



**CITY OF ALAMO HEIGHTS
REQUEST FOR PROPOSALS (RFP) 2019
PARKING STUDY**

Request for Proposals, plainly marked **RFP 2019, REQUEST FOR PROPOSAL FOR PARKING STUDY SERVICES DO NOT OPEN** on the outside of the mailing envelope, addressed to Jennifer Reyna, City Secretary, City of Alamo Heights, 6116 Broadway, Alamo Heights, Texas 78209 will be accepted until 2:00 p.m., Central Time, on Friday, October 11, 2019.

The RFP may be downloaded from the City's website, <https://www.alamoheightstx.gov/departments/administration-and-finance/rfps-rfqs-bids/> or by contacting the City Secretary at jreyna@alamoheightstx.gov. Any questions regarding this RFP should be addressed to the Community Development Director, Nina Shealey by e-mail nshealey@alamoheightstx.gov. Responses to questions will be posted with the solicitation on the City of Alamo Heights website.

The City of Alamo Heights reserves the right to reject any and all request for proposals, to waive any irregularity, informality, technicality, or deficiencies, to proceed or not to proceed with any subsequent proposal process, or to negotiate without further process any contract as may be in the best interest of the City. This solicitation does not obligate the City to enter into an agreement with any proposer. The City reserves the right to cancel this Request for Proposal (RFP) at any time, at its discretion.

IMPORTANT DATES

Solicitation Release Date September 11, 2019
Submittal Deadline (2:00 p.m. CST) October 11, 2019
Interviews TBD
Select Firm & Award Contract TBD

<u>City Contact</u>	<u>Mailing/Physical Address</u>
Nina Shealey, Community Development Director	City of Alamo Heights
Phone: 210-832-2250	6116 Broadway
E-mail: nshealey@alamoheightstx.gov	Alamo Heights, Texas 78209

CITY OF ALAMO HEIGHTS
REQUEST FOR PROPOSALS 2019
PARKING STUDY

The City of Alamo Heights is soliciting proposals from qualified firms (Consultants) for the development of a comprehensive parking study to meet current and projected future parking demands. The upper Broadway including the Alamo Heights High School area (Figure 1) and lower Broadway/Austin Hwy including Alamo Heights' downtown area (Figure 2) will be the geographic focus, which is designated as the "Study Area". The successful proposal will demonstrate a thorough understanding of the City's current parking system, its future parking needs, and provide a long term parking strategy.

SECTION 1. INTRODUCTION:

The City of Alamo Heights is a home-rule municipality, meaning that it operates under a municipal charter that has been adopted or amended as authorized by Article XI, Section 5, of the Texas Constitution. The original Alamo Heights City Charter was adopted in 1954 and then amended in November 2007 and May 2011. Pursuant to its provisions and subject only to the limitations imposed by the state constitution and by state law, all powers of the City are vested in the elective City Council, which enacts local legislation, adopts budgets, determines policies, and appoints the highest-level city officials. The City Council executes the laws and oversees the government of the city. The City is a full service City and provides a wide variety of services to citizens and visitors in the Alamo Heights area. Services include police, community development, building inspections, code enforcement, public works (owner and operator of water system and wastewater system), and general administrative activities.

The City of Alamo Heights follows a "Council-Manager" form of government as provided by the City Charter. Alamo Heights is governed by a Mayor and five (5) Councilmembers who serve staggered two (2) year term.

The City has three (3) boards and commission: the Planning & Zoning Commission, Board of Adjustment and Architectural Review Board.

SECTION 2. REQUEST FOR PROPOSALS:

The purpose of the parking study is to analyze the opportunities and needs for parking in the City of Alamo Heights within the study area(s) and develop a parking master plan that meets the needs of visitors, downtown merchants and employees and City residents. There is a growing sense that the City may need to make adjustments in current parking policies and practices to better accommodate current and future parking demand.

In order to be considered, proposals must address each of the request for information included in the document.

In order to ensure a fair review and selection process, consulting firms submitting proposals are specifically requested not to make contact with other City staff or City Council regarding this proposal. Any questions regarding this RFP should be addressed to Nina Shealey, Community Development Director, nshealey@alamoheightstx.gov no later than ten (10) days prior to the submission deadline. Responses to questions will be posted on the City's website <https://www.alamoheightstx.gov/departments/administration-and-finance/rfps-rfqs-bids/>

SECTION 3. SUBMITTAL REQUIREMENTS

Respondent shall submit one (1) complete original proposal signed in ink, and four (4) hard copies and one (1) electronic copy in PDF format on USB Flash Drive of the entire proposal in a sealed package clearly marked with the project name, "RFP 2019, PROPOSAL FOR PARKING STUDY DO NOT OPEN," shall be marked on the front of the package.

In order to be considered, proposals must be received no later than **2:00 PM, Central Time, October 11, 2019**, and delivered to:

Jennifer Reyna
City Secretary
6116 Broadway
Alamo Heights, TX 78209

Proposals received after the deadline will not be accepted. Faxed or emailed proposals will not be accepted. Postmarks prior to the deadline are not sufficient for acceptance. The City will not be responsible for any errors or omissions in the proposals or for any delays in delivery.

The City will not reimburse any expenses incurred by the responder including, but not limited to, expenses associated with the preparation and submission of the response and/or attendance at interviews. All timely proposals become the property of the City upon receipt and shall not be returned. **Any information deemed to be confidential by respondent should be clearly noted on the page(s) where the confidential information is contained.** The City, however, 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 the respondent may not be considered confidential under Texas law, or pursuant to a Court Order.

The City of Alamo Heights reserves the right to reject any and all proposals, to waive irregularities, to request additional information from all respondents, and further reserves the right to select the proposal, which furthers the best interest of the City. This solicitation does not obligate the City to enter into an agreement with any proposer. The City reserves the right to cancel this Request for Proposal (RFP) at any time, at its discretion.

The City will review the respondents in order of perceived qualifications to determine the most highly qualified respondent. Negotiations will be initiated with the consulting firm selected most highly qualified in order to attempt to arrive at a contract with that firm at a fair and reasonable price. The professional fees under that contract must be consistent with, and not higher than, the recommended

practices and fees published by the applicable professional associations, and may not exceed any maximum provided by law.

3.01 Late Submission

The City will not receive/accept any late proposal submission after the due date and time. : Proposals received by the City after submission deadline will be considered void, unacceptable and will not be opened. City is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office shall be the official time of receipt.

3.02 Solicitation Costs

All costs, indirectly or directly, incurred by Respondent in the preparation, printing, demonstration, or negotiation of its request of proposal shall be borne by the Respondent. This solicitation does not obligate or commit the City to pay any costs incurred in the preparation and submission of the request of proposal or to contract for the goods/services specified. Further, the City is not obligated to pay any costs incurred by any Respondent as a direct result of errors or omissions committed by City employees or agents in the preparation of this solicitation and the processing of the Respondent's request of proposal. It is incumbent upon each Respondent submitting a statement of qualifications to verify the accuracy of the information herein contained based upon each Respondent's research and information, and to immediately advise the City of any discrepancies.

3.03 Rejection of Request of Proposal

The City may, by written notice to the Respondent, reject any request of proposal if the City determines that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Respondent, or any agent, or representative of the Respondent, to any employee, agent or elected official with a view toward securing a contract or securing favorable treatment with respect to the award or amendment of this solicitation.

3.04 Clarification

No pre-proposal conference is scheduled. If any Respondent is in doubt as to the meaning of any part of this solicitation, a written request for clarification should be submitted to Nina Shealey, Community Development Director, and nshealey@alamoheightstx.gov no later than ten (10) consecutive days prior to the official time for submission. An interpretation of the request shall be made only by written response, duly issued, with a copy posted for review on the City website.

3.05 Separate Contract

The City will require the selected Respondent to sign a separate, formal contract that fully incorporates all the provisions of this solicitation. The City reserves the right to modify terms and conditions of any proposed contract during negotiations with the Respondent.

3.06 Requests for Non-Disclosure of Information

Except for those documents or portions of documents required to be disclosed by law, all documents submitted as part of the Respondent's proposal will be deemed confidential during the evaluation process. Following award of contract, all proposals will become public documents and will be available for public viewing unless the Respondent has previously requested in writing the nondisclosure of trade secrets and other proprietary data and has clearly identified those portions of its request for proposals, which the Respondent considers to be trade secrets and/or proprietary data. The Respondent may not identify its entire request of proposal as consisting of trade secrets and/or proprietary data and any statement of qualifications so marked shall be considered nonresponsive. The City makes no representations with regard to whether the identified proportions of a request of proposal are subject to public viewing pursuant to the Texas Public Information Act (Section 52.001 et seq. of the Texas Government Code) or any other applicable law or statutes.

3.07 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 independent contractors, responsible for their respective acts or omissions, and that the City shall in no way be responsible for Respondent's actions.

3.08 Assignment

Respondent may not transfer or assign their proposal or any contract between a Respondent and the City, which is awarded under this solicitation.

3.09 Tax Exemption

Unless otherwise noted, the City is exempt from all, and shall not pay or reimburse the Respondent with respect to any local, state, and federal taxes.

3.10 State of Texas Conflict of Interest CIQ Form

Chapter 176 of the Texas Local Government Code requires that persons , or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City shall file a completed Form CIQ if those persons meet the requirements under §176.066(a) of the statute. Form CIQ is available from the Texas Ethics Commission.

3.11 Representation of Respondent

By submitting request of proposal, Respondent represents that:

- (i) Respondent has read and understands this solicitation;

- (ii) Respondent's request of proposal is made in accordance with this solicitation;
- (iii) Respondent's request of proposal is based upon the information set forth in this solicitation.

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SECTION 4. SCOPE OF SERVICES

The Consultant selected is to facilitate and develop a Parking Master Plan that will provide recommendation for land use and parking. Consultants are encouraged to recommend additional analysis or review that will result in an improved parking plan.

Review existing public and private parking facilities

- Parking utilization observations & analysis.
- Assess the demand for parking within the study area(s) and evaluate the demand to current inventory.
- Provide occupancy and turnover data.
- Identify areas with surplus or deficit parking.

Existing parking conditions, needs and recommendations

- Identify and evaluate potential sites that could satisfy current and projected parking deficits. Proposed sites should identify estimated parking count and optimal configuration on the site.
- Examine opportunities for shared private parking.
- Examine and recommend opportunities to relocate, redesign or reuse existing parking inventory to meet existing and anticipated parking needs.

Recommendations for Parking Management Strategies

- Evaluate existing ordinance and recommend parking rules and regulations that support the goals and objectives of a parking strategy. Consideration of nearby municipal policies is a high priority.
- Recommend a fee structure (including fees and fines) for on- and off-street parking that encourages the optimal parking utilization and discourages parking abuse by employees and all-day parkers. Provide comparisons to similar localities.
- Evaluate and recommend parking control technology strategies that will improve parking management.

Improved Parking Experience

- Evaluate and recommend a parking wayfinding system.
- Evaluate and recommend best practices for safety, aesthetics, and rainwater management in parking areas.
- Evaluate and recommend technology to improve parking location identification and payment options.
- Evaluate and recommend safety and security measures.

Impact of Transportation Demand Management (TDM) Strategies on Parking Demand

- Review existing TDM influence Cycling infrastructure
- Develop strategies for enhancing TDM participation, reducing single-occupant vehicle trips into the City.

Implementation Plan and Budget

- Develop an implementation matrix that outlines recommended actions, estimated time frames, costs and responsible parties.
- Identify proposed parking infrastructure improvements or redevelopments and parking time limits.

Final Report and Presentation

- Assemble all task findings, analysis, outcomes, and recommendations into a final report and submit to the City for review and comment.
- Incorporate City comments and issue final report.
- Present final report to the City Council or other appropriate agency.

SECTION 5. PROPOSAL REQUIREMENTS

Each RFP must include the following information:

A. ***Title Page and/or Cover Letter***

Show the proposal title, the name of firm, address, telephone number(s), email address, name of primary contact person, the date, and other relevant company information. Provide the name(s) of the person(s) authorized to make representations for your firm, their title(s), address, email address, and telephone number(s). Include a list of and contact information for any proposed sub-consultants and the work they will perform.

B. ***Experience and Examples***

Describe your firm's experience in the required areas of expertise, and its ability to provide the needed services for the City. Include examples for which your firm has supplied the same or similar services for other municipalities. Provide up to three experience summaries describing similar work and identifying client reference contact information.

C. ***Key Staff***

Identify the designated project manager or primary contact and key supporting staff, along with their availability, parking analysis experience, and capacity to provide the requested services. Clearly state the person(s) assigned to oversee the project and those who will be actively involved in executing the project. Include resumes for each of the individuals and clearly identify any sub-Consultants.

D. ***Scope and Approach***

State the services your firm is proposing to provide. Describe the process and timeline that would be utilized to complete the project. At a minimum, all "Consultant Scope and Deliverables" listed in the Section 4 of the RFP must be addressed.

E. ***Cost***

Provide a fee computation broken down by the major tasks listed in Section 4 and for the project as a whole. Include the maximum fee not to be exceeded for the services to be rendered.

Failure to provide completed documentation.

Failure to complete the above documentation may be grounds to declare a statement of qualifications non-responsive and the City may reject the statement of qualifications in whole or in part.

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SECTION 6. SELECTION CRITERIA AND PROCESS

6.01 Selection Process

The Consultant selection process will involve the following primary steps.

A. *Proposal Review*

Proposal review will be based on a comparative assessment and scoring of each document in accordance with the Selection Criteria. The City will then select one or more finalist firms to advance in the selection process.

B. *Interviews*

The City will determine whether interviews are needed, or it may make a selection based on the proposals alone. If determined necessary by the City, the finalist firms will be requested to present their experience, proposed approaches, and personnel in an interview to members of the City's selection team and/or City Council. (Further interview instructions will be provided to the selected finalist firm(s).) The City will then review the presentation(s) and select a firm to advance in the process.

C. *Common Council Approvals*

Based on the results of the selection process, the City's selection team will recommend to the City Council for approval. The final contract must also be approved by the City Council.

D. *Award of Contract*

The City will enter into negotiations with a firm based on the City's selection team recommendations. Negotiations will be conducted beginning with the firm ranked first. If a contract that is satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award will be made to that firm. Otherwise, negotiations with the firm ranked first will be formally terminated and negotiations conducted with the firm ranked second, and so on until a contract can be negotiated at a fair and reasonable price. The City reserves the right to reject any and all proposals submitted.

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from proposing firms, or to allow corrections of errors or omissions. In addition, qualifications and references of the top candidates will be verified. The City reserves the right to verify any information contained in proposals.

6.02 Evaluation Criteria:

Maximum Points

The Request for Proposal will be evaluated on the following criteria through the assignment of rating points (100 points maximum) to determine a finalist group of three firms, whose RFPs will be assigned to the Evaluation Committee.

Firm Experience and Examples

0 – 25 Points

Project Approach and Scope	0 – 25 Points
Project Cost	0 – 25 Points
Key personnel’s professional background, experience and abilities	0 – 15 Points
References	0 – 10 Points

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SECTION 7. INSURANCE REQUIREMENTS

Contractors providing goods, materials and services for the City of Alamo Heights shall, during the term of the contract with the City of Alamo Heights or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

- A. Name of the City of Alamo Heights as additional insured as to the applicable coverage with the exception of professional liability and workers compensation insurance.
- B. Provide for at least thirty (30) days prior written notice to the City of Alamo Heights for cancellation, non-renewal, or material change of the insurance.
- C. Provide for a waiver of subrogation against the City of Alamo Heights for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

7.01 Insurance Company Qualifications

Insurance Company Qualifications: All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas and rated at least "A" by AM Best or other equivalent rating service.

7.02 Certificate of Insurance

Certificate of Insurance: A certificate of insurance evidencing the required insurance shall be submitted with the Respondent's RFP. If the contract is renewed or extended by the City of Alamo Heights, a certificate of insurance shall also be provided to the City of Alamo Heights prior to the date the contract is renewed or extended.

7.03 Type of Contract Type and Amount of Insurance

Statutory Workers Compensation insurance as required by state law.

Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, product coverage and (XCU) explosion, collapse and underground (If high risk or dangerous activities).

Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars.

Professional Services Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Aggregate.

Figure 1

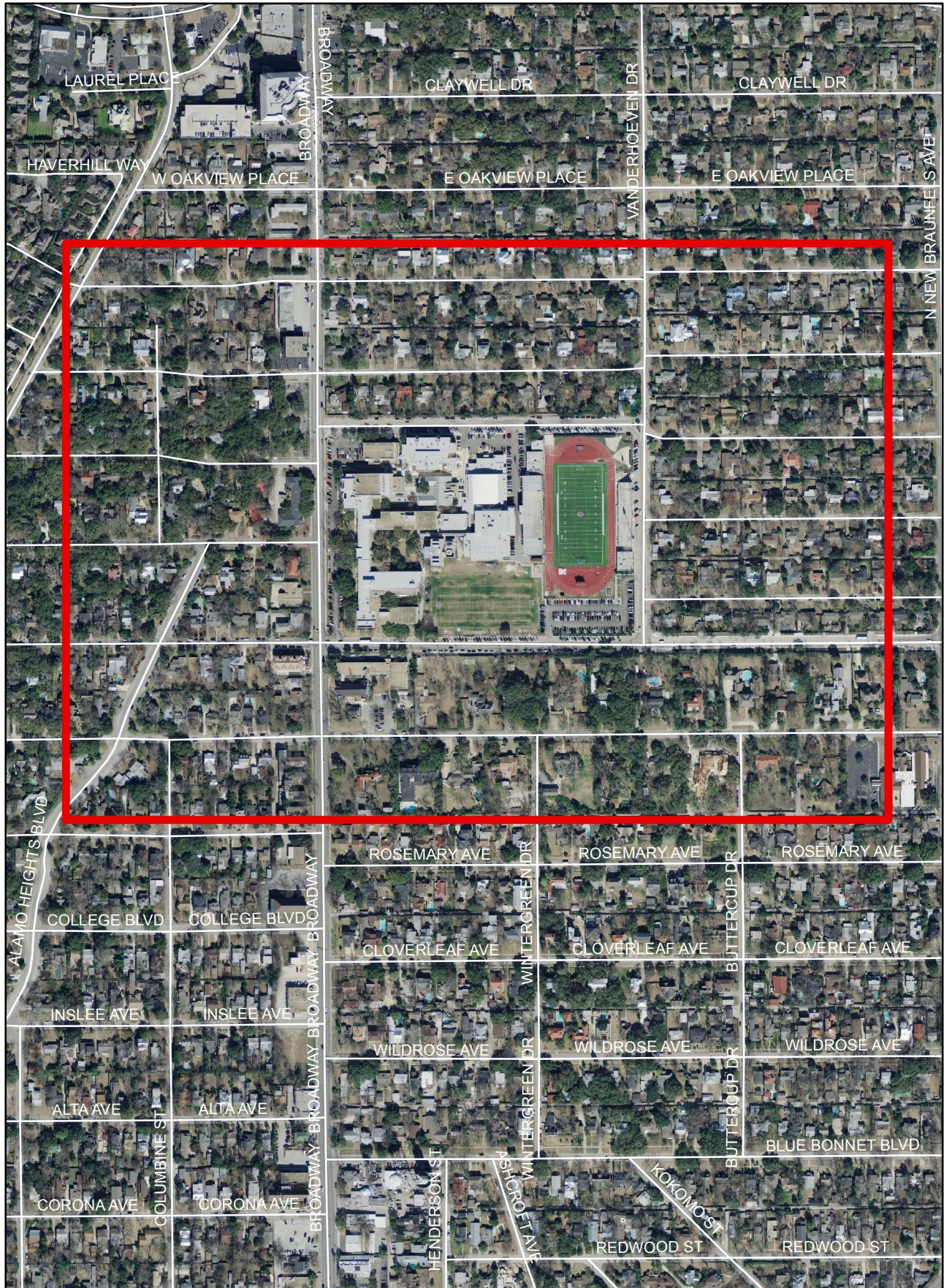
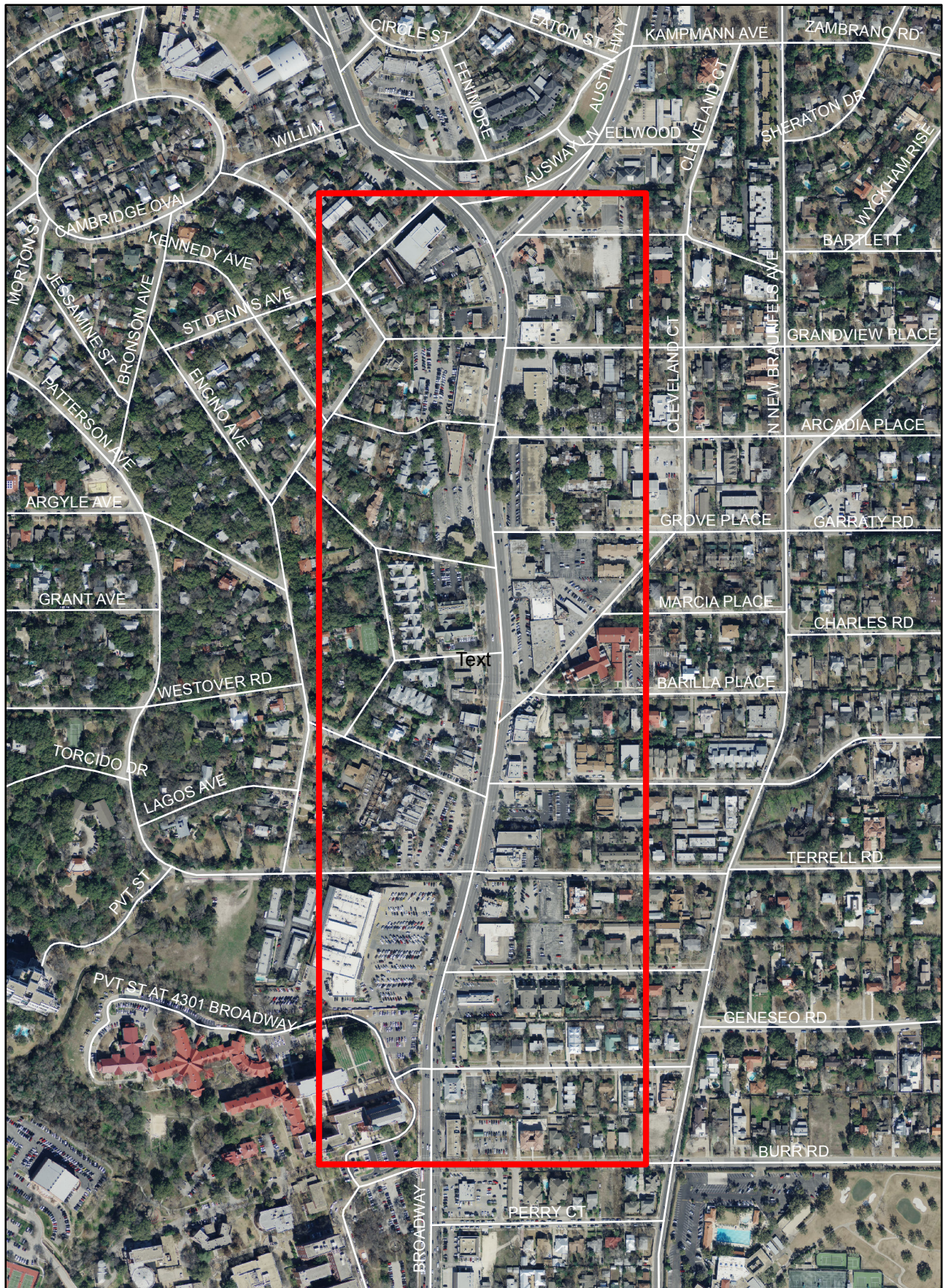


Figure 2





CITY OF ALAMO HEIGHTS
6116 BROADWAY
ALAMO HEIGHTS, TEXAS 78209

ATTACHMENT A

SUBMITTAL COVER / SIGNATURE SHEET

ISSUE DATE:	September 11, 2019	Request For Proposal Title
		Parking Study Services
DATE OF CLOSING: TIME OF CLOSING:	October 11, 2019 (No later than) 2:00 p.m. CDT	DEPARTMENT: COMMUNITY DEVELOPMENT DEPARTMENT
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

Typed Name of Authorized Individual

Date

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 bid 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. _____ S
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.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

ATTACHMENT F
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