

CITY OF SAN ANTONIO

Aviation Department



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

**for**

**Stinson Municipal Airport Master Plan**  
RFQ-011-021-TC

**Release Date:** Wednesday, November 24, 2010

**Due Date:** Tuesday, December 28, 2010, 11:00 a.m.

**This solicitation has been identified as High-Profile.**

**Notice Regarding Prohibition on Campaign or Officeholder Contributions for Individuals and Entities Seeking High-Profile Contracts.** Under Section 2-309 of the Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10<sup>th</sup> business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded ("black out" period):

- 1 legal signatory of a high-profile contract;
- 2 any individual seeking a high-profile contract;
- 3 any owner or officer of an entity seeking a high-profile contract;
- 4 the spouse of any of these individuals;
- 5 any attorney, lobbyist or consultant retained to assist in seeking contract.

**A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the "black out" period.**

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## **I. BACKGROUND**

The City of San Antonio, Aviation Department (City) seeks proposals from qualified firms interested in preparing an Airport Master Plan (Plan) for Stinson Municipal Airport (Airport) in accordance with the Texas Department of Transportation (TxDOT), Aviation Division's "Policies and Standards" and the FAA Advisory Circular 150/5070-6B. The selected Respondent shall serve as the City's representative for all phases of the Plan which will include providing professional planning consultation, attending conferences and meetings with the City, and other interested parties as needed to review available data and to clarify and define the requirements of the Plan.

## **II. SCOPE OF SERVICES**

Respondents must provide a team which includes, at a minimum, a Land Use Planner, an Environmental Planner, and a Noise Consultant as well as demonstrate experience working with the U.S. National Park Service.

As part of the Master Plan, the selected Respondent shall be responsible for including the following:

1. Detailed evaluation of existing and future aviation demand for Stinson Airport.
2. Analysis of how the National Park Service Boundary Study can be incorporated into the Master Plan.
3. Analysis of the compatibility of National Parkway Corridor and the National Park Service with the Airport and their impact on existing facilities, landscape and right-of-way set backs.
4. Detailed analysis on a precision and/or non-precision approach for future aviation demand at the Airport.
5. Analysis of the Airport's existing rate and fee structures along with a comparison to similar airports.
6. Identification of future capital improvements based on the analysis of existing and future demand as well as a financial evaluation which will identify how those improvements will be funded.
7. Development strategy that is compatible with the financial structure of the Airport and that will support the attraction of new businesses plus foster the expansion of existing businesses.
8. Assessment of significant economic changes in the San Antonio region plus an analysis of how the Airport can support Southside industrial and educational expansion and growth.
9. Planning tools or information to provide support for Stinson Airport Administration business planning.
10. A vision for future airport development.

## **PHASE I**

### **A. ANALYSIS OF EXISTING CONDITIONS (INVENTORY)**

The selected Respondent shall:

1. Assist with the formation of a Planning Advisory Committee (PAC) which will serve as an advisory group. PAC will review study materials and be asked to provide feedback.
2. Plan and conduct a kickoff meeting with the City to present and discuss schedule, technical approach, and specific planning issues as it pertains to the Project.
3. Conduct interviews with Texas Department of Transportation (TXDOT), airport users and public officials responsible for policies relating to the Airport identifying issues which may influence the Master Plan's recommendations. Interview with TXDOT shall be held in Austin, Texas.
4. Collect and review previous reports on Stinson Airport including, but not limited to:
  - Previous planning documents,
  - State Historic Preservation Office (SHPO) Agreement,
  - Stinson Airport Vicinity Land Use Study, and
  - The City South Community Plan.

Review shall also include:

- Historical airport activity, based aircraft information
  - Description of how the airport evolved its aeronautical role regionally as well as in the Texas Airport System Plan (TASP),
  - Its place in the community's infrastructure, and
  - Its socioeconomic benefits and costs.
5. Develop an inventory of existing facilities and their current condition, including but not limited to:
    - a. Runways, taxiways, aprons, and related lighting, marking, signage, and Navigational Aid System (NAVAIDS).
    - b. General aviation and other terminal buildings and areas by function.
    - c. Aviation fuel and aircraft servicing systems.
    - d. Utilities, including water, gas, electric, telephone, drainage, and sewage (based on existing and available data as task will not include new survey information).
    - e. Automobile access to the Airport, auto circulation, and parking.
  6. Determine the existing and planned or proposed land uses both on and immediately adjacent to Airport property, including height hazard and compatible land use zoning.
  7. Compile information on the use of the airspace and how air traffic is managed.
  8. Determine historical meteorological data, including wind direction and velocity, annual ceiling and visibility conditions, temperature, and precipitation.
  9. Establish a SharePoint workspace with authorized access to designated stakeholders.

***Deliverables for Phase I-A:***

- a. Provide eight (8) working Project notebooks with color drafts of information generated in Phase I-A.
- b. Submit electronic draft and provide time for City review and/or comment.
- c. Create link to Stinson Municipal Airport website and post final draft document.

**B. AVIATION DEMAND FORECASTS**

The selected Respondent shall:

1. Delineate the service area and determine the appropriateness of the current functional role of Stinson Airport in the TASP in accordance with the TxDOT Aviation Division’s “Policies and Standards” as well as examine the role of the Airport within the San Antonio Airport System
2. Document historical aviation activity and relevant economic factors influencing said activity including, but not limited to:
  - a. Economic growth and changes in industrial activity
  - b. Historical trends in number of operations, number and type of based aircraft.
3. Conduct interviews with businesses, industrial firms, and other airport users. Also, conduct a survey of pilots, registered owners, plus business users in San Antonio and surrounding areas to determine the potential demand for improved airport facilities.
4. Plan and conduct a Business Development Workshop with Airport tenants to obtain input on future Airport development.
5. Forecast aviation demand over a twenty (20) year planning horizon (short-term period of five years, intermediate-term period of ten years, and long-term period of twenty years), utilizing data collected in Phase I-A and above Phase I-B tasks
6. Document the following forecasts of aviation demand, methodologies and assumptions used to generate them in a technical memorandum:
  - a. Based aircraft and fleet mix
  - b. General aviation activity including:
    - Itinerant and local activity,
    - Annual instrument approaches,
    - Transient versus based aircraft usage ratios, and
    - Runway end utilization patterns.
  - c. Military activity
  - d. Peak period activity
7. Compare the resulting forecasts to FAA Terminal Area Forecasts and previous planning forecasts and briefly analyze significant differences.

***Deliverables for Phase I-B:***

- a. Provide eight (8) color drafts of information generated in Phase I-B to be incorporated into the working Project notebook.
- b. Submit electronic draft and provide time for City review and/or comment.
- c. Post final draft to Airport website.

## C. FACILITY REQUIREMENTS

The selected Respondent shall:

1. Identify airport improvements that will be required over the twenty (20) year planning horizon based on the determination of the functional role of the Airport and the demand forecasts developed in Phase I-B. The analyses will consider:
  - a. Airside capacity, annual service volume, and peak period characteristics
  - b. Capacity of General Aviation (GA) facilities, fuel storage, and maintenance facilities
  - c. Landside capacity of terminal area, parking, and roadways
  - d. TxDOT, Aviation Division and FAA airport standards
2. Determine the airport facilities, including property and easement acquisition, that are required at logical points over the twenty (20) year planning horizon (short-term period of five years, intermediate-term period of ten years, and long-term period of twenty years) based on thresholds of activity.

### ***Deliverables for Phase I-C:***

- a. Provide eight (8) color drafts of information generated in Phase I-C to be incorporated into the working Project notebook.
- b. Submit electronic draft and provide time for City review and/or comment.
- c. Post final draft to Airport website.

***Phase I Deliverable:*** At the completion of Phase I, the selected Respondent shall plan and conduct a PAC meeting to discuss the Inventory, Forecasts, and Facility Requirements (Phase I).

## **PHASE II - DEVELOPMENT ALTERNATIVES**

Based on the forecast and facility requirements developed in the earlier tasks of Phase I, the selected Respondent shall:

1. Determine if the Airport, as it currently exists, can accommodate the proposed improvements and provide the needed aviation capacity.
2. Prepare a compatible land use evaluation, to include the National Parks Service Boundary Study, with an assessment of the potential effects on and recommendations for Airport development.
3. Propose airfield development alternatives that can accommodate the proposed improvements based on the forecast and facility requirements developed within Phase I.
4. Establish a set of criteria for which the alternatives will be evaluated and assigned relative importance to each criterion. Criteria will include but not be limited to:
  - a. Safety and efficiency of aviation operations.
  - b. Ability to accommodate expected general aviation demand.
  - c. Acceptability to users, TxDOT, and the community at large.
  - d. Land availability and ownership, including potential use of existing property.

- e. Environmental factors.
  - f. Airspace and obstruction requirements.
  - g. Consistency with areawide plans.
  - h. Political, jurisdictional, and implementation factors.
  - i. Economic feasibility.
  - j. Potential to attract new business and foster the expansion of existing businesses.
  - k. Accessibility.
5. Using the above criteria, present all feasible alternatives that meet the development goals of the Airport with realistic cost factors and minimal environmental impact.
  6. Identify preferred development alternatives to be considered in Phase III-A, Environmental Overview, and included in Phase III-B, Financial Program.

***Deliverables for Phase II:***

- a. Provide eight (8) color drafts of information generated in Phase II-D to be incorporated into the working Project notebook.
- b. Submit electronic draft and provide time for City review and/or comment.
- c. Post final draft to Airport website.

***Phase II Deliverable:*** At the conclusion of Phase II, plan and conduct a Public Information Workshop (PIW) to discuss and obtain input on development alternatives.

**PHASE III**

**A. ENVIRONMENTAL OVERVIEW**

The selected Respondent shall:

1. Review current conditions and previous reports to establish a baseline for any subsequent environmental and permitting requirements.
2. Investigate the following potential environmental concerns:
  - a. Noise sensitive receptors near the Airport.
  - b. Sensitive biota, including wildlife and endangered species
  - c. Section 4f lands, prime farmland, and protected habitat, such as wetlands
  - d. Historical and archeological impacts
  - e. Areas susceptible to air or water pollution by airport construction activities
  - f. Potential water resources impacts, including flood hazards
  - g. Possible displacement of residences, farms, or businesses
3. Identify development recommendations that may require further environmental study along with possible mitigation strategies.

***Deliverables for Phase III-A:***

- a. Provide eight (8) color drafts of information generated in Phase III-A to be incorporated into the working Project notebook.
- b. Submit electronic draft and provide time for City review and/or comment.

- c. Post final draft to Airport website.

## **B. FINANCIAL PROGRAM (Finance, Operational, and Implementation Plans)**

The selected Respondent shall:

1. Discuss the factors to be monitored and evaluated in order to determine the need for and timing of recommended Airport development.
2. Develop a schedule and costs (including funding sources) for executing each of the recommendations resulting from Phase II of the Airport Master Plan including design, construction, and land acquisition. Schedule will be developed according to the projected demand and the desired level of service.
3. Evaluate the economic feasibility of the proposed airport development (including industrial and commercial) and its potential costs compared to its projected revenues. Estimate the amount of annual operating expenses that will most closely match annual revenue. Evaluate the appropriateness of airport lease rates and other user charges; including comparison of rates and charges by surrounding airport facilities.
4. Prepare a realistic financial plan to recommend how capital and revenue can be made available to support airport development. Develop a preferred plan and alternative strategy, evaluating each for its requirements for investment, timing and overall costs and benefits.
5. Develop a strategy for the economic enhancement of the Airport.

### ***Deliverables for Phase III-B:***

- a. Provide eight (8) color drafts of information generated in Phase III-B to be incorporated into the working Project notebook.
- b. Submit electronic draft and provide time for City review and/or comment.
- c. Post final draft to Airport website.

***Phase III Deliverable:*** Upon completion of Phase III, plan and conduct a PAC meeting and a PIW with the City to discuss the Environmental Overview, Airport Plans, and Recommended Development Plan Execution. Meetings are to be held on the same evening but not concurrently.

## **PHASE IV - FINAL DELIVERABLES- MASTER PLAN DOCUMENTS**

The selected Respondent shall:

1. Revise Airport Layout Plan (ALP), as needed.
2. Produce angled aerial photographs in addition to high level photographs.
3. Prepare a draft final report encompassing Phases I - III for final review by City. Submit eight (8) copies.



4. Incorporate final comments and produce eight (8) bound color copies of the final report. One (1) compact disc (CD) copy of the report will be provided to the City in an Adobe Acrobat (PDF) format.
5. Upon completion, attend a City Council Meeting to present the results of the Airport Master Plan for approval.

### **III. 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.

Respondent 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 RFP, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, 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, Respondent, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

### **IV. INTELLECTUAL PROPERTY**

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

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

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

1. Either:
  - a) obtain, at Respondent 's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,
  - b) alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and
  - c) reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.
2. Respondent further agrees to:
  - a) assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement,
  - b) assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and
  - c) indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

1. Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,
2. the Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,
3. the liability claimed shall not have arisen out of the City's negligent act or omission, and the City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

## V. TERM OF CONTRACT

A contract, resulting from this RFQ, would be expected to commence on or about 10 days from the effective date of City Council approval and shall be completed no later than 1 year from that date. The target date for City Council consideration is February 17, 2011.

## VI. PRE-PROPOSAL CONFERENCE

A Pre-proposal Conference will be held at the **San Antonio International Airport, Terminal A, Mezzanine Conference Room**, 9800 Airport Boulevard, San Antonio, Texas 78216 at **2:00 p.m., Local Time, on Monday, December 6, 2010**. Attendance at the Pre-proposal Conference is optional, but highly recommended.

Respondents are encouraged to prepare and submit their questions in writing five (5) calendar days in advance of the Pre-proposal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-proposal Conference and posted on the City's website at <http://epay.sanantonio.gov/RFPListings/>.

This meeting place is accessible to disabled persons. The Terminal A Mezzanine Conference Room is wheelchair accessible. The accessible entrance is located at 9800 Airport Blvd, Terminal A. Accessible parking spaces are located within Airport Short Term Parking. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

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

## VII. SOQ REQUIREMENTS

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

### TABLE OF CONTENTS

TAB 1 – EXECUTIVE SUMMARY: The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.

TAB 2 – GENERAL INFORMATION & REFERENCES FORM: Use the Form found in this RFQ as Attachment A, Part One.

TAB 3 – EXPERIENCE, BACKGROUND, QUALIFICATIONS: Use the Form found in this RFQ as Attachment A, Part Two.

TAB 4 – PROPOSED PLAN: Use the Form found in this RFQ as Attachment A, Part Three.

**NOTE:** The remaining document requirements listed for TABs 5 – 10 are to be placed within Respondent's ORIGINAL SOQ only. Additional copies are not required, unless otherwise instructed.

TAB 5 – DISCRETIONARY CONTRACTS DISCLOSURE FORM: Use the Form posted separately as RFQ Attachment B or Respondent may download a copy at: <https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.

Instructions for completing the Discretionary Contracts Disclosure form:

1. Download form and complete all fields. All fields must be completed prior to submitting the form.
2. Click on the “Print” button and place the copy in your SOQ as indicated in the SOQ Checklist.

TAB 6 – LITIGATION DISCLOSURE FORM: Complete and submit the Litigation Disclosure Form, found in this RFQ as Attachment C. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

TAB 7 – SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM: Complete, sign and submit the SBEDA form, found in this RFQ as Attachment D.

Place **original and one (1) copy** as Tab 7 within Respondent’s ORIGINAL SOQ. Additional copies are not required.

TAB 8 – PROOF OF INSURABILITY: Submit a letter from insurance provider stating provider’s commitment to insure the Respondent for the types of coverages and at the levels specified in this RFQ if awarded a contract in response to this RFQ. Respondent shall also submit a copy of their current insurance certificate.

TAB 9 – SIGNATURE PAGE: Respondent must complete, sign and submit the Signature Page found in this RFQ as Attachment E. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the SOQ. SOQs signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

TAB 10 – SOQ CHECKLIST: Complete and submit the SOQ Checklist found in this RFQ as Attachment F.

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

### VIII. AMENDMENTS TO RFQ

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

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

## IX. SUBMISSION OF SOQs

- A. Respondent shall submit: One (1) original, signed in ink, ten (10) copies of the SOQ, and one (1) compact disk (CD) containing an Adobe PDF version of the entire SOQ. Respondent shall submit these items in a sealed package, clearly marked on the front of the package: “**Stinson Airport Master Plan**”.

All SOQs must be received in the City Clerk's Office no later than **11:00 a.m., Local Time, on Tuesday, December 28, 2010** at the address below. SOQs submitted prior to the above time and date may be modified provided such modifications are sealed and received by the City Clerk’s Office prior to the time and date set for submission of SOQs. Any SOQ or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the City Clerk's Office by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

City Clerk’s Office  
Attn: Aviation Department  
P.O. Box 839966  
San Antonio, Texas 78283-3966

Physical Address:

City Clerk’s Office  
Attn: Aviation Department  
100 Military Plaza  
2<sup>nd</sup> Floor, City Hall  
San Antonio, Texas 78205

SOQs sent by facsimile or email will not be accepted.

- B. SOQ Format: Each SOQ shall be typewritten, single spaced and submitted on 8 ½” x 11” white paper inside a three ring binder and each copy to be securely bound in a more economical fashion (i.e. – heat bond, spiral bond, etc.). The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed two-sided. Margins shall be no less than 1” around the perimeter of each page. An SOQ response to RFQ Attachment A – Respondent Questionnaire may not exceed fifty (50) pages in length. Electronic files, websites, or URLs shall not be submitted in lieu of the printed SOQ. Each SOQ must include the sections and attachments in the sequence listed in the RFQ Section VII, SOQ Requirements, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the SOQ or may negatively affect scoring.

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

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

- D. All provisions in Respondent's SOQ, including any estimated or projected costs, shall remain valid for ninety (90) days following the deadline date for submissions or, if a SOQ is accepted, throughout the entire term of the contract.
- E. All SOQs become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.
- F. Any cost or expense incurred by the Respondent that is associated with the preparation of the SOQ, the Pre-submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

## X. RESTRICTIONS ON COMMUNICATION

- A. Respondents are prohibited from communicating with: 1) Elected City officials and their staff regarding the RFQ or SOQs from the time the RFQ has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFQ 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 RFQ and/or SOQ submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's SOQ from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Respondents may ask verbal questions concerning this RFQ at the Pre-Submittal Conference.
2. Respondents may submit written questions concerning this RFQ to the Staff Contact Person listed below until **11:00 a.m., Local Time, on Friday, December 10, 2010**. Questions received after the stated deadline will not be answered. Submit questions by email to:

Terri Canal, CTPM, Contract Coordinator  
City of San Antonio, Purchasing and General Services Department  
[Terri.Canal@sanantonio.gov](mailto:Terri.Canal@sanantonio.gov)

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

3. Respondent and/or their agents may contact the Aviation Department's Small Business Office for assistance or clarification with issues specifically related to the SBEDA policy and/or completion of the required SBEDA form. Point of contact is Ms. Lisa Brice, who may be reached via telephone at **(210) 207-3505** or through e-mail at [lisa.brice@sanantonio.gov](mailto:lisa.brice@sanantonio.gov). Respondents and/or their agents may contact Ms. Brice at any time prior to the due date for submission of SOQs. Contacting her or her offices regarding this RFQ after the SOQ due date is not permitted.
  4. Respondents may provide responses to questions asked of them by the Staff Contact Person after SOQs are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.
  5. Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than seven (7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.
- B. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations, initiated by City staff persons, shall not be considered a violation by Respondent of this section.

## **XI. EVALUATION CRITERIA**

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

Evaluation criteria are:

- A. Experience, Background, and Qualifications (50 points)
- B. Proposed Plan (30 points)
- C. Small Business Economic Development Advocacy Program (SBEDA) (20 points):
  1. A maximum of ten percentage (10%) points for Local Business Enterprises (LBEs).

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

Non-local prime contractors can receive points for subcontracting with local businesses proportional to the amount of work performed by those local subcontractors. (For example, if a non-local prime contractor subcontracts with a local subcontractor for 50% of the work, they are eligible for up to five points).

2. A maximum of five percentage (5%) points for companies designated as Historically Underutilized Enterprises (HUEs).

Prime contractors who subcontract with HUEs can receive points proportional to amount of work performed by those HUEs. (For example, if a prime contractor subcontracts with a small, minority and/or a small, woman business enterprise for 50% of the work, they are eligible for up to 2.5 points).

S/MBEs and/or SWBEs must be certified by the South Central Texas Regional Certification Agency, the City's certifying agency, or approved by the Director of International and Economic Development or designee to be considered HUEs.

3. A maximum of five percentage (5%) points for Prime Contractor compliance with the SBEDA Program policy:
  - a. One percent (1%) for submission/approval of the SBEDA form.
  - b. One percent (1%) for meeting/exceeding the MBE goal.
  - c. One percent (1%) for meeting/exceeding the WBE goal.
  - d. One percent (1%) for meeting/exceeding the AABE goal.
  - e. One percent (1%) for meeting/exceeding the SBE goal.

## **XII. AWARD OF CONTRACT AND RESERVATION OF RIGHTS**

- A. City reserves the right to award one, more than one or no contract(s) in response to this RFQ.
- B. The Contract, if awarded, will be awarded to the Respondent(s) whose SOQ is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.
- C. City may accept any SOQ in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFQ on the part of City. However, final selection of a Respondent is subject to City Council approval.
- D. City reserves the right to accept one or more SOQs or reject any or all SOQs received in response to this RFQ, and to waive informalities and irregularities in the SOQs received. City also reserves the right to terminate this RFQ, and reissue a subsequent solicitation, and/or remedy technical errors in the RFQ process.
- E. City will require the selected Respondent(s) to execute a contract in substantially the form as attached with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFQ and the Contract. Contract documents are not binding on City until approved by the City



Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

- F. This RFQ does not commit City to enter into a Contract, award any services related to this RFQ, nor does it obligate City to pay any costs incurred in preparation or submission of a SOQ or in anticipation of a contract.
- G. If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.
- H. The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.
- I. Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subconsultant on a City contract, a partner or a parent or subsidiary business entity.

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

- J. Independent Consultant. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent consultants, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent’s actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.
- K. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for SOQs or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Respondent should consult its own legal advisor for answers to questions regarding the statute or form.

### XIII. SCHEDULE OF EVENTS

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

RFQ Release Date	<b>Wednesday, November 24, 2010</b>
Pre-Submittal Conference	<b>Monday, December 6, 2010, 2:00 p.m.</b>
Final Questions Accepted	<b>Friday, December 10, 2010, 11:00 a.m.</b>
SOQs Due	<b>Tuesday, December 28, 2010, 11:00 a.m.</b>
Interviews, if any *	<b>Friday, January 14, 2011</b>

\* Interviews, if any, may be conducted on this date. Respondents are encouraged to save-the-date.

## **RFQ ATTACHMENTS**

**THE DOCUMENTS THAT FOLLOW ARE FORMS THAT MUST BE COMPLETED BY RESPONDENT AND INCLUDED WITH RESPONDENT'S SOQ. ATTACH THESE DOCUMENTS TO YOUR SOQ IN THE ORDER INDICATED IN RFQ SECTION VII, WHICH IS ENTITLED "SOQ REQUIREMENTS"**

**RFQ ATTACHMENT A, PART ONE**

**RESPONDENT QUESTIONNAIRE**

**To be submitted with Respondent’s SOQ as TAB 2**

**Part A – GENERAL INFORMATION**

**1. Respondent Information:** Provide the following information regarding the Respondent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Individual or Sole Proprietorship If checked, list Assumed Name, if any: \_\_\_\_\_

Partnership

Corporation If checked, check one:  For-Profit  Nonprofit

Also, check one:  Domestic  Foreign

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

Printed Name of Contract Signatory: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

List Related Companies: \_\_\_\_\_

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

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

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

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

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

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

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

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

Yes  No

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

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

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

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

6. **Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes  No  If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its San Antonio office?

Years \_\_\_\_\_ Months \_\_\_\_\_

b. State the number of full-time employees at the San Antonio office. \_\_\_\_\_

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes  No  If "Yes", respond to c and d below:

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

Years \_\_\_\_\_ Months \_\_\_\_\_

d. State the number of full-time employees at the Bexar County office. \_\_\_\_\_

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes  No  If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

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

8. **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes  No  If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

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

9. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes  No  If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

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

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

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11. **Previous Contracts:**

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

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

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b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes  No  If “Yes”, state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes  No  If “Yes”, state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

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**REFERENCES**

Provide references for the projects listed in RFQ Attachment A, Part Two, Question #1. The contact person named should be familiar with the day-to-day management of the contract and **be willing to respond to questions** regarding the type, level, and quality of service provided.

**Reference No. 1:**

Firm/Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date and Type of Service(s) Provided: \_\_\_\_\_  
\_\_\_\_\_

**Reference No. 2:**

Firm/Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date and Type of Service(s) Provided: \_\_\_\_\_  
\_\_\_\_\_

**Reference No. 3:**

Firm/Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date and Type of Service(s) Provided: \_\_\_\_\_  
\_\_\_\_\_



## RFQ ATTACHMENT A, PART TWO

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

#### **To be submitted with Respondent's SOQ as TAB 3**

Prepare and submit narrative responses to address the following items. Do not delete the questions. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Describe three (3) Airport Master Plans completed by the Respondent within the past three (3) years. Each Plan should have been completed for airports similar in size and characteristics to Stinson and have been completed by the Team proposed for this project. For each airport listed:
  - a. Explain the study methodologies used and why those specific methods were chosen.
  - b. Describe how Respondent facilitated community input on controversial topics and provide specific examples.
  - c. Describe the impacts and results of the Master Plan.
  - d. List names, roles and responsibilities of key personnel assigned to the project.
2. Describe procedures and processes for airport master planning that the Respondent has participated in at green field sites.
3. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past.
6. Provide the following information for each individual (Respondent and subcontractor) team member identified on the Organization Chart given in response to Respondent Questionnaire, Part D, 1a:
  - a. List qualifications (to include licenses, certifications, and memberships) and relevant experience on projects of similar size and scope.
  - b. State the primary work assignment and the percentage of time each will devote to the project, if awarded the contract.
6. List the status and anticipated date of completion of current projects as of the SOQ due date. Indicate other known projects to which the Respondent will be committed during the term of this project, if selected. Provide a statement regarding the Respondent's availability to negotiate and enter into a contract immediately upon selection. Provide a statement which addresses Respondent's ability to commence work and complete the project in accordance with a proposed contract term of one (1) year.
7. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

## RFQ ATTACHMENT A, PART THREE

### PROPOSED PLAN

#### To be submitted with Respondent's SOQ as TAB 4

Prepare and submit the following items:

1. **Work Plan** – Describe Respondent's proposed work plan to include the following:
  - a. **Organization Chart** - Provide a chart showing names, titles and roles of individuals who will be assigned to this project. Identify, on the chart, the individual who will assume the position of Project Manager and who will be in charge of all aspects of the project.
  - b. **Methodology** – Outline Respondent's approach and proposed methodology for the Stinson Municipal Airport Master Plan project.
  - c. **Schedule** – Provide a GANTT chart which lists all tasks to be performed (including all scheduled meetings). For each task show:
    - 1) Estimated start and completion time;
    - 2) Name of person with primary responsibility (include tasks for which City will be responsible such as delivery of information, review of drafts, etc.);

NOTE: Respondents should plan meetings to minimize travel requirements. Respondents will be responsible for procuring suitable meeting space and all equipment necessary to conduct each meeting.
  - d. **City Resources** - Provide a list of all resources and information that Respondent shall require the City to provide.
  - e. **Additional Information** - Provide any additional plans and/or relevant information about Respondent's approach to providing the required services

## RFQ ATTACHMENT B

### DISCRETIONARY CONTRACTS DISCLOSURE FORM

To be submitted with Respondent's SOQ as **TAB 5**

Discretionary Contracts Disclosure Form is posted as a separate document or may be downloaded at <https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>.

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

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in SOQ response as indicated in the SOQ Checklist.

**RFQ ATTACHMENT C**

**LITIGATION DISCLOSURE FORM**

**To be submitted with Respondent's SOQ as TAB 6**

## LITIGATION DISCLOSURE

**Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your response 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 response.**

**RFQ ATTACHMENT D**

**SBEDA FORM**

**To be submitted with Respondent's SOQ as TAB 7**

**GOOD FAITH EFFORT PLAN**  
(Page 1 of 4)

**NAME OF PROJECT:** Stinson Municipal Airport Master Plan

**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 Aviation Department's Small Business Office at (210) 207-3505 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 International and Economic Development and Director of the appropriate contracting department (through the proposal 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.

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

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

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- 5. Discuss all efforts aimed at utilizing MBE-WBE-AABE-SBEs.

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- 6. Indicate advertisement mediums used for soliciting bids from MBE-WBE-AABE-SBEs.

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**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 International and Economic Development Department’s approval.



**RFQ ATTACHMENT E**

**SIGNATURE PAGE**

**To be submitted with Respondent's SOQ as TAB 9**

**SIGNATURE PAGE**

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

\_\_\_\_\_  
Respondent Entity Name

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

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

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

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

\_\_\_\_\_  
Co-Respondent Entity Name

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

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

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

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

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

**RFQ ATTACHMENT F**

**SOQ CHECKLIST**

**To be submitted with Respondent's SOQ as TAB 10**

**SOQ CHECKLIST**

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

<b>Tab in Respondent's SOQ</b>	<b>Document</b>	<b>Initial to Indicate Document is Attached to SOQ</b>
	Table of Contents	
1	Executive Summary	
2	General Information and References <ul style="list-style-type: none"> <li>• RFQ Attachment A, Part One</li> </ul>	
3	Experience, Background & Qualifications <ul style="list-style-type: none"> <li>• RFQ Attachment A, Part Two</li> </ul>	
4	Proposed Plan <ul style="list-style-type: none"> <li>• RFQ Attachment A, Part Three</li> </ul>	
<b>NOTE:</b> Remaining items listed in Tabs 5 – 10 are required in the ORIGINAL SOQ only. Additional copies are not required, unless otherwise instructed.		
5	Discretionary Contracts Disclosure form <ul style="list-style-type: none"> <li>• RFQ Attachment B</li> </ul>	
6	Litigation Disclosure <ul style="list-style-type: none"> <li>• RFQ Attachment C</li> </ul>	
7	* SBEDA Form <ul style="list-style-type: none"> <li>• RFQ Attachment D; and</li> <li>• Associated Certificates, if applicable</li> </ul> <p style="text-align: center;"><i>Provide original and one (1) additional copy.</i></p>	
8	Proof of Insurability (See RFQ Exhibit 2) <ul style="list-style-type: none"> <li>• Insurance Provider's Letter</li> <li>• Copy of Current Certificate of Insurance</li> </ul>	
9	* Signature Page <ul style="list-style-type: none"> <li>• RFQ Attachment E</li> </ul>	
10	SOQ Checklist <ul style="list-style-type: none"> <li>• RFQ Attachment F</li> </ul>	
	One (1) Original, ten (10) Copies, and <b>one (1) CD</b> of entire SOQ in PDF format.	

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

**RFQ EXHIBIT 1**

**SMALL BUSINESS ECONOMIC DEVELOPMENT  
ADVOCACY (SBEDA) PROGRAM**

## SMALL BUSINESS PROGRAM

### 1. **Small Business Participation**

Pursuant to Ordinance No. 2007-04-12-0396, it is the policy of the City of San Antonio to involve Small, Minority, Women and African-American 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. Minority group member(s) include African-Americans; Hispanic Americans; Asian-Pacific Americans; Asian-Indian Americans; American Indians; and Disabled Individuals. 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 MBE'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:

<b>MBE</b>	<b>31%</b>
<b>WBE</b>	<b>10%</b>
<b>AABE</b>	<b>2.2%</b>
<b>SBE</b>	<b>50%</b>

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 an 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	31%	33%
WBE	10%	13%
AABE	2.2%	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	31%	45.5%
WBE	10%	13%
AABE	2.2%	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 form 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 Aviation Department's Small Business Office for information regarding the City's Small Business Program Policy in accordance with the City's Communication Policy outlined in the solicitation document. Please call (210) 207-3505 or FAX: (210) 207-3500.

**RFQ EXHIBIT 2**

**INSURANCE REQUIREMENTS**

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

**INSURANCE**

- A) Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City’s Aviation Department, which shall be clearly labeled “**Stinson Municipal Airport Master Plan**” in the Description of Operations block of the Certificate. The 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 a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent’s signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City’s Aviation Department. No officer or employee, other than the City’s Risk Manager, shall have authority to waive this requirement.
  
- B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City’s Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.
  
- C) A Consultant’s financial integrity is of interest to the City; therefore, subject to Consultant’s right to maintain reasonable deductibles in such amounts as are approved by the City, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Consultant’s sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized 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:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations *b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage  f. \$100,000

<u>TYPE</u>	<u>AMOUNTS</u>
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit for Bodily Injury and Property Damage</u> of \$1,000,000 per occurrence
5. Professional Liability (Claims-made basis)  To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	\$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.

- D) Consultant agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Consultant herein, and provide a certificate of insurance and endorsement that names the Consultant and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City’s Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City’s Risk Manager, which shall become a part of the contract for all purposes.
- E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto 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). Consultant 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. Consultant shall pay any costs incurred resulting from said changes.

City of San Antonio  
 Attn: Aviation Department  
 P.O. Box 839966  
 San Antonio, Texas 78283-3966

- F) Consultant 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 insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers’ compensation and professional liability policies;

- Provide for an endorsement that the “other insurance” clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
  - Workers’ compensation, employers’ liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
  - Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant’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.
- H) .In addition to any other remedies the City may have upon Consultant’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 Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.
- I) Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant’s or its subcontractors’ performance of the work covered under this Agreement.
- J) It is agreed that Consultant’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.
- K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..
- L) Consultant and any Subcontractors are responsible for all damage to their own equipment and/or property.

**RFQ EXHIBIT 3**  
**INDEMNIFICATION REQUIREMENTS**

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

### **INDEMNIFICATION**

**CONSULTANT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages (to include exemplary, consequential and punitive 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 CONSULTANT' activities under this Agreement, including any acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, consultant or subconsultant of CONSULTANT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

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

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

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



Acceptance of the final report by the City shall not constitute nor be deemed a release of the responsibility and liability of the Consultant, its employees, associates, agents or subcontractors for the accuracy and competency of their reports or other documents and Work; nor shall such acceptance be deemed an assumption of responsibility or liability by the City for any defect in the report or other documents and Work prepared by said Consultant.