

CITY OF ALAMO HEIGHTS

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San Antonio, Texas 78209
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October 19, 2016

CITY OF ALAMO HEIGHTS

6116 Broadway
San Antonio, TX 78209

**CITY OF ALAMO HEIGHTS, TEXAS
SEEKING PROPOSALS FOR
GEOGRAPHIC INFORMATION SYSTEMS (GIS) SERVICES**

The City of Alamo Heights is seeking proposals from Respondents to provide Geographic Information Systems (GIS) Services.

Sealed Requests for Proposals will be received **until 3:00 p.m., Friday, November 18, 2016** by the City Secretary at City Hall, 6116 Broadway, which will then be publicly opened and acknowledged thereafter in the City Council Chamber, 6116 Broadway. Sealed Requests for Proposals shall be marked "GIS Services RFP" on the outer envelope.

Request For Proposals packets may be obtained from the Community Dept. or on the City's website www.alamoheightstx.gov. Questions may be directed to Jason Lutz, Community Development Director at jlutz@alamoheightstx.gov.

Jennifer Reyna
City Secretary

CITY OF ALAMO HEIGHTS
COMUNITY DEVELOPMENT



REQUEST FOR PROPOSALS
GEOGRAPHIC INFORMATION SYSTEMS (GIS)
SERVICES

SUBMITTAL DEADLINE
November 18, 2016 @ 3:00 P.M. CST

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October 18, 2016

REQUEST FOR PROPOSAL

Proposals marked "GIS Services" will be received by the City Secretary, City Hall, 6116 Broadway, Alamo Heights, Texas until 3:00 P.M. on Friday November 18, 2016.

Geographic Information Systems (GIS) Services

Additional specifications or information may be obtained at the Community Development Department, 6116 Broadway or by calling Jason Lutz at (210) 832-2250. Proposal packages may also be obtained at www.alamoheightstx.gov.

Any proposal received after the time set for the opening thereof will be returned to the vendor unopened.

The proposal will be awarded to the most responsible vendor who provides goods and services at the best value to the City of Alamo Heights and receiving the highest score on the evaluation form as per the evaluation criteria provided with this proposal package.

THE CITY, IN ACCORDANCE WITH LAW, RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS. The City shall be the sole judge of "responsible" and "best value" and this determination shall be final except in cases of a clear definitive showing that such determination is arbitrary, capricious, and unreasonable.

Jennifer Reyna
City Secretary

PART I – INTRODUCTION/INFORMATION

01. PURPOSE

The City of Alamo Heights, Texas (“City”) is distributing this Request for Proposal (“RFP”) to evaluate potential vendors who are interested in providing professional and qualified GIS services for the city limits of Alamo Heights, Texas. By the creation and implementation of a Geographic Information System (GIS), the following will occur:

1. Will help map and track public infrastructure
2. Improve efficiency
3. Efficient management of information greatly improves the quality of planning
4. Provide City Staff, Citizens, and Other Parties with access to geographic information for Alamo Heights
5. Generate statistics, reports, aerial and close-range photos, satellite images, maps and drawings
6. Streamline the notification process

The intent of this RFP is to communicate the City’s requirements and to provide vendors with sufficient information to enable them to prepare a response. This RFP is not an offer to enter into an agreement with responding vendors. Only the execution of a written contract will obligate the City in accordance with the terms and conditions of such contract. This RFP represents the City’s request to receive proposals from vendors that are interested in providing GIS services. This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal in response to this request, or to procure or contract services or supplies. The City reserves the right to accept or reject any or all proposals received pursuant to this request, to negotiate with one or all qualified vendors, or to cancel in part or in its entirety this RFP if it is in the best interest of the City to do so. The City may require the vendor(s) selected to participate in negotiations and to submit technical or other revisions of their proposal, as a result of any such negotiations. The City reserves the right to interview contractors prior to awarding a contract. The lowest priced proposal will not necessarily be the one which is accepted.

The City shall pay the winning Respondent a fixed rate for services rendered. The winning respondent will be required to comply with Best Management Practices for its industry and all applicable City, State, and Federal laws and comply with all changes in City, State and Federal laws within (30) days after the change is made or sooner if required by law. Changes resulting in a significant financial impact to the contractor will be addressed by the City in the form of change order or amendment to the contract, if determined to be necessary by the City.

No portion of this contract may be assigned or sublet by the winning Respondent without the prior notification to and written authorization of the Community Development Director. If such permission is granted, the sub – contractor will be obligated for all

charges as if the sub – contractors were a part of the winning Respondent’s company. All insurance and all regulations will be applied for the duration of the sublet.

The City will waive any and all associated municipal permits and fees, if applicable. However a permit for any street closures required for instillation shall be obtained through the Development Services Department in order to properly coordinate with affected departments and provide proper notification for citizens.

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this RFP, contact Jennifer Reyna, City Secretary, at (210) 832-2209. For technical information, contact Jason Lutz, Community Development Director at (210) 832-2250. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer has familiarized himself with the nature and extent of the work, equipment, materials, and labor required.

03. ELIGIBILITY

To be eligible to respond to this RFP, the proposing contractor must demonstrate the resources, expertise and ability to complete the aforementioned activities. Previous involvement with similar projects will be an important factor in evaluating the qualifications of the Contractor. The Contractor will provide any successfully completed services, as specified in the Technical Specifications/Scope of Services section of this RFP and are properly and legally licensed to perform such work. In addition, the firm must have no conflict of interest with regard to any other work performed by the firm for the City of Alamo Heights.

04. PROPOSAL REQUIREMENTS

Two (2) hard copies and one (1) electronic version (PDF preferred) of the RFP response must be submitted. Respondent’s proposal shall include the following items. The response must be delivered in a binder along with the electronic copy on or before the date specified.

1. Bid Proposal form
2. Bid Bond
3. Reference and Qualifications Statement
4. Signature Page

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 documents may result in the respondent’s proposal being deemed non – responsive and, therefore, disqualified from consideration. In

07. EVALUATION CRITERIA

The City will conduct a comprehensive, fair, and impartial evaluation of all proposals received in response to this RFP. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below.

If the City elects to conduct interviews, respondents may be interviewed and reevaluated based upon these same criteria. The City may also request additional information from respondents at any time prior to final approval of a selected respondent. The City reserves the right to select one, or more, or none of the respondents to provide services. Final approval of a selected respondent is subject to action by the City Council.

Proposals should be organized to clearly address the following criteria:

1. Firm experience
2. Technical competence
3. Capability to perform
4. Past performance of the firm's team and members of the team
5. Firm reputation
6. Quality of firm's goods or services
7. Firm's past relationship, if any, with the municipality
8. Firm experience with public sector clients
9. Understanding of the operation of GIS Mapping
10. Current work load and staff
11. Positive responses of references
12. Explanation of service capabilities and response time

08. AWARD OF CONTRACT

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

The contract, if awarded, will be awarded to the respondent(s) whose proposal(s) is deemed most advantageous to the City as determined by the City Council.

City may accept any proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection of or alternate RFP on the part of the City.

No work shall commence until the City signs the contract document(s) and respondent(s) provides the necessary evidence of insurance, as required in this RFP and the contract. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the winning respondent and commence negotiations with another respondent.

If selected, respondent will be required to comply with the insurance and indemnity requirements established herein.

Independent Contractor, respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) an shall be deemed to be an independent contractor(s), responsible for its/their respective acts or omissions, respondent's actions and that none of the parties hereto will have the authority to bind the others or to hold out to third parties that it has such authority.

Once all paperwork is in, the city shall provide the contractor a Notice To Proceed. The Contractor shall begin work immediately and complete within (60) calendar days, counted from the date specified on the Notice To Proceed. Allowance for unexpected issues will be permitted upon approval of the Director of Community Development Services. Verbal request for time will not be accepted.

09. LAST DATE FOR QUESTIONS

Any questions proposed to be addressed and which might require an addendum must be submitted in writing to the City's Community Development Director. The City shall accept written questions of a material nature until five (5) working days prior to the opening date.

All inquiries shall specify page and paragraph reference for each question. It is anticipated that a response will be issued within two (2) working days of the date of receipt of questions.

10. INVOICES/PAYMENTS

Contractor shall submit invoices no more often than on a monthly basis, following commencement of work. The final invoice shall be submitted upon completion.

11. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

Contractor agrees and understands that the Contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

12. MODIFICATION OF SERVICES

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion. If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been

established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

12. ADDITIONAL ITEMS

The City may require additional items of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items, and shall provide the City prices on such additional items based upon a formula or method which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other vendors, or to cancel the Contract upon giving the Contractor ten (10) days written notice.

13. INDEPENDENT CONTRACTOR

The Contractor is an independent Contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City.

Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

14. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. the non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
2. the excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
4. The non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a long term. Economic hardship of the Contractor will not

constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

15. INSURANCE

Contractor shall furnish the City's Community Development Department original certificates of insurance as outlined in the RFP, and prior to the date on which the Contractor or any sub-contractor commences any performance of any operations under this contract. Certificates of insurance shall be subject to review and approval by the City's Risk Manager. All required insurance certificates, which shall be maintained in full force by the Contractor and all subcontractors for the duration of the contract term, and any extension terms.

All certificates of insurance shall include the following provisions:

1. Not less than thirty (30) day notice prior to cancellation or material change in coverage;
2. The City of Alamo Heights, Texas its elected officials, employees and agents shall be specifically named as "additional insured" on the policies for commercial general liability;
3. Certificates of insurance for all types of insurance required under this contract shall delete the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" from the cancellation wording of the certificate of insurance;
4. Certificates of insurance shall be delivered to the Community Development Department, 6116 Broadway, San Antonio, Texas 78209, prior to commencement of any contract work.
5. Contractor shall provide the following insurance coverage:
 - i. Workers' Compensation & Employer's Liability Insurance as required by Texas Statutes for benefit of Contractor employees.
 - ii. Automobile liability coverage covering all owned, non-owned, and hired automobiles for limits of not less than \$500,000. Combined single limit per occurrence for bodily injury and property damage.

16. SUB-CONTRACTING

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the RFP response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest.

17. ADMINISTRATION OF CONTRACT

Overall performance under the resultant contract shall be supervised by the Community Development Director. If at any time during the contract period, performance is deemed

to be unsatisfactory, the Contractor, upon notification by the City shall take such steps necessary to perform as per specifications. If at any time, in the opinion of the City, there has been a breach of contract, the Contractor shall be notified and a hearing shall be set for a date within fifteen (15) days of such notice. At that time, the Community Development Director, or their designees, shall hear the Contractor and City representatives. The City shall make a determination as to whether or not there have been a breach of contract, and shall direct what further action shall be taken.

If, in the determination of the City, a breach of contract exists the City may terminate the right of the Contractor to proceed under this contract or with such part or parts of the contract as are determined to be in default. The City may hold the Contractor liable for any damages caused to the City by reason of such default or termination.

In the event of a termination, any completed services performed by the Contractor under this Contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor shall not be relieved of any liability to the City for damages sustained by the City by reason of any breach of contract by the Contractor. The City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damage due the City from the Contractor is determined. The Contractor shall not be held liable for damages under this Contract solely for reasons of delay, if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating the Contract because of this delay.

18. RESERVATIONS

The City reserves the right to accept or reject any or all proposals as a result of this request, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this RFP if found to be in the best interest of the City. The City may, at its sole discretion, allow minor deviations from the RFP requirements if deemed in the best interests of the City. Additionally, although the City desires to contract with a single vendor for all work/services to be provided, the City reserves the right to split the work/services and deal with multiple vendors if it is deemed to be in the City's best interest. All proposals become the property of the City of Alamo Heights.

PART II – TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01. PURPOSE

The chosen vendor shall be responsible for creation and implementation of a Geographic Information System (GIS) Services that is compatible with Esri products. It is expected that the chosen vendor will be given 60 days from the date of the contract award to complete the work. The City retains the right to obtain similar services from additional contractors.

Services shall include the following:

1. To develop a web-based, user-friendly interactive mapping and information application.
 - a. This web-based system should be usable by people with no formal GIS training, and should be as accessible as possible using basic desktop software/browsers.
2. Create and digitize data sets/layers concerning, but not limited to, the following:
 - a. Zoning
 - b. Streets
 - c. Ownership parcels
 - d. Floodplains
 - e. Topography/contour lines
 - f. Utility infrastructure
 - g. Traffic counts
 - h. Aerial photography (historic & most current available)
 - i. Address points
 - j. Adjacent municipal boundaries
 - k. City limits
 - l. Other available/pertinent data
3. Provide technical assistance/maintenance
4. Hosting, storage, data maintenance, and 2 years of site maintenance
5. Update data on a monthly basis or as needed
6. GIS data base will be maintained and backed up off site and designed with the capacity to include pictures that can be linked to points on a map layer.
7. The contract will require monthly project status meetings, during the development of the program and quarterly reports after completion, with City Staff who will provide feedback to the consultant.
8. The contract will require the consultant to make suggestions on ways to improve City operations to make populating the GIS data base better and more accurate.
9. The contract will include providing training to City Staff on the operation of the system.
10. The consultant will be asked to provide a description of the data requirements that developers should be submitting to the City when land divisions are approved to allow for updates to the GIS system.

PART III – EVALUATION AND AWARD PROCEDURES

01. REQUIREMENTS

To be eligible for contract award, the Proposer must have and must document that it has the following:

1. Provided services similar to those required in this RFP to at least one jurisdiction or for a private entity with a similar scope of work. Award of the contract will be based on the evaluation criteria listed below:

Evaluation Criteria	Maximum Points (100)
1) Qualifications and experience	20
2) Operational plan for the City	25
3) Resources and availability	20
4) Past performance	25
5) Price proposal	10

The City reserves the right to award the contract to the Proposer who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

Proposals will be evaluated in a two-step process by an evaluation committee of qualified City staff and other persons selected by the City. In step 1, the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. If less than three (3) responsive proposals are received, the committee will give further consideration to all responsive proposals.

Finalists may be required to provide an oral presentation by appearing before the evaluation committee or by conference telephone call for clarification purposes only. The committee will then re-score and re-rank the finalist's proposals.

The first ranked Proposer resulting from this process will be recommended to the Alamo Heights City Council for award. The recommended Consultant may be required to appear before the City Council to answer questions for contract award.

PART IV – EXHIBITS & ADDITIONAL DOCUMENTATION

TAB A Qualifications and Experience

- 1) Describe the qualifications and experience of the vendor in the last thirty-six (36) months in performing services in similar size and scope. Particular emphasis will be placed on vendors that have provided similar services in municipalities.
- 2) Identify the project manager and each individual who will work on this project.

TAB B Rates and Expenses (System)

- 1) Provide a proposed fee schedule for the system installation. Such as hardware, software, equipment, and other appurtenance to facilitate a Geographic Information System.
- 2) Expenses not specifically listed will not be considered reimbursable.

TAB C Rates and Expenses

- 1) Provide a proposed fee schedule and timeline for creation/implementation of the program. Please discuss the rationale for this proposed schedule.
- 2) Expenses not specifically listed will not be considered reimbursable.

TAB D Project Timeline

- 1) Proposals must provide chronological timeline of each task or event and the estimated time required to complete the engagement.

TAB E Project Design and Methodology

- 1) Proposals must indicate the technical approach used and a clear understanding of the scope of the work, including a detailed project plan for this project outlying major tasks and responsibilities, time frames, and staff assigned for each category of the scope of work identified above.
- 2) Proposals shall clearly distinguish the vendor's duties and responsibilities and those of the City. Absence of this distinction shall mean the vendor is assuming full responsibility of all tasks.
- 3) Describe the process of City staff adding/updating additional data to the system.

TAB F Oversight from Single Vendor

- 1) The City strongly desires to contract with a single vendor to accomplish all work and/or services outlined in this Request for Proposal.
- 2) Any proposed subcontractor must be identified in the proposal response.
- 3) Any work not conducted by the Vendor or his subcontractor must be disclosed.

TAB G References

- 1) Provide references for similarly successful projects from three government agencies, including the name of the agency, contact name, telephone, fax and email address. Reference listings should also include any relevant project numbers and contract prices.

TAB H Exclusions, acknowledgement of any addenda issued.



CITY OF ALAMO HEIGHTS
 6116 BROADWAY
 ALAMO HEIGHTS, TEXAS 78209

ATTACHMENT A

SUBMITTAL COVER / SIGNATURE SHEET

ISSUE DATE:	October 18, 2016	Request For Proposal Title
		GEOGRAPHIC INFORMATION SYSTEMS (GIS) SERVICES
DATE OF CLOSING:	November 18, 2016	DEPARTMENT: Community Development Department
TIME OF CLOSING:	(No later than) 3:00 p.m. CDT	
SUBMIT TO:	City of Alamo Heights 6116 Broadway San Antonio, TX 78209	

READ AND SIGN BELOW. UNSIGNED COVER SHEETS WILL NOT BE ACCEPTED.

Legal Name of Firm:	
Address:	
City:	
State:	Zip Code:
Contact Person:	
Office Phone Number:	Alternate Phone Number:
E-Mail Address:	Fax Number:

Signature of Authorized Individual

Date

Typed Name of Authorized Individual

Typed Title of Authorized Individual

ATTACHMENT B

Regulatory Compliance and Criminal History Warranty; Acknowledgement of Fiduciary Duty Owed by Contractor to City

(a) Compliance. Histories, Warranty, Fiduciary Duty, Discretionary Termination. The successful bidder [proponent] must demonstrate to the City's satisfaction that bidder [proponent] has clean environmental, criminal, and other compliance histories with state, federal, and local agencies or authorities. By submission of a bid or proposal in response to this solicitation, bidder [proponent] Warrants to the City that he / she / it (in the case of a corporation or other legal entity), including advisors, executive and supervisory employees, agents and representatives, are in good stead with all regulatory authorities that may have interests in or jurisdiction over the work activity or service bid [proposed] by the Contractor. Regulatory interest or jurisdiction may go directly to the Contract activity in question, to potential consequences of the activity, or indirectly to any regulated matter that may reflect upon the Contractor's competency and integrity. The City relies upon Contractor's Warranty and shall treat the Contractor as having a special fiduciary duty to the City in this respect due to potential for environmental, third party, and other regulatory liabilities which may attend this Contract, including but not limited to regulatory criminal responsibility. Contractor acknowledges such fiduciary duty to the City, promising a high standard of performance and best efforts to protect the public interest against consequences of environmental mishap. Contractor warrants that no matters pertaining to violations, notices of violation, or notices of regulatory concern are now pending against Contractor or those persons (employees / affiliates) of concern mentioned above; and that no civil or criminal litigation, and no manner of enforcement activity, however preliminary, is *pending* against Contractor or those persons, regardless of category or class of violation or potential violation. *If any such matters are pending, Contractor must reveal and explain those matters in writing at the time his / her / its bid [proposal] is tendered to the City.* If any such matters have been resolved, *during the last five (5) years*, Contractor must similarly reveal and explain same to the City with the bid [proposal] submission. The City retains the right to determine, according to its discretion, whether or not a pending, unresolved, or resolved enforcement issue or criminal matter concerning Contractor, its operations, or employees / agents / representatives may impact the responsible status of Contractor, i.e., render the Contractor unqualified, or detract from Contractor's competency standing. In reliance on Contractor's Warranty, the City reserves to itself the right to terminate the Contract, without further obligation upon the City and without further recourse or remedy for the Contractor except that the City shall duly pay Contractor for work or services performed to date of termination, should the City determine, following award of the Contract that Contractor failed to reveal and explain to the City's satisfaction any such matters having regulatory or criminal import or implications.

(b) Criminal Histories. Pending and Resolved; Termination. Contractor must disclose and explain in writing any pending criminal matters associated with his / her / its business operation. This disclosure goes to Contractor's person, and to all persons working for Contractor in a supervisory, advisory, executive, agency, or in any representative capacity or manner associated with Contractor's business enterprise, which person(s) have any criminal enforcement action pending against him or her, regardless of class or category of alleged violation which may be pending, however preliminary, including investigation. And concerning resolved criminal matters, Contractor must make similar written disclosures and explanations for the same category of persons, which disclosures and explanations concern any criminal enforcement action that may have been resolved against such persons during the last five (5) years. Failure to make such disclosures and explanations, with the submission of the bidder's [proponent's] response to the City's solicitation, shall be grounds for the City's termination of the Contract, should such information come to the City's attention after award of the contract; in

which case, Contractor shall be without recourse and remedy, except for the City's payment to Contractor for services or work performed up to date of termination.

(c) Voidable Contract. Contractor's failure to abide by disclosure and explanation requirements, in (a) and (b), above, shall render the Contract voidable at the City's discretion, with no compensation due Contractor, if concealed or undisclosed violations, or undisclosed or concealed investigations leading to formal criminal charges, are of such portent, in the City's judgment, as to place the City in a position of regulatory or third party liability exposure, or shall pose or result in a threat to the public health, safety, or welfare. Any sums paid Contractor, in the event of a voided contract, shall be recoverable by the City, in addition to and cumulative of any other legal or equitable remedies the City may have. Contractor understands the City shall enjoy the termination and voidable contract remedies set forth in paragraph (b) and this paragraph (c) due to the fiduciary duty owing from Contractor to City and due to the City's reliance on the Contractor's Warranty of Regulatory Compliance and clean Criminal History.

ATTACHMENT C

RESPONDENT'S QUESTIONNAIRE

1. Respondent Information: Provide the following information regarding the Respondent.
(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #1.2. If Joint Venture or Partnership, attach Joint Venture or Partnership Agreement.)

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. : _____ Fax No: _____

Social Security Number or Federal Employer Identification Number: _____

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

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

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

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

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. : _____ Fax No: _____

Email: _____

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

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

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

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

6. **Local Operation:** Does the Respondent have an office located in Bexar County,

Texas? Yes No If "Yes", respond

to a and b below:

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

Years _____ Months _____

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

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. **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.

List here, any other names under which Respondent has operated within the last 10 years.

ATTACHMENT D

LITIGATION DISCLOSURE

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

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes No

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of Alamo Heights or any other Federal, State or Local Government, or Private Entity?

Yes No

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of Alamo Heights 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.

ATTACHMENT E

INSURANCE REQUIREMENTS

Contractors performing work or services on City property or public right-of-way for the City of Alamo Heights shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work or services have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Alamo Heights.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
1. Workers' Compensation 2. Employer's Liability	Statutory \$100,000 each accident	City to be provided a waiver of subrogation.
3. Commercial General Liability to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Independent Contractors d. Personal Injury e. Contractual Liability f. Personal/Advertising Injury g. Medical Expenses h. Fire Legal Liability	\$1,000,000 each occurrence, \$1,000,000 general aggregate; Or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated B+VI or higher by A.M. Best or A or higher by Standard & Poors.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.	
5. Crime/Employee Dishonesty (including monies and securities)	\$250,000	
6. Indemnification Bond*	\$250,000	

*If applicable.

ATTACHMENT F

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:

RESPONDENT covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT's activities under this CONTRACT, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. HOWEVER THE SCOPE OF INDEMNITY IMPOSED ON RESPONDENT BY THIS AGREEMENT DOES NOT EXTEND TO ACTIONS TAKEN BY RESPONDENT OR ITS AGENTS IN DIRECT RESPONSE AND IN COMPLIANCE WITH ORDERS AND DIRECTIONS GIVEN TO RESPONDENT AND IT AGENTS BY THE CHIEF OF POLICE OR HIS REPRESENTATIVE OR SENIOR FIREFIGHTERS IN CONTROL OF AN ACCIDENT SCENE.

It is the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by RESPONDENT to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. RESPONDENT further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

However, given the industrial character, history, and intended use of the site, subject of this RFP, the foregoing contributory cause provision shall not relieve the RESPONDENT of the obligation to fully indemnify, defend, and hold harmless the CITY and all those persons recited above, according to the foregoing paragraphs, when the claim, demand, criminal or civil action, regulatory enforcement action, demand or direction for remediation is brought by an environmental regulatory agency or division, local, state, or federal, in which case THE SELECTED RESPONDENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES, FOR THE CITY'S ALLEGED OR PROVEN NEGLIGENCE EVEN WHEN THE CITY'S SOLE NEGLIGENCE MAY BE ALLEGED OR PROVEN.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this contract, and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

ATTACHMENT G

CONFLICT OF INTEREST QUESTIONNAIRE	FORM CIQ
For vendor or other person doing business with local governmental entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY Date Received
1) Name of person doing business with local governmental entity.	
2) <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.	
<p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3) Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.	
4) Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.	

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5) Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer name in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6) Describe any other affiliation or business relationship that might cause a conflict of interest.

Signature of person doing business with the governmental entity

Date

ATTACHMENT H

VENDOR ACKNOWLEDGEMENT FORM

THIS FORM MUST BE THE LAST PAGE OF YOUR ORIGINAL PROPOSALS AND COPIES!

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions contained in the specifications of the proposal.

The following information must be filled out in its entirety for your proposal to be considered.

Company Name:

Address of Principal Place of Business:

Phone/Fax of Principal Place of Business:

Address, Phone and Fax of
Majority Owner Principal Place
of Business:

E-mail Address of Representative: _____

Authorized Representative: _____
Signature Date

Printed Name