

CITY OF SAN ANTONIO
DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT



REQUEST FOR APPLICATIONS
("RFA")

for

Inner City Tax Increment Reinvestment Zone, Number 11

Economic Development Projects

Available Funding: \$1,590,616.79

Release Date: Monday, June 16, 2014

Applications Due: Friday, August 29, 2014 at 3:00 PM

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I. BACKGROUND

The City of San Antonio is seeking Applications for “Economic Development” projects located within the boundaries of the Tax Increment Reinvestment Zone (TIRZ) Number 11 known as the Inner City TIRZ. The Inner City TIRZ and its Board of Directors were created by City Council in 2000 to support development, redevelopment, revitalization and public infrastructure improvements within a 2,333 acre area adjacent to downtown San Antonio. This Request for Applications (RFA) seeks economic development projects that will implement the goals of existing neighborhood plans and previous planning studies which are encompassed by the boundary of the Inner City TIRZ.

The City of San Antonio is dedicated to the revitalization of inner-city neighborhoods and commercial districts, particularly in those areas located inside Loop 410 and south of Highway 90. The City’s revitalization strategy is based on the implementation of a number of incentive tools which includes Tax Increment Financing (TIF). Chapter 311 of the Texas Tax Code (the TIF Act) authorizes the governing body of a municipality to promote reinvestment in and redevelopment of a contiguous geographic area by designating it a Tax Increment Reinvestment Zone (TIRZ). Within a TIRZ, the future value of private investment is leveraged to finance public improvements, to enhance existing public infrastructure, and to maximize the benefits of other incentive tools. Public investment in TIRZ, using tax increment as a financing mechanism, stimulates private sector investment in areas of the City that would not otherwise attract market interest. A TIRZ, through the projects it supports, should act as an economic stimulus to the neighborhoods, districts and corridors within and surrounding the zone.

The Inner City TIRZ comprises approximately 2,333 parcel acres east of Downtown San Antonio inside Loop 410, primarily south of Interstate Highway 35, north of Interstate Highway 10, and straddling both sides of Interstate Highway 37 (See RFA Exhibit II). Due to its size and location, the zone contains a wide variety of neighborhoods, businesses and entertainment districts that are broadly representative of the City’s development history. The zone also includes some key landmarks such as the Riverwalk, Alamodome, AT&T Center, and Sunset Station. The school district for the Zone is the San Antonio Independent School District.

The Zone is governed by a TIRZ Board of Directors whose responsibilities include the selection and prioritization of projects to receive TIF revenue. These project(s) get incorporated by amending the Project and Financing Plans which are presented as recommendations to City Council for final approval.

This Request for Applications was developed in order to identify economic development projects that will build upon the past success and strengthen the future of the TIRZ. Projects should be focused on improving the economic conditions within the Inner City TIRZ through tax increment generation, redevelopment of blighted or underutilized property, job creation or by improving conditions (i.e. infrastructure enhancement) within the TIRZ boundary that will support the creation of new businesses or the improvement of existing businesses.

II. PURPOSE

Projects funded through this Economic Development RFA should provide tangible economic benefit within the boundary of the Inner City TIRZ (See RFA Exhibit II) through the following; infrastructure improvements supporting private sector investment, redevelopment of blighted areas or underutilized properties that impair or prevent investment, developments that increase housing options, projects that improve opportunities for increased employment or projects that alleviate environmental impediments through brownfield remediation.

Types of projects might include the following:

- Infrastructure improvements
- Housing (market rate or affordable, infill, single-family or multifamily)
- Commercial development
- Historic preservation
- Educational facilities
- Brownfield remediation
- Adaptive reuse

III. TERM OF CONTRACT

All projects must be completed prior to the end of the current term of the Inner City TIRZ which is set to expire on September 30, 2025.

A Development Agreement indicating the responsibilities of each of the parties, developer, City and TIRZ Board, will be required for all projects. The agreement will require approval from both the TIRZ Board and City Council. Within ten (10) days after City Council approval of the Development Agreement which signifies the award of the contract and only then, will the Respondent be required to submit a \$40,000.00 processing fee. The processing fee is reimbursable as an eligible expense however **should not be included in the project budget as a project expense**. Further, the Respondent will be required to submit a letter detailing evidence of secured financing for the project.

IV. FUNDING RESTRICTIONS

The Inner City TIRZ Board of Directors will **NOT** fund the following types of Applications:

1. Social Service projects
2. Operational funding for organizations
3. Any expenses not allowed under the Tax Increment Financing Act or which do not serve a public purpose benefiting the TIRZ;
4. Re-granting programs – programs that would utilize TIRZ funds to provide grants to other organizations;
5. Programs not open to the general public or programs that exclude people for reasons based upon race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability;
6. Scholarships, purchase awards, raffles, travel or cash prizes;
7. Benefits and projects planned primarily for fundraising purposes;
8. Deficiencies in previously completed projects or unanticipated costs with ongoing projects or payment of prior deficits or existing debts;
9. Social functions, parties and receptions, including food and beverages or rental or purchase of animals, alcohol and amusement rides;
10. Loans, fines, penalties, costs of litigation or associated interest payments;
11. Programs where the primary effect of funding would be to support a religious or a partisan political organization or purpose;
12. Multiple organizations applying for different projects under one application will not be considered;
13. Purchase of gas, gift cards, clothing, apparel or other goods that will be owned by an individual;
14. Funding to support the project of an organization already receiving funding, such as a delegate agency, that is duplicative in nature or otherwise deemed ineligible due to previous misuse or violation of the policies, rules or guidelines for TIF; or
15. No sponsored applications or umbrella organizations will be allowed. Applications must come from the primary applicant. Joint ventures will only be accepted for single purpose projects.

V. SCOPE OF SERVICES

This RFA seeks to improve the neighborhoods encompassed by the Inner City TIRZ by addressing specific needs within the community. Projects funded should provide tangible economic benefit through the following; infrastructure improvements supporting private sector investment, redevelopment of blighted areas or underutilized properties that impair or prevent investment, developments that increase housing options, projects that improve opportunities for increased employment or projects that alleviate environmental impediments through brownfield remediation. **If a project is new construction of a multi-family housing development, at least 20% of the proposed units must be affordable as defined by the City.** Any subsequent changes to the City's definition of affordable housing immediately apply to the requirements of the TIF Guidelines.

Location-Specific Criteria

The following kinds of projects have been approved by City Council or have been identified by the Eastside Community as priorities for their respective areas. Projects should implement one or more of the priorities listed below for their Planning Area, in addition to meeting the General goals listed above.

This RFA builds on the previous planning work done by the City and others and is represented in part by the Eastside Reinvestment Summit (2013), the following eight plans and Promise Zone: Downtown Neighborhood Plan, Government Hill Neighborhood Plan, Arena District/Eastside Community Plan, Lavaca Neighborhood Plan, South Central San Antonio Plan, Dignowity Hill Neighborhood Plan/Eastside Reinvestment Plan, St. Paul Gateway District Redevelopment Plan, Wheatley Choice (Eastpoint) Transformation Plan, and Eastpoint Promise Zone. Each of these plans articulates principles, strategies and recommendations for different neighboring communities within the Inner City TIRZ. Applications should address specific goals identified in these plans and how the proposed activity would serve to help achieve the specific goals identified in these plans. **Specific reference of the plan and associated goal(s) to be addressed is required in each application.**

Below is a brief summary of the Eastside Reinvestment Summit Goals and internet links to each of the plans mentioned above:

Eastside Reinvestment Summit (2013)

The City of San Antonio hosted three Summit meetings of residents, civic and neighborhood leaders, stakeholders, developers, property and business owners, and public sector entities to discuss how to launch the redevelopment of the Eastside. The overall goal of the Summit was creation of a community foundation for moving forward collaboratively with the economic redevelopment of the Eastside.

The City engaged Huntley Partners, a management consulting company with expertise in managing large economic development initiatives and creating public private partnerships, to design and facilitate the three meetings which comprised the East Side Reinvestment Summit. As a part of the Huntley Partners team, Clarification & Mediation, Inc. provided the facilitation services.

The following is a list of the top 15 project ideas from the 2013 Eastside Reinvestment Summit:

1. Improve image and media coverage
2. Eliminate the negative perception of the Eastside
3. Encourage new construction of homes and improve existing housing stock
4. Improve and develop existing parks
5. Improve the school system and their facilities
6. Capitalize on the youth in the area
7. Build a civilian hospital in the Eastside
8. Intensify the City's code-compliance enforcement
9. Redevelop the Friedrich Building
10. Improve the Mega Warehouse on WW White Road
11. Construct a streetcar system along Houston and Commerce Streets
12. Create a reinvestment zone around Fort Sam Houston
13. Develop Eastside Corridor
14. Encourage mixed-use developments that maintains the Eastside character
15. Create a retail development center near the Willow Springs Golf Course

Related Plans:

1. Downtown Neighborhood Plan
 - a. <http://www.sanantonio.gov/planning/npud/Downtown/pdf/DowntownPlanFINAL1999.PDF>
2. Government Hill Neighborhood Plan
 - a. http://www.sanantonio.gov/planning/npud/govt_hill/pdf/govt_hill_2001.pdf
 - b. http://www.sanantonio.gov/planning/npud/govt_hill/pdf/GHill_Neighborhood_Plan_Update.pdf
3. Arena District/Eastside Community Plan
 - a. http://www.sanantonio.gov/planning/npud/ArenaDistrict/PDF/adopted_arenaeastside_FINAL.pdf
4. Lavaca Neighborhood Plan
 - a. http://www.sanantonio.gov/planning/npud/lavaca/pdf/LavacaNP_2001.pdf
5. South Central San Antonio Plan
 - a. http://www.sanantonio.gov/planning/npud/SouthCentralSA_CP/pdf/South_Central_CP_1999.pdf
 - b. http://www.sanantonio.gov/planning/npud/SouthCentralSA_CP/pdf/South_Central_CP_2005.pdf
6. Dignowity Hill Neighborhood Plan/ Eastside Reinvestment Plan
 - a. http://www.sanantonio.gov/planning/npud/dignowityHill/pdf/DignowityHillNP_FinalDec2009.pdf
7. St. Paul Gateway District Redevelopment Plan
 - a. http://www.sanantonio.gov/planning/npud/ProjectsReportsStudies/pdf/StPaulGatewayReport_ULI.pdf
8. Wheatley Choice (Eastpoint) Transformation Plan.

- a. <http://www.saha.org/pdf/06-19-13-WCTransformationPlan-HI.pdf>
9. Promise Zone
 - a. <http://www.sanantonio.gov/EastpointRealEstate/PromiseZone>
 - b. http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/economicdevelopment/programs/pz

Design Quality

The design of the public and private elements of TIF-supported projects should be designed to ensure long-term value. Accordingly, public improvements must be built according to design principles that prioritize the safety and comfort of all users – whether they are walking, jogging, riding or driving. Similarly, private improvements must be built to provide livable environments for everyone, regardless of ability, age or size.

Universal Design

Projects must also consider the long-term value of the private improvements supported by TIF. The City of San Antonio Master Plan calls for efforts to facilitate the provisions of choice in housing for special needs populations (Neighborhoods: Policy 4d). Efforts to meet this policy include ensuring homes are visitable or easily adaptable to disabled persons. Policy 4i requires the community to explore the full range of options to allow people to remain in their homes throughout their lives. The City of San Antonio’s Master Plan can be downloaded from <http://www.sanantonio.gov/DAO/ADADesign/UniversalHousingDesign.aspx>.

The City of San Antonio adopted a Universal Design Policy (Ord. No. 95641) on April 18, 2002, requiring that any person receiving financial assistance from city, state, or federal funds administered by the City of San Antonio for the construction of new single family homes, duplexes, or triplexes, shall construct the units in accordance with specific features including entrance with no steps, wider doorways (2’ 8”), lever door handles, lever controls on kitchen and lavatory faucets, and light switches and electrical receptacles within reachable height.

VI. PRE-SUBMITTAL CONFERENCES

Two Pre-Submittal Conferences will be held at the following location, date and time:

- 1. Pre-Submittal Conference #1 – Planning and Community Development Building, Main Conference Room at 1400 S. Flores on Monday, June 30, 2014 at 2:30 PM.**
- 2. Pre-Submittal Conference #2 – Planning and Community Development Building, Main Conference Room at 1400 S. Flores on Wednesday, July 16, 2014 at 2:30 PM.**

Respondents are encouraged to prepare and submit their questions in writing 5 calendar days in advance of the Pre-Submittal Conferences in order to expedite the proceedings. Questions can be sent via email to jonathan.lane@sanantonio.gov. City's responses to questions received by this date may be distributed at the Pre-Submittal Conferences and posted on the City's website at <http://sanantonio.gov/planning/tif/> **Attendance at one Pre-Submittal Conference is mandatory.**

The meeting places are accessible to disabled persons. Each facility is wheelchair accessible.

Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral responses provided by City staff at the Pre-Submittal Conferences shall be preliminary. A written summary of the Pre-Submittal Conferences shall contain official responses, if any. Any oral response given at the Pre-Submittal Conferences that is not confirmed in the written summary of the Pre-Submittal Conferences or by a subsequent addendum shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in Section X, Restrictions on Communication, after the conclusion of the Pre-Submittal Conferences. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in Section X, Restrictions on Communication, after the conclusion of the Pre-Submittal Conferences.

VII. APPLICATION REQUIREMENTS

Respondent's Application shall include the following items in the following sequence, tabbed and noted with the appropriate heading as indicated below. If Respondent is proposing a joint venture, provide the same information for each member of the team or joint venture.

Respondent's Application shall include the following items:

- A. EXECUTIVE SUMMARY: The summary shall include a statement of the work to be accomplished. The summary should detail how this project will help to achieve the goals and or location specific criteria described in "Section V Scope of Services". In addition provide a statement of how your organization will work to insure the use of "Small Minority and Women Owned Businesses". This summary shall not exceed two (2) pages. (Tab A)
- B. GENERAL INFORMATION: Complete and submit General Information Sheet. (Tab B, Attachment A)
- C. REFERENCES: Complete and submit References Sheet. (Tab C, Attachment B)
- D. EXPERIENCE, BACKGROUND and QUALIFICATIONS: Complete and submit Experience, Background and Qualifications Sheet. (Tab D, Attachment C)
- E. PROPOSED PLAN: Complete and submit Proposed Plan. (Tab E, Attachment D)
- F. FINANCING INFORMATION SHEET: Complete and submit Financing Information Sheet. (Tab F, Attachment E)
- G. DISCRETIONARY CONTRACTS DISCLOSURE: Complete, sign and submit Discretionary Contracts Disclosure Form. (Tab G, Attachment F) If Respondent is proposing a joint venture, then all parties to that joint venture shall complete and return this form with the application.
- H. LITIGATION DISCLOSURE: Complete and submit Litigation Disclosure Form. (Tab H, Attachment G) If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form with the application.
- I. SIGNATURE PAGE: Respondent must complete, sign and submit the Signature Page with application. (Tab I, Attachment H) The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the application.
- J. APPLICATION CHECKLIST: Complete and submit the Application Checklist. (Tab J, Attachment I)

K. FINANCIAL INFORMATION: Respondent shall submit their most recent audited financial statements completed in accordance with generally accepted accounting principles. Consideration will be determined on a case by case basis. The Organization's financial statements may be provided under separate cover. (Tab K)

Respondent is expected to examine this RFA carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE APPLICATION REQUIREMENTS MAY RESULT IN THE RESPONDENT'S APPLICATION BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

VIII. AMENDMENTS TO RFA

Amendments to the RFA, including written responses to questions received in compliance with Section X, Restrictions on Communication, may be posted as addendums on the City's website at <http://sanantonio.gov/planning/tif/>. It is Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission of an application. A Respondent who does not have access to the Internet, must notify City in accordance with Section X, Restrictions on Communication, that Respondent wishes to receive copies of addendums by mail or fax.

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

IX. SUBMISSION OF APPLICATIONS

Respondent shall submit: One (1) original, signed in ink, five (5) copies of the application, and one (1) compact disk (CD) containing an Adobe PDF version of the entire application in a sealed package clearly marked with the project name, “**Inner City TIRZ #11 2014 Request for Applications – Economic Development Projects**” on the front of the package.

All applications must be received in the City Clerk's Office no later than **3:00 PM, Local Time, on Friday August 29, 2014** at the address below. Applications submitted prior to the above time and date may be modified provided such modifications are sealed and received by the City Clerk's Office prior to the time and date set for submission of applications. Any application or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the City Clerk's Office by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

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

Physical Address:

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

Applications sent by facsimile or email will not be accepted.

Application Format: Each application shall be typewritten, single spaced and submitted on 8 ½” x 11” white papers inside a three ring binder. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed one-sided. Margins shall be no less than 1” around the perimeter of each page. Electronic files, websites, or URLs shall not be submitted in lieu of the printed application. Each application must include the sections and attachments in the sequence listed in the RFA Section VII, Application Requirements, and each section and attachment must be divided by tabs and listed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the application or may negatively affect scoring.

Respondents who submit applications to this RFA shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the

responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the General Information form found in this RFA as Attachment A.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of Planning and Community Development shall have the discretion, at any point in the contracting process, to suspend consideration of the application.

All provisions in Respondent's application, including any estimated or projected costs, shall remain valid for ninety (90) days following the deadline date for submissions or, if a application is accepted, throughout the entire term of the contract.

All applications become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

Any cost or expense incurred by the Respondent that is associated with the preparation of the Application, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

X. RESTRICTIONS ON COMMUNICATION

Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFA or Applications from the time the RFA has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFA has been released until the contract is awarded. These restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFA and/or Application submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent’s application from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Respondents may ask verbal questions concerning this RFA at the Pre-Submittal Conferences.
2. Respondents may submit written questions concerning this RFA to the Staff Contact Person listed below until **4:30 PM Local Time**, on Friday, August 1, 2014. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by email to:

Jonathan Lane, Economic Development Coordinator
City of San Antonio, Department of Planning and Community Development
1400 South Flores
San Antonio, TX 78204
Jonathan.lane@sanantonio.gov

Questions submitted and the City’s responses will be posted in the form of an Addendum to the City's web site at <http://sanantonio.gov/planning/tif/>

3. Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.
4. Upon completion of the evaluation process, Respondents shall receive a notification letter. Respondents desiring a review of the solicitation process may submit a written request no later than seven (7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.

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

XI. EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Applications received in response to this RFA. The City will appoint a selection committee to perform the evaluation. Each Application will be analyzed to determine overall responsiveness and qualifications under the RFA. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at anytime 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. Projects that demonstrate a willingness to hire local residents and/or contractors that are Small, Minority and Women owned Businesses in compliance with City policy will receive additional consideration. Final approval of a selected Respondent is subject to the action of the Inner City TIRZ Board of Directors and City Council.

Evaluation criteria:

- A. Experience, Background, Qualifications (25%)
 - 1. Background of respondent and development team, to include but not limited to years of experience as a developer, number of similar projects successfully completed, and number of similar ongoing projects.
 - 2. Respondent's and support personnel's professional qualifications and length of time working in Respondent's capacity.
 - 3. Respondent's Resources (Net Worth, Assets)

- B. Proposed Plan (35%)
 - 1. Proposed project scope and timeline
 - 2. Implementation of neighborhood and community plan goals identified in Section V. "Scope of Services"
 - 3. Coordination with other programs, agencies and services to bring private investment
 - 4. Project readiness

- C. Financial Information (40%)
 - 1. Evidence of financing secured for the Proposed Project
 - 2. Financial Feasibility of the Proposed Project
 - 3. Public to private investment leverage
 - 4. Leverage of other funds from other sources outside of City funds
 - 5. Generation of TIRZ Revenue (calculated revenue based on proposed development, value and timeline)

XII. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

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

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

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

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

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

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

If selected, Respondent will be required to comply with the Insurance and Indemnity, Universal Design Criteria, Competitive Bidding, Professional Service Provisions and other requirements as established in the contract documents.

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

Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns 10% or more of the voting stock or shares of the business entity, or 10% or more of the fair

market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City's Ethics Code. (Discretionary Contracts Disclosure – form may be found online at <https://www.sanantonio.gov/eforms/attv/ContractsDisclosureForm.pdf>.)

Independent Contractor. Respondent agrees and understands that if selected, it and all persons designated 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, and that none of the parties hereto will have authority to bind the others or third parties, that it has such authority.

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for applications or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Respondent should consult its own legal advisor for answers to questions regarding the statute or form.

XIII. NONDISCRIMINATION AND SECTARIAN ACTIVITY

The selected Respondent understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

Should Respondent be selected, none of the performances rendered shall involve, and no portion of the funds received shall be used in support of, any sectarian or religious activity, nor shall any facility used or provided for in Respondent's Application be used for sectarian instruction or as a place of religious worship. Respondents will also be required to include the substance of this clause in all agreements associated with receipt of public funds.

XIV. SCHEDULE OF EVENTS

- RFA Release - Monday, June 16, 2014
- Pre-Submittal Conference #1 – Monday, June 30, 2014 at 2:30 PM
- Pre-Submittal Conference #2 – Wednesday, July 16, 2014 at 2:30 PM
- Final Questions Accepted – Friday, August 1, 2014 at 4:30 PM
- Applications Due – Friday, August 29, 2014 at 3:00 PM

XV. RFA ATTACHMENTS

THE DOCUMENTS THAT FOLLOW MUST BE COMPLETED BY RESPONDENT AND INCLUDED WITH RESPONDENT'S APPLICATION. ATTACH THESE DOCUMENTS TO YOUR APPLICATION IN THE ORDER INDICATED IN RFA SECTION VII "APPLICATION REQUIREMENTS"

RFA ATTACHMENT A

GENERAL INFORMATION

To be submitted with Respondent’s Application as TAB B

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 application includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

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

Social Security Number or Federal Employer Identification Number: _____

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

DUNS NUMBER: _____

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

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

Printed Name of Contract Signatory: _____

Job Title: _____

(NOTE: This RFA solicits applications to provide services under a contract which has been identified as “High Profile”. Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

2. Provide any other names under which Respondent has operated within the last 10 years and length of time under for each: _____

3. Provide address of office from which this project would be managed: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

4. Annual Revenue: \$ _____

Total Number of Employees: ____

Total Number of Current Clients/Customers: ____

5. Briefly describe other lines of business that the company is directly or indirectly affiliated with: _____

6. List Related Companies: _____

7. **Contact Information:** List the one person who the City may contact concerning your application or setting dates for meetings.

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes No

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

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

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

11. **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. _____

12. **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.

13. **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.

14. **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.

15. **Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

16. **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.

RFA ATTACHMENT B

REFERENCES

To be submitted with Respondent's Application as TAB C

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

Reference No. 1:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

RFA ATTACHMENT C

EXPERIENCE, BACKGROUND, QUALIFICATIONS

To be submitted with Respondent's Application as TAB D

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

1. Identify the key members of the development team (developer, architect, engineer, etc.)
2. Describe respondent and development team's experience related to the scope of services requested by this RFA to include years of experience, number of similar projects successfully completed, and number of similar ongoing projects.
3. Describe respondent's experience with public entities, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which respondent provided those services.
4. Detail respondent and development team's professional qualifications and length of time working in respondent's capacity. Identify relevant professional qualifications (to include licenses, certifications, associations) of support personnel to be assigned to this project and relevant experience on projects of similar size and scope.
5. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
6. If Respondent is proposing as joint venture, describe the rationale for selecting the partners and the extent to which the partners have worked together in the past.
7. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

RFA ATTACHMENT D

PROPOSED PLAN

To be submitted with Respondent’s Application as TAB E

Provide the following requested information:

1. Does Respondent own all the property where project is being proposed?

Yes No

2. Please fill in the following:

Project Summary	
Existing Base Value of Property/Project Site based on Bexar Appraisal District	Total acres of site
Average Value of Single Family Housing proposed (exm: \$110,000 per unit)	Total number of units
Average Value of Multi-family Housing proposed (exm: \$80,000 per unit)	Total number of units
Average Value of Commercial Square feet (exm: \$150 per sq ft)	Total number of square feet

Project Phasing Example	
Year	Units/Sq Ft
2015	100 units/5,000 sq ft
2016	55 units/2,000 sq ft
2017	95 units
2018	20,000 Sq Ft

3. Estimated value of property/project site at completion: _____

4. What is the estimated start date and completion date of the project/ (month/year):

Start Date: _____

Completion Date: _____

5. What is the current zoning of the project site? _____

6. If applicable, please indicate what Special Development Use Pattern(s) will be implemented?
(Check one only)

- 1. Infill Development Zone (in CRAG only) _____
- 2. Traditional Neighborhood Development _____
- 3. Transit Oriented Development _____
- 4. Commercial Center _____
- 5. Conservation Subdivision _____
- 6. Commercial Retrofit _____
- 7. Urban Development _____
- 8. SmartCode / Form-Based Zoning _____

7. Has financing for the proposed project been secured?

Yes No

8. Has your project applied for incentives through the City's Economic Development Department at <http://www.sanantonio.gov/incentives>? If "Yes", please attach a copy of the letter and indicate the score received.

Yes No

9. On a separate sheet of paper please address the following:

- a. Explain how your proposed project will meet the purpose of this RFA as describe under Section II. "Purpose".
- b. Using the goals from the applicable neighborhood and community plans identified in Section V. "Scope of Services"; please identify any specific goals by number (i.e. Downtown Community Plan, 1f) that your project proposes to achieve.
- c. Does your project complement or support other programs and/or other initiatives to bring

private investment and jobs to the eligible TIF areas? If so, please list and/or describe how so.

- d. Explain how the planned investment will contribute to revitalization activities in the TIRZ.
- e. Indicate how the input of nearby neighborhood residents, businesses, and schools has influenced the planning process.
- f. Demonstrate how the proposed project achieves objectives of the City's Master Plan.

RFA ATTACHMENT E
FUNDING INFORMATION SHEET

To be submitted with Respondent's Application as TAB F

Failure to fully and truthfully disclose the information required by this Funding Information Sheet form may result in the disqualification of your application from consideration or termination of the contract, once awarded.

A) Please provide the funding information for the project as requested below:

Total cost of project: \$ _____

Public improvements: \$ _____

Private improvements: \$ _____

B) Please attach a detailed sources and uses budget for the proposed project. The budget must outline all sources of funding (committed, received and/or requested) and the proposed expenses. Please detail all major line items and identify those line items for which TIRZ revenue is to be used.

C) Provide a ten year project proforma

D) Total amount of TIRZ funds requested: \$ _____

E) Please indicate when the TIRZ funds will be initially requested: _____(month/year)

F) If requesting funding over multiple years, on a separate sheet, provide your rationale for multi-year funding and indicate the proposed annual request and the total number of years funding will be needed.

G) Provide two copies of your organization's most recent audited financial statement. Audited financial statements may be submitted under separate cover.

RFA ATTACHMENT F

DISCRETIONARY CONTRACTS DISCLOSURE FORM

To be submitted with Respondent's Application as TAB G

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

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

1. Download form and complete all fields.
2. Click on the "Print" button and place the copy in application response as indicated in the Application Checklist.

RFA ATTACHMENT G
LITIGATION DISCLOSURE FORM

To be submitted with Respondent's Application as TAB H

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 application from consideration or termination of the contract, once awarded.

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

Yes No

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

Yes No

3. Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes No

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

RFA ATTACHMENT H
SIGNATURE PAGE

To be submitted with Respondent’s Application as TAB I

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

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

(NOTE: If application is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

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

1. If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.
2. If awarded a contract in response to this RFA, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFA Exhibits IV & V.
3. If awarded a contract in response to this RFA, Respondent will be able and willing to comply with all representations made by Respondent in Respondent’s application and during Application process.
4. 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 application from consideration.
5. Respondent agrees to fully and truthfully submit a Respondent Questionnaire and understands that failure to fully disclose requested information may result in disqualification of application from consideration or termination of contract, once awarded.
6. To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions

I acknowledge that this contract has been designated a “high-profile” contract. I have read and understand the provisions regarding high profile contracts that appear on the cover page of this RFA.

RFA ATTACHMENT I
APPLICATION CHECKLIST

To be submitted with Respondent’s Application as TAB J

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

Tab in Respondent’s Application	Document	Initial to Indicate Document is Attached to Application
	Table of Contents	
<i>A</i>	Executive Summary	
<i>B</i>	General Information • RFA Attachment A	
<i>C</i>	References • RFA Attachment B	
<i>D</i>	Experience, Background & Qualifications • RFA Attachment C	
<i>E</i>	Proposed Plan • RFA Attachment D	
<i>F</i>	Financial Information Sheet • RFA Attachment E	
NOTE: Remaining items listed in Tabs G – K are required in the ORIGINAL application only. Additional copies are not required, unless otherwise instructed.		
<i>G</i>	Discretionary Contracts Disclosure form • RFA Attachment F	
<i>H</i>	Litigation Disclosure • RFA Attachment G	
<i>I</i>	* Signature Page RFA Attachment H	
<i>J</i>	Application Checklist • RFA Attachment I	
<i>K</i>	Financial Information <i>Provide two (2) sets. May be provided under separate cover</i>	
	One (1) Original, nine (9) Copies, and one (1) CD of entire application in PDF format.	

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

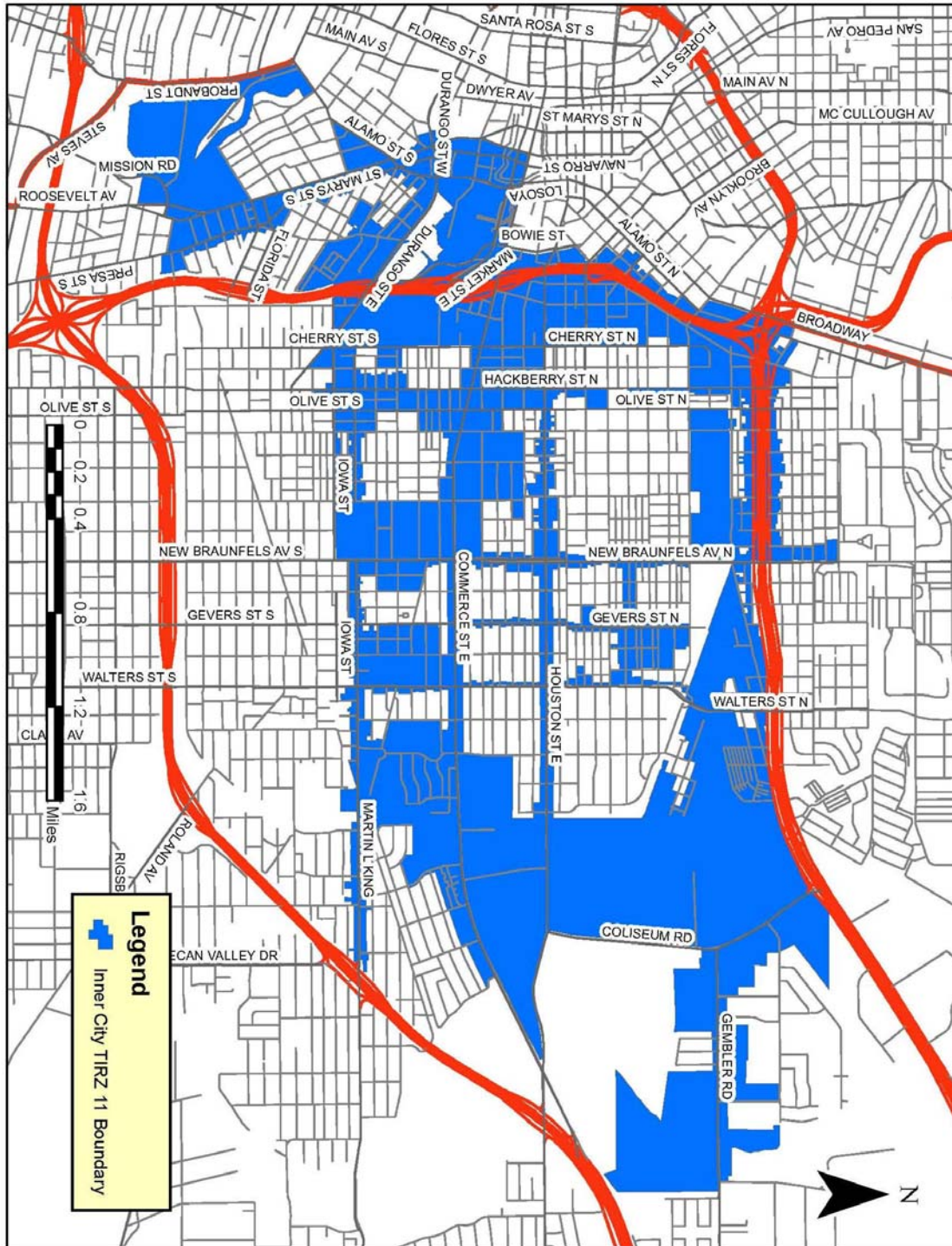
RFA EXHIBIT I

**TIF Eligible Costs
(List is not all inclusive)**

Public Improvements	Acquisition and Construction of public works; facilities, utilities, streets, street lights, water, sewer, pedestrian malls and walkways, parks, flood and drainage facilities, parking facilities; road, sidewalk, or other public infrastructure (in or out of zone); Public Facilities
Real Property	Clearing and grading of land; Real property Assembly costs; Acquisition, Demolition, Alteration, Remodeling, repair of existing buildings, structures, fixtures; New Buildings, Structures, Fixtures
Interest	Financing Costs, interest paid to indebtedness or other obligations; Interest before and during construction
Organizational Costs	Environmental impact studies or other studies, costs to publicizing creation of zone, costs of implementing project plan; Professional Services: architectural, planning, engineering, legal services; Administrative Costs; Cost of Operating Reinvestment Zone and project facilities Costs of providing municipal services; relocation costs
Educational	Educational Facilities: equipment, real property, public school (must be used jointly); Costs of buildings, schools, or other educational facilities (local ISD, community college district or political subdivision)
Historic Preservation	Beautification, conservation; Façade improvements on public or privately owned buildings
Transit	Railroad or Transit facilities (in or out of zone); Transportation/Transit: Costs of Bus Rapid Transit, a fixed guideway, high occupancy vehicle lane, bus way or bus lane; transit center or station; maintenance facility; real property for bus rapid transit; rail transportation, tracks, rail line, depot, maintenance facility or real property (in or out of zone); preservation of land
Discretionary	Payments at the discretion of the governing body of the municipality; Any contributions made by municipality from general revenue; Any Costs to implement project and financing plans
Economic Development	Diversifying economy, eliminating unemployment, and underemployment, expanding and stimulating business and commercial activity (make loans and grants); all powers granted under chapter 380 Local Government Code
Brownfields/Blight Elimination	Remediation of contaminated public or private owned land or buildings; Demolition of public or private building
Affordable Housing	Provision for Affordable Housing (in or out of zone)
Open Space/public spaces	Areas of public assembly (in or out of zone)

RFA EXHIBIT II

Inner City Tax Increment Reinvestment Zone Boundary Map



RFA EXHIBIT III

INSURANCE REQUIREMENTS

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

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

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation 2. Employers' Liability	Statutory Limits \$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations *b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For <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 f. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5. Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	\$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.

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

City of San Antonio
Attn: Planning & Community Development Department
Tax Increment Finance Unit
Economic Development Manager
P.O. Box 839966
San Antonio, Texas 78283-3966

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

Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.

Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

- F) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- G) In addition to any other remedies the City may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.
- H) Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under this Agreement.
- I) It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- J) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.
- K) Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.

RFA EXHIBIT IV

INDEMNIFICATION REQUIREMENTS

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

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

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

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.