In addition, the Selected Respondent shall examine available data and reports from physical records and any computer data tracking systems to:

- a) Define the relevant geographic market(s) by industry, for purposes of assessing the availability of prime contractor and subcontractor M/WBEs to participate on the City contracts, based upon the smallest contiguous region from which the City purchases the large majority (i.e., approximately 75% of the dollar value) of those particular goods or services; and define the relevant geographic market based upon the discrete industry or industries from which such purchases are made;
- b) Develop and administer a custom census for the relevant marketplace to provide an accurate calculation of the current availability M/WBEs in the relevant marketplace;
- c) Develop a representative list of commodities and services typically procured by the City;
- d) Classify the categories of contracts for goods, services and construction typically awarded by the City (based on National Institute of Governmental Purchasing or "NIGP" codes and / or North American Industrial Classification ("NAICS") and the dollar amounts spent in each category (**Note: to the extent both NIGP and NAICS codes are used, provide a concordance or cross-reference key for each commodity code that is included within the broader industry category);
- e) Determine the availability of M/WBEs (by ethnic group and gender) in the relevant market area for each category of goods, services and construction procured by the City (based on NIGP and/or NAICS codes). In analyzing availability, the Selected Respondent is required to precisely define its measure of availability and explain how such availability was calculated. The analysis of availability shall encompass all goods and services procured by the City (including professional services, goods, construction and other services), and shall identify the relative percentage of M/WBEs that are available (by ethnic group and gender) in the relevant market area for each category of goods, services and construction procured. Determine the availability of certified SBE in the relevant market area as reflected in SBA, SAM, and other appropriate regional or federal databases and, to the extent possible, estimate the availability (in each category of goods and services) of non-certified firms that appear to be eligible to meet the requirements for such race-neutral business categories;
- f) Examine, summarize, and compare the availability measures for the City's relevant categories of contracts (e.g., construction, architectural and engineering, professional services, goods, and other services) as established in other similar studies completed in the relevant geographic market since 1992.
- g) Compare availability of South Central Texas Regional Certification Agency ("SCTRCA") certified M/WBEs (by ethnic group and gender) in the relevant marketplace databases with the general business population, and to the extent possible, determine the availability of these certified M/WBEs within the specified industry categories and major racial/ethnic and gender categories.

Work Element II: Utilization, Maximum Practical Capacity, Disparity Study Index, and Statistical Analysis

In performing Work Element II, the Selected Respondent shall:

- a) Extract data from the City's M/WBE utilization tracking database (B2GNow), determine the utilization of M/WBEs (by ethnic group and gender) by the City for the period January 1, 2011- December 31, 2013 through a review of all, or a statistically significant portion, of the City's respective contracts for all industry segment categories and commodity codes identified in Work Element I;
- b) In keeping with current case law and appropriate statistical research methodology, determine the appropriate methodology for extraction and analysis of procurement and contract data related to the Study Update for the City during the relevant study period;
- c) Determine the utilization of M/WBEs by non-M/WBE firms on private and public sector contracts within the relevant market area for all industry segment categories identified in Work Element I.
 - a. Devise a Disparity Model and, using such model, calculate any disparity existing between City's utilization of M/WBEs and the availability of M/WBEs in the overall relevant market area. The Disparity Model should be created by using appropriate statistical methodology, and will be a model consistent with the standards established by *City of Richmond v. J.A. Croson Co.*, 488 U.S. 469, 109 S.Ct. 706 (1989); *Adarand Constructors, Inc. v. Peña*, 515 U.S. 200 (1995); and other cases applicable to the Fifth Circuit or the State of Texas. In addition, the Selected Respondent shall appropriately consider other relevant case law applying standards from *Croson*, such as *Concrete Works v. City and County of Denver*, 321 F.3d 950 (10th Cir., Feb. 10, 2003), cert. denied. If a disparity is found to exist, the relevance and significance of such disparity shall

be documented and explained through statistical analyses, comparing the City's utilization of M/WBEs with the availability of such firms in the relevant market area, categorized by industry segment, race, ethnicity, and gender;

- b. Using linear regression analysis or any other appropriate quantitative method of analysis, compare prime contractors' utilization of available M/WBE subcontractors on City contracts with that same group of prime contractors' utilization of the available M/WBE subcontractors on similar private sector contracts within the relevant market. To the extent possible, establish a nexus between private sector discrimination and City's prime contracts by comparing and matching (by individual firm name) those prime contractors that have received contracts both from City and from private sector projects. Then for that subset of prime contractors, compare M/WBE subcontract utilization on City's contracts with their M/WBE subcontract utilization on similar private sector projects. For each such prime contractor, analyze and compare its disparities in M/WBE subcontract utilization on City contracts with any such disparities that have occurred on its private sector contracts. For this analysis, use building permit data, Reed Construction data, and/or any other appropriate private data sources;
- d) Perform a probit or logit regression or other quantitative analysis based upon survey results to determine the extent to which identified disparities may be attributable to various factors including race and gender of ownership, firm age, number of employees, level of revenues, and other factors that might appear to be neutral on their face (such as length of time in business and firm size). Based upon elasticity of supply to meet demand as demonstrated in annual rates of overall firm growth by industry, examine the extent to which differences in firm capacity are a plausible explanation for significant statistical disparities in utilization. In performing such analysis, the Selected Respondent shall review relevant economic literature to support its selection of relevant variables for the analysis;
- e) Using City's M/WBE tracking database (B2GNow), the City's CVR, and other available industry-specific databases (for e.g. Public Use Microdata Samples PUMS), examine the extent to which business self-employment rates in the relevant market are affected by race and gender. In undertaking this analysis, control for various business owner characteristics such as sex, marital status, age, education, access to capital, spouse's income, home ownership, number of children living at home, personal handicaps, etc. Also compare the actual availability of M/WBE firms with expected or potential availability of M/WBE firms if minorities and women were to form businesses at the same rates as white persons with similar characteristics.

Work Element III: Qualitative Data

In performing Work Element III, the Selected Respondent shall:

Evaluate anecdotal or qualitative evidence to determine the extent to which any identified disparity has likely been caused, in part, by unlawful race or gender discrimination. This will entail identifying, collecting and evaluating any and all relevant statistical, historical, sociological and anecdotal evidence directly from business firms and from any previously conducted studies, public hearings, or surveys from relevant marketplace. Appropriate methodologies for conducting primary research to gather such anecdotal evidence might include, but not be limited to, the following:

- a) in-depth personal interviews of business firms, government procurement personnel, and trade association representatives;
- b) telephone surveys;
- c) mail surveys;
- d) focus groups;
- e) public hearings;
- f) media archives.

This Work Element requires the collection and documentation of any particularized accounts of marketplace discrimination, and a report that summarizes the forms of identified past or ongoing discrimination (e.g., unequal access to financing, unfair denial of contract awards, unfair denial of opportunities to bid, good-old-boy networks, bid shopping / bid manipulation, price discrimination by suppliers, double standards in performance, etc.) that may have impeded the formation, growth, availability, or utilization of M/WBEs within the relevant marketplace. Similarly, the report should summarize other "neutral" barriers reflected in that anecdotal evidence that may have impeded the formation, growth, availability, or utilization of M/WBEs within the relevant marketplace (e.g., unnecessarily restrictive contract specifications, ineffective outreach, onerous experience requirements, contract bundling, pre-qualification requirement, etc.). This analysis shall determine if discrimination in the public or private sector has likely had an adverse effect on the ability of M/WBEs to compete successfully within the City's contracting and procurement processes.

Work Element IV: Remedies

In performing Work Element IV, the Selected Respondent shall:

- a. Identify and evaluate the effectiveness of any race-/gender-neutral initiatives that have been used by the City or others to eliminate discrimination and/or increase M/WBE participation in public contracting. Determine also the availability or race-/gender-neutral alternatives for enhancing equal business opportunities and assess the potential effectiveness of such programs in fully eliminating the effects of any identified discrimination against M/WBEs;
- b. Prepare and submit recommendations to the City to improve or modify its contracting and procurement processes, as well as its administration of the SBEDA Ordinance, to the extent necessary to ensure that all businesses, including M/WBEs, have a fair, equitable and adequate opportunity to participate in the procurement and contracting processes; and
- c. Provide, in format(s) approved by the City, a computerized database of all data and records developed in performing the Services that will permit future use of such data and records by the City;

Deliverables

In order to provide the minimum deliverables as specified, the Selected Respondent will be expected to perform the tasks delineated below at appropriate points during the Project. However, this list is not exhaustive. The Selected Respondent will be expected to perform all tasks necessary to provide the agreed upon deliverables in accordance with applicable legal and industry standards, regardless of whether such tasks are on the list below.

- a) Interview government staff, elected and appointed officials that are responsible for issuing contracts for construction, architecture and engineering and other professional services, and the procurement of goods and other services regarding the methods of contracting and types of contracts issued, procurement policies, actual procurement practices, and the market areas covered by solicitations, advertising and mailing;
- b) Obtain and analyze prior disparity and availability studies that relate to the relevant market area and, to the extent possible, reconcile or distinguish those studies with the current findings of the Study Update;
- c) Research and analyze through the City computer-based data systems the level of M/WBE availability and utilization by M/WBE category in the relevant market area with respect to each type of contract typically awarded by the City (based on NIGP codes and/or NAICS codes). Consult with any M/WBE, SBE, or DBE program staff, trade association representatives, office records, and business directories for information regarding the number and identity of M/WBEs in the relevant market;
- d) Design and administer a survey of contractors, subcontractors, vendors and consultants (by ethnic group and gender) as to the type of work, capacity and utilization on various types of contracts, reasons for levels of utilization, identification of any forms and instances of discrimination (past or present) experienced by survey respondents, the effects and sources of past or present discrimination, and interest in bidding (or submitting proposals) on the City contracts;
- e) Analyze any available judicial or administrative public hearing transcripts, summaries, or findings as to allegations of commercial discrimination made against contractors, subcontractors, vendors, consultants and local government agencies;
- f) Conduct primary in-depth interviews of a cross section of business owners (i.e., various ethnic, gender, and industry categories) in the relevant marketplace to identify barriers to business formation, utilization, and growth. Document any particularized accounts of marketplace discrimination, including details about the forms of discrimination experienced (e.g., stereotypical attitudes, good old boy networks, unequal access to capital, unfair denial of opportunity to bid) and background about particular incidents (i.e., who, what, when, why, how). Also interview minority and non-minority trade association representatives and government staff that may have some insight into general industry and market dynamics that may be affecting the formation, growth, and participation of M/WBE firms. Summarize all anecdotal evidence collected and analyzed, including that obtained from similar studies conducted within the relevant geographic market.
- g) Draft a detailed report (with related appendices) of relevant findings and recommendations, and an executive summary of those findings and policy recommendations.
- h) Assist City staff, as necessary, in preparation of testimony and presentation of Study Update findings and recommendations to their respective governing bodies.

- i) Assist in the development or modification of specific administrative practices, procedures and / or policies that are supported by the Study Update findings.
- j) Analyze statistical disparities in M/W/BE business formation and projected growth rates. This may include the number of paid minorities and women in relevant companies;
- k) Analyze statistical disparities concerning the access by M/W/BE firms to commercial capital, credit, bonding, and business, family, and social networks, as compared to non-M/W/BE firms;
- l) Provide a statistical comparison of public sector utilization (non-City) to availability categorized by industry and by major racial/ethnic and gender categories to determine any public sector disparity ratios in the relevant market area;
- m) Provide a statistical comparison of private sector utilization to availability categorized by industry and by major racial/ethnic and gender categories to determine any private sector disparity ratios in the relevant market area;
- n) Evaluate the effectiveness of any race/gender neutral initiatives that have been used by the participating entities;
- o) Recommendations for activities to remedy the effects of any disparity identified and to reduce or eliminate any marketplace barriers that adversely affect the contract participation of such minority and woman owned businesses and other activities of the participating entities;
- p) Proposed actions to improve or modify the contracting and procurement processes of the participating entities to ensure that all minority and woman-owned businesses have a fair and adequate opportunity to participate in the procurement and contracting processes; and
- q) Provide recommendations for narrowly-tailored race/gender-conscious measures to remedy identified ongoing effects of marketplace discrimination and to improve or modify the contracting and procurement processes so that all businesses have a fair and adequate opportunity to participate in the procurement and contracting processes.

005 - ADDITIONAL REQUIREMENTS

Intellectual Property.

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

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

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

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 Agreement,

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 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.

006 - TERM OF CONTRACT

It is anticipated that the term of the contract shall commence March 2014 and shall continue through May 2015. The City may terminate this contract at any time if funds are restricted, withdrawn, not approved or service is unsatisfactory; it being understood that funds for each calendar year covered by any resulting contract will be requested and, if approved, will be provided as part of the City's budget for each fiscal year.

007 - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at the City of San Antonio, Finance Department – Purchasing Division, 11th Floor Large Conference Room, 111 Soledad, San Antonio, Texas 78205 at 10:30 a.m., Central Time, on Friday, November 8, 2013 Respondents are encouraged to prepare and submit their questions in writing 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 that are not able to attend in person may participate by Conference Call to include webinar, if requested.

For Conference Call, Respondents may call the toll free number listed below and enter access code to participate the day of the conference.

Toll Free Dial-In Number: 1-877-226-9790
Access Code: 4511640

For webinar viewing requests, please contact Grace Solis at grace.solis@sanantonio.gov to obtain access. **Access to the webinar must be requested no later than 48 hours prior to the Pre-Submittal Conference.**

This meeting place is accessible to disabled persons. The Riverview Towers Building is wheelchair accessible. The accessible entrance is located at 111 Soledad. 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 response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal 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.

If submitting a hard copy proposal, submit one (1) original, signed in ink, ten (10) hard copies, and one (1) copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal. Each of the items listed below must be labeled with the heading indicated below as a separate file on the CD.

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

TABLE OF CONTENTS

EXECUTIVE SUMMARY. The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.

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.

PRICING SCHEDULE. Use the Pricing Schedule that is found in this RFP as Attachment B.

CONTRACTS DISCLOSURE FORM. Use the Form in RFP Attachment C which is posted separately or Respondent may download a copy at:

<https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>

Instructions for completing the Discretionary Contracts Disclosure form:

Download form and complete all fields. All fields must be completed prior to submitting the form.

Click on the "Print" button and place the copy in your proposal as indicated in the Proposal Checklist.

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

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

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

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.

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

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.

009 - CHANGES TO RFP

Changes to the RFP, made prior to the due date for proposals shall be made directly to the original RFP. Changes are captured by creating a replacement version each time the RFP is changed. It is Respondent's responsibility to check for new versions until the proposal due date. City will assume that all proposals received are based on the final version of the RFP as it exists on the day proposals are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP.

010 - SUBMISSION OF PROPOSAL

Proposals may be submitted electronically through the portal or in hard copy format.

Submission of Hard Copy Proposals.

Respondent shall submit one (1) original, signed in ink, ten (10) hard copies, and one (1) copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "DISPARITY CAUSATION ANALYSIS STUDY" on the front of the package.

Proposals must be received in the City Clerk's Office no later than, 2:00 p.m., Central Time, on Friday, December 6, 2013 at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the City Clerk's Office by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

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

Physical Address:

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

Proposals sent by facsimile or email will not be accepted.

Submission of Electronic Proposals. Submit one proposal electronically by the due date provided on the Cover Page. All times stated herein 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 thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder. The use of recycled paper and materials 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, in the case of hard copy submissions, printed two-sided. Margins shall be no less than 1" around the perimeter of each page. Websites, or URLs shall not be submitted in lieu of the printed proposal or electronic submission through City's portal. Each proposal must include the sections and attachments in the sequence listed in the RFP Section 008, Proposal Requirements, and each section and attachment must be indexed and, for hard copy submissions, divided by tabs and indexed in a Table of Contents page. For electronic submissions, whether through the portal or on a CD, 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 due date for submission of proposals and submitted in the same manner as original proposal. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the Original proposal is being withdrawn. For electronic proposals, a modified proposal will automatically replace a prior proposal submission.

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 Economic Development 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 twenty (120) 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 communicating with: 1) 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; and 2) 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 Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

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

Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **5:00 p.m.**, Local Time, on Tuesday, **November 12, 2013**. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail or through the portal

Grace Solis, Procurement Specialist III
City of San Antonio, Finance Department
Grace.Solis@sanantonio.gov

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

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form. The point of contact is Edson Zavala. Mr. Zavala may be reached by telephone at (210) 207-3962 or by e-mail at edson.zavala@sanantonio.gov. *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations, initiated by City staff persons, shall not be considered a violation by Respondent of this section.

012 - EVALUATION OF CRITERIA

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

Evaluation criteria:

Experience, Background, Qualifications (20 points)

Proposed Plan (20 points)

Price (30 points)

SBEDA - SBE Prime Contract Program – 10 pts.

Certified SBE firms headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime Contractors proposing at least 51% SBE participation (Prime and/or Subcontractor) will receive **ten (10) evaluation criteria percentage points, and**

SBEDA - M/WBE Prime Contract Program –10 pts.

Certified M/WBE firms (see *Minority/Women Business Enterprise* definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime Contractors proposing at least 51% M/WBE participation (Prime and/or Subcontractor) will receive **ten (10) evaluation criteria percentage points.**

No evaluation criteria percentage Points will be awarded to non-SBE or non-M/WBE Prime Contractors through subcontracting to certified SBE or M/WBE firms.

Local Preference (LPP) Ordinance – (up to 10 points)

10 evaluation points for local businesses headquartered within the incorporated San Antonio city limits,
or;

5 evaluation points for a business with an office within the incorporated limits of the City, which has been established for at least one year, 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 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.

013 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

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

The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.

City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.

City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.

The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.

Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City 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. (Contracts Disclosure – form may be found online at <https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>.)

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.

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 <http://www.ethics.state.tx.us/forms/CIQ.pdf>. 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 for answers to questions regarding the statute or form.

014 - SCHEDULE OF EVENTS

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

RFP Release Date	Monday, October 28, 2013
Pre-Submittal Conference	Friday, November 8, 2013 at 10:30 a.m. Local Time Access to the webinar must be requested no later than 48 hours prior to the Pre-Submittal Conference
Final Questions Accepted	Tuesday, November 12, 2013 at 5:00 p.m. Local Time
Proposal Due	Friday, December 6, 2013 at 2:00 p.m. Local Time

015 - RFP EXHIBITS

RFP EXHIBIT 1

SBEDA Ordinance Compliance Provisions

A. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements. In the absence of a waiver granted by the SBO, failure of a Prime Contractor to commit in its response, through fully-documented and signed SBO-promulgated Subcontractor/Supplier Utilization Plan form, to satisfying the SBE subcontracting goal shall render its response NON-RESPONSIVE.

Waiver Request - A Respondent may request, for good cause, a full or partial Waiver of a **specified subcontracting goal** included in this solicitation by submitting the *Respondent Subcontracting Waiver Request* form (which is available at <http://www.sanantonio.gov/SBO/Forms.aspx>) with its solicitation response. The Respondent's Waiver request must fully document subcontractor unavailability despite the Respondent's good faith efforts to comply with the goal. Such documentation shall include all good faith efforts made by Respondent including, but not limited to, which subcontractors were contacted (with phone numbers, e-mail addresses and mailing addresses, as applicable) and the method of contact. **Late Waiver requests will not be considered.**

Exception Request - A Respondent may, for good cause, request an Exception to the application of the SBEDA Program if the Respondent submits the *Exception to SBEDA Program Requirements Request* form (available at <http://www.sanantonio.gov/SBO/Forms.aspx>) with its solicitation response. The Respondent's Exception request must fully document why: (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.**

B. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2010-06-17-0531 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development (EDD) website page and is also available in hard copy form upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of this Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

C. Definitions

Affirmative Procurement Initiatives (API) – Refers to various Small Business Enterprise, Minority Business Enterprise, and/or Women Business Enterprise ("S/M/WBE") Program tools and Solicitation Incentives that are used to encourage greater Prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE program tools, see Section III. D. of Attachment A to the SBEDA Ordinance.)

Certification or "Certified" – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City accepts any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6 of Attachment A.

Centralized Vendor Registration System (CVR) – a mandatory electronic system wherein the City requires all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by

Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

Commercially Useful Function – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed. The use of S/M/WBE firms by CONTRACTOR to perform such “pass-through” or “conduit” functions that are not commercially useful shall be viewed by the CITY as fraudulent if CONTRACTOR attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE subcontractor or joint venture partner towards attainment of S/M/WBE utilization goals, and the CONTRACTOR and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

Evaluation Preference – an API that may be applied by the Goal Setting Committee (“GSC”) to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime CONTRACTORS or Respondents.

Good Faith Efforts – documentation of the CONTRACTOR’s or Respondent’s intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation within a solicitation response reflecting the Respondent’s commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SBE or M/WBE subcontract opportunities on the City of San Antonio website; solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office’s directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor’s posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.) The appropriate form and content of CONTRACTOR’s Good Faith Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.

HUBZone Firm – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

Independently Owned and Operated – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

Individual – an adult person that is of legal majority age.

Industry Categories – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering (A&E), Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as “business categories.”

Minority/Women Business Enterprise (M/WBE) – firm that is certified as a Small Business Enterprise and also as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

M/WBE Directory – a listing of minority- and women-owned businesses that have been certified for participation in the City’s M/WBE Program APIs.

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified a Small Business Enterprise and also as being at least fifty-one percent (51%) owned, managed and controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the CITY. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term “MBE” as used in this Ordinance is not inclusive of women-owned business enterprises (WBEs).

Minority Group Members – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

African-Americans: Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian, or West Indian.

Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.

Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

Native Americans: Persons having no less than 1/16th percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

Originating Department – the CITY department or authorized representative of the CITY which issues solicitations or for which a solicitation is issued.

Payment – dollars actually paid to CONTRACTORS and/or Subcontractors and vendors for CITY contracted goods and/or services.

Points – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, and Other Services contracts (e.g., up to 10 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

Prime Contractor – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City. For purposes of this agreement, this term refers to the CONTRACTOR.

Relevant Marketplace – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the MGT Studies, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

Respondent – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City. For purposes of this agreement, CONTRACTOR is the Respondent.

Responsible – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

Responsive – a firm’s submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

San Antonio Metropolitan Statistical Area (SAMSA) – also known as the Relevant Marketplace, the geographic market area from which the CITY’s MGT Studies analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

SBE Directory - a listing of small businesses that have been certified for participation in the City’s SBE Program APIs.

Significant Business Presence – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE’s performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

Small Business Enterprise (SBE) – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

Small Business Office (SBO) – the office within the Economic Development Department (EDD) of the CITY that is primarily responsible for general oversight and administration of the S/M/WBE Program.

Small Business Office Manager – the Assistant Director of the EDD of the CITY that is responsible for the management of the SBO and ultimately responsible for oversight, tracking, monitoring, administration, implementation and reporting of the S/M/WBE Program. The SBO Manager is also responsible for enforcement of contractor and vendor compliance with contract participation requirements, and ensuring that overall Program goals and objectives are met.

Small Minority Women Business Enterprise Program (S/M/WBE Program) – the combination of SBE Program and M/WBE Program features contained in the SBEDA Ordinance.

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor or CONTRACTOR in furtherance of the Prime Contractor’s performance under a contract or purchase order with the City. A copy of each binding agreement between the CONTRACTOR and its subcontractors shall be submitted to the CITY prior to execution of this contract agreement and any contract modification agreement.

Suspension – the temporary stoppage of the SBE or M/WBE firm’s beneficial participation in the CITY’s S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7 of Attachment A to the SBEDA Ordinance, or the temporary stoppage of CONTRACTOR’s and/or S/M/WBE firm’s performance and payment under CITY contracts due to the CITY’s imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

Subcontractor/Supplier Utilization Plan – a binding part of this contract agreement which states the CONTRACTOR’s commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR’s Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee.

Women Business Enterprises (WBEs) - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being a Small Business Enterprise and that is at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term “WBE” as used in this Agreement is not inclusive of MBEs.

D. SBEDA Program Compliance – General Provisions

As CONTRACTOR acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its Subcontractors with this term;
2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its Subcontractors or suppliers;
3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
4. CONTRACTOR shall immediately notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.
5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.
6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.
7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.
8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the CONTRACTOR and each of its Subcontractors for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System, and CONTRACTOR has represented to CITY which primary commodity codes each registered Subcontractor will be performing under for this contract.

E. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiatives to this contract. CONTRACTOR hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement:

SBE Prime Contract Program. In accordance with the SBEDA Ordinance, Section III. D. 5. (d), this contract is being awarded pursuant to the SBE Prime Contract Program, and as such, CONTRACTOR affirms that if it is presently certified as an SBE, CONTRACTOR agrees not to subcontract more than 49% of the contract value to a non-SBE firm;

M/WBE Prime Contract Program. In accordance with the SBEDA Ordinance, Section III. D. 6. (d), this contract is being awarded pursuant to the M/WBE Prime Contract Program and as such, CONTRACTOR affirms that if it is presently certified as an M/WBE (see *Minority/Women Business Enterprise* definition), CONTRACTOR agrees not to subcontract more than 49% of the contract value to a non-M/WBE firm;

M/WBE Subcontracting Program. In accordance with SBEDA Ordinance Section III. D. 6. (b), this contract is being awarded pursuant to the M/WBE Subcontracting Program. CONTRACTOR agrees to subcontract at least **seventeen percent (17%)** of its prime contract value to certified M/WBE firms headquartered or having a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA). The Subcontractor / Supplier Utilization Plan that CONTRACTOR submitted to CITY with its response for this contract (or, as appropriate, that it agrees to submit during the price proposal negotiation phase of this contract), and that contains the names of the certified M/WBE Subcontractors to be used by CONTRACTOR on this contract, the respective percentages of the total prime contract dollar value to be awarded and performed by each M/WBE Subcontractor, and documentation including a description of each M/WBE Subcontractor's scope of work and confirmation of each M/WBE Subcontractor's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Agreement. In the absence of a waiver granted by the SBO, the failure of CONTRACTOR to attain this subcontracting goal for **M/WBE firm participation** in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and grounds for termination of the contract with the CITY, and may result in debarment from performing future CITY contracts, withholding of payment for retainage equal to the dollar amount of the underutilization below the agreed upon **M/WBE subcontracting goal**, and/or shall be subject to any other remedies available under the terms of this Agreement for violations of the SBEDA Ordinance, or under any other law.

Subcontracting Diversity: The City of San Antonio strongly encourages each bidder to be as inclusive as possible, and to reach out to all segments of the M/WBE community in its efforts to exercise good faith in achieving the M/WBE subcontracting goal of 17% that has been established for this contract. While the relative availability of ready, willing, and able firms within various ethnic and gender categories will vary significantly from contract to contract based upon the particular trades that are involved, overall in the San Antonio Professional Services industry, as reflected in the City's Centralized Vendor Registration system for the month of October 2013, African-American owned firms represent approximately 2.36% of available subcontractors, Hispanic-American firms represent approximately 7.89%, Asian-American firms represent approximately 0.88%, Native American firms represent approximately 0.04%, and Women-owned firms represent approximately 4.23% of available professional services subcontractors.

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR 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. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company 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's certification of its compliance with this Commercial Nondiscrimination

Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

G. Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

H. Violations, Sanctions and Penalties

In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;
2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;
3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;
4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

1. Suspension of contract;
2. Withholding of funds;
3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
4. Refusal to accept a response or proposal; and
5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

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:

INSURANCE

A) Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City’s Economic Development Department, which shall be clearly labeled “Disparity Causation Analysis Study” in the Description of Operations block of the Certificate. The 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 a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent’s signature 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 Economic Development 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 whereby 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, unless otherwise indicated, by companies authorized 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 2. Employers' Liability	Statutory \$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations *b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage F. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
5. Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	\$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.

D) Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Respondent herein, and provide a certificate of insurance and endorsement that names the Respondent and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City’s Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based

upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto 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: Economic Development Department
P.O. Box 839966
San Antonio, Texas 78283-3966

F) 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, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide 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.

G) 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.

H) 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.

I) 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.

J) 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.

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

L) Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.

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 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, 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.

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.

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 ORDINANCE

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio (City) to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, by Ordinance No. 2013-03-21-0167, effective for solicitations issued after May 1, 2013.

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.

In order to receive consideration the Local Bidder must complete and return the attached Local Preference Identification Form.

016 - RFP ATTACHMENTS

RFP ATTACHMENT A, PART ONE

GENERAL INFORMATION

1. Respondent Information: Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: _____
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

Business Structure: Check the box that indicates the business structure of the Respondent.

- Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____
Partnership
Corporation If checked, check one: For-Profit Nonprofit
Also, check one: Domestic Foreign
Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

(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 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/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? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

11. Previous Contracts:

a. Has the Respondent ever failed to complete any contract awarded?

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

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

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

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

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

REFERENCES

Provide three (3) references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided:

Email: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided:

Email: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided:

Email: _____

RFP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

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

1. Provide an overview and history of your company. How long has the company been in business? What types of services does the Company perform?
2. Describe what qualifications your organization has to conduct the Services requested by this RFP. Summarize any qualifications, knowledge, or expertise that your firm has in each of the following areas:
 - a) Minority- and woman-owned business development programs;
 - b) Racial discrimination analysis;
 - c) Statistical analysis;
 - d) Government procurement, generally;
 - e) Texas law regarding local government procurement;
 - f) Procurement markets for contracts in Texas and the San Antonio – Bexar County region;
 - g) Procurement markets for municipal contracts generally;
 - h) Recent case law regarding the legal requirements for minority and women owned business development programs, disparity study methodology, with particular emphasis on cases applicable to the Fifth Judicial Circuit;
 - i) Current trends and practices in minority- and women-owned business development or similar programs;
 - j) Sociology;
 - k) Economics; and
 - l) Constitutional and Government Contracting Law
 - m) Survey design and administration
3. Describe the key individuals who would comprise your organization's team for providing the Services requested by this RFP. Include a resume or curriculum vitae for each individual. For each individual identified, state the percentage of his or her time that would be devoted to this project during the duration of the project. If you intend to use subcontractors or joint venture partners for this project, then you should provide about them the same information required for your firm and the individuals on your Project team.
4. Is there, or within the latest three (3) years has there been, any litigation or governmental or regulatory action pending or threatened against your organization that might have a bearing on your ability to provide services to the City? If so, identify and describe each such lawsuit or proceeding.
5. Identify any and all lawsuits filed during the past five (5) years in which a business or government customer of your organization has claimed that your organization failed to properly provide any aspect of the type of services requested by this RFP.
6. List specifically each disparity study that your firm has conducted for government entities with respect to the availability and utilization of M/WBES, in chronological order beginning with the most recent. If your organization has conducted more than 8 disparity studies, then you may limit your list to the 8 studies most relevant to the disparity study requested by this RFP. Include a copy of at least one representative example of a disparity study that your organization has performed. Briefly describe the nature and scope of each study, the completion date, and the government entity for which it was conducted.
7. Provide a list of at least five (5) clients for whom you have conducted or are conducting disparity studies or related work. For each client, provide the following information: (i) client's name; (ii) names, titles, addresses, and phone numbers for technical and business contacts at each client; (iii) duration of the relationship; (iv) types of services provided; and (v) the names of all subcontractors. For each of those five projects, state whether your organization was the prime contractor.
8. Has a minority- and women-owned business development program (or similar program) that was based on a disparity study conducted by your organization ever been challenged in a lawsuit? If so, please identify: (a) the parties to the lawsuit; (b) the case citation (if the case was reported) or the case civil action number (if the case was not reported); (c) the jurisdiction; (d) the date of your disparity study; (e) a brief description of the status or outcome of the lawsuit (e.g. "case settled in 1999 and the city terminated its MBE program"); and (e) the names, addresses, and phone numbers of the attorneys involved in defending the jurisdiction in that litigation.

9. Identify all lawsuits involving minority- and women-owned business development programs (or similar programs) in which your organization or a member of your organization has been called as an expert witness, to the extent not already identified in the preceding question. State the name of the action, the jurisdiction in which it was filed and the names, addresses, and phone numbers of the attorneys involved in calling that person to testify as an expert witness.
10. Identify all lawsuits involving minority- and women-owned business development programs (or similar programs) in which any individual on your proposed Project team has been called as an expert witness, to the extent not already identified in the preceding questions (even if the individual's testimony was not in connection with work performed by your firm). State the name of the action, the jurisdiction in which it was filed and the names, addresses, and phone numbers of the attorneys involved in calling those persons as expert witnesses.
11. Describe why the City can be confident that your organization has the resource capacity to perform a project of the nature and scope requested by this RFP and to complete the project on time and within budget.
12. Name the three largest similar projects your organization was responsible for managing and that it successfully completed in the past. Describe the size of the projects involved, including the number of entities involved, and the relative size and scope of their annual procurement expenditures.
13. Identify all disparity studies or similar projects presently being performed by your firm, and for each project describe: (i) the size and location of the project; (ii) the number and qualification level of assigned staff, and the percentage of each person's time committed to the project; (iii) the status of the projects with respect to completion timetables; (iv) the currently projected completion date; and (v) the status of personnel to be assigned to the project.
14. Identify any disparity studies or similar projects that have not yet commenced, but which you anticipate undertaking concurrently with this project, and for each such project identify: (i) the size and location of the project; (ii) the number and qualification level of proposed assigned staff, and the percentage of each person's time that will be committed to the project; (iii) the proposed project time table.

RFP ATTACHMENT A, PART THREE

PROPOSED PLAN

The City intends to receive a completed study by no later than March 31, 2015. Proposers will provide a detailed description of the proposed timeline for completion of the project. The Selected Respondent is expected to submit the following items.

1. Operating Plan:

The selected respondent will be required to work closely with the Economic Development Department SBO. The Respondent must, at a minimum:

- a. Identify key managers/stakeholders;
- b. Advise/assist in the creation of a task force;
- c. Determine data requirements;
- d. Schedule and facilitate required meetings;
- e. Review existing contracts and procurement methods;
- f. Create status reports as agreed upon/required;
- g. Upon agreement by the City, identify, schedule, survey, and interview outside resources of anecdotal evidence.
- h. Schedule and facilitate any public hearings recommended to gather information;
- i. State your proposed methodology for developing each of the Work Elements and the deliverables set forth in the *Scope of Service* section of this RFP.

2. Staffing Plan:

Provide a spreadsheet which:

- a. Lists all tasks to be performed;
- b. Shows the person(s) who will work on the tasks;
- c. Indicates level of effort (in hours) required by person.

3. Methodology:

- a. The respondent shall detail the methodology to be used to determine all disparity, if any, in the utilization of M/WBE in the City's contracting program;
- b. The respondent shall identify the application of race-conscious measures to achieve an overall goal, if applicable;
- c. The proposal shall include the plan for and the approach, methods, and procedures that the consultant intends to take in performing the study. The proposed phases and steps to be followed and the tests and standards to be used in performing the work required shall be outlined in the proposal;
- d. In performing your regression analysis under Work Element II, what factors or variables would you consider aside from race and gender? Explain how you would test for the effect of each potential proposed variable. Explain your methodology for determining which variables should be considered.

4. Industry Challenges:

Explain how industry challenges will be met.

5. Schedule:

Provide a chart which all lists tasks to be performed (including all scheduled meetings). For each task show:

- a. Estimated start and completion weeks;
- b. Name of person with primary responsibility (include task for which City will be responsible such as delivery of information review of draft, etc.);
- c. Associated deliverables.

6. City Resources:

Provide a list of all resources and information that Respondent will need for the City to provide.

7. Organization Chart:

Provide a chart showing names, titles and roles of individuals who will be assigned to this project. Show relationship to City and subcontractors. Identify, on the chart, the individual who will assume the position of Project Manager or Project Lead and who will be in charge of all aspects of the project.

- 8. Additional Information:**
Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.
- 9. Data Sources**
In determining which M/WBEs within the City of San Antonio who are ready, willing and able to participate in contracts as prime and sub-contractors:
- a. What will be your data source(s) for identifying available firms?
 - b. How will you take into account factors such as firm size, length of time in business and firm qualifications?
 - c. If you will use Economic Census data in determining the availability of M/WBE prime contractors or subcontractors, explain how the data will be extrapolated and analyzed.
- 10.** Are there any requirements the Work Elements and/or the deliverables set forth in the *Scope of Service* section of this RFP that you do not propose to meet or that you believe are unnecessary to have a legally valid disparity study and causation analysis? If so, identify the requirements at issue and state your reasons.
- 11.** Conversely, are there any requirements not stated in the Work Elements and/or the deliverables set forth in the *Scope of Service* section of this RFP that you believe are necessary or important to have a legally valid disparity study? If so, identify those requirements and state how you intend to meet them.

RFP ATTACHMENT B

PRICE SCHEDULE

Make no changes to this form; complete it exactly as presented. Respondent may expand the number of lines in the tables presented.

Part A

1. Proposed Price to complete the entire Scope of Work and the Work Elements presented in the Request for Proposals for the Study. The Proposed Price must be inclusive of all fees and all expenses including all travel related expenses (not to exceed amount).

\$ _____

Please Note: The City intends to receive a completed study by no later than March, 2015

2. For each of the work elements, specify your proposed price. The total dollar amount for each work element should be inclusive of all associated costs necessary to complete each task , including but not limited to personnel hours, purchase of data sources, software & administrative costs.

(Sub-sections 'a' to 'f' should equal the amount specified above).

WORK ELEMENT	TOTAL DOLLAR AMOUNT	DELIVERY DATE
a) Work Element I: Availability	\$ _____	_____
b) Work Element II: Utilization, Maximum Practical Capacity, Disparity Study Index and Statistical Analysis	\$ _____	_____
c) Work Element III: Qualitative Data	\$ _____	_____
d) Work Element IV: Remedies	\$ _____	_____
e) Travel expenses	\$ _____	
f) Overhead & Miscellaneous Expenses	\$ _____	

3. Please specify the breakdown of the following items for all personnel and/or sub-consultants/ sub-contractors being utilized on this contract:

Hourly rates for personnel	\$ _____
Projected number of hours	_____

4. Please provide a proposed schedule of the submission dates for the deliverables listed in the Request for Proposals.

Part B

Column 1 – List and describe the items Respondent does not propose to meet or that Respondent proposes are unnecessary to have a legally valid Study.	Column 2 - Associated Value of Each Item Listed in Column 1

Part C

Column 1 – List and describe any requirements not stated in the RFP which Respondent believes are necessary to have a legally valid Study	Column 2 - Associated Value of Each Item Listed in Column 1

RFP ATTACHMENT C
CONTRACTS DISCLOSURE FORM

Discretionary Contracts Disclosure Form may be downloaded at:
<https://www.sanantonio.gov/efrms/atty/ContractsDisclosureForm.pdf>

Instructions for completing the Discretionary Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

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 separate documents.

RFP ATTACHMENT F

Local Preference Program Identification Form

Posted as separate documents.

RFP ATTACHMENT G

SIGNATURE PAGE

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

By submitting a proposal, whether electronically or by paper, Respondent represents that:

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

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibits 2 & 3.

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

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

Respondent agrees to fully and truthfully submit the Respondent Questionnaire form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S)he is authorized to submit this proposal on behalf of the entity.

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions

I acknowledge that this contract 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.

If submitting your proposal by paper, 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.)

If 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.

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

RFP ATTACHMENT H

PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFP Attachment A, Part One	
Experience, Background & Qualifications RFP Attachment A, Part Two	
Proposed Plan RFP Attachment A, Part Three	
Pricing Schedule RFP Attachment B	
Discretionary Contracts Disclosure form RFP Attachment C	
Litigation Disclosure RFP Attachment D	
* SBEDA Form RFP Attachment E; and Associated Certificates, if applicable	
Local Preference Program Identification Form. RFP Attachment F	
Proof of Insurability (See RFP Exhibit 1) Insurance Provider's Letter Copy of Current Certificate of Insurance	
* Signature Page RFP Attachment G	
Proposal Checklist RFP Attachment H	
One (1) Original, ten (10) hard copies, and one (1) CD of entire proposal in PDF format if submitting in hard copy.	

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