LOC; cah
09/10/09
Item No. 10

2009-09-10-0701

AN ORDINANCE

ACCEPTING THE BEST VALUE BID FROM KENNMARK BULLOCK PERSONNEL, LLC TO PROVIDE TEMPORARY DATA ENTRY PERSONNEL FOR AN ANNUAL COST OF $210,600.00.

* * * * *

WHEREAS, the City released an invitation for best value bids to provide the City of San Antonio Police Department with a contract with a temporary labor company to supply data entry personnel; and

WHEREAS, 7 bids were received; and

WHEREAS, the City has determined that the bid submitted by Kennmark Bullock Personnel, LLC will provide the best value to meet the City's needs for this contract; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The best value bid submitted by Kennmark Bullock Personnel, LLC to provide the City of San Antonio Police Department with Temporary Data Entry Personnel is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the score summary and bid are attached hereto and incorporated herein for all purposes as **Exhibit I**.

SECTION 2. Funding for this ordinance is will be in accordance with the FY 2009 and FY 2010 Budgets approved by City Council for Fund 11001000, Cost Center 1706100001, General Ledger 5202010.

SECTION 3. If approved by City Council, payment not to exceed the budgeted amount of $210,600.00 is authorized to Kennmark Bullock Personnel, LLC and should be encumbered with a purchase order.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or her designee, correct allocation to specific Index Codes and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 5. This ordinance shall be effective immediately upon passage by eight or more affirmative votes; otherwise, it shall be effective on the tenth day after passage.

PASSED and APPROVED this 10th day of September, 2009.

M A Y O R

JULIÁN CASTRO

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit I

Best Value Bid - Data Entry Services

Score Summary	Maximum Points	Karimar Corporation 343 Northridge Dr. San Antonio, TX 78209	Kennmark Bullock Personnel, LLC 121 Interpark Blvd. Ste. 108 San Antonio, TX 78216	Labor On Demand, Inc. 851 Culebra Road San Antonio, TX 78201	Reliable Staffing Corp. 7224 Blanco Road San Antonio, TX 78216	Search Associates & Consultants 10650 Culebra Road #104 San Antonio, TX 78251	Sun Plus Data Group, Inc. 325 Lester Road NW, Ste. A Lawrenceville, GA 30044	Telecom Staffing, LLC 6710 Lazy Ridge San Antonio, TX 78229
I - History, Experience, Financial Stability and Past Performance	30	14.33	26.33	20.00	21.67	14.67	18.00	19.67
II - Service Delivery Plan	20	4.33	18.00	11.67	10.67	2.33	6.33	16.33
III - Quality Assessment and Performance Improvement	15	2.00	14.33	7.00	7.67	1.33	5.67	10.00
Sub-Total	65	20.67	58.67	38.67	40.00	18.33	30.00	46.00
IV - Local Business Enterprise	10	10.00	10.00	10.00	10.00	10.00	0.00	10.00
IV - Historically Underutilized Enterprise	5	5.00	5.00	5.00	5.00	5.00	0.00	5.00
IV - Compliance w/SBEDA Policy	5	3.00	3.00	3.00	2.00	5.00	1.00	4.00
V - Pricing Schedule	15	12.60	11.93	13.69	15.00	11.23	10.80	8.68
TOTAL SCORE	100	**51.26**	**88.60**	**70.36**	**72.00**	**49.57**	**41.80**	**73.68**
RANK BASED ON TOTAL SCORE		**5**	**1**	**4**	**3**	**6**	**7**	**2**

FORMAL INVITATION FOR BEST VALUE BID
ANNUAL CONTRACT FOR DATA ENTRY SERVICES

One Original and Five (5) Copies of the Sealed bids, subject to the Terms and Conditions of this Invitation for Best Value Bids and other contract provisions, will be received at the City Clerk, City Hall until **2:00 P.M. Central Time, June 2, 2009**.

The City of San Antonio Purchasing Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance may be received by visiting the Purchasing Office in the Riverview Tower, 111 Soledad, Suite 1100 or by calling (210) 207-7260.

It is the policy of the City of San Antonio to involve qualified Small, Minority, Woman-owned, and local business in construction, procurement, professional services, and leases and concessions contracting. The City of San Antonio has established the following minority business enterprise (MBE), woman business enterprise (WBE), African-American business enterprise (AABE), and small business enterprise (SBE) utilization goals:

MBE Goal: 15% WBE Goal: 10%
AABE Goal: 3% SBE Goal: 50%

This invitation includes the following:

Invitation for Bids
Terms and Conditions of Invitation for Bids
Specifications and General Requirements
Price Schedule

The undersigned, by his/her signature, represents that he/she is authorized to bind the Bidder to fully comply with the Specifications and General Requirements for the amount(s) shown on the accompanying bid sheet(s). By signing below, Bidder has read the entire document and agreed to the terms therein.

Signer's Name: _____ Firm Name: _____
(Please Print or Type)

Address: _____

_____
Signature of Person Authorized to Sign Bid

City, State, Zip Code: _____

Email Address: _____ Telephone No.: _____

Fax No.: _____

Please complete the following:

Prompt Payment Discount: _____% _____days. (If no discount is offered, Net 30 will apply.)
Please check the following blanks which apply to your company:
Ownership of firm (51% or more):
___Non-minority ____Hispanic ___African-American ____Other Minority (specify) _____
___Female Owned ___Handicapped Owned ___Small Business (less than $1 million annual receipts or 100 employees)
Indicate Status: ___Partnership ___Corporation ____Sole Proprietorship ____Other (specify) _____
Tax Identification Number:_____ Social Security Number: __ __ __ - __ __ - __ __ __ __

FOR CITY USE ONLY **AWARD**

Items Accepted:	**Ordinance No:**	**Date:**	**Amount:**

Approved: _____ **CITY OF SAN ANTONIO**

TERMS AND CONDITIONS OF INVITATION FOR BIDS
READ CAREFULLY

1. GENERAL CONDITIONS

Bidders (hereinafter "bidders", "vendors" or "contractors") are required to submit their bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. Any bid, after being opened, becomes subject to the Public Information Act, Government Code Chapter 552; therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Public Information Act.

(d) No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, San Antonio Water System, and all City boards and commissions other than those which are purely advisory. In this instance a City employee is defined as any employee of the City who is required to file a financial involvement report pursuant to the City's ethics ordinance.

2. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished or the bid may be deemed non responsive. The bidder shall print or type name and manually sign the schedule.

(b) Where there is an error in extension of price, the unit price shall govern. Any bid that is considered for award by each unit or line item, must include a price for each unit or line item for which the bidder wishes to be considered. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.

Any bid that is considered for award on an "all or none" basis must include a price quote for all units or line items. In an "All or None" bid, a unit price left blank shall be tabulated as a "zero", and shall be deemed to be offered at no cost to the City.

(c) Alternate bids may be allowed at the sole discretion of the City.

(d) Proposed delivery time must be shown and shall include weekends and holidays, unless specified otherwise in this IFB.

(e) Bidders will neither include federal taxes nor State of Texas limited sales excise and use taxes in bid prices since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by bidder.

3. DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Each bid must clearly identify the proposed product, the quantity of the product, model, and type, as applicable. Prorata adjustments to packaging and pricing may be allowed at the sole discretion of the City.

4. ASSURANCE OF COMPLIANCE - EQUAL EMPLOYMENT OPPORTUNITY AND SMALL AND/OR MINORITY BUSINESS ADVOCACY REQUIREMENTS

It is the policy of the City of San Antonio that Small and/or Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Bidder agrees that if this bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, bidder agrees, by submittal of this bid, that he/she will abide by all applicable terms and provisions of this Nondiscrimination Clause and the Small Business Advocacy Clause. These clauses are available in the City's Department of Economic and Employment Development and the City Clerk's Office.

5. SAMPLES, DEMONSTRATIONS AND TESTING

At the City's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested prior to award of the contract, upon delivery and/or at any point during the term of resulting contract. After notification, samples, demonstrations and/or testing must be provided within **ten** days. Failure to provide samples prior to award of contract will disqualify bidder from consideration. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the bidder. Samples will be returned upon request; otherwise, samples will become property of the City of San Antonio, **ten** days after award of the contract.

6. SUBMISSION OF BIDS

(a) Bids shall be enclosed in sealed envelopes addressed to the City Clerk, City of San Antonio. The name and address of bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s).

(b) Bids must be submitted on the forms furnished. Facsimile bids must be submitted in accordance with Par. 6 (a) above. Bids, however, may be modified provided such modifications are sealed and received by the City Clerk prior to the time and date set for the bid opening. However, the City of San Antonio shall not be responsible for lost or misdirected bids or modifications.

(c) By submittal of this bid, bidder certifies to the best of his/her knowledge that all information is true and correct.

7. REJECTION OF BIDS

(a) The City may reject a bid if:

1. The bidder misstates or conceals any material fact in the bid; or

2. The bid does not strictly conform to law or the requirements of the bid;

3. The bid is conditional, except that the bidder may qualify the bid for acceptance by the City on an "All or None" basis or a "Best Value Item" basis. An "All or None" basis bid must include all items upon which bids are invited.

(b) In the event that a bidder is or subsequently becomes delinquent in the payment of his, her or its City taxes, including state and local sales taxes, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent bidder as a result of such contract.

(c) The City may, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in Par. 7 (a) 3 above. The City at its sole discretion may also waive any minor informalities or irregularities in any bid, to include failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

8. WITHDRAWAL OF BIDS

Bids may not be withdrawn after the time set for the bid opening, unless approved by the City Council.

9. LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered.

10. CLARIFICATION TO BID SPECIFICATIONS

(a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, he/she may submit to the City Director of Purchasing on or before seven calendar days prior to scheduled opening, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Director of Purchasing on or before **seven** calendar days prior to the scheduled opening.

(b) The City reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within **two** days from request.

11. DISCOUNTS

In connection with any discount offered, time will be computed from the date of receipt of supplies or services, or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

12. AWARD OF CONTRACT

(a) Per Section § 252.043 of the Texas Local Government Code, the contract will be awarded to either the lowest responsible bidder or to the bidder who provides goods and/or services at the best value for the City. In determining best value, the City may consider price, reputation, quality, past relationship with City, SBEDA requirements, long term cost and any other relevant factors.

(b) The City reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations, in accordance with Par.7 (a) 3 above.

(c) A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.

(d) The City of San Antonio reserves the right to utilize previous purchases as a basis for evaluation of bids when future usages are unable to be determined.

(e) Breaking of tie bids shall be in accordance with the Texas Local Government Code § 271.901.

(f) Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities bid in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.

13. BID PROTEST PROCEDURES

(a) Any bidder who is adversely affected in connection with the solicitation, evaluation, or proposed award of a contract may file a protest with the Director of Purchasing & General Services and appeal any adverse decision to the City Manager of the City of San Antonio.

(b) Vendor must deliver a written notice of protest to the Purchasing and General Services Director within seven (7) calendar days of the posting of the intent to award. If vendor does not file a written notice within this time; the vendor will have waived all rights to formally protest the intent to award. It is the vendor's responsibility to check the City's website posting.

14. DEBRIEFING

Debriefing of contract award is available upon request and after award of the Contract.

15. CONTRACT TERMINATION

TERMINATION-BREACH:

(a) Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director of Purchasing & General Services, its obligations under this contract, or violate any of the terms of this contract, the City shall have the right to immediately terminate the contract. Notice of termination shall be provided in writing to the contractor, effective upon the date set forth in the notice. Such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor.

TERMINATION-NOTICE:

(b) The City may terminate this contract without cause. The City shall be required to give the vendor notice **ten** days prior to the date of termination of the contract without cause.

TERMINATION-FUNDING:

(c) City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

16. DELIVERY OF GOODS/SERVICES

(a) All materials are to be delivered F.O.B., City of San Antonio's designated facility.

(b) Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of the bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required", "as soon as possible" or "prompt" may result in disqualification of the bid.

(c) Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Director of Purchasing. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.

(d) When delivery is not met as provided for in the contract, the Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible bidders as determined by the Purchasing & General Services Department.

17. PERFORMANCE DEPOSIT

(a) The following provisions shall apply only when a performance deposit is specified as required in this Invitation for Bids.

(b) The successful vendor must furnish the City of San Antonio with a performance deposit in the amount set forth in the Invitation For Bids. This deposit is not to be submitted with the bid, but must be presented to the Purchasing & General Services Department within **ten** days from request.

(c) The City of San Antonio will not enter into a contract or issue a purchase order until the successful vendor has complied with the performance deposit provisions.

(d) The performance deposit shall be in the form of a performance bond (in a form acceptable to the City Attorney), cashier's check, certified check upon a state or national bank or trust company, or a check on such bank or trust company signed by a duly authorized officer thereof (checks to be drawn payable to the City of San Antonio), or a Certificate of Deposit from such bank or trust company assigned to the City of San Antonio, or an irrevocable letter of credit from a state or national bank or trust company.

(e) The performance deposit of the successful vendor shall be returned by the City upon completion of the contract and final acceptance of all items in accordance with conditions thereof.

(f) Failure of successful vendor to perform any of the services required by this contract within **ten** days of receipt of written demand for performance from City, or failure of vendor to correct or replace defective goods or products within **ten** days from receipt of written demand therefore, shall constitute a total breach of this contract and shall cause this contract to terminate immediately upon the expiration of the ten day period. In the event of such termination, the performance deposit shall be retained by the City of San Antonio as liquidated damages, based upon mutual agreement and understanding between vendor and City at the time this bid is solicited, submitted and accepted, that the City of San Antonio is a governmental agency engaged in public projects, and that the measurement of damages, which might result from a breach of the terms and specifications herein is difficult or impossible to determine. However, the Director of Purchasing & General

Services with the concurrence of the City Manager, may return all or part of the performance deposit to the vendor if the Director determines, in the Director's sole discretion, that the failure to perform the conditions of this contract was the result of acts or events over which the vendor had no control. The determination shall then be final and binding on all parties.

18. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

19. BID RESULT REQUEST

Any party who wishes to be provided documents relating to the bid results shall make a request in writing. Pursuant to state law, the City may assess a fee in order to recoup the cost related to providing the requested information.

20. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

21. INDEMNITY

(a) **BIDDER covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, 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 BIDDER'S activities under this CONTRACT, including any acts or omissions of BIDDER, any agent, officer, director, representative, employee, consultant or subcontractor of BIDDER, 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 negligence of the CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT BIDDER 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.**

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

22. INSURANCE

If required, specific insurance provisions will be included in bid specifications. An original, completed insurance certificate and all applicable endorsements, meeting the requirements set forth in these specifications, **must be**

submitted within 10 days of a request from the City. The successful vendor must maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid, or cancellation of the contract, after award.

23. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

24. WARRANTY

The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services.

REJECTION OF DISCLAIMERS OF WARRANTIES & LIMITATIONS OF LIABILITY. ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

25. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing by the City of San Antonio Purchasing & General Services Department.

26. ASSIGNMENT

Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void and shall confer no rights upon any third person.

27. INTERLOCAL PARTICIPATION

(a) The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this Invitation for Best Value Bids (hereafter "IFBVB"). Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this IFBVB shall be listed on a rider attached hereto, if known at the time of issuance of the IFBVB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within **ten** calendar days of receipt.

(b) In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

(c) Entity purchase orders shall be submitted to Vendor by the Entity.

(d) Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN CITY.

28. QUESTIONS

Questions regarding interpretation of bids, bid results or bid awards should be directed to the Purchasing & General Services Department at (210) 207-4045 or email Laura Sambrano at laura.sambrano@sanantonio.gov.

I. SPECIAL TERMS AND CONDITIONS FOR SUBMISSION AND EVALUATION OF BIDS

A. TERMS PERTAINING TO SUBMISSION OF BIDS

SCOPE: The City of San Antonio is soliciting best value bids to provide data entry services in accordance with the specifications listed herein. The contractor will be primarily responsible for entering police report data into a mainframe system currently maintained by the San Antonio Police Department (SAPD).

AWARD OF CONTRACT: The contract will be awarded to bidder(s) whose bid, conforming to the Best Value Bid, provides the best value to the City. Best value will be determined by examining bidder's history, experience, past performance, service quality plan, quality assessment and performance improvement plan, pricing and compliance with the City's Small Business Economic Development Advocacy Program.

REQUIRED DOCUMENTS: The following is a list of required documents, which must be included in the bid package in the order indicated below. Failure to submit any of the required documents may result with the bid deemed non-responsive and thereby disqualified from further consideration. Forms to be used and/or instructions for providing required information are furnished for each item in succeeding pages. Additional pages may accompany each required document.

NOTE: BIDDERS MUST SIGN AND SUBMIT THIS ENTIRE INVITATION FOR BEST VALUE BIDS, IN ADDITION TO SUBMITTING THE REQUIRED DOCUMENTS LISTED BELOW.

- One (1) original and five (5) copies of the signed Invitation for Best Value Bids
- Check List Verification, Attachment A
- Executive Summary, Attachment B
- History, Experience, Financial Stability & Past Performance, Attachment C
- Service Delivery Plan, Attachment D
- Quality Assessment and Performance Improvement, Attachment E
- Price Schedule, Attachment F
- Good Faith Effort Plan, Attachment G
- Brochures, Attachment H
- Discretionary Contracts Disclosure, Attachment I
- Litigation Disclosure, Attachment J

SCHEDULE OF EVENTS: Following is a list of projected dates/times with respect to this Best Value Bid:

Bid Issue Date	May 15, 2009
Questions Accepted	May 25, 2009
Bid Response Due	June 2, 2009

B. EVALUATION OF BIDS

EVALUATION CRITERIA AND EVALUATION PROCESS:

BEST VALUE: The City of San Antonio will award to the Bidder that represents the "best value" to the City, price and other factors considered. In determining the "best value", the Evaluation Criteria listed below will be considered and weighted as shown.

EVALUATION PROCESS: The City will conduct a fair and impartial evaluation of all bids received in response to this Best Value Bid as set forth in the Evaluation Criteria. The City may appoint a selection committee to perform the evaluation. Each Bid Response will be analyzed to determine overall qualifications under the bid specifications. Final approval of a selected Bidder(s) is subject to the approval of the City of San Antonio City Council. The following weighted criteria will be considered to determine which bid offers the "best value" to the City of San Antonio.

EVALUATION CRITERIA:

I. HISTORY, EXPERIENCE, FINANCIAL STABILITY AND PAST PERFORMANCE (30 POINTS)

II. SERVICE DELIVERY PLAN (20 POINTS)

III. QUALITY ASSESSMENT AND PERFORMANCE IMPROVEMENT (15 POINTS)

IV. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY PROGRAM (SBEDA) (20 POINTS)

- The following SBEDA Performance Standard Percentage Points **(20 POINTS TOTAL),** with Good Faith Effort Plan (GFEP), shall be utilized for the award of this contract.

1) Up to ten percentage (10%) points based on the following criteria:
   i. Prime contractors meeting the definition of a Local Business Enterprise (LBE) shall receive ten percent (10%) of the selection points.

   ii. Prime contractors who have a local branch office shall receive six percent (6%) of the selection points.

   iii. Non-local prime contractors shall receive selection points for subcontracting with local businesses proportional to the amount of work performed by those local subcontractors/suppliers (i.e., 50% to local = 5 points).

2) Up to five percentage (5%) points based on the following criteria:

   i. Prime contractors meeting the definition of a Historically Underutilized Enterprise (HUE) shall receive five percent (5%) of the selection points.

   ii. Prime contractors who subcontract with HUEs shall receive selection points proportional to the amount of work performed by those HUEs (i.e., 50% to HUEs = 2.5 points).

   iii. SMBEs and/or SWBEs must be certified by the South Central Texas Regional Certification Agency (SCTRCA), the City's certifying agency, or approved by the Director of Economic Development or designee to be considered a HUE.

3) Up to five percentage (5%) points for Prime Contractor compliance with the SMALL BUSINESS policy:

   i. One percent (1%) for submission/approval of the Good Faith Effort Plan
   ii. One percent (1%) for meeting/exceeding the MBE goal.
   iii. One percent (1%) for meeting/exceeding the WBE goal.
   iv. One percent (1%) for meeting/exceeding the AABE goal.
   v. One percent (1%) for meeting/exceeding the SBE goal.

V. PRICING SCHEDULE (15 POINTS)

II. GENERAL TERMS AND CONDITIONS

TERM OF CONTRACT:

1. The term of this contract shall begin contingent upon award by City Council, and terminate July 31, 2010, unless an extension or earlier termination occurs pursuant to any of the provisions of this contract.

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

3. The City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Director of Purchasing & General Services or her designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

STANDARD REQUIREMENTS:

1. Prospective bidders must prove beyond any doubt to the City Purchasing Manager that they are duly qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed.
2. When contractor cannot abide by terms and conditions in fulfilling the contract, contractor must supply service or supplies from other sources at the contract price. If contractor delays in the above, the City reserves the right to purchase on the open market and charge contractor the difference between contract price and the purchase price.

3. The Annual Contract shall include the following terms and conditions:

   (a) An Annual Contract purchase order will not be issued for each City agency authorized to place orders against this annual contract. A contract purchase order will be issued per order. Vendor must have the Contract Purchase Order before making any delivery. Payment will be made by the City on a monthly basis.

   (b) All invoices must be submitted in duplicate and show each purchase order number and corresponding City agency. Invoices must be legible. The vendor shall provide a comprehensive and detailed invoice for each item charged. Original documentation that validates the charges shall be attached to the invoice(s). Invoices shall include a purchase order number, date and item of service, service location, and type of service performed. In connection with any term discount offered, time will be computed from the first of the month following receipt of supplies or services, or a correct invoice. Payment is deemed to be made on the date of mailing the check.

   (c) Bidders' facilities and equipment will be a determining factor in making the bid award. All bidders may be subject to inspection of their facilities and equipment.

4. Prices must remain firm for the duration of the contract period.

5. THE CITY OF SAN ANTONIO WILL MAKE AWARD TO ONE (1) FIRM ONLY.

RESTRICTIONS ON COMMUNICATION:

1. Bidders are prohibited from communicating with elected City officials and their staff regarding the IFBVB or bids from the time the IFBVB has been released until the contract is posted as a City Council agenda item. Bidders are prohibited from communicating with City employees from the time the IFBVB 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 IFBVB and/or bid submitted by bidders. Violation of this provision by bidder and/or its agent may lead to disqualification of bidder's submittal from consideration. Exceptions to the restrictions on communication with City employees include:

2. Bidders may submit written questions concerning this IFBVB to the Staff Contact Person listed in the address below until 4:30 p.m., Central Time, on May 25, 2009. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by electronic mail or by fax to:

   Laura Sambrano, Senior Procurement Specialist

   City of San Antonio, Purchasing & General Services

   laura.sambrano@sanantonio.gov or to fax # (210) 207-4029

   However, questions sent by certified mail, return receipt requested, will also be accepted and should be addressed to:

   Laura Sambrano, Senior Procurement Specialist

   City of San Antonio, Purchasing & General Services

   P.O. Box 839966

   San Antonio, TX 78283-3966

3. Bidders and/or their agents are encouraged to contact the Small Business Outreach Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy Program policy and/or completion of the *Good Faith Effort Plan* form. The point of contact is Ms. Melissa Aguillon. Ms. Aguillon may be reached by telephone at (210) 207-3900 or by e-mail at Melissa.Aguillon@sanantonio.gov. Contacting her or her office regarding this IFBVB after the bid due date is not permitted.

4. Bidders 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, bidders shall not bring lobbyists. The City reserves the right to exclude any persons from such selection committee meetings as it deems in its best interests.

5. City reserves the right to contact any bidder for clarification after responses are opened.

ADDENDUMS TO IFBVB:

Addendums regarding this IFBVB will be posted on the City's website at http://epay.sanantonio.gov/RFPListings/. It is Bidder's responsibility to review this site and ascertain whether any addendums have been made prior to submission of a bid. A Bidder who does not have access to the internet, must notify City in accordance with, Restrictions on Communication, that Bidder wishes to receive copies of addendums to this IFBVB by mail.

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

The only avenue for making changes to this IFBVB prior to contract award is a published Addendum. Addendums are posted to the City's website and to http://www.demandstar.com/. If there is a conflict between anything contained on the website, Demandstar, and the signed and issued Addendum; the Addendum will control.

TERMINLOGY & EXPLANATION OF ATTACHMENTS:

1. Attachments to this IFBVB require a response from the bidder.

INSURANCE:

(1) Prior to the commencement of any work under this Agreement, Bidder shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Purchasing Department, which shall be clearly labeled "*Data Entry Services*" 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 original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title 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 Purchasing Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

(2) 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.

(3) A Bidder's financial integrity is of interest to the City; therefore, subject to Bidder's right to maintain reasonable deductibles in such amounts as are approved by the City, Bidder shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Bidder's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. 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	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
2. Workers' Compensation 3. Employers' Liability	Statutory $1,000,000/$1,000,000/$1,000,000

(4) 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). Bidder 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. Bidder shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Purchasing and General Services Department
P.O. Box 839966
San Antonio, Texas 78283-3966

(5) Bidder 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 polices;

- 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;

- Provide thirty (30) calendar days 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.

(6) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Bidder shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Bidder's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

(7) In addition to any other remedies the City may have upon Bidder'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 Bidder to stop work hereunder, and/or withhold any payment(s) which become due to Bidder hereunder until Bidder demonstrates compliance with the requirements hereof.

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

(9) It is agreed that Bidder'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.

(10) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

(11) Bidder and any Subcontractors are responsible for all damage to their own equipment and/or property.

CONTRACT DOCUMENTS

This Invitation for Best Value Bid, signed and returned by Bidder, Bidder's Proposal, and the Ordinance accepting Bidder's Proposal and any Purchase Orders issued by City shall constitute the Contract documents. In the case of a conflict among the contract documents, the order of priority of interpretation shall be as follows:

- Ordinance
- City's Invitation for Best Value Bid
- Bidder's Proposal
- Purchase Order(s)

III. SCOPE OF SERVICES AND SPECIFICATIONS

(1) Background

The San Antonio Police Department (SAPD) Records Unit is charged with the task of data entering all accident, offense and incident police reports. These reports are public governmental records in which the public can purchase for a fee which covers the costs of materials, labor and equipment as per the Texas Administrative Code (1 TAC 111.16-.70) and Code of Ordinances, City of San Antonio, (Chapter 25, Article I, Section 25-6).

The Texas Public Information Act (Government Code, Chapter 552) provides for public access to most government records and sales of copies of such records, including police reports. Furthermore, the Act stipulates the requests for public information should be produced within ten working days and if unavailable within the ten working day timeframe, then requestor must receive a reasonable time and date when it will be made available.

It is essential that the Police Department's Records Unit acquire temporary personnel to assist with the data entry of Police Records in order to comply with the Texas Public Information Act and to prevent a report backlog.

Additionally, the data entered generates Uniform Crime Reports (UCR) as well as Tactical Crime Intelligence data reports.

The City seeks best value bids from qualified bidders interested in providing the services as described in this bid. The increased workload is a result of data entering hand-written reports into the City's current Mainframe system. The contractor will be primarily responsible for entering data into the Mainframe system currently maintained by the City. The data entered into the Mainframe, will then be utilized by the City to produce police reports as requested by the constituency of the City of San Antonio.

(2) Scope of Services

The contractor will assign a minimum of ten (10) qualified data entry clerks to the Police Department's Headquarters located at 214 W. Nueva St., San Antonio, Texas 78207. At the beginning of each workday, the employees will be present for a 7:45 a.m. roll call after which the supervisor will assign each employee to their workstations. The workday will continue until 4:30 p.m. with a 45 minute lunch break.

Each assigned employee must possess the initial capability of data entering, at least, four (4) reports per hour. The SAPD Record Supervisor will assess each employee's entries for accuracy and timeliness of the reports. The Communications Unit Commander shall have the final authority to request the selected bidder to remove an employee from the project. Selected bidder shall designate a representative liaison for the City's awarded contract. The bidder's representative will meet weekly with an SAPD representative to review assignments and employee's performance.

On a daily basis, the SAPD Records Unit Supervisor shall submit a copy of each employee's time sheet to the selected bidder's designated representative. Copies may be submitted electronically utilizing an Excel or Word format. Selected bidder shall ensure their employees are compensated weekly for their City assigned projects.

(3) Minimum Performance Standards

(a) Each employee will enter four (4) or more reports into the Mainframe system per hour.

(b) Each contractor employee shall enter reports with less than 2% error during the term of the contract.

(c) Each contractor employee shall have no more than three (3) unscheduled (call-ins) absences in a 6-month calendar period beginning commencement date of the awarded contract.

(4) Additional Requirements

(a) Confidentiality, 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 this Contract shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government record" as used herein shall mean 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.

Bidder acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this Invitation for Bid, will belong to and be the property of City. Bidder, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Bidder, if awarded this 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.

In accordance herewith, Bidder, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

(b) Certifications

Bidder warrants and certifies that bidder and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

(c) Background Check

Due to the nature of the confidential services involved, this project requires bidder to assign only personnel that have completed and passed all required criminal background checks.

(d) Security of Data

Bidder shall take all necessary measures to ensure that all source data submitted by the City shall be held in strict confidence and that no one other than contractor's staff have access to said data. All data and records must remain on-site and may not be taken from SAPD Headquarters and/or Records Unit premises.

(e) Contractor Qualifications

Contractor shall be regularly engaged in the business of providing data entry services. Vendor shall provide a written account of the company's work history.

1. Experience must include successful management of off-site employees working in a large municipal governmental entity.

(f) Personnel

All work performed by the contractor shall be conducted by experienced staff members. All the services required to be performed by the contractor under this contract shall be performed by the contractor and/or persons under his/her direct control and for whom he/she is solely responsible.

(5) Mininum Requirements

(a) Contractor shall assign a minimum of ten (10) temporary full time data entry employees. Each contractor employee assigned to this contract shall not exceed forty (40) hours per week unless prior one (1) week written authorization has been obtained by a designated City representative.
(b) Each employee must have completed and passed the Department's criminal background check(s) prior to assignment with the San Antonio Police Department data entry project.
(c) The Department's preference is to utilize current persons to fulfill temporary positions that have experience with the data entry project.
(d) The Communications Unit Commander will be the final authority to accept a candidate for the data entry project.
(e) Employees that do not meet the City's data entry goals and/or have a high rate of error shall be removed from working on said project at the City request.
(f) Additionally, Contractor shall have the availability of additional employees for assignments other than the data entry project.
(g) Employees shall meet minimum qualifications to fulfill various para-professional and/or professional positional project assignments as requested by an authorized City representative.
(h) Employees that do not meet the City's requested minimum qualifications and/or have a high rate of error shall be removed from working on said project at City's request.

ATTACHMENT A
CHECK LIST VERIFICATION

This checklist is to help Bidders ensure that all required documents have been included in this Best Value Bid.

DOCUMENT	Check or Initial to Indicate Document is Attached to Bid
*One (1) original and five (5) copies of the signed Invitation for Best Value Bids	
Check List Verification, Attachment A	
Executive Summary, Attachment B	
History, Experience, Financial Stability and Past Performance, Attachment C	
Service Delivery Plan, Attachment D	
Quality Assessment and Performance Improvement, Attachment E	
Price Schedule, Attachment F	
*Good Faith Effort Plan, Attachment G	
Brochures, Attachment H	
*City of San Antonio Discretionary Contracts Disclosure, Attachment I	
*Litigation Disclosure Form, Attachment J	

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

ATTACHMENT B
EXECUTIVE SUMMARY

1. This summary shall include a statement of work to be accomplished, how bidder proposes to accomplish and perform each specific service and unique problems perceived by bidder and their solutions. Also to be included with bid submittal, an overview of bidder's organization, discussing location(s), screening of qualified employees, recruitment of current temporary employees assigned to project, supervisory personnel the department will work with.

_____Please check if response is included as a separate document.

ATTACHMENT C
HISTORY, EXPERIENCE, FINANCIAL STABILITY AND PAST PERFORMANCE

1. Number of years engaged in the type of business, which involved data entry services.

   _____ Years _____ Months

2. Fully describe your company and experience as it relates to the following:

   a) Is bidder authorized and/or licensed to do business in Texas? If "Yes", list authorizations/licenses.
   b) Where is the bidder's corporate headquarters located? _____
   c) **Local Operation**: Does the bidder have an office located in San Antonio, Texas? If "Yes", respond to 1 and 2 below:
      1. How long has the bidder conducted business from its San Antonio office? ____Years _____Months
      2. State the number of full-time employees at the San Antonio office. _____
   d) **County Operation**: If the bidder does not have a San Antonio office, does the bidder have an office located in Bexar County, Texas? If "Yes", respond to 1 and 2 below:
      1. How long has the bidder conducted business from its Bexar County office? _____Years ___Months
      2. State the number of full-time employees at the Bexar County office.
   e) Has the bidder ever had a bond or surety canceled or forfeited? If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.
   f) Has the bidder ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.
   g) Provide any other names under which bidder has operated within the last 10 years.
   h) Provide three (3) references, one of which must be from a financial institution that has provided bidder with banking services during the past three years.

3. Fully describe your company's past performance performing services similar to those requested in this bid as it relates to the following:

   a) History of successful and stable company operation for a period of at least the last three (3) years;

   b) History of data entry service contracts with governmental entities located in Texas or other large organizations for a period of at least three (3) years;

   c) History of past relationships with the City of San Antonio, if applicable.

   d) Provide a history of experience that involved successful management of off-site employees working in a large municipal governmental entity, if applicable.

   e) Provide a list of references for the last three (3) data entry service contracts performed for a large business corporation, government and/or healthcare entity. Include company name, contact person, phone number, date services were performed and description of services performed;

   f) Provide a list of key personnel that will manage and provide services under this contract. Include contact information, number of years employed, level of experience for providing like services and certification and/or training.

___Please check if response is included as a separate document.

ATTACHMENT D
SERVICE DELIVERY PLAN

1. Describe your agency's proposed service delivery plan to provide required services. Agency's staffing plans, organizational charts, job descriptions, hiring timelines, charts, diagrams and other pertinent descriptive materials should be used to expand or clarify.

___Please check if response is included as a separate document.

ATTACHMENT E
QUALITY ASSESSMENT AND PERFORMANCE IMPROVEMENT

1. Provide a clear, detailed description of the quality assessment and performance improvement program (QAPI) related to this project, to include, but not limited to: internal and external review of outcomes, peer review processes, verification of employability, client complaint analysis, and annual evaluation of program operations.

2. Describe the management information system that allows the organization to track and verify achievement of performance measures.

___Please check if response is included as a separate document.

ATTACHMENT F
PRICE SCHEDULE

ITEM 1 - DATA ENTRY:

PRICE PER HOUR FOR AN INDIVIDUAL: $_____

No other additional charges will be allowed with the price submitted above.

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY PROGRAM POLICY AND FORM

1. ***Small Business Participation***
It is the policy of the City of San Antonio to involve Small, Minority, Women and African-American Owned Business Enterprises (S/M/W/AABE) to the greatest extent feasible in the City's discretionary contracts. The intent and purpose of the policy is to ensure that S/M/W/AABE firms have the opportunity to compete for City contracts without discrimination on the basis of race, color, religion, national origin, age, sex or handicap. To accomplish the objectives of the Small Business policy, the City has established specific goals for local S/M/W/AABE participation in this contract.

2. **DEFINITIONS** related to the Small Business Program Provisions:

a. **Small Business Program:** the Small Business Economic Development Advocacy ("SBEDA") Program governed by this ordinance and managed by the SMALL BUSINESS Program Office.

b. **Small Business Enterprises (SBE):** a corporation, partnership, sole proprietorship or other legal entity, for the purpose of making a profit, which is independently owned and operated and which meets the U.S. Small Business Administration (SBA) size standard for a small business. All firms meeting these thresholds will be considered an SBE.

c. **Local Business Enterprise (LBE):** a corporation, partnership, sole proprietorship, or other legal entity which is headquartered within Bexar County for at least one year. For a branch office of a non-headquartered business to qualify as an LBE, the branch office must be located in Bexar County for at least one-year and employ a minimum of ten (10) residents of Bexar County for use at the local branch office.

d. **Minority Business Enterprise (MBE):** a sole proprietorship, partnership, or corporation owned, operated, and controlled by a minority group member(s) who has at least 51% ownership. The minority group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an MBE, the enterprise shall be headquartered in Bexar County or the San Antonio Metropolitan Statistical Area (the SAMSA) for any length of time, or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the MBES's category of contracting for at least one year.

e. **Woman Business Enterprise (WBE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by women who have at least 51% ownership. The woman or women must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as a WBE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits or receives bids on or proposals for, City contracts within the WBE's category of contracting for at least one year.

f. **African-American Business Enterprise (AABE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by an African-American group member(s) who has at least 51% ownership. The African American Group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an AABE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the AABE's category of contracting for at least on year.

3. ***Goals for Small Business Participation***

The goals for the utilization and participation of SBE-MBE-WBE-AABE businesses on this contract are as follows:

MBE	**15%**
WBE	**10%**
AABE	**3%**
SBE	**50%**

Please note that a small business could be classified in multiple categories and thus their utilization could in theory be counted in each category of goals. For example, **Prime Contractor X** submits a proposal, which specifies that they intend to subcontract with Subcontractor A for 10% of the contract. Subcontractor A is certified by the City as an SBE and MBE (a male-owned Hispanic Business owner can be certified as an SBE and MBE). **Prime Contractor X** also intends to subcontract with Subcontractor B for 13% of the contract. Subcontractor B is certified by the City as SBE, MBE and a WBE (a female-owned Hispanic Business owner can be certified as SBE, MBE and WBE). In addition, **Prime Contractor X** also intends to subcontract 10% of the contract to Subcontractor C—a City certified SBE, MBE and AABE (a male-owned African-American business owner can be certified as both a MBE and as a AABE Business). **Prime Contractor X** is also classified as a local SBE. **Prime Contractor X's** compliance with the Small Business goals under this scenario would be as follows:

	City's Small Business Goals	Prime Contractor X's Compliance
MBE	15%	33%
WBE	10%	13%
AABE	3%	10%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

Another example regarding compliance with the policy is as follows: **Prime Contractor Y** submits a proposal, which specifies that they intend to partner through a joint-venture agreement with Company D. Company D is certified by the City as both an SBE and MBE (a male-owned Hispanic Business—certified as an SBE and MBE). As part of their joint-venture agreement, Company D will perform on 32.5% of the contract. **Prime Contractor Y** also intends to subcontract 13% of the contract with Subcontractor F. Subcontractor F is a City certified SBE/MBE/WBE and AABE business. **Prime Contractor Y** is also classified as a local SBE.

Prime Contractor Y compliance with the Small Business goals would be as follows:

	City's Small Business Goals	Prime Contractor Y's Compliance
MBE	15%	45.5%
WBE	10%	13%
AABE	3%	13%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

4. **Good Faith Effort Required**
Proposals shall include a Good Faith Effort Plan (GFEP—ATTACHED). The GFEP shall include specific documentation to utilize local, small, MBE-WBE-AABE businesses in a percentage, which equals or exceeds the above goals. **Any proposal that does not include the GFEP and does not receive approval of the GFEP by the Economic Development Department shall be declared non-responsive, and excluded from consideration.**

5. **MBE-WBE-AABE Certification Required**
Only companies certified as MBE, WBE, or AABE through the South Central Texas Regional Certification Agency (SCTRCA), or as approved by the City of San Antonio Director of Economic Development, can be applied towards the contracting goals. Proof of certification must be submitted.

6. **Small Business Program Information**
Interested contractors/proposers are encouraged to contact the Small Business Outreach Office for information regarding the City's Small Business Program Policy. Please call (210) 207-3900 or FAX: (210) 207-3909.

ATTACHMENT G

GOOD FAITH EFFORT PLAN

(Page 1 of 4)

NAME OF PROJECT: _____

BIDDER/PROPOSER INFORMATION:

Name of Bidder/Proposer: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ E-mail Address: _____

Is your firm certified? ____ Yes _____ No (If yes, please submit Certification Certificate.)

1. List all subcontractors/suppliers that will be used for this contract. (Indicate all MBEs-WBEs-AABEs-SBEs. Use additional sheets as needed.)

NAME AND ADDRESS OF SUBCONTRACTOR'S/SUPPLIER'S COMPANY	CONTRACT AMOUNT	% LEVEL OF PARTICIPATION	MBE-WBE-AABE-SBE CERTIFICATION NUMBER

Only companies certified as an MBE, WBE, AABE or SBE by the City of San Antonio or its certifying organization can be applied toward the contracting goals. All MBE-WBE-AABE-SBE subcontractors or suppliers must submit a copy of their certification certificate through the Prime Contractor. Proof of certification must be attached to this form. If a business is not certified, please call the Small Business Program Office at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.

GOOD FAITH EFFORT PLAN

(Page 2 of 4)

It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of Economic Development and Director of the appropriate contracting department (through the submittal of the Request for Approval of Change to Original Affirmed Good Faith Effort Plan).

NOTE: If MBE-WBE-AABE-SBE contracting goals were met, skip to #9.

2. If MBE-WBE-AABE-SBE contracting goals were not achieved in a percentage that equals or exceeds the City's goals, please give explanation.

_____

_____

_____

3. List all MBE-WBE-AABE-SBE Listings or Directories utilized to solicit participation.

_____

_____

_____

4. List all contractor associations and other associations solicited for MBE-WBE-AABE-SBE referrals.

_____

_____

_____

5. Discuss all efforts aimed at utilizing MBE-WBE-AABE-SBE's.

_____

_____

_____

6. Indicate advertisement mediums used for soliciting bids from MBE-WBE-AABE-SBE's.

_____

_____

_____

GOOD FAITH EFFORT PLAN

(Page 3 of 4)

7. List all MBE-WBE-AABE-SBE bids received but rejected. (Use additional sheets as needed.)

COMPANY NAME	MBE-WBE-AABE-SBE CERTIFICATION NUMBER	REASON FOR REJECTION

8. Please attach a copy of your company's MBE-WBE-AABE-SBE policy.

9. Name and phone number of person appointed to coordinate and administer the Good Faith Efforts of your company on this project.

_____

_____

10. This Good Faith Effort Plan is subject to the Economic Development Department's approval.

GOOD FAITH EFFORT PLAN

(Page 4 of 4)

GOOD FAITH EFFORT PLAN AFFIRMATION

I HEREBY AFFIRM THAT THE INFORMATION PROVIDED IN THIS GOOD FAITH EFFORT PLAN IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

_____

SIGNATURE OF AUTHORIZED OFFICIAL

_____

TITLE OF OFFICIAL

_____

DATE PHONE

****

FOR CITY USE

Plan Reviewed By:_____

Recommendation: Approval_____ Denial_____

Action Taken: Approved_____ Denied_____

DIRECTOR OF ECONOMIC DEVELOPMENT:_____

ATTACHMENT H
BROCHURES

1. Include brochures and other relevant information about your organization you wish the City to consider in its selection process.

ATTACHMENT I

City of San Antonio

Discretionary Contracts Disclosure

For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.

(1) Identify any individual or business entity that is a **party** to the discretionary contract: At a minimum, Vendor's name should be listed

(2) Identify any individual or business entity which is a ***partner***, ***parent*** or ***subsidiary*** business entity, of any individual or business entity identified above in Box (1):
☐ **No partner, parent or subsidiary; *or*** **List partner, parent or subsidiary of each party to the contract and identify the corresponding party:**

(3) Identify any individual or business entity that would be a ***subcontractor*** on the discretionary contract.
☐ **No subcontractor(s); *or*** **List subcontractors:**

(4) Identify any ***lobbyist*** or ***public relations firm*** employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.
☐ **No lobbyist or public relations firm employed; *or*** **List lobbyists or public relations firms:**

(5) Political Contributions
List all political contributions totaling one hundred dollars ($100) or more within the past twenty-four (24) months made to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

☐ **No contributions made; If contributions made, list below:**

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:

(6) Disclosures in Proposals
Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), ("conflicts of interest") by participating in official action relating to the discretionary contract.

☐ **Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or**

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature:	Title: Company or D/B/A:	Date:

ATTACHMENT J
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.

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 proposal.

Statement:

"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 that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals 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 www.ethics.state.tx.us <http://www.ethics.state.tx.us>. 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."

IMPORTANT MAILING INSTRUCTIONS:

MAIL TO:	**CITY CLERK** **P.O. BOX 839966** **SAN ANTONIO, TX 78283-3966**
PHYSICAL ADDRESS:	**CITY CLERK** **CITY HALL (COMMERCE ST. & FLORES ST.)** **100 MILITARY PLAZA, 2ND FLOOR** **SAN ANTONIO, TEXAS 78205**
MARK ENVELOPE:	**"ANNUAL CONTRACT FOR DATA ENTRY SERVICES"** **BIDS TO BE OPENED: 2:00 P.M., June 2, 2009** **BID NO. A1367-09**

CITY OF SAN ANTONIO PURCHASING & GENERAL SERVICES DEPARTMENT

Issued By: LS/ls
BID NO.: A1367-09

Date Issued: May 15, 2009

ORIGINAL

FORMAL INVITATION FOR BEST VALUE BID
ANNUAL CONTRACT FOR DATA ENTRY SERVICES

One Original and Five (5) Copies of the Sealed bids, subject to the Terms and Conditions of this Invitation for Best Value Bids and other contract provisions, will be received at the City Clerk, City Hall until **2:00 P.M. Central Time, June 2, 2009.**

The City of San Antonio Purchasing Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance may be received by visiting the Purchasing Office in the Riverview Tower, 111 Soledad, Suite 1100 or by calling (210) 207-7260.

It is the policy of the City of San Antonio to involve qualified Small, Minority, Woman-owned, and local business in construction, procurement, professional services, and leases and concessions contracting. The City of San Antonio has established the following minority business enterprise (MBE), woman business enterprise (WBE), African-American business enterprise (AABE), and small business enterprise (SBE) utilization goals:

MBE Goal: 15% WBE Goal: 10%
AABE Goal: 3% SBE Goal: 50%

This invitation includes the following:

Invitation for Bids
Terms and Conditions of Invitation for Bids
Specifications and General Requirements
Price Schedule

The undersigned, by his/her signature, represents that he/she is authorized to bind the Bidder to fully comply with the Specifications and General Requirements for the amount(s) shown on the accompanying bid sheet(s). By signing below, Bidder has read the entire document and agreed to the terms therein.

Signer's Name: Anita M. Asher
(Please Print or Type)

Firm Name: Kennmark Bullock Personnel LLC

Anita M. Asher
Signature of Person Authorized to Sign Bid

Address: 121 Interpark Blvd. Ste. 108

City, State, Zip Code: San Antonio, TX 78216

Email Address: anitaa@tri-starrpersonnel.com

Telephone No.: (210) 308-9911

Fax No.: (210)308-1058

Please complete the following:

Prompt Payment Discount: 1 % 10 days. (If no discount is offered, Net 30 will apply.)
Please check the following blanks which apply to your company:
Ownership of firm (51% or more):
___Non-minority ___Hispanic ___African-American ___Other Minority (specify) _____
X Female Owned ___Handicapped Owned X Small Business (less than $1 million annual receipts or 100 employees)
Indicate Status: ___Partnership ___Corporation ___Sole Proprietorship X Other (specify) LLC
Tax Identification Number: 264521744 Social Security Number: ___-___-____

FOR CITY USE ONLY **AWARD**

Items Accepted:	**Ordinance No:**	**Date:**	**Amount:**

Approved: _____ **CITY OF SAN ANTONIO**

ATTACHMENT A
CHECK LIST VERIFICATION

This checklist is to help Bidders ensure that all required documents have been included in this Best Value Bid.

DOCUMENT	Check or Initial to Indicate Document is Attached to Bid
*One (1) original and five (5) copies of the signed Invitation for Best Value Bids	AMA
Check List Verification, Attachment A	AMA
Executive Summary, Attachment B	AMA
History, Experience, Financial Stability and Past Performance, Attachment C	AMA
Service Delivery Plan, Attachment D	AMA
Quality Assessment and Performance Improvement, Attachment E	AMA
Price Schedule, Attachment F	AMA
*Good Faith Effort Plan, Attachment G	AMA
Brochures, Attachment H	AMA
*City of San Antonio Discretionary Contracts Disclosure, Attachment I	AMA
*Litigation Disclosure Form, Attachment J	AMA

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

ATTACHMENT B
EXECUTIVE SUMMARY

1. This summary shall include a statement of work to be accomplished, how bidder proposes to accomplish and perform each specific service and unique problems perceived by bidder and their solutions. Also to be included with bid submittal, an overview of bidder's organization, discussing location(s), screening of qualified employees, recruitment of current temporary employees assigned to project, supervisory personnel the department will work with.

__X___Please check if response is included as a separate document.

ATTACHMENT B
EXECUTIVE SUMMARY

Statement of Work

Kennmark Bullock Personnel LLC, formerly under Kennmark Group Ltd., has been a successful San Antonio based staffing company since October of 1997 and has demonstrated tremendous success with a stable operation that has earned the valuable trust of clients including the City of San Antonio. As an incumbent contractor for the San Antonio Police Department (SAPD) previously performing successful data entry services for this requirement, we plan on using our experience, skills and commitment to quality outcomes to exceed the requirements of this contract. We will prevent disruption in services by having the current City Temporary Personnel currently performing data entry services at the SAPD transferred immediately to our payroll to prevent report backlog and ensure Texas Public Information Act compliance. Furthermore, we have implemented an ongoing recruiting campaign for the rapid replacement and/or addition of supplemental, pre-qualified personnel that we will maintain for the duration of this contract.

Risk Mitigation Plan

Kennmark Bullock Personnel takes a proactive approach in the identification of unique problems and our proposed solutions to alleviate them. We are committed to investing our time and resources to support the City's need for data entry personnel to assist the SAPD in preventing report backlog and complying with the Texas Public Information Act. The security and reliability of our employees, company management and direct communication with our clients are vital to ensuring a high level of service to for the SAPD. Interruption to continuous operation of quality services may occur and we find it necessary to outline potential risks that could hinder performance. The purpose of our Risk Mitigation Plan (RMP) is to identify potential threats to our data entry services and propose strategic solutions to mitigate them. The following chart outlines specific threats and proposed solutions so that we may minimize the impact they will have on our performance.

Potential Risk	Mitigation Strategies
Turnover	Continual Recruiting – Due to our continual recruitment efforts, we are able to constantly maintain a database of pre-qualified candidates ready to work.
Not Meeting Performance Standards	Pre-Screening Candidates - We use a trusted skills testing website, Prove It.com, to measure all candidates' data entry skills with certainty.

Report Backlog	Standby Personnel – We maintain a living network of pre-qualified candidates for report backlog due to increased workloads.
Diminished Quality	Constant Communication – We will prevent diminished quality by implementing a quality assurance plan built upon constant, direct communication with Derek Thomas (SAPD Records Management), and other supervisory personnel as well as current employees.

Overview of Kennmark Bullock Personnel's Organization

Central Office Location

San Antonio, TX

Screening of Qualified Employees

Telephone pre-screening allows us to identify qualified applicants and collect additional background information while gauging their interest level and eligibility.

The Structured Interview Process

Our structured interview process is a reliable evaluation of an applicant's skills' and background and how they can directly relate to the data entry positions needed for satisfying SAPD's requirements in the most beneficial and time sensitive manner.

Job Specific Hiring Criteria
Our interview process consists of our potential candidate meeting defined criteria that falls into six categories including, but not limited to:

- Career Goals/Occupational Objectives
- Education/Personal Development
- Work Experience Verification
- Behavioral/Situational Interviewing
- Specific Skills and Aptitude Assessment Exams
    - Data Entry
    - Paraprofessional/Administrative
- Attitude and Personality Observance

Background Investigation

Each candidate will undergo a comprehensive background investigation in addition to the SAPD's criminal background check including:

- Criminal Background Check
- Sex Offender Check
- Drug Screening Evaluation

Recruitment of Current Temporary Employees Assigned to Project

Upon contract award, Kennmark Bullock Personnel will transfer all employees from the City's Temporary Pool who are currently performing data entry services for the SAPD. All data entry personnel will have first right of refusal on our newly awarded contract in order to minimize any disruption in quality for a continuation of services to accomplish the city's goal and prevent report backlog. The transition of current temporary employees into our payroll system will take place within one working day provided they pass all internal hiring processes and are in good standing with the SAPD.

Supervisory Personnel SAPD Will Work With

- Anita Asher, President/CEO
- Pam Vaught, Vice President/COO
- Gail Pavlovsky, Vice President/CFO
- Shannon Grenet, Client Service Specialist

ATTACHMENT C
HISTORY, EXPERIENCE, FINANCIAL STABILITY AND PAST PERFORMANCE

1. Number of years engaged in the type of business, which involved data entry services.

_____ Years _____ Months

2. Fully describe your company and experience as it relates to the following:

   a) Is bidder authorized and/or licensed to do business in Texas? If "Yes", list authorizations/licenses.
   b) Where is the bidder's corporate headquarters located? _____
   c) **Local Operation**: Does the bidder have an office located in San Antonio, Texas? If "Yes", respond to 1 and 2 below:
      1. How long has the bidder conducted business from its San Antonio office? ____Years _____Months
      2. State the number of full-time employees at the San Antonio office. _____
   d) **County Operation**: If the bidder does not have a San Antonio office, does the bidder have an office located in Bexar County, Texas? If "Yes", respond to 1 and 2 below:
      1. How long has the bidder conducted business from its Bexar County office? _____Years ___Months
      2. State the number of full-time employees at the Bexar County office.
   e) Has the bidder ever had a bond or surety canceled or forfeited? If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.
   f) Has the bidder ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.
   g) Provide any other names under which bidder has operated within the last 10 years.
   h) Provide three (3) references, one of which must be from a financial institution that has provided bidder with banking services during the past three years.

3. Fully describe your company's past performance performing services similar to those requested in this bid as it relates to the following:

   a) History of successful and stable company operation for a period of at least the last three (3) years;

   b) History of data entry service contracts with governmental entities located in Texas or other large organizations for a period of at least three (3) years;

   c) History of past relationships with the City of San Antonio, if applicable.

   d) Provide a history of experience that involved successful management of off-site employees working in a large municipal governmental entity, if applicable.

   e) Provide a list of references for the last three (3) data entry service contracts performed for a large business corporation, government and/or healthcare entity. Include company name, contact person, phone number, date services were performed and description of services performed;

   f) Provide a list of key personnel that will manage and provide services under this contract. Include contact information, number of years employed, level of experience for providing like services and certification and/or training.

X Please check if response is included as a separate document.

ATTACHMENT C
HISTORY, EXPERIENCE, FINANCIAL STABILITY AND PAST PERFORMANCE

1. **Number of years engaged in the type of business, which involved data entry services.**
   12 Years 7 Months

2. **Fully describe your company and experience as it relates to the following:**

   a) Is bidder authorized and/or licensed to do business in Texas? If "Yes", list authorizations/licenses.
      LBE, WBE and SBE

   b) Where is the bidder's corporate headquarters located?
      San Antonio, TX

   c) **Local Operation**: Does the bidder have an office located in San Antonio, Texas? If "Yes", respond to 1 and 2 below:

      1. How long has the bidder conducted business from its San Antonio office?
         12 Years 7 Months

      2. State the number of full-time employees at the San Antonio office.
         10

   d) **County Operation**: If the bidder does not have a San Antonio office, does the bidder have an office located in Bexar County, Texas? If "Yes", respond to 1 and 2 below:

   1. How long has the bidder conducted business from its Bexar County office?
      12 Years 7 Months

   2. State the number of full-time employees at the Bexar County office.
      10

   e) Has the bidder ever had a bond or surety canceled or forfeited? If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.
      No

   f) Has the bidder ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.
      No

   g) Provide any other names under which bidder has operated within the last 10 years.
      Kennmark Group, Ltd.

h) Provide three (3) references, one of which must be from a financial institution that has provided bidder with banking services during the past three years.

1. **Name:** Maggie Ortiz, Account Officer
   Company: IBC: 130 East Travis, San Antonio, TX 78205
   Phone: 210-518-2509
   Fax: 210-518-2543

2. **Name:** David Garza, Owner
   Company: Trinity Millennium Group: 2424 Babcock Rd San Antonio, TX 78229
   Phone: 210-615-1606
   Fax: 210-615-7719

3. **Name:** Chuck Campbell, President
   Company: Munters Corporation: 16900 Jordan, Selma, TX
   Phone: 210-651-5018
   Fax: 210-651-9085

3. Fully describe your company's past performance performing services similar to those requested in this bid as it relates to the following:

a) History of successful and stable company operation for a period of at least the last three (3) years.

Kennmark Bullock Personnel LLC, formerly under Kennmark Group Ltd., has been a successful San Antonio based staffing company since October of 1997 and has demonstrated tremendous success with a stable operation that has earned the valuable trust of clients including the City of San Antonio.

b) History of data entry service contracts with governmental entities located in Texas or other large organizations for a period of at least three (3) years;

- KCI, Inc., since June 2001.
- Southwest Research Institute, since January 2000.
- Munters Corporation, since February, 2004.
- USAA Real Estate, since January 2000.

c) History of past relationships with the City of San Antonio, if applicable.

A representative of Kennmark/Bullock, LLC has made an on-site visit to the City of San Antonio/SAP once a week since the commencement of our contract to deliver paychecks to our temporary associates and to check in with Derek Thomas (SAPD Records Management), Assistant Chief Geraldine Garcia (SAPD), Captain Tony Muro (SAPD) and Brian Yeich (Human Resource Manager, City of San Antonio) in an ongoing attempt to provide the highest level of service possible to the City of San Antonio/SAPD. Our intensive quality assurance

program enables us to stay abreast of any performance issues of our temporary associates, as well as, any service issues that might exist with our internal client services team, and allows us to take correction action immediately. Positive Feedback has been consistently received on the level of service provided by Kennmark/Bullock from all end-users of our temporary associates. When employee issues have been brought to our attention, immediate corrective action has taken place and the issue has been resolved satisfactorily from the direct feedback of the end-user.

Note: Kennmark/Bullock, LLC also placed (in March 2009) the Executive Assistant (Oralia Silva) working directly for our City Manager, Mrs. Sheryl Sculley. Prior to Kennmark/Bullock's successful placement for this key position, it was sourced out to numerous staffing firms in San Antonio.

d) Provide a history of experience that involved successful management of off-site employees working in a large municipal governmental entity, if applicable.

NA

e) Provide a list of references for the last three (3) data entry service contracts performed for a large business corporation, government and/or healthcare entity. Include company name, contact person, phone number, date services were performed and description of services performed;

1. **Company Name:** KCI, Inc.

   - **Point of Contact:** Lettie Longoria, Sr. Human Resources
   - **Phone Number:** (210)406-5125
   - **Description of Services Performed:** Ongoing staffing services (data entry, billers/collectors, customer service, administrative)
   - **Dates of Services:** June 2001 - Present

2. **Company Name:** Southwest Research Institute
   - **Point of Contact:** Viviana Rosales, Human Resources
   - **Phone Number:** (210)522-5570
   - **Description of Services:** Ongoing staffing services (data entry, administrative, lab techs, grounds maintenance, drivers, etc)
   - **Dates of Services:** January 2000 to Present.

3. **Company Name:** Munters Corporation
   - **Point of Contact:** Judy Castano, Human Resources Manager
   - **Phone Number:** (210)249-3817

- **Description of Services:** Ongoing staffing services (data entry, purchasing, administrative, production & assembly) performed
- **Dates of Services:** February 2004 - Present

f) Provide a list of key personnel that will manage and provide services under this contract. Include contact information, number of years employed, level of experience for providing like services and certification and/or training.

- **Point of Contact:** Ivy Villagran
  - **Phone:** (210)308-9911 x2619
  - **Number of Years Employed:** 10 years with Kennmark Group, Ltd.
  - **Level of Experience:** 19 years experience in providing staffing services

- **Point of Contact:** Shannon Grenet
  - **Phone:** (210)308-9911 x2605
  - **Number of Years Employed:** Team member since December 2007 with Kennmark Group, Ltd.
  - **Level of Experience:** 9 years experience in Human Resources, Management and Staffing
  - **Education:** Graduated from University of Texas at San Antonio, Bachelor's Degree in Business Management

- **Point of Contact:** Jolene Concepcion
  - **Phone:** (210)308-9911 x2637
  - **Number of Years Employed:** Team member since January 2008 with Kennmark Group, Ltd.
  - **Level of Experience:** 5 years experience in providing staffing services
  - **Education:** Graduated from Louisiana State University, CumLaude with a Bachelor's of Science in Psychology

ATTACHMENT D
SERVICE DELIVERY PLAN

1. Describe your agency's proposed service delivery plan to provide required services. Agency's staffing plans, organizational charts, job descriptions, hiring timelines, charts, diagrams and other pertinent descriptive materials should be used to expand or clarify.

_X_Please check if response is included as a separate document.

ATTACHMENT D
SERVICE DELIVERY PLAN

1. Describe your agency's proposed service delivery plan to provide required services.

Kennmark Bullock's Staffing Plan

Understanding Job Needs and Creating Valued Job Descriptions

Kennmark Bullock Personnel has an intimate knowledge of all job requirements and performance standards as we are the incumbent company, under Kennmark Group Ltd., who previously performed data entry services and provided the majority of personnel currently working at the SAPD. If awarded to our company, we will be able to satisfy all performance standards immediately upon contract award.

Retaining Current City Temp Pool Employees

Upon contract award, Kennmark Bullock Personnel will transfer all employees from the City's Temporary Pool who are currently performing data entry services for the SAPD. All data entry personnel will have first right of refusal on newly awarded contract in order to minimize any disruption in quality for a continuation of services to accomplish the city's goal and prevent report backlog. The transition of current temporary employees into our payroll system will take place within one working day provided they pass all internal hiring processes and are in good standing with the SAPD.

Back-up Staffing Plan for a Continuation of Services

Our recruiting department will facilitate ongoing recruitment operations throughout the life of this contract. We will maintain a living list of qualified candidates for sufficient replacement coverage for employee replacement and unscheduled absences as well as standby personnel for increased workloads. Our ongoing recruitment operations will benefit the city of San Antonio by providing a sufficient amount of back-up personnel so that all shifts will remain successfully staffed and full coverage will be maintained. The purpose of our candidate database is to have a fully-qualified replacement candidate within one working day in the event that an employee needs to be replaced.

Proactive Recruiting Techniques

The goal of our proactive recruiting is to maintain a living list of qualified candidates for successful contract start-up and adequate coverage for a continuation of quality services. Our recruiting campaign does not end upon initial personnel placement but only strengthens into a series of networking events and effective advertising. Our goal is to exceed this contract's requirements and to provide the additional support which will guarantee quality and commitment throughout all contracting efforts for the City of San Antonio.

Continuous Recruiting Campaign for an Extensive Network of Candidates

Bi-Monthly In-House Job Fairs

Our recruiting and marketing teams have extensive experience in participating and conducting local, in-hose job fairs and have shown success in acquiring quality candidates. These job fairs allow for us to meet potential candidates who are seeking a new job as well as prospects for temporary pool employees. Our Client Service Specialists (CSS) will be responsible for coordinating bi-monthly job fairs exclusively for this requirement in order to maintain an active pool of candidates in the event of vacancies, termination or increased workloads.

Online Job Sites and Search Engines

We have continuous company memberships on the most popular Internet job sites including, but not limited to: CareerBuilder, Monster, Yahoo! Hot Jobs and numerous, industry-specific employee portals. Additionally, we are able to proactively search for data entry personnel on a daily basis. Through this media, we are able to identify numerous qualified candidates and will attract a constant flow of back-up personnel to our website where they can apply online or contact us via toll-free phone, e-mail or fax. Internet job sites are a popular recruitment media that are more favorable to potential employees because their ease of navigation is ideal for browsing local, statewide and nationwide job openings from the comfort of their own homes, 24 hours a day, seven days a week.

Local Newspaper Advertising

From past experience attracting and recruiting data entry candidates, we find that newspaper advertisements remain successful for general recruitment efforts. For this contract, we may use classified advertisements in local newspapers such as *San Antonio Express News* and *SA Current*. Implementing a broad newspaper advertising campaign casts a wide net on qualified candidates.

Sourcing and Prescreening Candidates

Telephone pre-screening allows us to identify qualified applicants and collect additional background information while gauging their interest level and eligibility. There value of telephone prescreening is that it gives us the opportunity to evaluate:

- The potential applicant's background, skills and experience
- Their communication skills
- Level of confidence and enthusiasm
- Their overall marketability

Prescreening potential candidates by telephone allows us to identify a list of qualified applicants and dramatically expedites our recruiting efforts for reliable temporary staffing services for the City of San Antonio. Prescreening allows us to move forward with face-to-face interviews and grow our pool of qualified candidates while increasing our opportunity to hire the most qualified applicants to perform services under this contract.

The Structured Interview Process

Once a candidate has successfully passed our prescreening, telephonic evaluation, they are invited to our office for a face-to-face, structured interview. The structured interview is a vital part of our staffing plan as it allows us to address job-specific criteria for the hiring of successful applicants. Our structured interview process is a reliable evaluation of an applicant's skills' and background and how they can directly relate to the data entry positions needed for satisfying SAPD's requirements in the most beneficial and time sensitive manner.

Job Specific Hiring Criteria

Our interview process consists of our potential candidate meeting defined criteria that falls into six categories including, but not limited to:

- ***Career Goals/Occupational Objectives***
    - We will determine what the candidate is looking for in compensation needs, industry focus, environment and level of ambition. We strive to seek out candidates that are talented and demonstrate a commitment to quality work.
- ***Education/Personal Development***
    - All applicants are screened for employability through employment eligibility verification Form I-9 must be at least 18 years of age. Any applicant employed under this contract must have a high school diploma/GED that is prime source verified through its issuing authority.
- ***Work Experience Verification***
    - The majority of questions will center on the applicant's previous employment experience. Past behavior is the best predictor of future behavior. We will contact past employers for verification of previous employment and any feedback offered regarding work ethic.
- ***Behavioral/Situational Interviewing***
    - The best predictor of how an employee will perform for our client is their past behavior. We have developed a series of questions that ask for specific examples of how they previously:
        - *Performed their tasks*

        - *How they behaved on the job*
        - *Were appraised for their performance*

- ***Specific Skills and Aptitude Assessment Exams***

    - A number of skill and aptitude assessments are conducted on each potential applicant in order to determine if they can truly satisfy the goals of SAPD. Through skills assessments, we will determine:

        - What hard and soft skills the applicant has.
        - What they will contribute to the SAPD.
        - The percentage of the time was the applicant required to use their hard skills.
        - How well they demonstrate their proficiency.

    - Skills Assessment Exams

        - We use a trusted skills testing website, Prove It.com, to measure all candidates' skills with certainty. Prove It.com is validation website that adheres to EEOC guidelines and will allow us to identify quality candidates by administering timed, detailed, service-driven exams in the fields of:

            - Data Entry
            - Paraprofessional/Administrative

- ***Attitude and Personality Observance***

    - The attitude and personality traits we observe during the interview process can be an indicator of how our applicant will behave on the job. Through a series of analytical questions we will be able to gain an insight on a candidate's character to identify their personality traits and characteristics and ensure that they will make a positive impact in the daily operations at the SAPD.

Background Investigation

Each candidate will undergo a comprehensive in-house background investigation in addition to the SAPD's criminal background check.

Criminal Background Check:

We have a membership with a large public data gathering company that provides us with comprehensive criminal background checks. Through this agency we are able to check all 50

states for any criminal indictments against the candidate. It is our policy to not hire anyone against whom a criminal indictment has been rendered.

Sex Offender Check:

We have access to several national sex offender databases. The candidate will be cross-referenced against these databases to ensure that they are not registered sex offenders. It is our policy to not hire anyone who is a convicted sex offender.

Drug Screening

All candidates must complete a successful drug test prior to the commencement of services at the SAPD.

Developing Profiles of Qualified Candidates

Kennmark Bullock Personnel uses a comprehensive, online applicant tracking system called Bullhorn. Though this online system, we are able to create profiles of qualified candidates in a fully integrated network that allows us to source and place candidates quickly and effectively. Bullhorn provides easy access to an unlimited number of pre-qualified candidates that will serve as back up and replacement personnel for adequate and immediate coverage for an undisrupted continuation of quality services.

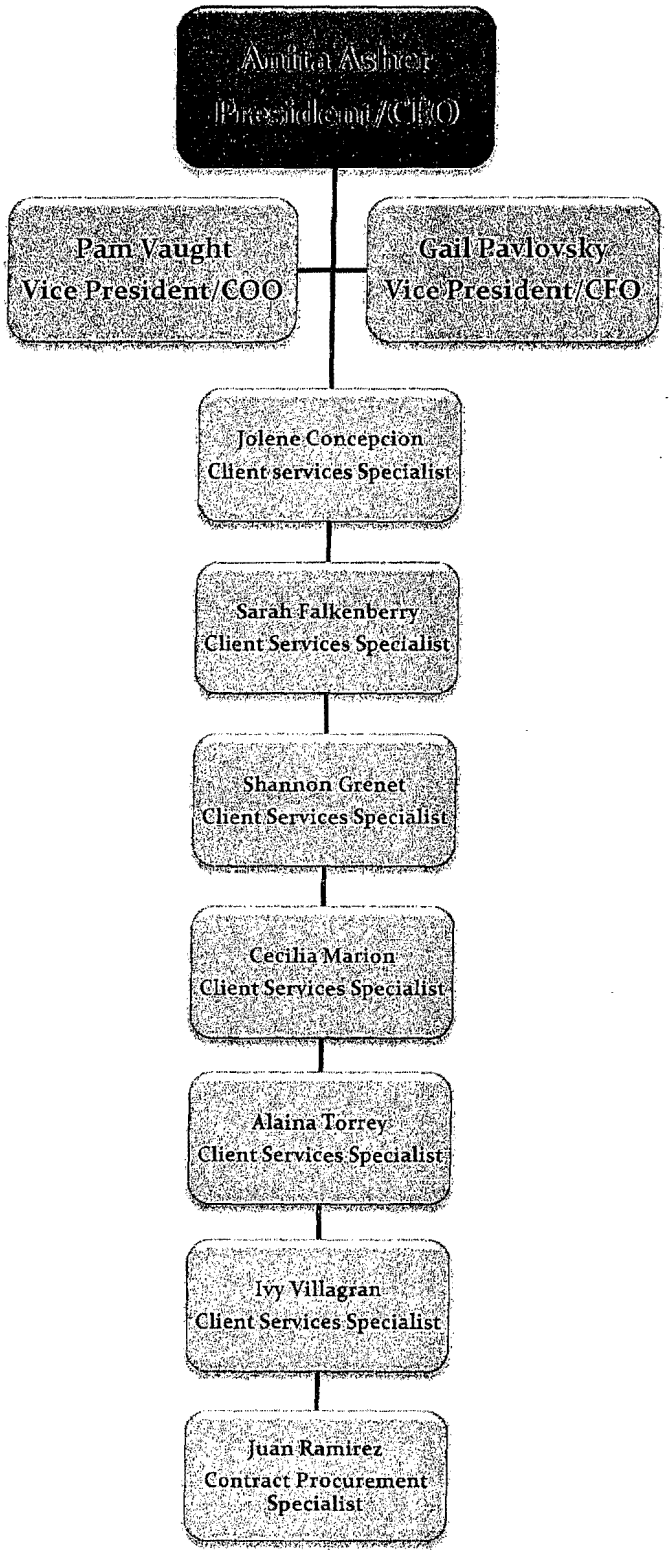
Organizational Chart

Our organizational chart is attached to this proposal.

Hiring Timelines

Upon contract award, Kennmark Bullock Personnel will hire all employees from the City's Temporary Pool who are currently performing data entry services for the SAPD. All data entry personnel will have first right of refusal on newly awarded contract in order to minimize any disruption in quality for a continuation of services to accomplish the city's goal and prevent report backlog. The transition of current temporary employees into our payroll system will take place within one working day provided they pass all internal hiring processes and are in good standing with the SAPD. Additionally, we will implement a continuous recruiting campaign to constantly build a network of pre-qualified replacement and back-up candidates in order to prevent any disruption in services.

Kennmark Bullock Personnel - Organizational Chart



ATTACHMENT E
QUALITY ASSESSMENT AND PERFORMANCE IMPROVEMENT

1. Provide a clear, detailed description of the quality assessment and performance improvement program (QAPI) related to this project, to include, but not limited to: internal and external review of outcomes, peer review processes, verification of employability, client complaint analysis, and annual evaluation of program operations.

2. Describe the management information system that allows the organization to track and verify achievement of performance measures.

X Please check if response is included as a separate document.

ATTACHMENT E
QUALITY ASSESSMENT AND PERFORMANCE IMPROVEMENT

1. **Provide a clear, detailed description of the quality assessment and performance improvement program (QAPI) related to this project,**

Definition

The core value behind our quality assessment and performance improvement program (QAPI) is to be a dependable source for proactive customer service. Our Client Service Specialists (CSS) are responsible for ensuring that all procedures and practices we use to monitor quality performance are met and documented for continual improvement.

Goals

Our goal is to monitor the quality and performance of our employees while finding opportunities for improvement. The focus of our QAPI will be to exceed the performance standards of this contract and provide adequate coverage for SAPD to accomplish all tasks and prevent report backlog. We will implement and maintain an effective, ongoing QAPI program that reflects specifically on the data entry services required for positive, goal-oriented outcomes.

Procedures for Monitoring Performance

Monitoring Tools and Procedures	Benefits	Description
Direct Communication	Builds trust with SAPD and employees and allows us to spot potential problems before services are disrupted.	Our CSS ensures weekly phone contact with SAPD Records Manager Derek Thomas to evaluate performance and concerns.
Customer Satisfaction Surveys	Allows customers to voice opinions and/or concerns to ensure that our services are satisfactory and to address recommendations for improvement for complete client compliant analysis.	A one-page, convenient electronic questionnaire with performance topics on a scalable rating system with simple check-off boxes and space for additional comments/recommendations.
Site Visits	Provide one-on-one, personal contact and will allow SAPD to meet with our CSS and management team to address concerns face to face.	A member of our management team will make periodic site visits for ongoing quality assurance and to address performance issues personally and immediately.

Weekly, Monthly and Yearly Reporting	Allows us to keep track of each employee's individual and team's overall job performance for an internal and external review of outcomes based on SAPD data entry goals for an annual evaluation of program operations.	Weekly, monthly and yearly reports will be conducted to evaluate and analyze quality, risks, issues and changes.
Employee Satisfaction Check	Satisfied employees tend to demonstrate quality job performance leading to an increase in SAPD satisfaction.	Weekly contact provides heightened morale for contracted employees and allows them to voice any concerns/issues they may have relating to their job.

2. **Describe the management information system that allows the organization to track and verify achievement of performance measures.**

Kennmark Bullock Personnel utilizes Bullhorn Integrated Front Office Solutions. Through this online system we are able to track all correspondence with clients, candidates and supervisory personnel to verify goal achievement and ensure that all quality control issues are addressed and alleviated. Bullhorn automatically reports correspondence by integrating email, calendaring, sourcing, applicant tracking, job management and customer relationship management under one, convenient operation. We are able to generate accurate, date/time stamped reports from the commencement to completion of any contract to track and verify achievement of performance measures.

ATTACHMENT F
PRICE SCHEDULE

ITEM 1 - DATA ENTRY:

PRICE PER HOUR FOR AN INDIVIDUAL: $ $13.58 *

No other additional charges will be allowed with the price submitted above.

* Price is based on a 32% mark up above the current, agreed upon employee pay rate of $10.29 an hour for any clerical or data entry employee.

ATTACHMENT G

GOOD FAITH EFFORT PLAN

(Page 1 of 4)

NAME OF PROJECT: Temporary Personnel, Data Entry Services - SAPD

BIDDER/PROPOSER INFORMATION:

Name of Bidder/Proposer: Kennmark Bullock Personnel LLC

Address: 121 Interpark Blvd. Suite 108

City: San Antonio State: TX Zip Code: 78216

Telephone: (210) 308-9911 E-mail Address: pamv@tri-starrpersonnel.com

Is your firm certified? X Yes _____ No (If yes, please submit Certification Certificate.)

1. List all subcontractors/suppliers that will be used for this contract. (Indicate all MBEs-WBEs-AABEs-SBEs. Use additional sheets as needed.)

NAME AND ADDRESS OF SUBCONTRACTOR'S/SUPPLIER'S COMPANY	CONTRACT AMOUNT	% LEVEL OF PARTICIPATION	MBE-WBE-AABE-SBE CERTIFICATION NUMBER
N/A	N/A	N/A	N/A

Only companies certified as an MBE, WBE, AABE or SBE by the City of San Antonio or its certifying organization can be applied toward the contracting goals. All MBE-WBE-AABE-SBE subcontractors or suppliers must submit a copy of their certification certificate through the Prime Contractor. Proof of certification must be attached to this form. If a business is not certified, please call the Small Business Program Office at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.

GOOD FAITH EFFORT PLAN

(Page 2 of 4)

It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of Economic Development and Director of the appropriate contracting department (through the submittal of the Request for Approval of Change to Original Affirmed Good Faith Effort Plan).

NOTE: If MBE-WBE-AABE-SBE contracting goals were met, skip to #9.

2. If MBE-WBE-AABE-SBE contracting goals were not achieved in a percentage that equals or exceeds the City's goals, please give explanation.

   N/A

3. List all MBE-WBE-AABE-SBE Listings or Directories utilized to solicit participation.

   N/A

4. List all contractor associations and other associations solicited for MBE-WBE-AABE-SBE referrals.

   N/A

5. Discuss all efforts aimed at utilizing MBE-WBE-AABE-SBE's.

   N/A

6. Indicate advertisement mediums used for soliciting bids from MBE-WBE-AABE-SBE's.

   N/A

GOOD FAITH EFFORT PLAN

(Page 3 of 4)

7. List all MBE-WBE-AABE-SBE bids received but rejected. (Use additional sheets as needed.)

COMPANY NAME	MBE-WBE-AABE-SBE CERTIFICATION NUMBER	REASON FOR REJECTION
N/A	N/A	N/A

8. Please attach a copy of your company's MBE-WBE-AABE-SBE policy.

   Copy of Kennmark Bullock Personnel's MBE-WBE-AABE-SBE policy is attached.

9. Name and phone number of person appointed to coordinate and administer the Good Faith Efforts of your company on this project.

   Juan C. Ramirez, (210) 308-9911

10. This Good Faith Effort Plan is subject to the Economic Development Department's approval.

GOOD FAITH EFFORT PLAN

(Page 4 of 4)

GOOD FAITH EFFORT PLAN AFFIRMATION

I HEREBY AFFIRM THAT THE INFORMATION PROVIDED IN THIS GOOD FAITH EFFORT PLAN IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

Anita M. Asher
SIGNATURE OF AUTHORIZED OFFICIAL

Anita M. Asher, President

TITLE OF OFFICIAL

June 1, 2009 (210) 308-9911
DATE PHONE

****

FOR CITY USE

Plan Reviewed By:_____

Recommendation: Approval_____ Denial_____

Action Taken: Approved_____ Denied_____

DIRECTOR OF ECONOMIC DEVELOPMENT:_____

Kennmark Bullock Personnel LLC

MBE-WBE-AABE-SBE Policy

Kennmark Bullock Personnel LLC subscribes to the policy of the United States Government that small business concerns, including woman-owned small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individual, veteran-owned small business concerns, service-disabled veteran-owned small business concerns and HUBZone small business concerns, shall have the maximum practicable opportunity to participate as subcontractors, consistent with its efficient contract performance, in contract awarded by any federal, state and local government agency. Kennmark Bullock Personnel LLC will carry out this policy in awarding of subcontracts to the fullest extent possible, consistent with the performance of its government, state and local contracts and subcontracts.

SCTRCA

Small, Minority, Woman, African-American, Veteran,
Disabled Individual Business Enterprise
(S/M/W/AA/V/DIBE) Program

Kennmark Bullock Personnel LLC

has filed the appropriate affidavit with the South Central Texas Regional Certification Agency (SCTRCA) and is hereby certified, in accordance with SCTRCA Policies and Procedures, as a:

SBE WBE

This Certification Certificate must be updated by submission of a Compliance Affidavit. You are required to notify the SCTRCA within 30 days of any change in circumstances affecting your ability to meet size, disadvantage status, ownership, or control requirements and any material changes in the information provided in the submission of the business application for certification.

CERTIFICATE EXPIRES: **May 31, 2011** CERTIFICATE NO. **209056763**

Certified in the following work categories:
North American Industry Classification System (NAICS) codes(s):

NAICS-561110: ADMINISTRATIVE MANAGEMENT SERVICES
NAICS-561311: EMPLOYMENT PLACEMENT AGENCIES

NAICS-561320: TEMPORARY STAFFING SERVICES

Blaine R. Mitchell
Executive Director

ATTACHMENT H
BROCHURES

1. Include brochures and other relevant information about your organization you wish the City to consider in its selection process.

   Kennmark Bullock Personnel LLC Company overview Brochure is attached.

Kennmark Bullock
P E R S O N N E L

Company Overview

2009

121 Interpark Blvd., Suite 108
Phone: (210) 308-9911
Fax: (210) 308-1058

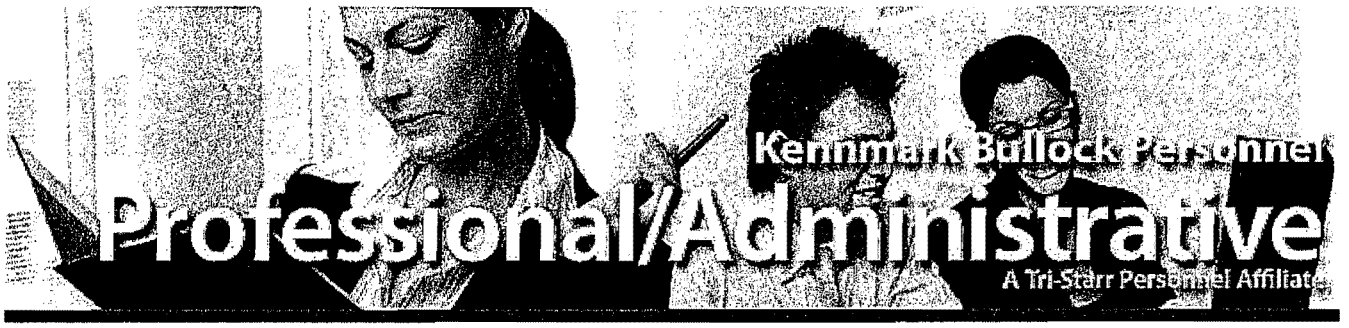
San Antonio, TX 78216
Toll Free: 800-608-4111
www.tri-starrpersonnel.com/KennmarkBullock/

Professional Staffing Services

Kennmark Bullock Personnel is a San Antonio based, women-owned staffing company specializing in professional/administrative recruitment and placement services. With over 12 years in the staffing industry, Kennmark Bullock Personnel has developed a trusted reputation for providing strategic staffing solutions by adopting timely and effective hiring practices based on our clients' specific criteria.

Why Kennmark Bullock Personnel?

Our commitment to customer service ensures that your facility is completely staffed with temporary and temp-to-hire professional/administrative personnel to maintain daily operations. We have an experienced consulting team that will work on your behalf to take care of the recruiting, screening and placement of your staff in order to let you focus on your core business. We will help identify your organization's vision and goals and find the most qualified personnel to achieve them.



Kennmark Bullock Benefits

- **Industry Knowledge** -Whether you need administrative support for a day or for a permanent placement in daily operations, our client service specialists have the industry knowledge and experience to ensure your organization is completely staffed for maximum profitability.
- **Rapid Delivery** - Our experienced recruiters maintain an ongoing recruiting campaign to maintain a living network of qualified administrative candidates to fulfill work orders effectively and efficiently.
- **Pre-Qualified Candidates** - Each candidate is carefully screened and goes thorough a thorough background investigation and a series of assessments examinations to ensure they have the skills, reliability and integrity you require.

Extensive Staffing Services

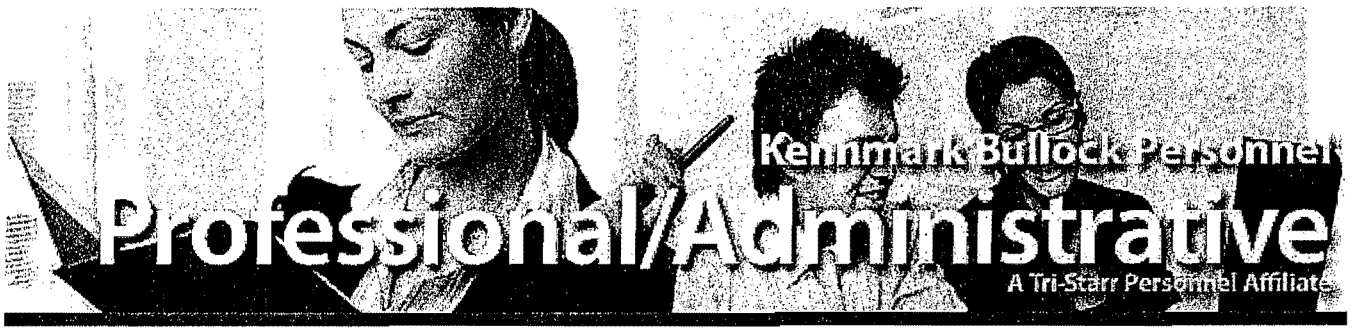
Kennmark Bullock Personnel provides an extensive range of administrative staffing services. Our recruiting professionals maintain a commitment to deliver the best-matched, most qualified candidates by working one-on-one with our clients to ensure your complete satisfaction in fulfilling your staffing needs including, but not limited to:

- Administrative Assistants
- Receptionists
- Customer Service Operators
- Bill Collectors
- Accounting Assistants
- Finance Assistants
- IT Help Desk Operators
- Office Managers
- HR Assistants
- General Office/Clerical Personnel

Commitment to Quality:

By establishing a commitment to quality and integrity, Kennmark Bullock Personnel remains focused on sourcing candidates who successfully demonstrate the skills and experience required for each work order. Our in-depth screening process is a service orientated approach for ensuring the complete compliance of our clients' specific staffing requirements and includes:

- **Phone Screen and Face-to-Face Screen Interviews**
  - Our interviewing process is designed to measure candidates' skills, character and integrity to ensure that they will make a seamless fit in your organization.
- **Criminal Background Investigations**
  - For the safety of your facility and staff, each proposed candidate undergoes a comprehensive background investigation.
- **Verification of Job History, Experience and Education**
  - All candidates' claims pertaining to job experience and education levels are verified to ensure reliability.
- **Professional Referral Checks**
  - We inquire upon a minimal of three professional references to gain insight on our candidates' work habits and dependability.
- **Skills Assessment Tests**
  - Provided by ProveIt.com, a leading provider of validated online assessment and proficiency testing for administrative personnel. Through this website we are able to ensure that all candidates are fully capable of performing all assigned tasks within their your designated requirements
- **Drug Screening**
  - Upon request, we will conduct a full drug test on any candidate prior to the commencement of services at your facility.



Kennmark Group Accepts Credit Cards

For the ease and convenience of our clients, Kennmark Bullock Personnel accepts Visa and MasterCard. Job order payments can be made simply and quickly by phone or fax. An email confirmation will be sent to you immediately upon payment containing your receipt. A small fee of 2% applies to all credit card transactions.

Contact Us for Complete Staffing Solutions

To find out more about our staffing services, or for any healthcare staffing question, please contact us at (210) 308-9911. Our friendly and knowledgeable service representatives are ready to work with you to provide supplemental staffing support for any facility. You may also submit a job order online at www.tri-starrpersonnel.com and a staffing specialist will contact you within one business day to begin customizing a staffing solution.

Our quality assurance team will continue to monitor and evaluate the performance of every administrative professional we place. We are dedicated to satisfying the needs of your facility, staff and daily organizational performance by exceeding your expectations through every staffing requirement.

Current Clients:

Int-rim HEALTHCARE INC.

BAPTIST HEALTH SYSTEM

CLEAR VISIONS, INC. CHANGING THE WAY

CHROMALLOY - SAN ANTONIO

KCI

METHODIST HEALTHCARE MINISTRIES OF SOUTH TEXAS, INC.

WE MAKE LIVES BETTER UT HEALTH SCIENCE CENTER™ SAN ANTONIO

American Funds®

sanantonio.gov

Austin Heart
Setting the Standard in Cardiac & Vascular Care

HEART HOSPITAL of AUSTIN®

Warm Springs

TEXAS HEART® INSTITUTE
at St. Luke's Episcopal Hospital

METHODIST HEALTHCARE
"Serving Humanity to Honor God"

CHRISTUS SANTA ROSA Health Care

Southwest Research INSTITUTE

TEXSAN HEART HOSPITAL

WESTON SOLUTIONS
an employee-owned company

ATTACHMENT I

City of San Antonio

Discretionary Contracts Disclosure

For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.

(1) Identify any individual or business entity that is a **party** to the discretionary contract: At a minimum, Vendor's name should be listed
Kennmark Bullock Personnel LLC
(2) Identify any individual or business entity which is a ***partner***, ***parent*** or ***subsidiary*** business entity, of any individual or business entity identified above in Box (1):
☐ **No partner, parent or subsidiary; *or***   **List partner, parent or subsidiary of each party to the contract and identify the corresponding party:**   Tri-Starr Personnel LLC. Identification document is attached.
(3) Identify any individual or business entity that would be a ***subcontractor*** on the discretionary contract:
☒ **No subcontractor(s); *or***   **List subcontractors:**

(4) Identify any ***lobbyist*** or ***public relations firm*** employed by any party to the discretionary contract for purposes related to seeking the discretionary contract:
☒ **No lobbyist or public relations firm employed; *or***   **List lobbyists or public relations firms:**

(5) Political Contributions
List all political contributions totaling one hundred dollars ($100) or more within the past twenty-four (24) months made to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3).

[X] No contributions made; If contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:

(6) Disclosures in Proposals
Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), ("conflicts of interest") by participating in official action relating to the discretionary contract.

[X] Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature:	Title:	Date:
Anita M. Asher	Anita M. Asher **Company or D/B/A:** Kennmark Bullock Personnel LLC	6/01/2009

ATTACHMENT I
City of San Antonio
Discretionary Contracts Disclosure
For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)

(2) Identify any individual or business entity which is a ***partner***, ***parent*** or ***subsidiary*** business entity, of any individual or business entity identified above in Box (1):

Kennmark Bullock intends to enter into agreements with its affiliate, Tri-Starr Personnel, LLC; however, such agreements have not yet been prepared. One will be a payroll service reimbursement agreement pursuant to which Tri-Starr will employ all employees of itself and its affiliates and Kennmark Bullock and its affiliates will reimburse Tri-Starr for that portion of Kennmark Bullock's personnel's time actually spent on Kennmark Bullock matters. The second agreement will be a facilities usage agreement pursuant to which Tri-Starr, which has the office lease, will allow Kennmark Bullock's personnel to use its office space, support personnel, phones, copy machines, fax machines etc. in exchange for a fee of approximately 2% of Kennmark Bullock's gross revenues.

ATTACHMENT J
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.

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 proposal.

Anita M. Asher