

**CITY OF SAN ANTONIO**  
**SAN ANTONIO FIRE DEPARTMENT**



**REQUEST FOR QUALIFICATIONS  
("RFQ")**

for

**ANNUAL CONTRACT FOR SAFD TELEMEDICINE AND PATIENT NAVIGATION**

**(RFQ 24-149; RFx 6100018340)**

**Release Date: August 26, 2024**

**Proposals Due: September 26, 2024; 11:00 AM Central Time**

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**RESTRICTIONS ON COMMUNICATIONS**

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

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

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

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

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## 003 – BACKGROUND

The City of San Antonio Fire Department (SAFD) is seeking proposals for innovative solutions to reduce emergency medical system utilization, particularly in the non-emergency use of the Emergency Medical Services (EMS) system and hospital Emergency Departments (ED). SAFD is interested in partnering with a vendor who can provide comprehensive solutions through a telemedicine platform aligned with EMS operations to address the challenge that non emergent, low acuity patient use of the 911/EMS system creates for our community.

Through a single vendor, the program should additionally address the societal need of access to health care for underserved populations utilizing acute patient management and navigation to long term solutions. These services will be available to all three (3) levels of service from the SAFD to include the 911 call center, on-scene medical solutions and the Mobile Integrated Healthcare Program (MIH).

Making improvements to the EMS and Communications system will require information sharing. This will entail sharing patient data with SAFD leadership, the SAFD Office of the Medical Director and other relevant external stakeholders.

## 004 - SCOPE OF SERVICE

### 1. Acute patient care.

- a. The contractor shall provide an emergency medicine physician who is board certified and licensed in the state of Texas to operate as a clinically efficacious provider practice, specifically providing relevant care in a virtual setting (telemedicine) for all patient clinical interactions.
- b. Physician care and services will address the immediate clinical needs of both insured and uninsured patients related to the 911 EMS call and be in clinical alignment with OMD medical direction.
- c. Physicians providing telemedicine services shall be available within two (2) minutes of call initiation at least 90% of the time, and the call disconnect time for dispatchers shall be under four (4) minutes and 30 seconds 90% of the time from the initiation of the call.
- d. To approach patient engagement with health equity as a priority, these services will be provided at no cost to the city or fire department; service will also be at no cost to referred patients outside of compensable health insurance claims, deductibles, or co-pays. At no time will services be withheld or unnecessarily transferred to the city due to a patient's inability to pay.
- e. The vendor will also assist the SAFD, through information sharing and agreements with payors, recover an origination fee for referred patients that do not result in an ED visit similar to the origination fee outlined in the Centers for Medicare and Medicaid Services Emergency Triage, Treat, and Transport Model (ET3).
- f. The vendor and the system shall be able to demonstrate volume and experience in all EMS environments, including but not limited to:
  - i. **Direct Activation by 911 Dispatch:** vendor can be activated directly by 911 dispatch, by telephone or virtual communication system, to ensure patients with low acuity needs receive suitable care outside the ED, preventing unnecessary EMS dispatch.
  - ii. **EMS on scene activation:** upon arriving at a non-emergency 911 call, EMS crews connect to the vendor platform via a smartphone or Internet enabled device to initiate a telehealth visit.
  - iii. **Mobile integrated health augmentation:** the vendor can be activated via a MIH team member to support patient clinical and social needs, minimizing escalation to EMS transport. The vendor, with the agreement of the SAFD, will work together, and possibly with external partners, to further the scope of MIH or other response programs.
- g. The physician and vendor will be expected to create and maintain all patient records as required by the laws of the state of Texas and the United States.

- h. The vendor shall have a proven history of patient interaction with at least 2,500 patient engagements and be able to demonstrate success and metrics at navigating low acuity patients to alternate sites of care without the need for EMS response.
- i. The vendor will be expected to participate in a quality assurance program and assign a physician to work with the San Antonio OMD staff in the quality assurance program.

2. Social Determinant Patient Navigation.

- a. The vendor will provide personalized follow up assistance to identify and solve patients' logistical and non-clinical challenges. This patient navigation will operate through an understanding of the greater Bexar county's available resources and geography.
- b. The focus of the patient navigation portion will be to provide a closed-loop patient assistance program that lasts beyond the initial clinical engagement.
- c. It will include a follow up process by trained navigators and assist patients in closing social determinant gaps that are identified during the call process, to include but not limited to:
  - i. Transportation,
  - ii. Deliveries,
  - iii. Prescription assistance,
  - iv. Appointment scheduling,
  - v. Community-based organization outreach,
  - vi. Insurance enrollment, and;
  - vii. Other healthcare support to navigate the healthcare system to include primary care.
- d. This follow up patient navigation and assistance will take place, as needed, immediately after each physician interaction and at a mutually agreed upon interval after the initial patient interaction.

## **005 - ADDITIONAL REQUIREMENTS**

Intellectual Property.

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

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

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

Either:

obtain, at Respondent's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,

alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Respondent further agrees to:

assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Contract,

assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,

the Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,

the liability claimed shall not have arisen out of the City's negligent act or omission, and the City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

#### Ownership and Licenses.

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Respondent pursuant to the resulting contract shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government record" as used in this document means any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in this document, produced in the course of the work required by any contract awarded pursuant to this RFQ, will belong to and be the property of City. Respondent, if awarded a contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded a contract, shall not, under any circumstances, release any records created during the course of performance of the

contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

Respondent, if selected, agrees to comply with all applicable federal, state, and local laws, rules, and regulations governing documents and ownership, access, and retention.

Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Respondent acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this RFQ and any resulting contract. Respondent agrees that the contract can be terminated if Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

By submitting a proposal, Respondent warrants and certifies, and a contract awarded pursuant to this RFQ is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous RFQ or contract. City hereby relies on Respondent's certification, and if found to be false, City may reject the proposal or terminate the Contract for material breach.

#### City Data

Vendors awarded a contract with the City of San Antonio agree to comply with the City's Data Governance Administrative Directive 7.12 and Data Security Administrative Directive 7.3a in the same manner required of City employees, interns, volunteers, and trainees, for City Data arising out of, resulting from or related to Vendor's activities under such contract.

As between City and Vendor, City is and will remain the sole and exclusive owner of all right, title, and interest in and to all City Data, including all intellectual property rights relating thereto, subject only to any limited license expressly granted to Vendor, and Vendor is and will remain the sole and exclusive owner of all right, title, and interest in and to the Vendor materials, including all intellectual property rights relating thereto, subject only to the authorization and license granted to City.

### **006 - TERM OF CONTRACT**

This contract shall begin upon the effective date of the ordinance awarding the contract or December 1, 2024, whichever is later. This contract shall begin upon the date specified in the award letter, if it does not exceed \$50,000. The contract shall terminate on December 31, 2027.

#### **Renewals:**

At City's option, this Contract may be renewed under the same terms and conditions for two (2) additional one (1) year period(s). Renewals shall be in writing and signed by Department Director or designee, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding, therefore.

### **007 - PRE-SUBMITTAL CONFERENCE**

A Pre-Submittal Conference will be held via **WebEx at 2:00 p.m. Central Time, on September 4, 2024.** Respondents are encouraged to prepare and submit their questions in writing three (3) calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's

responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional but highly encouraged.

Respondents may call the toll-free number listed below and enter access code or access from below to participate the day of the conference.

Toll Free Number: 1-415-655-0001

Meeting number (access code): 2633 759 3646

Meeting Link:

<https://sanantonio.webex.com/sanantonio/j.php?MTID=m6589d029b792a1da73b7b3835f37941c>

Meeting password: cosa2024

Call the Staff Contact Person for information to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-5734 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee, or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in the Restrictions on Communication section, after the conclusion of the Conference.

## **008 - PROPOSAL REQUIREMENTS**

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

Submit **one (1) COMPLETE** proposal response electronically through SAePS. Respondent must comply with the Restrictions on Communication section of this RFQ and **shall not provide full or partial copies of its proposal submission to City officials or City employees**, as defined by that section. Failure to submit a proposal in accordance with the prescribed process will result in Respondent's proposal being disqualified from consideration.

**Respondent shall limit information regarding the Local Preference Program, the Veteran-Owned Small Business Preference Program participation and any reference to the Respondent's proposed price or revenue to the respective section designated for this information. PLACING PROGRAM PARTICIPATION OR PRICE/REVENUE INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFQ MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

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

## **TABLE OF CONTENTS**

**EXECUTIVE SUMMARY.** The summary shall highlight key points and strengths of the proposal, including unique problems perceived by Respondent and proposed solutions to include measurable performance goals for the scope performed.

**GENERAL INFORMATION FORM.** Use the Form found in this RFQ as Attachment A, Part One.

**EXPERIENCE, BACKGROUND & QUALIFICATIONS.** Use the Form found in this RFQ as Attachment A, Part Two.

**PROPOSED PLAN.** Use the Form found in this RFQ as Attachment A, Part Three.

**CONTRACTS DISCLOSURE FORM.** Complete and submit a Contracts Disclosure Form with the proposal as Attachment B. The Contracts Disclosure Form may be downloaded at:

- Link to complete form electronically: <https://webapp1.sanantonio.gov/ContractsDisclosure/>
  - Link to access PDF form to print and handwritten information: <https://www.sanantonio.gov/portals/0/files/clerk/ethics/ContractsDisclosure.pdf>
1. Download form and complete all fields. All fields must be completed electronically prior to submitting the form.
  2. All Respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
    - a. names of the agency board members and executive committee members,
    - b. list of positions they hold as an individual or entity seeking action on any matter listed:
      - (1) The identity of any individual who would be a party to the transaction;
      - (2) The identity of any entity that would be a party to the transaction and the name of:
        - a. Any individual or entity that would be a subcontractor to the transaction;
        - b. Any individual or entity that is known to be a partner or a parent entity of any individual or entity who would be a party to the transaction, or any subsidiary entity that is anticipated to be involved in the execution of the transaction; and
        - c. The board members, executive committee members, and officers of entities listed above; and
      - (3) The identity of any lobbyist, attorney or consultant employed for purposes relating to the transaction being sought by any individual or entity who would be a party to the transaction.
  3. Click on the "Print" button and place the copy in your proposal response as indicated in the Proposal Checklist.

NOTE: It is recommended not to use Chrome browser to access this form. If you have difficulty accessing, please contact the Staff Contact Person identified in Section 011 of this RFQ.

**LITIGATION DISCLOSURE FORM.** Complete and submit the Litigation Disclosure Form, found in this RFQ as Attachment C. 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.



**\*LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE IDENTIFICATION FORM.** Complete, sign, and submit LPP Identification Form found in this RFQ as Attachment D.

**\*VETERAN-OWNED SMALL BUSINESS (VOSB) PREFERENCE PROGRAM IDENTIFICATION FORM.** Complete, sign, and submit VOSB Identification Form found in this RFQ as Attachment E.

**PROOF OF INSURABILITY.** Submit a letter from insurance provider stating provider's commitment to ensure the Respondent for the types of coverages and at the levels specified in this RFQ if awarded a contract in response to this RFQ. Respondent shall also submit a copy of their current insurance certificate.

**FINANCIAL INFORMATION.** Submit a recent copy of a Dun and Bradstreet financial report, or another credit report, on Respondent and its partners, affiliates, and subtenants, if any.

**CERTIFICATE OF INTERESTED PARTIES HB Form 1295.** Respondent must complete, sign, and submit HB Form 1295 as RFQ Attachment F. You may download a copy of the form at:

<https://www.ethics.state.tx.us/filinginfo/1295>

**SIGNATURE PAGE.** Respondent must complete, sign, and submit the Signature Page found in this RFQ as Attachment G. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

**PROPOSAL CHECKLIST.** Complete and submit the Proposal Checklist found in this RFQ as Attachment H.

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

## **009 - CHANGES TO RFQ**

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

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

## **010 - SUBMISSION OF PROPOSAL**

Proposals must be submitted electronically through the portal. Respondent must comply with the Restrictions on Communication section of this RFQ and **shall not provide full or partial copies of its proposal submission to City officials or City employees**, as defined by that section. Failure to submit a proposal in accordance with the prescribed process will result in Respondent's proposal being disqualified from consideration.

**Submission of Proposals.** Respondent shall submit one (1) **COMPLETE** response electronically by the due date provided on the Cover Page. All times stated are Central Time. Any proposal or modification

received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

**Respondent shall limit information regarding the Local Preference Program, the Veteran-Owned Small Business Preference Program participation and any reference to the Respondent's proposed price or revenue to the respective section designated for this information. PLACING PROGRAM PARTICIPATION OR PRICE/REVENUE INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFQ MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

Proposals must be electronically received no later than **11:00 a.m., Central Time, on Thursday, September 26, 2024**, through the SAePS portal. Any proposal or modification received after this time shall not be considered and will be returned, unopened to the Respondent. Respondents should note that delivery of bonds or any other required hard copy documents as mentioned in solicitation, to the P.O. Box address in a timely manner does not guarantee its receipt in the Finance Department, Procurement Division by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Proposals sent by facsimile or email will not be accepted.

Proposal Format. **ELECTRONIC** proposals must include **ALL** the sections and attachments in the sequence listed in the RFQ Section 008, Proposal Requirements, and each section and attachment must be indexed as in the Table of Contents page. For electronic submissions through the portal each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the time and date set for submission of proposals and submitted in the same manner as original proposals. For electronic proposals, a modified proposal will automatically replace a prior proposal submission.

City is not responsible for lost or misdirected proposals or modifications.

Certified Vendor Registration Form. If Respondent has not completed City's Certified Vendor Registration (CVR) Form. Respondent is required to do so prior to the due date for submission of proposals. The CVR form may be accessed at: <https://www.sa.gov/Directory/Departments/Finance/About/Divisions/Procurement>. Respondents must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short hand names will be accepted in place of the full, true and correct legal name of the entity.

Correct Legal Name.

Respondents who submit proposals to this RFQ 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 RFQ 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 Finance Department shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

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

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

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

## **011 - RESTRICTIONS ON COMMUNICATION**

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

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

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

Exceptions to the Restrictions on Communication with City employees include:

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

**Respondents may submit written questions concerning this RFQ to the Staff Contact Person listed below until 4:00 p.m., Central Time, on September 9, 2024.** Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

**Adrianna Broniszewski, Procurement Specialist III**  
**City of San Antonio, Finance Department – Procurement Division**  
[Adrianna.Broniszewski@sanantonio.gov](mailto:Adrianna.Broniszewski@sanantonio.gov)

A Respondent that has an ongoing business relationship with the City may communicate with City employees to the extent necessary to perform the Respondent's duties and obligations related to that business relationship.

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

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the required SBEDA forms. The Small Business Office may be reached by e-mail at [SBEDAdocs@sanantonio.gov](mailto:SBEDAdocs@sanantonio.gov). Contacting the Small Business Office regarding this RFQ after the proposal due date is not permitted.

Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. The Staff Contact Person may request clarification to assist in evaluating Respondent's proposal. Such additional information must be provided within two (2) business days from City's request. During interviews, if any, verbal questions and explanations will be permitted. If Respondent is invited for an interview and/or demonstration, the City requests Respondents limit the size of their team to no more than five (5) people of Respondent's choosing and subject to City's approval. Attorneys and/or lobbyists are strictly prohibited from attendance. If you are utilizing a subcontractor, a subcontractor representative should be included. The City reserves the right to exclude any persons from interviews as it deems in its best interest.

Respondents may contact the Vendor Support staff at (210) 207-0118 or by email at [vendors@sanantonio.gov](mailto:vendors@sanantonio.gov) for assistance with vendor registration.

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and the anticipated City Council agenda date.

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

## **012 - EVALUATION OF CRITERIA**

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

### **Evaluation Criteria:**

- A. Experience, Background and Qualifications (40 points):**
- B. Proposed Plan (45 points):**
- c. Local Preference (LPP) Ordinance (up to 10 points):**

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

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

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

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

**013 - AWARD OF CONTRACT AND RESERVATION OF RIGHTS**

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

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

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

City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFQ, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFQ, and reissue a subsequent solicitation, and/or remedy technical errors in the RFQ 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 RFQ 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 RFQ does not commit City to enter into a contract, award any services related to this RFQ, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

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

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

Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City. 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;

their spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;; an entity in which any individual listed above owns ten (10) percent or more of the voting stock or shares of the entity, or ten (10) percent or more of the fair market value of the entity; or an entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary entity.

Respondent is required to warrant and certify that it, its officers, employees, and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City's Ethics Code. (Contracts Disclosure – Form may be found online at <https://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>)

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

State of Texas Conflict of Interest Questionnaire (Form CIQ). 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 with the City Clerk if those persons meet the requirements under §176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See §176.006(a-1), Texas Local Government Code. Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

<https://ethics.state.tx.us/forms/conflict/>

In addition, please complete the **City's Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

<http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

If delivering by hand, deliver to Office of the City Clerk, c/o Municipal Records Facility, 100 Houston St., San Antonio, TX, 78204.

Do not include these forms with your proposal. The Procurement Division will not deliver the forms to the City Clerk for you.

## 014 - SCHEDULE OF EVENTS

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

<b>RFQ Release Date:</b>	August 26, 2024
<b>Pre-Submittal Conferen</b>	September 4, 2024 @ 2:00 p.m., Central Time
<b>Final Questions Accept</b>	September 9, 2024 @ 4:00 p.m., Central Time
<b>Proposal Due:</b>	September 26, 2024 @ 11:00 a.m., Central Time

## 015 - RFQ EXHIBITS

### RFQ EXHIBIT 1 INSURANCE REQUIREMENTS

If selected to provide the services described in this RFQ, Respondent shall be required to comply with the insurance requirements set forth below and which shall be made a part of the resulting contract:

No later than 30 days before the scheduled service under this agreement, Respondent must provide a completed Certificate(s) of Insurance to CITY's Fire Department. The certificate must be:

- clearly labeled with the legal name of the agreement in the Description of Operations block;
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance);
- properly endorsed and have the agent's signature, and phone number,

Certificates may be mailed or sent via email, directly from the insurer's authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by CITY's Fire Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing this Agreement, Respondent certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the Agreement.

The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, at Respondent's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted doing business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. If the Respondent claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

<b>INSURANCE TYPE</b>	<b>LIMITS</b>
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Independent Contractors*	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella Liability Coverage must be on a per project aggregate.
4. Professional Liability	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.



*5. Cyber Liability	\$1,000,000 per claim \$1,000,000 general aggregate, or its equivalent in Umbrella Liability Coverage.
6. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
*If Applicable	

Respondent must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of Respondent and provide a certificate of insurance and endorsement that names Respondent and CITY as additional insureds. Respondent shall provide CITY with subcontractor certificates and endorsements the subcontractor starts work.

If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. Respondent must comply with such requests within ten (10) days by submitting the requested insurance documents to the CITY at the following address:

City of San Antonio  
San Antonio Fire Department  
315 S. Santa Rosa Ave.  
San Antonio, TX 78207

Respondent's insurance policies must contain or be endorsed to contain the following provisions:

- Name CITY and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
- Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.
- Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and
- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation, material change in coverage, 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.

In addition to any other remedies CITY may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order Respondent to stop work and/or withhold any payment(s) which become due to Respondent under this Agreement until Respondent demonstrates compliance with requirements.

Nothing contained in this Agreement shall be construed as limiting 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.

Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.

The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.

Respondent and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

## **RFQ EXHIBIT 2 INDEMNIFICATION REQUIREMENTS**

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

### **INDEMNIFICATION**

**RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this Contract, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Contract. 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. In addition, Respondent agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.**

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 CONTRACT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by RESPONDENT in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. RESPONDENT shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If RESPONDENT fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and RESPONDENT shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

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

### **RFQ EXHIBIT 3**

#### **LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE**

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

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

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

## **RFQ EXHIBIT 4**

### **VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE**

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

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

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

## **RFQ EXHIBIT 5**

### **PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL**

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

## **RFQ EXHIBIT 6**

### **PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES**

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

## RFQ EXHIBIT 7

### **PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES**

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.



## **RFQ EXHIBIT 8**

### **CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS PROHIBITED**

Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Respondent hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Respondent's certification. If found to be false, or if Respondent is identified on said list during the course of its contract with City, City may terminate the Contract for material breach.

**RFQ EXHIBIT 9**

**SAMPLE CONTRACT**

**PROFESSIONAL SERVICES CONTRACT**

Posted as a separate document.

**RFQ EXHIBIT 10**

**HIPPA BUSINESS ASSOCIATE AGREEMENT**

Posted as a separate document.

## 016 - RFQ ATTACHMENTS

### RFQ ATTACHMENT A, PART ONE

#### GENERAL INFORMATION

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

Respondent Name: \_\_\_\_\_

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

Principal Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Website address: \_\_\_\_\_

Year established: \_\_\_\_\_

Provide the number of years in business under present name: \_\_\_\_\_

Social Security Number or Federal Employer Identification Number: \_\_\_\_\_

Texas Comptroller's Taxpayer Number, if applicable: \_\_\_\_\_

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

DUNS NUMBER: \_\_\_\_\_

Unique Entity ID (generated by SAM.gov): \_\_\_\_\_

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

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

\_\_\_\_\_  
☐ Partnership

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

Also, check one: ☐ Domestic ☐ Foreign

☐ Other If checked, list business structure: \_\_\_\_\_

Printed Name of Contract Signatory:

\_\_\_\_\_

Job Title:

\_\_\_\_\_

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Annual Revenue: \$ \_\_\_\_\_

Total Number of Employees: \_\_\_\_\_

Total Number of Current Clients/Customers: \_\_\_\_\_

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

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List Related Companies:

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

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

Yes \_\_\_\_ No \_\_\_\_

- 4.** Is Respondent authorized to do business with the State of Texas Secretary of State?

Yes \_\_\_\_ No \_\_\_\_ If "Yes", provide registration number.

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5. Where are the Respondent's corporate headquarters located? \_\_\_\_\_
6. **Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?  
Yes \_\_\_\_ No \_\_\_\_ If "Yes", respond to a and b below:
- a. How long has the Respondent conducted business from its San Antonio office?  
Years \_\_\_\_\_ Months \_\_\_\_\_
- b. State the number of full-time employees at the San Antonio office.
- If "No", indicate if Respondent has an office located within Bexar County, Texas:  
Yes \_\_\_\_ No \_\_\_\_ If "Yes", respond to c and d below:
- c. How long has the Respondent conducted business from its Bexar County office?  
Years \_\_\_\_\_ Months \_\_\_\_\_
- d. State the number of full-time employees at the Bexar County office. \_\_\_\_\_
7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity? Yes \_\_\_\_ No \_\_\_\_ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.  
\_\_\_\_\_  
\_\_\_\_\_
8. **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?  
Yes \_\_\_\_ No \_\_\_\_ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.  
\_\_\_\_\_  
\_\_\_\_\_
9. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?  
Yes \_\_\_\_ No \_\_\_\_ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.  
\_\_\_\_\_  
\_\_\_\_\_

**10. Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? Yes \_\_\_\_ No \_\_\_\_  
If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

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**11. Previous Contracts:**

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

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

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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.

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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.

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**12. Financial Review:** Is your firm publicly traded? Yes \_\_\_\_ No \_\_\_\_ If "Yes", provide your firm's SEC filing number.

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## REFERENCES

**Provide three (3) reference letters from three (3) separate organizations/companies/firms, that the Respondent has provided services to within the past three (3) years.** The contact person named in the reference letter should be familiar with the day-to-day management of the contract and would be able to provide type, level, and quality of services performed. In addition, please provide the contact information below of the references you have submitted. References from the City will not be accepted.

### **Reference No. 1:**

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Date and Type of Service(s) Provided:

\_\_\_\_\_  
\_\_\_\_\_

### **Reference No. 2:**

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Date and Type of Service(s) Provided:

\_\_\_\_\_  
\_\_\_\_\_



**Reference No. 3:**

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Date and Type of Service(s) Provided:

\_\_\_\_\_

\_\_\_\_\_

## **RFQ ATTACHMENT A, PART TWO**

### **EXPERIENCE, BACKGROUND AND QUALIFICATIONS**

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

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFQ to include a company overview and experience in healthcare utilization reduction. Please include company tenure, current active markets, historic volume of patient interventions per year, and outcome metrics to include:
  - average ED diversion rates per market
  - a detailed breakdown of dispositions to include alternative sites of care percentages.
  - follow up navigation data
2. Describe Respondent's specific experience with public entities clients, 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.
3. Explain the eligibility criteria for patients to access your services, focusing on health equity. Include how you address the patient's ability to pay, insurance status, and other factors. Be specific in addressing how to obtain the patient's ability to pay, insurance status, etc.
4. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past.
5. Identify professional qualifications (to include licenses, certifications, associations) of Respondent along with any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.
6. Provide details on your organization's technology platform. How would EMS utilize your technology, how do patients access your services, and what are the technology requirements for the city to consider? (E.g., reporting platform, etc.)
7. Share your organization's payer relationships in Texas. Specifically, are you currently contracted as a provider with any Texas Medicaid, Medicare, exchange, or commercial plans?
8. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

## **RFQ ATTACHMENT A, PART THREE**

### **PROPOSED PLAN**

Prepare and submit the following items:

1. The City has implemented Ready to Work which is an education and job placement program. Respondents can learn more about this initiative at Ready to Work ([sanantonio.gov](http://sanantonio.gov)) whose goal is to connect residents to career opportunities. Describe how Respondent can leverage this initiative in their training and hiring practices.
2. Operating Plan - Describe the proposed plan to conduct tasks, current hours of operation, and call center capacity to include:
  - a. Number of providers including provider type (MD, NP, etc.), specialty, and how they are utilized and engaged with EMS.
  - b. Number of navigators
  - c. Types of navigator training, tools, certifications, etc.
  - d. A proposed implementation timeline for services.
  - e. Any future proposed expansion of operating hours (if necessary) to match the needs of the city.
3. Share your process for building local partnerships to support patient care at alternative destinations to include but not limited to:
  - a. in network clinics
  - b. urgent care clinics
  - c. primary care physician offices
  - d. community resources
4. Explain the eligibility criteria for patients to access your services, focusing on HealthEquity. Include and be specific on how you address the patient's ability to pay, insurance status, and other factors.
5. Additional Tasks – Provide any additional tasks not included in RFQ Scope of Services, which Respondent recommends ensuring the success of the Program and robust evaluation of outcome.
6. Additional Information - Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

## RFQ ATTACHMENT B

### **CONTRACTS DISCLOSURE FORM**

Complete and submit a Contracts Disclosure Form with the proposal. The Contracts Disclosure Form may be downloaded at:

- Link to complete form electronically: <https://webapp1.sanantonio.gov/ContractsDisclosure/>
  - Link to access PDF form to print and handwrite information: <https://www.sanantonio.gov/portals/0/files/clerk/ethics/ContractsDisclosure.pdf>
1. Download form and complete all fields. All fields must be completed prior to submitting the form
  2. All Respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
    - a. names of the agency board members and executive committee members,
    - b. list of positions they hold as an individual or entity seeking action on any matter listed:
      - (1) The identity of any individual who would be a party to the transaction;
      - (2) The identity of any entity that would be a party to the transaction and the name of:
        - a. Any individual or entity that would be a subcontractor to the transaction;
        - b. Any individual or entity that is known to be a partner or a parent entity of any individual or entity who would be a party to the transaction, or any subsidiary entity that is anticipated to be involved in the execution of the transaction; and
        - c. The board members, executive committee members, and officers of entities listed above; and
      - (3) The identity of any lobbyist, attorney or consultant employed for purposes relating to the transaction being sought by any individual or entity who would be a party to the transaction.
    - c. names and titles of officers of the organization.
  3. Click on the "Print" button and place the copy in your proposal response as indicated in the Proposal Checklist.

NOTE: It is recommended not to use Chrome browser to access this form. If you have difficulty accessing, please contact the Staff Contact Person identified in Section 011 of this RFQ.

**RFQ ATTACHMENT C**

**LITIGATION DISCLOSURE FORM**

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

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

Yes \_\_\_\_ No \_\_\_\_

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

Yes \_\_\_\_ No \_\_\_\_

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

Yes \_\_\_\_ No \_\_\_\_

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

**RFQ ATTACHMENT D**

**LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM**

Posted as a separate document.

**RFQ ATTACHMENT E**

**VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM IDENTIFICATION FORM**

Posted as a separate document.

## RFQ ATTACHMENT F

### **CERTIFICATE OF INTERESTED PARTIES (Form 1295)**

Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address: <https://www.ethics.state.tx.us/filinginfo/1295>

**Print and sign your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert “City of San Antonio”. Where requested to provide the contract number, provide the RFQ number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234, or RFCSP 6100001234).**

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

“Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the “Business entity”.)

“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

“Intermediary,” for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person’s participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.



## RFQ ATTACHMENT G

### SIGNATURE PAGE

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <https://www.sa.gov/Directory/Departments/Finance/About/Divisions/Procurement>.

By submitting a proposal, electronically, Respondent represents that:

If awarded a contract in response to this RFQ, Respondent will be able and willing to execute a contract in the form shown in the RFQ, as attached and set out in RFQ Exhibit 9, with the understanding that the scope and compensation provisions will be negotiated and included in the final document.

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

If awarded a contract in response to this RFQ, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFQ Exhibits 1 & 2.

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

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

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

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

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

Complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

---

Respondent Entity Name

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

When submitting your proposal electronically, through City's portal, Co-Respondent must also log in using Co-Respondent's log-on ID and password and submit a letter indicating that Co-Respondent is a party to Respondent's proposal and agrees to these representations and those made in Respondent's proposal. While Co-Respondent does not have to submit a copy of Respondent's proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

## RFQ ATTACHMENT H PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order. **Respondent shall limit information regarding the Local Preference Program, the Veteran-Owned Small Business Preference Program participation and any reference to the Respondent's proposed price or revenue to the respective section designated for this information. PLACING PROGRAM PARTICIPATION OR PRICE/REVENUE INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFQ MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

Document	Initial to Indicate Document is attached to Proposal
Table of Contents	
Executive Summary	
General Information Form and Three (3) Reference Letters RFQ Attachment A, Part One	
Experience, Background, and Qualifications RFQ Attachment A, Part Two	
Proposed Plan RFQ Attachment A, Part Three	
+Contracts Disclosure Form RFQ Attachment B	
Litigation Disclosure Form RFQ Attachment C	
+Local Preference Program Identification Form RFQ Attachment D	
+Veteran-Owned Small Business Preference Program Identification Form RFQ Attachment E	
Proof of Insurability (See RFQ Exhibit 1) Insurance Provider's Letter and Copy of Current Certificate of Insurance	
Financial Information	
+Certificate of Interested Parties (Form 1295) RFQ Attachment F	
+Signature Page RFQ Attachment G	
Proposal Checklist RFQ Attachment H	
+Signed Addenda, if applicable.	
One <b><u>COMPLETE</u></b> (1) electronic submission through SAePS.	

+Documents marked with a (+) on this checklist require a signature.

**Be sure all forms that require a signature are signed prior to submittal of the proposal.**