



REQUEST FOR PROPOSAL ("RFP") for

Project Manager Services – U.S. Travel Association IPW 2023

Release Date: May 24, 2021
Proposals Due: June 24, 2021

This solicitation has been identified as High-Profile.

PROHIBITED CAMPAIGN CONTRIBUTIONS

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

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

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

****For this solicitation, the first-day contributions are prohibited is **FEBRUARY 1, 2021**.
The first day contributions may be made is the 31st day after the contract is approved.***

RESTRICTIONS ON COMMUNICATIONS

In accordance with and as authorized by Section 2-61 of the City Code, the following restrictions on communications apply to this solicitation: Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFP or proposal from the time the RFP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an A session; and 2) City employees from the time the RFP has been released until the contract is approved at a City Council "A" session.

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

Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

For additional information, see the section of this RFP entitled "Restrictions on Communication".

001 - TABLE OF CONTENTS

		Page Number
001	Table of Contents	2
002	Background	3
003	Scope of Services	3
004	Term of Contract	11
005	Pre-Submittal Conferences	11
006	Proposal Requirements	11
007	Changes to RFP	12
008	Submission of Proposal	13
009	Restrictions on Communication	14
010	Evaluation Process and Criteria	14
011	Award of Contract and Reservation of Rights	15
012	Schedule of Events	16
Section 013		
RFP Exhibits		
RFP Exhibit 1	SBEDA Ordinance Compliance Provisions	17
RFP Exhibit 2	Insurance Requirements	26
RFP Exhibit 3	Indemnification Requirements	28
RFP Exhibit 4	Local Preference Program	29
RFP Exhibit 5	Veteran-Owned Small Business Preference Program	30
Section 014		
RFP Attachments		
Respondent's Proposal must contain the following documents. These forms can be found as attachments to this RFP or web links, as indicated.		
Attachment A-1	Respondent Questionnaire - General Information	31
Attachment A-2	Background, Experience & Qualifications Questionnaire	35
Attachment A-3	Creative Approach	36
Attachment A-4	Proposed Plan	37
Attachment A-5	Pricing	38
Attachment B	Contracts Disclosure Form	39
Attachment C	Litigation Disclosure Form	41
Attachment D	SBEDA - Subcontractor/Supplier Utilization Plan Form	42
Attachment E	Local Preference Program Identification Form	43
Attachment F	Veteran-Owned Small Business Preference Program Identification Form	44
Attachment G	Signature Page	45
Attachment H	Proposal Checklist	46

002 - BACKGROUND

Visit San Antonio (VSA) is charged with promoting and marketing San Antonio as a premier convention and meetings destination and a domestic and international visitor destination, for the purpose of positively affecting the City's economy. VSA employs a variety of strategies that include convention and group sales efforts, as well as a leisure marketing campaign that includes various media, digital strategies, communications, and tourism efforts. VSA is the key economic driver that supports San Antonio's \$15.2 billion visitor industry and welcomes 39 million annual visitors.

In 2014, Visit San Antonio bid for and won the opportunity to host the U.S. Travel Association's (USTA) IPW which will be held in San Antonio May 20-24, 2023. This will be the first time the travel industry's premier international marketplace and the largest generator of travel to the country will be hosted in San Antonio; and it has not been in Texas for 23 years.

For more than 50 years, this show has promoted the United States to an international audience by connecting U.S. travel exhibitors with travel buyers and media. The multi-day event is projected to bring approximately 6,000 buyers, suppliers, and international media to San Antonio. The event will consist of a tradeshow, marketplace, large special events, tours, and other activities to showcase and market San Antonio as a premier international destination.

Per U.S. Travel, as the host city, San Antonio could expect up to 400,000 new international visitors (not including Mexico) in the three years following IPW 2023. These new international visitors would generate more than \$614 million in estimated direct spending. This event will "bring the world to Texas" and will have direct economic benefits for the entire state. Past host cities have included New York, Los Angeles, Las Vegas, Orlando, Anaheim, New Orleans, Chicago, Denver, Washington, D.C. and others.

PROJECT MANAGER

Visit San Antonio (VSA) is seeking proposals from qualified Project Manager vendors or individuals to provide project management services to assist with the organization, coordination, and management of key components of the U.S. Travel Association's IPW for which San Antonio is responsible as the host city. In coordination with Visit San Antonio staff, the project manager will be responsible for the overarching planning and execution and make sure all elements are integrated and focused on showcasing San Antonio and all it has to offer to the world.

Visit San Antonio reserves the right to change any function referenced within the Scope of Services at any time during the resultant contract period. This may alter the amount of overall funds and projects administered by the contracted project manager and will be determined by various factors including budget limitations, contributions from potential partners and/or in-kind assistance from other partners. VSA will work with selected Project Manager/Firm to ensure plans are laid out as far in advance as possible, build flexibility when applicable, and communicate any adjustments through the project.

The specific estimated contract value (i.e. compensation for services) for the two (2) year term of this contract to the selected Prime Contractor is estimated at approximately \$250,000 over the life of the agreement. Additionally, the estimated current budget provided by VSA for selected Respondent to manage programming is approximately \$3.1 million (depending on in-kind contributions and/or sponsor potential). The total estimated budget of \$3.3 million includes Prime Contractor costs (i.e. \$250K), approximately \$3.1 million in combined sub-contractor, venue, and other hard cost requirements. The above referenced budget is subject to change based on approved budget appropriations and business needs of the event. Additionally, VSA is partnering with the City of San Antonio and the City's Small Business Economic Development Advocacy program will be incorporated into this solicitation.

003 - SCOPE OF SERVICES

IPW Project Management Event Budget Summary:

The information below represents a summary of the anticipated total IPW 2023 event budget, referencing both the selected Project Manager Provider Costs (i.e. Prime Contractor) as well as those costs anticipated to be managed and/or subcontracted by the selected Project Manager or anticipated hard costs (such as venue rent,

etc.). The amounts referenced are estimates based on current project plans but are subject to change. However, they are intended to provide a high level summary and some insight on how dollars likely will be invested over the course of the project. Upon conclusion of the selected Project Manager/Respondent firm, an updated budget will be developed jointly with Visit San Antonio staff and selected Project Manager/Firm.

It is important to note that the total estimated compensation for services rendered by the selected Project Manager/Management Firm is approximately \$250K. All other costs are for events/programs related, and anticipated to be payable to various subcontractors and/or hard costs associated to venues and/or expenses not eligible to be subcontracted. These additional project costs and services include but are not limited to the following:

Advance Site Visits	Attending, planning & developing strategies by coordinating & attending IPWs in other host cities in advance of San Antonio in 2023 (planning meetings, site visits, confirming CC space/logistics, event venues, and more. May include travel, F&B, etc.).	\$50-\$60K
Volunteer Recruitment and Training	500+ volunteers for all elements (includes professional fees, volunteer recruitment, training, attire, software, collateral, kick off and appreciation elements.)	\$75K
Press Components	Press conference/press room support '22; hosting in '23. (Includes travel, production, live streaming, hosting costs, F&B, increased AV, venue rental, hosting expenses, collateral, etc.)	\$320K
Airport Activation	Welcome and farewell activations. (Includes F&B, hosting costs, amenities, signage, furniture, etc.)	\$60-\$70K
Ground Transportation	All ground transport needs throughout convention to include delegate attendees & media.	\$425K
Site Seeing Tours & Amenities	General delegate, media, VIP, etc. Both organized tours and one-offs. (Includes transportation, tour leads, F&B, admissions, logistics, signage, etc.)	\$100K
Opening and Closing Evening Events	Signature events, major opportunities to position destination. (Includes overall creation, planning and execution of impactful and memorable destination experiences to include but not limited to site selection, theming, F&B, décor, space logistics, run of show, all vendor coordination, signage, permits, closures, special effects/elements, ingress/egress of attendees, and more.)	\$1.9 mil
Experiential Programming	Programming to add to destination experience for delegates.	\$175K
	Estimated Budget (subject to change)	\$ 3.1 mil

The anticipated budget to be administered by the selected Respondent (Project Manager) towards this program is **ESTIMATED at \$3.1 million. This is subject to change based on annual budget appropriations, changes in alternative revenue streams, and/or changes in anticipated programming.**

Project Management Services:

Visit San Antonio (VSA) is seeking for a project manager who can organize, coordinate and manage key components of the U.S. Travel Association's (USTA) IPW which will take place in San Antonio May 20 – 24, 2023. The project manager will be responsible for the overarching planning and execution and make sure all elements are integrated and focus on showcasing San Antonio and all it has to offer to the world.

Visit San Antonio reserves the right to change any function referenced within the Scope of Services with VSA staff at any time during the resultant contract period. This may alter the amount of overall funds and projects administered by the contracted project manager and will be determined on a year-to-year basis.

A. Project Management

1. The selected Respondent shall meet with VSA staff at such times and places, and in such duration, as may be requested for the purpose of carrying out VSA initiatives.
2. The selected Respondent shall perform all services set forth in the resulting Contract, VSA's Request for Proposal and respondent's proposal. The Contract shall incorporate, via exhibits, the Request for Proposal and the respondent's proposal. Should there be any conflict between the language of the Contract, Request for Proposal, or respondent's Proposal, then the order of priority shall be Contract, Request for Proposal, and then the respondent's proposal.
3. The selected Respondent shall work closely with VSA President and CEO or his/her designee and appropriate VSA staff to perform any and all related tasks required by VSA in order to fulfill the purposes of this contract.
4. The selected Respondent shall maintain internal procedures which ensure budget control, prompt billing and quality control, including but not limited to auditing invoices for space, time, preparation and services.
5. The selected Respondent shall prepare cost schedules and project sheets for expenditures and other related costs and secure VSA's approval of all expenditures with regard to authorized components/events by submitting pre-production estimates.
6. The selected Respondent shall provide needed account service, consultation and regular contact to ensure prompt completion of projects, including but not limited to dedicating one key point of contact for the overall project.
7. The selected Respondent shall provide weekly status reports, or as otherwise requested, to VSA updating the progress of all projects.
8. The selected Respondent shall provide monthly budget spreadsheets detailing all billings for each project.
9. The selected Respondent shall handle procurement and management of subcontracting opportunities for VSA services related to said contract.
10. Selected Respondent's performance will be evaluated on an ongoing basis. Expectations include Respondent offering fresh, creative approaches that will impress IPW's audience of global, well-traveled tourism professionals and media. Communications between VSA and Project Manager will be consistent providing feedback.
11. Upon completion of IPW 2023, respondent shall closeout all projects, details, billing, and provide a comprehensive report for all areas listed in this RFP, to include but not limited to expenses versus budget, attendance at events, number of people of used transportation.

B. Services

With the cooperation, advice and written consent of the VSA President and CEO, or through his/her staff with written authorization, the successful Project Manager shall perform and/or manage the performance of all components listed below to highlight VSA's efforts in carrying out its goals and objectives:

1. vendor selection process and contract management,
2. strategic planning and integrated project management,
3. financial responsibilities,
4. volunteer recruitment and training,
5. transportation and logistics,
6. public relations and media communications,
7. local sightseeing tours, and transportation,
8. airport activations,
9. signature evening events,
10. IPW Luncheons 2022 and 2023,
11. administrative and experiential programming,
12. IPW advance site visits,
13. performance criteria.

1. Vendor Selection Process and Contract Management

- a) Due to the wide range of components/events, the respondent will likely subcontract various services. These services may be adjusted throughout the term of the agreement and based on various strategies.

- b) Respondent must demonstrate ability to strategically plan, integrate, manage and execute an assortment of event components and/or subcontractors.
- c) Respondent must demonstrate expertise in following the vendor selection process of the City of San Antonio, while maintaining files of all paperwork related to each vendor's selection process. These files could be subject of open records request at any time and should be kept in a format that is easily accessible at a moment's notice.
- d) All services provided under the resultant contract shall be performed in conformance with highest industry standards that are usual and customary between a client and a project manager in such relationships.
- e) The Respondent will work to attain discounts and in-kind donations for goods and services outlined in the budget. The overall goal for discount and in-kind for this project is estimated at \$1.0 million. Potential areas for in-kind include but are not limited to:
 - volunteer recruitment and training
 - press events
 - airport activations
 - ground transportation
 - site seeing tours
 - signature evening events
 - administrative experiential programming

2. Strategic Planning and Integrated Project Management

- a) It should be noted that strategic plans, creative strategies and other strategic input will come in large part from VSA staff in coordination with the selected Respondent. In addition, the selected Respondent should be able to recommend strategies to expand/improve the impact of the concept for the component/event allowing for the most memorable authentic experience for international and domestic attendees within the available budget, and exhibit flexibility as needed in planning and execution. Respondent shall have the ability to professionally present and "sell in" strategic direction and event development to VSA staff, VSA's Board of Directors, or any other related advisory/policy groups and funding sources.
- b) The selected Respondent must collaborate with VSA staff to provide a plan before each component/event, or individual project outlining the goal(s), objectives, audience, strategies, and budget.
- c) The selected Respondent must demonstrate ability to strategically plan, integrate, manage and execute an assortment of projects as well as manage various subcontractors.
- d) New and emerging technology opportunities are consistently being introduced and the selected Respondent must be able to identify, evaluate, recommend, develop and execute and/or manage the execution of these opportunities.

3. Financial Responsibilities

- a) No work shall be undertaken and no expenditure made for reimbursement hereunder unless the concept and program have been approved in writing by VSA. Such approval may only be given by the VSA President & CEO or their designee.
- b) The selected respondent must demonstrate the ability to provide an accounting of all expenditures related to each component/event by budget category and provide periodic updates as requested by VSA.
- c) The selected respondent must keep a record of all invoices processed and paid and filed according to budget category.
- d) Respondent and VSA will coordinate a financial plan to ensure timely payment for subcontractors, venues and other related hard costs to be managed by selected Respondent. This plan may include but not limited to advance payments, reimbursements, or direct payment by VSA. VSA will work with selected Respondent to minimize needs for reimbursement.
- e) Respondent to plan and account for contingencies that may arise for each of the components/events.
- f) Demonstrate experience in processing invoices through COSA and Visit San Antonio as per guidelines outlined in this RFP.
- g) The Respondent will work to attain discounts and in-kind donations for goods and services outlined in the budget. The overall goal for discount and in-kind for this project is estimated at \$1 million. Potential areas for in-kind include but are not limited to:

- volunteer recruitment and training

- press events
 - airport activations
 - ground transportation
 - site seeing tours
 - signature evening events
 - administrative experiential programming
- h) The respondent agrees that no additional markups or retainers should be taken on any contracted services.

4. Volunteer Recruitment and Training

- a) Respondent will work with VSA staff to create and implement a plan to recruit, train, and schedule all necessary volunteers to assist delegates in a variety of ways as deemed appropriate and necessary by Visit San Antonio. (Estimate 300-500 volunteers will be needed throughout IPW2023.)
- b) Volunteers with language skills/international experience should be sought where possible due to the international nature of IPW.
- c) Determine the ways in which volunteers can or should be utilized. For example, to ensure smooth transitions for delegates at the airport(s), host hotels, evening events, and any other convention activities.
- d) Ensure that any volunteers are clearly identifiable by using the official IPW logo on uniforms as designated by VSA.
- e) Arrange for and provide all support services and assets to support volunteers' needs throughout (e.g. designated parking, water, snacks, etc.).
- f) Identify and select highly qualified volunteers who will directly support the U.S. Travel Association throughout IPW. The specific number of volunteers, schedule, and tasks will be provided by U.S. Travel.
- g) Create and operate an IPW training program/educational program for volunteers.
- h) Ensure that all volunteers are appropriately scheduled in coordination with U.S. Travel Association.
- i) Assemble and distribute benefits/incentives for volunteers - individual and corporate

5. Transportation and Logistics

- a) This includes Airport Transportation, Convention Center/Hotel and Events. (*Note: "Transportation" can be multimodal based on destination assets, e.g. buses, shuttles, shared ride services, river barges, etc.*)
- b) In close coordination with U.S. Travel's Transportation Coordinator, ensure that ground transportation, is given careful planning - as it is the one service which all delegates come in contact with most often during IPW, and it should operate as smoothly as possible.
- c) Ensure that all bus companies/operators/drivers are oriented to the special requirements for this meeting, including the following points:
 - Prompt and timely service is imperative as delegates should not wait for a long period of time – this includes all modes of transportation including coordinating with shared ride services providers. (Appropriate number of dispatchers should be at each departure point with access to the transportation communications hub)
 - Some delegates' understanding and use of the English language will be limited, so patience will be required. Whenever possible, volunteers should be bi-lingual or multi-lingual.
 - Develop transportation program that includes shuttle service to/from the airport and to/from host hotels to events. Schedules, projected volumes and more details to be developed working with Visit San Antonio and the U.S. Travel Association.
- d) Project Manager will also incorporate transportation services for all other elements of IPW where required (see elsewhere in this Scope of Services, for example sightseeing tours, media tours, other events and program elements requiring transport.)

6. Public Relations and Media Communications

- a) Press Conference IPW 2022 – Assist Visit San Antonio as needed with the execution of a press conference in Orlando at IPW 2022, to announce news and programming for IPW 2023 in San Antonio.
- b) Press Brunch IPW 2023 – Assist and support Visit San Antonio in executing a press brunch event on Sunday to showcase an aspect of local culture or attraction that the city wants journalists to experience and write about. Attendance is approximately 500.
- c) For Press Events (and all IPW Events), Scope of Services to include, but not limited to:
 - secure venue and coordinate all details
 - transportation
 - event layout to include schematics
 - ingress/egress
 - implement strategy for attendee flow
 - permitting and street closures
 - theming
 - décor
 - entertainment
 - activities and programming elements
 - F&B
 - signage
 - special lanyards/maps if appropriate
 - Staging
 - A/V
 - special effects
 - staffing
 - logistics
 - run of show development and execution
 - partner coordination
 - sponsor fulfillment
 - security
 - crisis management plan
 - rain and back up plans
 - documentation (still and videography)
 - and other needs as identified in event planning.
- d) Press Tours IPW 2023 – Assist and support multiple Press Tours to be organized for the media immediately following the Press Brunch. Tours will be geared to introducing the media, especially travel journalists, to different aspects of San Antonio culture they would not necessarily experience during other IPW events. Work with Visit San Antonio and U.S. Travel as needed on tour development and confirmation, itineraries, partner coordination, promoting, registration, execution of these tours to include departure from brunch venue logistics, signage, transportation, step-on guides, F&B, logistics, editorial materials, etc. Note: there will be multiple Press Tours, and participation may reach 500.
- e) Booking and Reconfirmation of Media Tour registrations will go directly to VSA for tracking purposes through VSA's CRM (Simpleview) or other software.
- f) Press Room IPW 2023 – Work with Visit San Antonio to add destination elements to the sponsored press room.
- g) Support Visit San Antonio's PR and Communications needs throughout IPW which may entail such duties as individual editorial research needs, staffing various communications functions, and similar.

7. Local Sightseeing /Transportation

- a) Buyer/Supplier Tours IPW 2023 – Assist and support multiple Buyer/Supplier Press Tours to be organized for the buyers and suppliers prior to the start of the IPW conference. Tours will be geared to introducing the buyers and suppliers to different aspects of San Antonio culture they would not

necessarily experience during other IPW events. Work with Visit San Antonio and U.S. Travel as needed on tour development and confirmation, itineraries, partner coordination, promoting, registration, execution of these tours to include departure from venue logistics, signage, transportation, step-on guides, F&B, logistics, materials, etc. Note: there will be multiple Sightseeing Tours, and participation may reach 400.

- b) Booking and reconfirmation of buyer/supplier registrations for the local sightseeing tours will go directly to VSA through Simpleview or other software.
- c) Respondent to work with VSA and USTA to identify and coordinate all elements of these tours to include:
 - Registration software to capture registrants and create tour lists and final report out of participants to be provided to USTA.
 - Space for, and staffing of, registration and reconfirmation desk (with VSA and USTA approval).
 - Physical layout, signage and queuing system to include group sorting by tour, clearly identified participant gathering area, cross checking lists of participants, working with ground transportation on organization, staging, signage and departures.
 - Coordination and execution of specialized tours throughout IPW as needed which may entail individual customized tours ("Tours on Demand"), and similar.

8. Airport Activations

- a) The airport experience is critical to the IPW delegates, especially as many of them have travelled internationally to reach San Antonio.
- b) Respondent will work with San Antonio International Airport staff and VSA on this programming.
- c) Mass arrival and departure days are the priority for these activations. Respondent should develop airport activation programs that includes signage, welcome/goodbye messaging, destination themed F&B, entertainment, and perhaps a location (such as a welcome lounge area) for a leisure break before transporting to downtown or to departure flights.

9. Signature Evening Events

- a) Organize and oversee the planning and execution of the sponsored official evening events that all IPW delegates will enjoy while in the San Antonio. (Overall attendance for IPW 2023 is estimated at 6,000.)
- b) For planning purposes, estimates are that in 2023 approximately:
 - Approximately 4,800 will attend the Sunday Evening Event.
 - Approximately 3,500 will attend the Wednesday Evening Event.
- c) For these Signature Evening Events, Project Manager will secure discounts and in-kind donations. Scope of Services include, but are not limited to the following:
 - secure venue and coordinate all details
 - transportation
 - event layout to include schematics
 - ingress/egress
 - implement strategy for attendee flow
 - permitting and street closures
 - theming
 - décor
 - entertainment
 - activities and programming elements
 - F&B
 - signage
 - special lanyards/maps if appropriate
 - Staging
 - A/V
 - special effects
 - staffing
 - logistics
 - run of show development and execution
 - partner coordination
 - sponsor fulfillment
 - security

- crisis management plan
- rain and back up plans
- documentation (still and videography)
- and other needs as identified in event planning.

10. IPW Luncheon 2023

- At IPW2023, Visit San Antonio will have an enhanced presence at an all-delegate opening luncheon on Monday. Respondent will provide coordination of theming, entertainment, special effect elements, and similar.

11. Administration and Experiential Programming

There will be several additional events during IPW2023, to be included in the Project Manager Scope of Services. These include, but are not limited to:

- VIP Client Event
- Visit San Antonio CEO VIP Reception
- Chairman's Circle Enhancement
- MICE Event
- Targeted International Buyers Event (market TBD)

For each of the above, Respondent's services will include, but are not limited to:

- secure venue and coordinate all details
- transportation
- event layout to include schematics
- ingress/egress
- implement strategy for attendee flow
- permitting and street closures
- theming
- décor
- entertainment
- activities and programming elements
- F&B
- signage
- special lanyards/maps if appropriate
- Staging
- A/V
- special effects
- staffing
- logistics
- run of show development and execution
- partner coordination
- sponsor fulfillment
- security
- crisis management plan
- rain and back up plans
- documentation (still and videography)
- and other needs as identified in event planning.

12. Venue Clearing House

There will be approximately 10 – 15 events that will be hosted by non-San Antonio based buyers/suppliers attending IPW 2023. Buyers/suppliers could be other destinations, major credit card companies, travel industry associations, major hotel brands, etc. For these, and all IPW events, Project Manager will need to provide a venue clearinghouse function, to assist with managing the venue selection around San Antonio.

- VSA will have the first right of refusal for any space prior to being confirmed for other buyers/suppliers/partners.

- b) Provide VSA with report of who and where parties are being held throughout the city.

13. IPW Advance Site Visits

- a) The selected respondent shall attend IPW Marketplaces in the years leading up to IPW 2023 in San Antonio with the purpose of, understanding the overall marketplace and to begin strategizing how San Antonio will be showcased around the key components of the event, and supporting VSA's needs and programming as appropriate at these IPWs.
- b) Respondent will support, as needed, U.S. Travel Association's site visits to San Antonio in advance of IPW 2023.

004 - TERM OF CONTRACT

An agreement awarded in response to this RFP will be for an approximate two (2) year period (July 2021 through September 2023). VSA may terminate a contract at any time if funds are restricted, withdrawn, not approved or service is unsatisfactory.

005 - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at **10:00 a.m. Central Time, on Wednesday, June 2, 2021 via Zoom**. Respondents are encouraged to submit their questions (through the chat box function) during the Pre-Submittal Conference. Within 2-3 business days, written responses to questions (including attachments/addendums) will be developed and posted at <http://partners.visitsanantonio.com/rfp>. Attendance at the Pre-Submittal Conference is optional but highly encouraged.

To attend the Pre-Submittal Conference, respondents must register at:
https://visitsanantonio.zoom.us/webinar/register/WN_Yd62yGrCSsiPApyloR3UpQ

006 - PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence, noted with the appropriate heading as indicated below.

- **Submit eight (8) COMPLETE hard copies (to include one original copy) of your proposal, signed in ink (INCOPORATING ALL TABS REFERENCED below including Disclosures, Small Business Forms, etc.); and**
- **Electronic version of the proposal must be in PDF format and emailed to VisitSanAntonioRFP@visitsanantonio.com.**

TABLE OF CONTENTS

- TAB 1 – RESPONDENT QUESTIONNAIRE: Use the Form found in this RFP as Attachment A, Part One
- TAB 2 – EXPERIENCE, BACKGROUND AND QUALIFICATIONS: Use the Form found in this RFP as Attachment A, Part Two
- TAB 3 – CREATIVE APPROACH: Prepare and submit Creative Approach concepts based on the requirements stated in the RFP and include as Attachment A, Part Three
- TAB 4 – PROPOSED PLAN: Prepare and submit the Proposal Plan based on the requirements stated in the RFP and include as Attachment A, Part Four
- TAB 5 – PRICING SCHEDULE: Use the Pricing Schedule that is found in this RFP as Attachment A, Part Five.
- TAB 6 – CONTRACTS DISCLOSURE FORM: Please complete the Contracts Disclosure Form in RFP Attachment B.

- TAB 7 – LITIGATION DISCLOSURE FORM: Complete and submit the Litigation Disclosure Form, found in this RFP as Attachment C. If Respondent is proposing as a team, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.
- TAB 8 – SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM: VSA is partnering with the City of San Antonio and has incorporated the utilization of the City's SBEDA Program in this solicitation. Information on this program can be found on Exhibit 1. Additionally, Respondent must complete, sign and submit the SBEDA form, found in this RFP as Attachment D.
- TAB 9 – LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE IDENTIFICATION FORM. Complete, sign, and submit LPP Identification Form found in this RFP as Attachment E.
- TAB 10 – VETERAN-OWNED SMALL BUSINESS (VOSB) PREFERENCE PROGRAM IDENTIFICATION FORM. Complete, sign, and submit VOSB Identification Form found in this RFP as Attachment F.
- TAB 11 – PROOF OF INSURABILITY: Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverage 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.
- TAB 12 – 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.
- TAB 13 – 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.

007 - CHANGES TO RFP

Changes to the RFP, made prior to the due date for proposals shall be made by issuing Addendums. It is Respondent's responsibility to check for Addendums until the proposal due date. VSA will assume that all Respondents have reviewed all Addendums (if applicable) by the day proposals are due.

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

008 - SUBMISSION OF PROPOSAL

All proposals must be submitted as referenced below:

- Submit eight (8) **COMPLETE** hard copies (to include one original copy) of your proposal, signed in ink (**INCORPORATING ALL TABS REFERENCED IN SECTION 006 – Proposal Requirements**); and
- Electronic version of the proposal must be in PDF format and emailed to VisitSanAntonioRFP@visitsanantonio.com.

Proposals must be signed by an officer(s) or principal(s) having legal authority to bind the Respondent and should include company address, telephone number, and the name of the contact person.

Proposals must be received in VSA Offices no later than 3:00 p.m., Central Time, Thursday, June 24, 2021 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 strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

Visit San Antonio
Attn: "Javier Tamez – IPW Project Manager Services"
317 Alamo Plaza
San Antonio, Texas 78205

Physical Address:

Visit San Antonio
Attn: "Javier Tamez – IPW Project Manager Services"
317 Alamo Plaza
San Antonio, Texas 78205

Proposals sent by facsimile **will not** be accepted.

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. If submitting a hard copy, place full color proposal inside a three ring binder. The use of recycled paper and materials is encouraged. Font size shall be no less than 12-point type and be in full color. All pages shall be numbered and, in the case of hard copy submissions, should be 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. Each proposal must include the sections and attachments in the sequence listed in the RFP Section 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 the CD or USB that contains the proposal in Adobe PDF version, 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 format 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.

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.

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 Respondent proposal may be subject to disqualification.

Firm Offer. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred and eighty (180) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

Confidential or Proprietary Information. All proposals become the property of VSA upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted; however, VSA 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.

009 - RESTRICTIONS ON COMMUNICATION

Respondents, and/or individuals acting on behalf of Respondents, are prohibited from communicating with: 1) Visit San Antonio Board members; 2) Evaluation Team members; 3) Visit San Antonio employees; and 4) City of San Antonio employees, regarding the RFP or proposals from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails, gifts 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 individuals acting on Respondents behalf may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with VSA and/or City employees include:

- Respondents may ask questions concerning this RFP at the Pre-Submittal Conference.
- Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the required SBEDA forms. The point of contact may be reached by telephone at (210) 207-3922 or by e-mail at SBEDAdocs@sanantonio.gov. This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.
- **Respondents may submit written questions concerning this RFP to VisitSanAntonioRFP@visitsanantonio.com until 1 p.m. (CST) on Monday, June 7, 2021.**
- Also, please go to <http://partners.visitsanantonio.com/rfp> for copy of RFP and updates/attachments/addendums (including written responses to questions) regarding this solicitation.

Questions received after the stated deadline will not be answered. A Respondent that has an ongoing business relationship with VSA and/or City may communicate with VSA and/or City employees to the extent necessary to perform the Respondent's duties and obligations related to that business relationship.

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

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

010 - EVALUATION PROCESS AND CRITERIA

VSA will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. VSA will 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. Final approval of a selected Respondent may be subject to the action of VSA's Board of Directors.

Evaluation Criteria:

- **Experience and Qualifications (up to 35 points)**

- **Creative Approach/Proposed Plan (up to 35 points)**

- **Pricing (up to 5 points)**

- **SBE Prime Contract Program (5 points)**

Certified SBE firms (see *Small Business Enterprise* definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime CONTRACTORS proposing at least 51% SBE participation (Prime and/or Subcontractor) will receive ten (5) evaluation criteria points, **and**

- **M/WBE Prime Contract Program (5 points)**

Certified M/WBE firms (see *Minority/Women Business Enterprise* definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime CONTRACTORS proposing at least 51% M/WBE participation (Prime and/or Subcontractor) will receive ten (5) evaluation criteria points.

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

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

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

5 evaluation points for a business with an office within the incorporated limits of the City, which has been established for one year or more, from which at least 100 of its employees **OR** at least 20% of its total full-time, part-time and contract employees are regularly based or a minimum of 100 employees; and from which a substantial role in the business's performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

- **Veteran-Owned Small Business (VOSB) Preference Program (5 points):**

5 evaluation points for a Prime business that is certified as a Veteran-Owned Small Business.

011 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS

VSA 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 VSA, as determined by the selection committee, upon approval of the VSA Board of Directors (if applicable).

VSA 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 VSA. However, final selection of a Respondent may be subject to VSA Board of Directors approval.

VSA 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. VSA also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

VSA may require the selected Respondent(s) to execute a contract with VSA, prior to VSA Board of Directors 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 VSA until approved by VSA Board of Directors. In the event the parties cannot negotiate and execute a contract within the time specified, VSA reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

This RFP does not commit VSA to enter into a Contract, award any services related to this RFP, nor does it obligate VSA 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.

Conflicts of Interest. Respondent acknowledges that it is informed that this solicitation and resulting contract prohibit a VSA Board member or VSA employee, from having a substantial business and/or financial interest in this solicitation or resulting contract.

Additionally, in accordance with VSA's Conflict of Interest Policy, all VSA employees (full-time, part-time, contract, and temporary) and their family members (spouse, domestic partner, cohabitant, child, stepchild, grandchild, parent, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, great grandparent, brother, sister, half-brother, half-sister, step-sibling, brother-in-law, or sister-in-law) are prohibited from being a supplier or vendor to VSA and shall not transact any business in his/her official capacity on behalf of the organization with any entity in which he/she has a substantial business interest.

No financial or business advantage may be derived from being a member of the Board or the appointment to a committee serving the Corporation. Board Members or any committee member shall not participate in a vote or decision on a matter (including a contract) involving a business entity or real property in which the Board Member has a substantial interest or has a family relationship within the third degree by consanguinity or second degree of affinity, as defined by Chapter 573, Texas Government Code, as amended. The Corporation's Code of Ethics (described with the Bylaws) shall govern the actions taken regarding conflicts of interest.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials, VSA Board members, nor employees of VSA (or VSA family members).

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 VSA 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.

012 - SCHEDULE OF EVENTS

Following is a list of projected dates with respect to this RFP

Action Item	Date
RFP Issue Date	May 24, 2021
Pre- Submittal Conference	June 2, 2021
Final Questions Due	June 7, 2021
Proposals Due	June 24, 2021

Note: Dates & Times Subject to Change

Exhibit 1- SBEDA Ordinance Compliance Provision

I. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2016-05-19-0367 and as amended, also referred to as “SBEDA” or “the SBEDA Program”), which is posted on the City’s Economic Development Department (EDD) website page and is also available in hard copy format upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of the SBEDA 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.

II. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiatives (API) 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 necessary to attain satisfactory performance under this Agreement:

Please note that failure to meet the subcontracting API requirements (when applicable) will deem the response non-responsive. To be SBEDA eligible a Prime or Subcontractor must be certified as a Small Business Enterprise (SBE) through the South Central Texas Regional Certification Agency AND must be headquartered or have a significant business presence in the San Antonio Metropolitan Statistical Area. The guidelines and steps to be certified by SCTRCA are available at: <https://sctrca.org/get-certified/>

SBE Prime Contract Program. In accordance with the SBEDA Ordinance, Section III. D. 5. (a), this contract is being awarded pursuant to the SBE Prime Contract Program, and as such, RESPONDENT affirms that if it is presently certified as an SBE (see *Small Business Enterprise* definition), RESPONDENT 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, RESPONDENT affirms that if it is presently certified as an M/WBE (see *Minority/Women Business Enterprise* definition), RESPONDENT 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 or self-perform at least **six percent (6%)** 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). If the Prime CONTRACTOR is a certified M/WBE firm, then the CONTRACTOR is allowed to self-perform up to the entire M/WBE subcontracting goal amount with its own forces. To the extent that the certified M/WBE Prime CONTRACTOR does not self-perform a portion of the M/WBE subcontracting goal, it shall be responsible for complying with all other requirements of this API for that portion of work that is subcontracted.

The **Subcontractor/Supplier Utilization Plan** which CONTRACTOR submitted to City with its response for 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, failure of a Prime CONTRACTOR to attain this M/WBE subcontracting goal as required in the solicitation shall render its response non-Responsive. Also, in the absence of a waiver granted by the SBO, failure of a Prime CONTRACTOR to attain a subcontracting goal for M/WBE participation in the performance of its contract or otherwise comply with the provisions of this API shall be

considered a material breach of contract, grounds for termination of that contract with the City and shall be subject to any penalties and sanctions available under the terms of the SBEDA Ordinance, its contract with the City or by law.

Subcontractor 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 6%, 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 April 2021, African-American owned firms represent approximately 2.45% of available subcontractors, Hispanic-American firms represent approximately 8.52%, Asian-American firms represent approximately 0.65%, Native American firms represent approximately 0.14%, and Women-owned firms represent approximately 4.21% of available **Professional Services** subcontractors.

III. 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.

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 *Subcontracting Goal- Waiver Request* form (available at <http://www.sanantonio.gov/SBO/Forms.aspx>) **during or after the price proposal response (as determined by the City)**. 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. More information on the good faith effort criteria is available within the Subcontracting Goal – Waiver Request Evaluation Criteria at <http://www.sanantonio.gov/SBO/Forms.aspx>.

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.**

IV. 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 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 for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System (CVR), and CONTRACTOR has represented to CITY which primary commodity codes each Subcontractor will be performing under for this contract. CITY recommends all Subcontractors to be registered in the CVR.

For more information please see link: <http://www.sanantonio.gov/SBO/Compliance>

V. 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
5. Disqualification of CONSULTANT 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).

VI. 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.

VII. 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.

VIII. Definitions

Affirmative Procurement Initiatives (API) – Refers to various 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). To be eligible for the benefits of race- and gender-conscious APIs as provided in the SBEDA Ordinance, M/WBE firms must also satisfy the size standards for being a Small Business Enterprise or SBE as defined herein.

Annual Aspirational Goal – a non-mandatory annual aspirational percentage goal for overall M/WBE Prime and subcontract participation in City of San Antonio contracts is established each year for Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contract Industry Categories. This Annual Aspirational Goal is to be set (and thereafter adjusted) by the Goal Setting Committee (GSC) based upon the M/WBE availability by industry in accordance with the City's 2015 Disparity Study findings, along with relative

M/WBE availability data to be collected by the City through its CVR system, and the utilization of M/WBEs. Any adjusted Annual Aspirational Goals for a given industry should not exceed the Expected Availability for award dollar weights as found in the 2015 Disparity Study. Annual Aspirational Goals are not to be routinely applied to individual contracts, but are intended to serve as a benchmark against which to measure the overall effectiveness of the S/M/WBE Program on an annual basis, and to gauge the need for future adjustments to the degree of aggressiveness of remedies being applied under the Program. Percentage Goals for S/M/WBE participation may be established by the GSC on a contract-by-contract basis based upon similar data and analysis for the particular goods and services being purchased in a given contract.

Award – the final selection of a Respondent for a specified Prime Contract or subcontract dollar amount. Contract awards are made by the City to Prime Contractors or vendors and by Prime Contractors or vendors to Subcontractor or sub-vendors, usually pursuant to a solicitation process. (Contract awards are distinguished from contract payments, the first, only reflect the anticipated dollar amounts the second, reflect actual dollar amounts that are paid to a contractor under an awarded contract).

Best Value Contracting – a purchasing solicitation process through which the Originating Department may evaluate factors other than price. Evaluation criteria for selection may include a Respondent's previous experience and quality of product or services procured, and other factors identified in the applicable statute.

Centralized Vendor Registration System (CVR) – a mandatory electronic system of hardware and software programs by which the City recommends all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. All businesses awarded a City contract shall be required to register in the CVR. 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.

Certification – 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 certification services to a regional Certification agency or other entity. For purposes of Certification, the City may accept 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 the Ordinance No. 2016-05-19-036, Section III.E.6.

City – refers to the City of San Antonio, Texas.

Commercially Useful Function – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution 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.

Control – the authority of a person or business owner to sign responses to solicitations and contracts, make price negotiation decisions, sell or liquidate the business and have the primary authority to direct the day-to-day management and operation of a business enterprise without interference from others.

Economic Inclusion – efforts to promote and maximize commercial transactions within, between and among all segments of the business population, regardless of race or gender, within the Relevant Marketplace.

Emerging SBE (ESBE) – a certified SBE 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 whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

Emerging M/WBE – a certified M/WBE firm whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

Evaluation Preference – an API that may be applied by the Goal Setting Committee 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 Respondents.

Formal Solicitation – an invitation for bids, request for proposals, request for qualifications or other solicitation document issued by a City department for a contract that requires City Council approval, in accordance with the procurement rules adopted by the City Manager or designee through a memorandum issued by the City Manager or designee, an Administrative Directive or a procurement manual issued under the authority of the City Manager or designee, and/or pursuant to statutory requirements.

Goal Setting Committee (GSC) – a committee, or series of committees, appointed and chaired by the City Manager or designee from the Executive Team that includes, at a minimum, the EDD Director or designee, and the Director of Finance or Director of Transportation and Capital Improvements (TCI) or their designees, the Director or designee of the Originating Department (if the Originating Department is neither Finance nor TCI,) all without duplication of designees and two citizens appointed by City Council who are eligible to vote during the goal setting committee on contracts valued at \$3,000,000 and above. The City Manager or designee may also appoint two ex-officio members of the Small Business Advocacy Committee to serve on any GSC purely in an advisory and non-voting capacity. The GSC establishes S/M/WBE Program Goals for the City of San Antonio (e.g., Annual Aspirational Goals, Contract-by-Contract Subcontracting Goals, and determining which M/WBE segments are eligible for Segmented Subcontracting Goals annually) based upon Industry Categories, vendor availability, project-specific characteristics, and M/WBE utilization. The GSC also makes determinations about which Affirmative Procurement Initiatives (APIs) are to be applied to specific contracts based upon various criteria.

Good Faith Efforts – documentation of the Respondent's intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation as stated in the solicitation 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., 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 CONTRACTORS that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.)

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 that is of legal majority age.

Industry Categories – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering, 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.”

Joint Venture Incentives – an API that provides inducements for non-SBE and non-M/WBE firms to collaborate with SBE or M/WBE partners in responses to solicitations and performing a Prime Contract to supply goods to, or to perform on behalf of, the City. Joint ventures are manifested by written agreements between two or more Independently Owned and Controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture. Incentives under this API may include Evaluation Preferences that are tied to the percentage of SBE or M/WBE participation in the joint venture, expedited issuance of building permits and extra contract option years in certain Other Services and Goods & Supplies contracts.

Minority/Women Business Enterprise (M/WBE) – firm that is certified 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 M/WBEs that have been certified for participation in the City's M/WBE Program APIs.

M/WBE Subcontracting Program – an API in which Prime Contractors or vendors are required to make Good Faith Efforts to subcontract a specified percentage of the value of prime contract dollars to certified M/WBE firms. Such subcontracting goals may be set and applied by the GSC on a contract-by-contract basis to those types of contracts that provide subcontract opportunities for performing Commercially Useful Functions wherein:

- (1) There have been ongoing disparities in the utilization of available M/WBE Subcontractors; or
- (2) Race-Neutral efforts have failed to eliminate persistent and significant disparities in the award of prime contracts to M/WBEs in a particular Industry Category or industry segment (e.g., Construction contracts, Professional Services contracts, and Architectural and Engineering contracts), and subcontract opportunities are limited outside of City contracts.

When specified by the GSC, the M/WBE Subcontracting Program may also be required to reflect Good Faith Efforts that a Prime Contractor or vendor has taken (or commits to taking in the case of solicitations that do not include a detailed scope of work or those in which price cannot be considered a factor in evaluation), toward attainment of subcontracting goals for M/WBE firms.

M/WBE Evaluation Preference – an API that the City may apply to requests for proposals or qualifications (RFPs or RFQs) on City Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts that are issued pursuant to a Best Value Contracting method or other methods of procurement wherein criteria other than lowest price are factored into the selection process. M/WBEs that submit responses for these kinds of solicitations are awarded additional Points in the scoring of their responses when evaluating and ranking their responses against those submitted by non-minority firms. Where specified in contract specifications as approved by the Goal Setting Committee, the M/WBE Evaluation Preference may be limited to Emerging M/WBE firms.

Minority Business Enterprise (MBE) – 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 an 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 with origins in any of the black racial groups of Africa.

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 Prime 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, Other Services, and Goods & Supplies contracts (e.g., up to 20 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.

Race-Conscious – any business classification or API wherein the race or gender of business owners is taken into consideration (e.g., references to M/WBE programs and APIs that are listed herein under the heading of “Race-Conscious”). To be eligible for the benefits of race- and gender-conscious APIs as provided in this Ordinance, M/WBE firms must also satisfy the size standards for being a Small Business Enterprise or SBE as defined herein.

Race-Neutral – any business classification or API wherein the race or gender of business owners is not taken into consideration (e.g., references to SBE programs and APIs that are listed herein under the heading of “Race-Neutral”).

Relevant Marketplace – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the 2015 Disparity Study, 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.

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 2015 Disparity Study analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

Segmented M/WBE Goals – the application of multiple goals for M/WBE participation within Annual Aspirational Goals or for M/WBE Subcontracting Goals on an individual City contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals. Such segmented goals specifically target the participation of a particular segment of business enterprises owned and Controlled by WBEs or certain Minority Group Members (e.g., African-Americans or Hispanic-Americans) based upon relative availability and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. The application of Segmented M/WBE Goals is intended to ensure that

those segments of M/WBEs that have been most significantly and persistently underutilized receive a fair measure of remedial assistance.

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 SBEDA Program.

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

Solicitation Incentives – additional inducements or enhancements in the solicitation process that are designed to increase the chances for the selection of S/M/WBE firms in competition with other firms. Such inducements and enhancements may include such terms as additional contract option years, increased quantities in supply contracts, and evaluation preferences, where not prohibited by law. These solicitation incentives may be applied as appropriate to solicitations, contracts, and letter agreements for Construction, Architecture and Engineering services, Professional Services, Other Services, and Goods & Supplies contracts, including change orders and amendments.

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of the binding agreement between the Prime Contractor and the Subcontractor shall be submitted prior to the City's issuance of a notice to proceed.

Suspension – the temporary stoppage of an 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, or pursuant to the Penalties and Sanctions set forth in Section III.E.13.

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 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 Ordinance is not inclusive of MBEs.

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:

A) Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to VSA, which shall be clearly labeled "IPW Project Manager Services" 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. VSA will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to VSA. VSA shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by VSA. No officer or employee, other than VSA's President and CEO, shall have authority to waive this requirement.

B) VSA 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 based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will VSA allow modification whereby VSA may incur increased risk.

C) A Contractor's financial integrity is of interest to VSA; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by VSA, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor'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. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

D) When applicable, Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the similar categories of insurance coverage required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and VSA as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Contractor. Respondent shall provide VSA with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by VSA's President & CEO or their designee, 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 VSA, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by VSA, VSA shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Contractor shall be required to comply with any such requests and shall submit requested documents to VSA at the address provided below within 10 days. Contractor shall pay any costs incurred resulting from provision of said documents.

Visit San Antonio
Attn: Javier Tamez, Administration Division
317 Alamo Plaza
San Antonio, Texas 78205

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

- Name VSA, its officers, officials, employees, volunteers, and Board members as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with VSA, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to VSA of San Antonio where VSA 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 VSA.
- Provide advance written notice directly to VSA of any suspension or non-renewal 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, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to VSA. VSA shall have the option to suspend Contractor'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 VSA may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, VSA shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

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

J) It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance carried by VSA 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 VSA shall be limited to insurance coverage provided.

L) Contractor and any subcontractors are responsible for all damages 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, VSA and VSA Board of Directors, employees, officers, volunteers and representatives of VSA, 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 VSA 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 VSA, its Board of Directors, officers or employees, in instances where such negligence causes personal injury, death, or property damage.

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 VSA in writing within 24 hours of any claim or demand against VSA 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. VSA 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 - VSA 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 VSA, unless such right is expressly waived by VSA in writing. RESPONDENT shall retain VSA approved defense counsel within seven (7) business days of VSA'S written notice that VSA is invoking its right to indemnification under this Contract. If RESPONDENT fails to retain Counsel within such time period, VSA shall have the right to retain defense counsel on its own behalf, and RESPONDENT shall be liable for all costs incurred by VSA. VSA shall also have the right, at its option, to be represented by advisory council of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of RESPONDENT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for RESPONDENT or any subcontractor under worker's compensation or other employee benefit acts.

RFP EXHIBIT 4

LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE

In accordance with Chapter 271, Texas Local Government Code, the City adopted a policy, known as the Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII.

This solicitation is subject to the Local Preference Program. For more information on the program, refer to the Local Preference Program Identification Form attached to this solicitation.

All bidders are required to complete and submit the Local Preference Identification form, regardless of the location of their business.

RFP EXHIBIT 5

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE

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

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

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

014 - RFP ATTACHMENTS

RFP ATTACHMENT A-1, Part One

Respondent Questionnaire - GENERAL INFORMATION

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

Respondent Name: _____

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____

Website address: _____

Year established: _____

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

Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

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

☐ Individual or Sole Proprietorship: If checked, list Assumed Name, if any: _____

☐ Partnership

☐ Corporation: If checked, check one: ☐ For-Profit ☐ Nonprofit
Also, check one: ☐ Domestic ☐ Foreign

☐ Other: If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

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. _____

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 VSA may contact concerning your proposal or setting dates for meetings.

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone 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?

Yes ____ No ____ If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

11. Previous Contracts:

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

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

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

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

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in 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

12. 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: _____

Email Address: _____

Telephone No. _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

Telephone No. _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

Telephone No. _____

Date and Type of Service(s) Provided: _____

RFP ATTACHMENT A-2

EXPERIENCE, BACKGROUND, & QUALIFICATIONS

Prepare and submit narrative responses to address the following items.

1. **Visit San Antonio's Primary Contact:** Provide the name of the individual who will be the primary contact for VSA's account. The individual must have sufficient authority to solve routine problems, command the resources necessary to address complex problems, and be accessible as necessary. Please provide his or her relevant experience on accounts of similar size and scope and include the following information:
 - a. Name, Title, Phone Number, Office Location, Mailing Address, and Email Address
 - b. Brief resume including years of experience with Respondent firm and years of experience in project manager services
 - c. Role on VSA's account
 - d. Availability during normal business hours, after hours, weekends, and holidays
 - e. Other major accounts for which primary contact will be responsible during the term of the Contract
2. **Other Key Personnel:** List any other key personnel to be assigned to VSA's account and each person's relevant experience on accounts of similar size and scope. Include the following information:
 - a. Name, Title, Phone Number, Office Location, and Email Address
 - b. Brief resume including years of experience with Respondent firm and years of experience in point of sale systems
 - c. Role on the VSA account
 - d. Availability during normal business hours, after hours, weekends, and holidays
 - e. Other major accounts for which key personnel will be responsible during the term of the Contract
3. **Experience, Background, and Qualifications:** Prepare and submit narrative responses to address the following items.
 - a. Describe your experience in providing the services referenced within the Scope of Services for IPW Project Manager Services for Visit San Antonio to include:
 - Years of experience
 - Number of any Destination Marketing Organization (or CVB) clients
 - Reference to any high profile clients
 - b. Describe your largest project manager service project performed within the last 5 years and share elements of complexity, summary of requirements and summary or success.
4. **Additional Information:**
 - a. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

RFP ATTACHMENT A-3

CREATIVE APPROACH

A key goal of this Scope of Work is to present and promote San Antonio as a premier leisure travel destination, targeting international tour & travel buyers and international media. IPW2023 presents many opportunities to do that.

Prepare and submit detailed narrative responses about what creative approaches might be taken specific to these elements outlined below. For this section, we are looking for creative approaches showing high impact, understanding of the destination and audiences. Budget/Logistics should not limit creative approaches or concepts:

- 1) Opening Event (for all attendees)
- 2) Closing Event (for all attendees)
- 3) Press Event Brunch (for 500 international media)
- 4) Sightseeing tours (for buyers)
- 5) Editorial Research Sightseeing tours (for media)

RFP ATTACHMENT A-4

PROPOSED PLAN

Prepare and submit in detail narrative responses to respond in detail regarding the following items:

1. Respondent's confidence in staying organized and prioritizing task for such a large event.
2. Respondent's plan for staying within project budget and approach in resolving any budgetary issues.
3. Respondent's plan for negotiating and securing in-kind, discounted and donated goods and services.
4. Provide an organizational chart indicating all key personnel that would be directly involved and their reporting structure.
5. Provide a timeline, including major milestones, for planning such a large event.
6. Describe any training that will be required for both Respondent's team and Visit San Antonio staff to fulfill the planning and implementation of IPW 2023.
7. Respondent to provide detail on any event planning tools that will be used for developing a successful event.
8. Provide any additional or relevant information Respondent wishes VSA to consider regarding the planning of IPW 2023.

RFP ATTACHMENT A – 5

PRICING SCHEDULE

Complete the chart below. If possible, indicate the Proposed Fee for the scope of services that have been identified in this solicitation. Proposed Fees shall be inclusive of all time and all expenses, including any travel costs, related to the each task. ***(Note: Please indicate if costs are one-time costs and/or recurring costs. Additional line items may be added or deleted as needed.)***

Description of Service/Scope of Services	Proposed Fee	
	One-time	Recurring
Total Cost		

RFP ATTACHMENT B



Contracts Disclosure Form

1. Name of person submitting this disclosure form.
First: _____ M.I. _____ Last: _____ Suffix: _____
2. Contract information.
Contract or project name: "IPW PROJECT MANAGER SERVICES"
3. Name of individual(s) or entity(ies) seeking a contract with Visit San Antonio (i.e. parties to the contract).
4. List any individual(s) or entity(ies) that is a partner, parent, or subsidiary entity(ies) of the individual or entity listed in Question 3.
<input type="checkbox"/> Not applicable - Contracting party(ies) does not have partner, parent, or subsidiary entities.
<input type="checkbox"/> Names of partner, parent, subsidiary entities, and all the board members, executive committee members and officers of each entity: _____
5. List any individuals or entities that will be subcontractors on this contract.
<input type="checkbox"/> Not applicable. No subcontractors will be retained for this contract.
<input type="checkbox"/> Subcontractors may be retained, but have not been selected at the time of this submission.
<input type="checkbox"/> List of subcontractors, including the name of the owners (s), and business name.
6. Disclosure of conflict of interest.
Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue for any Visit San Antonio Board member?
<input type="checkbox"/> I am not aware of any conflict(s) of interest issues for Visit San Antonio Board members.
<input type="checkbox"/> I am aware of the following conflict(s) of interest: _____
7. Prohibited Interest in Contracts.
Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member served on the Visit San Antonio Board of Directors?
Currently, or within the past twelve (12) months, has an owner, partner or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stock or shares, or 10% or more of the fair market value served on the Visit San Antonio Board of Directors?

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity who owns 10% or more of the voting stock or shares, or 10% or more of the fair market value, that will be a subcontractor for this contract, served on the Visit San Antonio Board of Directors:

- ☐ No
☐ Yes

Acknowledgements

1. Updates Required

☐ I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract is the subject of action by the Visit San Antonio Board of Directors, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

2. No Contact with VSA Board Members or Staff during Contract Evaluation

☐ I understand that a person or entity who seeks or applies for a VSA contract or any other person acting on behalf of that person or entity is prohibited from contacting VSA Board members and VSA employees regarding the contract after a Request for Proposal (RFP) has been released.

If contact is required with VSA Board members or VSA employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision may lead to disqualification of their offer from consideration.

Oath

I swear or affirm that the statements contained in the Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your name: _____

Title: _____

Company Name or DBA: _____

Date: _____

Please fill this form out and submit completed form with proposal to Visit San Antonio.
317 Alamo Plaza
San Antonio, TX 78205

RFP ATTACHMENT C

LITIGATION DISCLOSURE FORM

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

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 Visit San Antonio, 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 Visit San Antonio, the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes ____ No ____

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

RFP ATTACHMENT D

SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN FORM

Posted as a separate document

RFP ATTACHMENT E

LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM

Posted as a separate document.

RFP ATTACHMENT F

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM IDENTIFICATION FORM

Posted as a separate document.

RFP ATTACHMENT G

SIGNATURE PAGE

By submitting a proposal, Respondent represents that:

If awarded a contract in response to this RFP, Respondent will be able and willing to execute a contract in the form shown in the RFP, with the understanding that the scope and any 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 and 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 presentation & interview process, if any.

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 General Information Form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

Respondent agrees to comply with the Restriction on Communications provision of this RFP and that violations of that provision may result in disqualification of proposal from consideration or termination of contract, once awarded.

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

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page may 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.)

While Co-Respondent does not have to submit a copy of Respondent's proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

RFP ATTACHMENT 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	
General Information & References Questionnaire, RFP Attachment A - 1	
Background, Qualifications & Experience Questionnaire, RFP Attachment A-2	
Creative Approach A-3	
Proposed Plan Questionnaire RFP Attachment A-4	
Pricing Sheet, RFP Attachment A-5	
* Contracts Disclosure Form RFP Attachment B	
Litigation Disclosure RFP Attachment C	
* SBEDA Form – Subcontractor/Supplier Utilization Plan Form RFP Attachment D; and Associated Certificates, if applicable	
Local Preference Program Identification Form RFP Attachment E	
Veteran-Owned Small Business Preference Program Identification Form RFP Attachment F	
Proof of Insurability (See RFP Exhibit 2) Insurance Provider's Letter Copy of Current Certificate of Insurance	
* Signature Page RFP Attachment G	
Proposal Checklist RFP Attachment H	
Eight (8) hard copies (1 original copy) incorporating all Tabs referenced in Section 006 – Proposal Requirements.	

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