

CITY OF SAN ANTONIO

AVIATION DEPARTMENT



REQUEST FOR QUALIFICATIONS

AIRPORT GENERAL ENGINEERING CONSULTANT (GEC) ON-CALL SERVICES / SBEDA

RFQ #: A2014-08-20

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 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded:

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.

RFQ ISSUE DATE: AUGUST 20, 2014

SUBMITTAL DEADLINE: SEPTEMBER 23, 2014 at 3:00 P.M. LOCAL TIME

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I. BACKGROUND

The City of San Antonio (hereafter referred to as “the City”) Aviation Department is seeking Statement of Qualifications (SOQ) from qualified firms interested in providing Airport General Engineering Consultant (GEC) services on an On-Call basis to the Aviation Department (Department) as needed for various Aviation projects at both the San Antonio International Airport (SAT) and Stinson Municipal Airport (SSF).

A. HISTORY

In the fall of 2013, the City selected two firms to perform GEC consulting services for Federally-funded projects to include most airfield projects in the City’s six-year Capital Budget. The City now desires to add one or more GEC firms for projects to be accomplished without FAA funding or that otherwise require eligibility for federal funding to be maintained. The projects to be potentially assigned will include both horizontal and vertical design and various construction related activities. All projects will be located in a complex operating airport environment.

B. PURPOSE AND INTENT

The Department’s intent is to gain timely access to comprehensive planning, engineering, architectural, and project/construction management consulting services on an as- needed basis by entering into one or more On-Call Professional Services Agreement(s) (PSAs) with qualified, selected respondents (Consultants). It is the intent to utilize these professional services to assist with the implementation of the Department’s Capital Improvement Program (CIP) and other projects as they are identified in order to centralize the management of and enhance coordination between multiple development needs and priorities on a variety of projects.

Below is a list of Capital Improvement projects which, among others, are anticipated to be assigned to the GEC Consultant(s) selected. The City’s six-year Capital Budget is evaluated annually based upon priorities and funding availability. It is expected that projects may be added and/or deleted from this list throughout the term of the GEC contract(s). There is no guarantee that the exact projects listed will be assigned and those projects that are ultimately assigned will not be limited to this list.

Proposed CIP Project List	
CUP Building Addition	Parking, New Overflow Lot Canopies
Demolition of 3 Surplus Hangars	Planning, A/B Connector
Facilities Fleet Expansion	Planning, Staff Services Building
Fuel Tank Replacement	Rehabilitate West Cargo Facilities
Improvements to Airport-Owned Property	Stinson Building Modifications
Integrated Control Center (ICC) Planning & Programming	Stinson Land Prep
Maintenance Office Renovation	Stinson Parking Lot
Paging Modernization	Stinson Roosevelt Access Parkway
Parking Bus Area & Transfer Cut out	Stinson Security & IT Upgrades
Parking Hourly Lift Station	Stinson Terminal Roof Replacement
Parking New Employee Overflow Lot Improvements	Stinson, Commander’s House Redevelopment
Parking New Overflow Lot Canopies	Stormwater Outfall Repair
Parking Signage & Space Improvements	Tenant VOIP
Parking, Command Center Remodel	Triturator Facility Improvements
Parking, Garage Elevators Replacement	

The GEC will assist the Department in the development of construction contract packaging to provide maximum flexibility in accommodating varying funding levels. Once the responses have been reviewed and the recommended Consultant(s) have been selected, the Department will seek City Council approval of the GEC On-Call Agreement(s).

C. MINIMUM QUALIFICATIONS

The Respondent shall assemble a multi-disciplinary team experienced with a variety of projects. The successful Respondent shall be required to demonstrate the ability and resources necessary to perform the scope of services requested.

At a minimum, the Respondent's Prime must:

- have demonstrated experience with multi-year projects within the last five (5) years
- have demonstrated experience managing large multi-disciplinary teams
- propose a local Project Manager who shall be assigned to manage all work under the On-Call agreement for the duration of the term of the contract

At a minimum, the Respondent Teams (including subcontractors) must:

- have at least five years of demonstrated Engineering/Architectural experience
- have at least five years of demonstrated experience in construction management and construction administration.
- have five years of demonstrated resident project inspection, and project management experience

D. PREFERRED QUALIFICATIONS

The preferred Respondent Prime will have:

- demonstrated experience in project management
- demonstrated experience specific to strong lead and management capabilities required to manage a range of size and complexity of work

The preferred Respondent Team (including subcontractors) will:

- be multi-disciplined and have the ability to respond to a wide variety of requests within the team
- have adequate depth of experience to manage multiple projects
- possess enough redundancy to cover simultaneous project activities while still targeting the best qualifications for each project
- have demonstrated Resident Project Representative (RPR) experience in a variety of projects
- have planning experience

II. SCOPE OF SERVICES

All services and/or phases of assigned projects will require close interaction and coordination with the Department, airport tenants and other stakeholders, other City departments and external agencies as required. Consultant will be responsible for compliance with all applicable airport and regulatory guidance documents as well as all federal, state, and local codes, ordinances and laws. Depending upon the projects assigned, the scope of services may include but is not limited to:

A. PLANNING SERVICES

The selected respondent(s) will perform various studies, analysis and assessments. Various planning services may include focused area studies such as Terminal Area or Parking Area Studies, site selections, environmental assessments (EAs) and other National Environmental Policy Act (NEPA) studies.

B. ARCHITECTURAL/ENGINEERING DESIGN SERVICES

The selected Respondent(s) will provide design and bid phase services resulting in contract documentation suitable for bidding and awarding a construction contract in accordance with City codes, ordinances and standards. Respondent(s) will further aid the Department in determining the appropriate construction delivery method such as Construction Manager at Risk, Design-Bid-Build, or Design Build. The selected Respondent(s) will maximize scope and quality within the established schedule and budget for a variety of projects.

The selected Respondent(s) will perform site investigations to include, but not be limited to geotechnical and environmental investigations, surveys that may include mapping underground features, and review of existing record documents. Additionally, Respondent(s) will perform feasibility and vehicle traffic analyses, project and/or facility assessments and programming and will prepare cost estimates and schedules.

The selected Respondent(s) will incorporate the Airport's Safety Management System (SMS) program into the project by following the SMS process at major submittal milestones or as otherwise applicable in evaluating design and construction phasing and sequencing alternatives.

C. CONSTRUCTION MANAGEMENT SERVICES

The selected Respondent(s) will provide construction management services including overseeing construction progress meetings, performing constructability reviews, reviewing contractor QA/QC and safety plans, reviewing pay estimates, and performing project closeout activities.

The selected Respondent(s) will provide construction administration services through completion of each assigned project. These services will include preparing meeting minutes, maintaining shop drawings and submittal logs; responding to Requests for Information (RFIs) and maintaining the RFI Log; preparing and processing change orders, including review, negotiation, and recommendation on change order requests made by construction contractor(s).

The selected Respondent(s) will be responsible for preparing as-built drawings in hard copy, electronic (PDF and AutoCAD) formats. Additionally, Consultant will prepare a final test and quality control report documenting the results of all tests performed, highlighting those tests

that failed or that did not meet the applicable test standard, and perform final and warranty inspections. If required, Consultant will perform commissioning.

The selected Respondent(s) will provide a Resident Project Representative (RPR) and/or dedicated Resident Inspection Services (RIS), observe the project sites through final completion, serve as engineer's liaison, observe and review tests, and provide general observation and assessment of work based on the selected Respondent's professional judgment to ensure that the completed work conforms to the construction contract documents. Depending on the assigned project, the RPR may be required to be dedicated, onsite, certified, and/or licensed, and be responsible for overseeing the RIS.

D. PROJECT MANAGEMENT SERVICES

The selected Respondent(s) will provide project management services to include constructability reviews, independent design reviews, independent cost and/or fee analysis as well as feasibility and benefit cost analysis studies.

The selected Respondent(s) will provide program support services such as developing overall construction contract sequencing and packaging strategies, document control management system, design and airport standards, and policies and procedures. The selected Respondent(s) will also be responsible for developing, analyzing, and monitoring project and program schedules at various levels of detail as required, including preparation of Critical Path Schedules.

The selected Respondent(s) will provide program-level budget, cost and trend management services that may include establishing a cost management system in alignment with, and supportive of, the City's budgeting and accounting requirements. Selected Respondent(s) will collect and present data from identified program projects; provide reports monthly, quarterly, annually, or at other intervals; prepare construction cost estimates, including concept, budgetary, and design estimates. Consultant will further review estimates provided by other agents and assist City in the development of supporting project data for use in securing various types of funding.

E. OTHER REQUIREMENTS

Personnel provided by selected Respondent(s) must be able to obtain proper Transportation Security Administration (TSA) security clearances, to include the required background check for access to restricted areas, where required. Selected Respondent(s) shall be responsible for either having all sub-consultants properly badged or providing escorts as needed to properly staff each project. Driving within the secured areas of the airfield may be necessary and will require an airfield driver's license. See RFQ Exhibit C - Procedures for Obtaining Airport Personnel Identification Badge & Airfield Driver's License.

All vendors will be required to submit schedules using Primavera Project Manager 5.X or Primavera Contractor 4.1 or above. Selected Respondents will be required to perform required functions on vendor submittals in Primavera.

The selected Respondent(s) will be required to adhere to all terms and conditions in the City's Professional Services Agreement (RFQ Exhibit A). Selected Respondent(s) and their sub-consultants must provide substantiation for labor, overhead and burden rates prior to being allowed to work. To meet the overhead substantiation requirements, the selected Respondent(s) will be required to submit an audited overhead statement supported by the report of independent auditor that accompanied the audited overhead statement. Selected Respondent may also submit a recent DCAA (Defense Contract Audit Agency) audit or other governmental agency audit report in lieu of the audited overhead statement.

The City of San Antonio Aviation Department desires the most qualified team(s) available. To that end, "exclusivity agreements" among Prime and Sub consultants are discouraged by the City and will not be acknowledged. Furthermore, Sub-consultants may be asked to disclose such agreements.

III. SCHEDULE OF EVENTS

The following is a tentative schedule for the solicitation and evaluation of this RFQ:

Pre-Submittal Conference	Thursday, August 28, 2014 at 1:30 p.m.
Deadline for Submission of Written Questions	Thursday, September 11, 2014 at 12:00 noon
Responses Due	Tuesday, September 23, 2104 at 3:00 p.m.
Interviews, if necessary and if invited*	October 13 through October 14, 2014
City Council Consideration	December 2014

*Respondents are encouraged to maintain availability for interviews during this week, should they be invited.

IV. PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held on, **THURSDAY, AUGUST 28, 2014 at 1:30 P.M. at the SAN ANTONIO CENTRAL LIBRARY AUDITORIUM, 600 Soledad Street, San Antonio, Texas 78205.** Attendance at the Pre-Submittal Conference is optional but strongly encouraged. At this meeting, City staff will discuss the scope of work, general contact issues and respond to questions from the attendees.

Respondents are encouraged to prepare and submit their questions in writing three (3) calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be answered at the Pre-Submittal Conference and posted on the City's website at <http://www.sanantonio.gov/RFPListings/>.

This meeting place is accessible to disabled persons. The Central Library is wheelchair accessible. The accessible entrances are located at 600 Soledad Street. Accessible parking spaces are located in the Central Public Library's Parking Garage. An interpreter for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral responses provided by City staff at the Pre-Submittal Conference shall be preliminary. A written summary of the Pre-Submittal Conference shall contain official responses and posted on City's website at <http://epay.sanantonio.gov/RFPListings/>. Any oral response given at the Pre-Submittal Conference that is not confirmed in the written summary of the Pre-Submittal Conference or by a subsequent addendum shall not be official or binding to 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.

V. AMENDMENTS TO RFQ

Changes, amendments, or written responses to questions received in compliance with Section VI, Restrictions on Communication herein, may be posted on 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 its proposal. If Respondent does not have access to the Internet, Respondent shall notify City, in accordance with Section VI; Restrictions on Communication, it wishes to receive copies of changes, amendments, or written responses to questions by mail or facsimile.

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.

VI. RESTRICTIONS ON COMMUNICATION

Once this RFQ has been released, Respondent is prohibited from communicating with City staff regarding the RFQ or Submittals, with the following exceptions:

Respondent is prohibited from communicating with elected City officials and their staffs regarding this RFQ or Respondents submittal from the time this RFQ has been released until the contract is posted as a City Council agenda item. Respondent is prohibited from communicating with City employees regarding this RFQ from the time this RFQ has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and all other contact that results in the direct or indirect discussion of this RFQ and/or submittal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration. Exceptions to the restrictions of 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 **12:00 NOON, LOCAL TIME, on THURSDAY, SEPTEMBER 11, 2014.** Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by electroic mail to:

Leonor Grimaldo-Hargis, Contract Officer
City of San Antonio, Aviation Planning & Development
Leonor-Grimaldo-Hargis@sanantonio.gov

3. Respondents and/or their agents are encouraged to contact the Small Business Office of the Aviation Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) policy and/or completion of the SBEDA form, prior to Respondent's submittal of its bid/proposal. The SBEDA point of contact for this project is Lisa Brice, and she may be reached by telephone at (210) 207-3505 or by e-mail at Lisa.Brice@sanantonio.gov. Ms. Brice may designate other members of City staff to address issues raised or questions asked by Respondent. After the solicitations closing date, no contact is permitted by Respondent to the Small Business Office. City reserves the right to contact Respondent regarding SBEDA issues after the solicitation closing date.
4. Respondents shall provide responses to any questions asked of it by City's Staff Contact Person and/or his designee about City's SBEDA Program both before and after responses are received and opened. During the interview stage of this selection, if any, verbal questions to respondents and Respondent's answers and explanations shall be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from such selection committee meetings/interviews as it deems in City's 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.

VII. SUBMITTAL REQUIREMENTS

City will conduct a comprehensive, fair and impartial evaluation of all submittals received in response to this RFQ. City may appoint a selection committee to perform the evaluation(s). Each submittal received by City shall be analyzed to determine overall responsiveness and qualifications to the RFQ. The selection committee may select all, some or none of the respondents. If City elects to conduct interviews, Respondents may be interviewed and re-scored based upon these same criteria or other criteria, to be determined by the selection committee.

Respondent's submittal shall include the following items in the following sequence:

1. Submittal Cover/Signature Page (Form #1) – Respondent shall complete, sign, and submit RFQ Form #1. Index and label as **Tab "1"** in the two (2) original submittals only.

The Submittal Cover/Signature Page must be signed by a person, or persons, authorized to bind the entity or entities submitting the response. Submittals signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority. **Joint ventures require signatures from all firms participating in the joint venture. Joint ventures are required to provide legal proof of the joint venture such as a joint venture agreement as an attachment to their submittal.**

2. Submittal Checklist/ Table of Contents (Form #2) – Respondent shall complete and submit RFQ Form #2. Index and label as **Tab "2"** in the two (2) original submittals only.

3. Litigation Disclosure Form (Form #3) – Respondent shall complete and submit RFQ Form #3. If necessary include additional pages for explanation. Index and label as **Tab “3”** in the two (2) original submittals only.

If Respondent is proposing as a team or joint venture, then each party to that team or joint venture shall complete and submit a separate Form # 3 with the submittal.

4. Proof of Insurability – Respondent shall 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 RFQ Exhibit A if awarded a contract in response to this RFQ. Respondent shall also submit a copy of their current insurance certificate. Index and label as **Tab “4”** in the two (2) original submittals only.
5. Executive Summary – Respondents shall provide an Executive Summary which includes an overview of the project team, rationale for teaming, highlights of the team’s experience, introduction of the project manager, the names of other key personnel and a statement as to why Respondent is the best team for the project. The Executive Summary shall be limited to three (3) pages. Index and label as **Tab “5”** in the submittal.
6. Statement of Qualifications (“SOQ”) – Narrative document that addresses all evaluation criteria in Evaluation Criteria A.1 and A.2 below. This section is limited to twelve (12) pages not including forms and attachments.

VIII. EVALUATION CRITERIA

A. Background, Experience and Qualifications of Respondent Team (including Prime Firm, Joint Venture Parties or Partners, Sub-Consultants) and Key Personnel: 50 Points

- 1) Minimum Qualifications (Index and label as Tab “6-1” in the submittal.): Summarize compliance with each of the Minimum Qualifications stated in RFQ Section I, Background. The Minimum Qualification summary shall be limited to two (2) pages.
- 2) Team Profile (Indexed and label as Tab “6-2” in the submittal.): Provide a description of the consultant team, their qualifications and experience, including Prime Firm, Joint Venture Parties or Partners and Sub-Consultants and identify which services they are proposed to provide (limited to ten (10) pages). Include teaming rationale and objectives.
- 3) Proposed Key Personnel/ Organizational Chart (Index and label as Tab “6-3” in the submittal.): Provide a detailed organizational chart or graphic representation of your team, identifying key personnel who shall be assigned to work on the various tasks assigned through this professional service agreement. Proposed Key Personnel/ Organizational Chart is limited to one (1) page.

Also prepare a table showing, in alphabetical order by first name, the information requested in Items “a through i” below for each person on the Organizational Chart.

- a) Name
- b) Firm each team member is employed
- c) Title
- d) Expected Role on Projects, if selected
- e) Years with Firm
- f) Highest Degree/Discipline/School
- g) Proposed assignments and lines of authority and communication for each team member to be directly involved in the project(s)

- h) City/State of personal residence
 - i) City/ State of office where permanently assigned
- 4) Experience Matrix for Proposed Staff (Index and label as Tab “6-4” in the submittal.): Complete the Staff Experience Matrix (Form #4) to include all proposed team members, Prime, Joint Venture Parties and Partners and Sub-Consultants indicating demonstrable experience, IN YEARS, of each individual proposed on the Organizational Chart. The form may be duplicated if more than one page is needed.
- 5) Project Sheets (Index and label as Tab “6-5” in the submittal.): Using up to two (2) pages for each Project Sheet, identify five (5) projects completed by the Prime and projects completed by Sub-consultants in the last five years. Each Project Sheet should be no more than (2) pages with a maximum of 30 pages for this section to include the following:
- a. Project name and description which highlights how Respondent meets Preferred Qualifications stated RFQ Section I, Background.
 - b. List of team members (Prime Firm, Joint Venture Parties or Partners and major Sub-Consultants) along with key personnel who were assigned to or who were under contract for each Project. Provide details regarding the entities'/individuals' respective roles. If any are proposed to be assigned to or contracted for the Project resulting from this RFQ and note what role they will play.
 - c. Relevant Project Dates: Contract Award, Contract Completion, and Construction Dates (start/completion)
 - d. Project's original design and construction contract amounts and final design and construction contract amounts
 - e. Role of firm in the Project
 - f. Names of Design Architect / Engineer; Project Estimator; and Project Manager; and Construction Manager/Observer
 - g. The owner's name and the name of the Owner's Representative (if different) who served as the owner's day-to-day liaison during the design/construction phase of the project in the following format:
 - Name of Owner
 - Name of Owner's Representative
 - Representative's Phone Number
 - Representative's E-mail
 - h. Description of the project including level of LEED certification obtained, if any
 - i. Small Business actual utilization versus Small Business Goal
 - j. Photograph of the elevation of the facility and other pertinent photos.

- 6) Resumes (Indexed and label as Tab “6-6” in the submittal.): Respondent shall provide a one page resume for each key team member identified in the Organizational Chart. Resumes should link back to Project Sheets, if applicable. If person did not work on the Project Sheet projects, then the resume should show projects where the person performed similar roles proposed for the City’s project. Resumes shall include:
- a. License type (if applicable) and number of years licensed
 - b. Certification or other role specific recognitions, and number of years
 - c. Number of years employed with the Respondent or sub-consultant firm
 - d. Number of years of experience in proposed role as identified on the Organizational Chart
 - e. Experience with the use of BIM technology in delivery of previous construction projects (particularly identify if any were those projects included in the project sheets)
 - f. LEED Accreditation, if any
 - g. City/State of residence and City/State of office from which person is officially based, if different

B. Project Approach/Management Plan: 30 Points

The firm shall submit information in a brief narrative plan which clearly and concisely describes the organizational structure, resource availability, and approach to project management and execution. This section shall be limited to ten (10) pages. Index and label as **Tab “7”** in the submittal.

- 1) Describe Respondent’s approach to management and coordination of team members.
- 2) Detail the current capacity of key personnel and their availability, and the Respondent’s capabilities to respond to assigned projects to complete the services outlined herein.
- 3) Briefly describe Respondent’s understanding of the Department’s unique issues, constraints, nuances, or other factors that may affect the successful completion of assignments. Provide the approach of your Respondent Team to meet and manage those factors and comprehensively address all the issues, standards and requirements needed.
- 4) Include, in the narrative, the Respondent’s approach to:
 - a) planning
 - b) project management
 - c) design management including quality control and quality assurance
 - d) construction management, schedule management, and budget management
 - e) simultaneous multi-year projects
 - f) Fast-Track design
- 5) Describe the Respondent’s approach to Department, City, and stakeholder involvement and to providing seamless, successful delivery of the services outlined in this RFQ.
- 6) Provide information related to Respondents or any of its proposed team members’ failure to complete any contract awarded and an explanation. If Respondent and its proposed team members have never failed to complete a contract awarded, please include a statement affirming this.
- 7) Describe Respondent’s approach if multiple packages were needed to facilitate a fast track design.

C. Small Business Economic Development Advocacy (SBEDA): 20 Points

Respondent shall submit completed and signed Sub-Contractor/ Supplier Utilization Commitment Form (RFQ Form #5). Index and label as “**Tab 8**” in the submittal.

1) SBEDA - SBE Prime Contract Program – 10 pts.

Certified SBE firms headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime Consultants proposing at least 51% SBE participation (Prime and/or Sub-Consultant) will receive ten (10) evaluation criteria percentage points.

2) SBEDA - M/WBE Prime Contract Program –10 pts.

Certified M/WBE firms (see Minority/Women Business Enterprise definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime Consultants proposing at least 51% M/WBE participation (Prime and/or Sub-Consultant) will receive ten (10) evaluation criteria percentage points.

No evaluation criteria percentage Points will be awarded to non-SBE or non-M/WBE Prime Consultants through subcontracting to certified SBE or M/WBE firms.

Evaluation Criteria Summary	Maximum Points
A. Background, Experience and Qualifications of Respondent Team (including Prime Firm, Joint Venture Parties or Partners, Sub-Consultants) and Key Personnel	50 Points
B. Project Approach/Management Plan	30 Points
C. Small Business Economic Development Advocacy (SBEDA)	20 Points
Total Maximum	100 Points

D. REFERENCES (Required)

Respondent shall provide a maximum of five references. Include project name, client name, point of contact who is familiar with and could speak to Respondent’s performance during the term of the contract, telephone number, and email address. Index and label as **Tab “9”** and place in the two (2) Original Submittals Only).

E. CONTRACTS DISCLOSURE FORM (Required)

Respondents shall print, complete, sign and submit the Contracts Disclosure Form located online at: <http://www.sanantonio.gov/atty/ethics/forms.asp>.

Index and label as **Tab “10”** in the two (2) Original Submittals Only. **{If Respondent is proposing as a team or joint venture, then Prime shall complete and submit a form for the entire team.}**

F. PROFESSIONAL SERVICES AGREEMENT TEMPLATE AND GENERAL CONDITIONS

Respondents are to review the Professional Services Agreement Template (RFQ Exhibit "A") and General Conditions (RFQ Exhibit "B") on this RFQ and provide written comments and/or concerns regarding the Professional Services Agreement and General Conditions. (Index and label as **Tab "11"** and place in the two (2) Original Submittals Only).

If Respondents do not have any comments and/or concerns, Respondent must indicate this in this tab. If no objections are submitted by the Respondent, the City will presume that Respondent will sign the agreement as presented, if an agreement is awarded.

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 THE ABOVE-REFERENCED DOCUMENTS SHALL RESULT IN THE RESPONDENT'S SUBMITTAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

IX. SUBMISSION INSTRUCTIONS

When submitting a Statement of Qualifications in person, visitors to City Hall must allow time for security measures. Visitors to City Hall shall be required to enter through the east side of the building. The public shall pass through a metal detector and x-ray machine located in the lobby. All packages, purses and carried items will be scanned during regular business hours of 7:45 a.m. to 4:30 p.m. After members of the public proceeds through the metal detector, they will sign in and receive a visitor's badge. For those that might require the use of a ramp, entry is available on the south side of the building (Dolorosa side). Security will meet the visitor in the basement with a hand scanner.

Respondent shall submit a total of ten (10) SOQs which shall include two (2) originals, signed in ink, printed and spiral-bound to include Tabs 1-11; and eight (8) printed and spiral-bound copies of SOQs to include Tabs 5, 6-1, 6-2, 6-3, 6-4, 6-5, 6-6, 6-6, 7 and 8 only; and one (1) copy of the entire SOQ in an Adobe PDF format on a compact disk (CD). Place the two (2) SOQ Originals, eight (8) SOQ copies, and the electronic CD SOQ copy in a sealed package, clearly marked on the front of the package "Airport General Engineering Consultant Services On-Call - SBEDA." All submittals must be received in the Office of the City Clerk **no later than 3:00 p.m., local time, Tuesday, September 23, 2014**, at the address indicated below. Any submittal received after this time shall not be considered.

Mailing Address:

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

Physical Address:

Office of the City Clerk, Attn: Aviation Department
100 Military Plaza
City Hall, 2nd Floor
San Antonio, Texas 78205

Submittals sent by facsimile or email will not be accepted.

The responses to the solicitation should be complete and well organized. Adherence to the maximum page criterion is critical; each page side (maximum 8 1/2" x 11") with criteria information will be counted. Pages which have project photos, charts, and graphs shall be counted towards the maximum number of pages. Front and back covers, Table of Contents pages and tabbed divider pages shall not be counted if they do not contain submittal information. The use of recycled paper is encouraged. Plastic (not metal) spiral, or "comb" binding is recommended. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. All pages shall be numbered. Margins shall be no less than 1" around the perimeter of each page except for tables and graphics, and headers and footers with thin the 1" margin area acceptable. Electronic files, websites, or URLs shall not be included as part of the proposal, other than the CD specified above. Each submittal must include the sections and attachments in the sequence listed in the RFQ Section VII, Submittal Requirements, and each section must be divided by tabs and indexed in the Submittal Checklist and Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal.

Respondents who submit responses to this RFQ shall correctly reveal, disclose, and 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 nick-names, abbreviations (unless part of the legal title), shortened or shorthand, or local "handles" shall 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 signature page of the Proposal.

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

X. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

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

- A. A Contract, if awarded, shall be awarded to a Respondent whose submittal is deemed most advantageous to City, as determined by the selection committee and upon the approval by the San Antonio City Council.
- B. City may accept any submittal in whole or in part. If subsequent contract negotiations are conducted, such negotiations 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.
- C. City reserves the right to accept one or more submittals or reject any or all submittals received in response to this RFQ and to waive informalities and irregularities in any submittal received. City also reserves the right to terminate this RFQ, reissue a subsequent solicitation and/or remedy technical errors in the RFQ process.
- D. City shall require the selected Respondent(s) to execute a contract with City in substantially the same form as attached, prior to City Council award. No work shall commence on the subject Project until City signs the contract document(s) and Respondent provides the necessary evidence of insurance required in this RFQ and the contract. Contract documents are not binding on City until approved by City Attorney and City Council. In the event the parties cannot

negotiate and execute a contract within the time specified by City, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

- E. This RFQ does not commit City to enter into a Contract or award any services related to this RFQ, nor does it obligate City to pay any costs incurred by Respondent in the preparation or submission of a response or in anticipation of a contract.
- F. City administers its design and construction management through an Internet-based management system. All vendors will be required to use City's system and submit Project schedules as City dictates.
- G. **Conflicts of Interest:** Respondent acknowledges that it is informed that the Charter of 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 the 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: City officer or employee; his/her parent, child or spouse; a business entity in which he/she or his/her parent, child or spouse owns ten percent (10%) or more of the voting stock or shares of the business entity, or ten percent (10%) or more of the fair market value of the business entity; or a business entity in which any individual or entity listed by Respondent is a Subcontractor on a City contract, a partner or a parent or subsidiary business entity.
- H. Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of City, as defined in Section 2-42 of City's Ethics Code. (Discretionary Contracts Disclosure) – Instructions and web-link to electronic form are included in Form 3 of RFQ.
- I. **Independent Contractor:** Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an Independent Contractor(s), responsible for its (their) respective acts or omissions, that City shall in no way be responsible for Respondent's actions and that none of the parties hereto shall have authority to bind the other or to hold out to third parties that it has such authority.
- J. 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 City, shall file a completed Conflict of Interest Questionnaire (hereafter referred as "CIQ"), with City Clerk not later than the seventh (7th) business day after the date that the person: (1) begins contract discussions or negotiations with City; or (2) submits to City an application, response to a request for proposal, offers, correspondence or another writing related to a potential agreement with City. The CIQ form is available from the Texas Ethics Commission at:

<http://www.ethics.state.tx.us/forms/CIQ.pdf>

In addition to the CIQ form, City requires individuals to submit a CIQ Addendum. The CIQ Addendum is available from the City of San Antonio at:

<http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf>

Completed CIQ forms and CIQ addendum forms may delivered by hand to the Office of the City Clerk at City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205 or may be mailed to the Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. Respondent shall consult its own legal advisor if it has any questions regarding the statute, CIQ form or CIQ Addendum.

- K. All submittals become the property of City upon receipt and shall not be returned. Any information deemed to be confidential by Respondent clearly should be noted on the page(s) where confidential information is contained; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law or pursuant to a Court order.
- L. Any cost or expense incurred by the Respondent associated with the preparation of its submittal, the Pre-Submittal Conference or during any phase of the selection process, if any, shall be borne solely by Respondent.
- M. **Solicitation Process Review:** If Respondent desires a review of the solicitation process followed by City, Respondent shall deliver a written request to the Director of Aviation within seven (7) calendar days from the date the Notice of Non-Selection was sent. When the TCI Director receives a timely written request, the TCI Director (or his/her designee) shall review Respondents concerns and City's solicitation process for legitimacy and procedural correctness. After performing a full review, the Aviation Director shall notify Respondent in writing of his/her determination.
- N. **Debriefings:** In an effort to improve solicitation responses, TCI is making available on its web site a "Solicitation Response Tip List" that includes the top common items historically that "make or break" submissions to City. Providing this information prior to the due date of the submittal may provide Respondent with an opportunity to develop a better response for a solicitation. As a result of this up-front effort, each Respondent is entitled to one (1) debriefing per calendar year – available after the San Antonio City Council has made an award – if Respondent:
 - (a) is not the selected respondent; and
 - (b) has not been debriefed since January 1, 2014.Once Respondent has been debriefed, it will not be eligible for future debriefings within that calendar year. Any Respondent meeting the above criteria that desires an individual submittal debriefing shall deliver a written request to the Aviation Contract Services Division within seven (7) calendar days from the date a Notice of Non-Selection was sent.
- O. City reserves the right to verify any and all information submitted by Respondents at anytime during the solicitation/evaluation process. Final approval of a selected firm(s) is subject to the action of the San Antonio City Council.
- P. City reserves the right to contact any Respondent to negotiate a contract, if such action is deemed desirable by City.

XI. SBEDA ORDINANCE COMPLIANCE PROVISIONS

A. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements.

Waiver Request - A Respondent may request, for good cause, a full or partial Waiver of a specified subcontracting goal included in this solicitation by submitting the Respondent Subcontracting Waiver Request form (available at <http://www.sanantonio.gov/SBO/Forms.aspx>) with its solicitation response. The Respondent's Waiver request must fully document Sub-consultant unavailability despite the Respondent's good faith efforts to comply with the goal. Such documentation shall include all good faith efforts made by Respondent including, but not limited to, which Sub-consultants were contacted (with phone numbers, e-mail addresses and mailing addresses, as applicable) and the method of contact. **Late Waiver requests will not be considered.**

Exception Request - A Respondent may, for good cause, request an Exception to the application of the SBEDA Program if the Respondent submits the Exception to SBEDA Program Requirements Request form (available at <http://www.sanantonio.gov/SBO/Forms.aspx>) with its solicitation response. The Respondent's Exception request must fully document why: (1) the value of the contract is below the \$50,000 threshold for application of the SBEDA Program; or (2) no commercially-useful subcontracting opportunities exist within the contract scope of work; or (3) the type of contract is outside of the scope of the SBEDA Ordinance. **Late Exception Requests will not be considered.**

B. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2010-06-17-0531 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development (EDD) website page and is also available in hard copy form upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of this Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

C. Definitions

Affirmative Procurement Initiatives (API) – Refers to various Small Business Enterprise, Minority Business Enterprise, and/or Women Business Enterprise ("S/M/WBE") Program tools and Solicitation Incentives that are used to encourage greater Prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE program tools, see Section III. D. of Attachment A to the SBEDA Ordinance.)

Centralized Vendor Registration System (CVR) – a mandatory electronic system wherein the City requires all prospective Respondents and SubConsultants that are ready, willing and able to sell goods or services to the City to register. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

Certification or “Certified” – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City accepts any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6 of Attachment A.

Commercially Useful Function – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed. The use of S/M/WBE firms by CONSULTANT to perform such “pass-through” or “conduit” functions that are not commercially useful shall be viewed by the CITY as fraudulent if CONSULTANT attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, the CONSULTANT shall not be given credit for the participation of its S/M/WBE subConsultant or joint venture partner towards attainment of S/M/WBE utilization goals, and the CONSULTANT and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

Evaluation Preference – an API that may be applied by the Goal Setting Committee (“GSC”) to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime CONSULTANTs or Respondents.

Good Faith Efforts – documentation of the CONSULTANT's or Respondent's intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation within a solicitation response reflecting the Respondent's commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SBE or M/WBE subcontract opportunities on the City of San Antonio website; solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office's directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Consultant's posting of a bond covering the work of SBE or M/WBE SubConsultants; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Sub-Consultants.) The appropriate form and content of CONSULTANT's Good Faith Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.

HUBZone Firm – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

Independently Owned and Operated – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

Individual – an adult person that is of legal majority age.

Industry Categories – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering (A&E), Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as "business categories."

Minority/Women Business Enterprise (M/WBE) – firm that is certified as a Small Business Enterprise and also as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

M/WBE Directory – a listing of minority- and women-owned businesses that have been certified for participation in the City's M/WBE Program APIs.

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified a Small Business Enterprise and also as being at least fifty-one percent (51%) owned, managed and controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the CITY. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term “MBE” as used in this Ordinance is not inclusive of women-owned business enterprises (WBEs).

Minority Group Members – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

- African-Americans: Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian, or West Indian.
- Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.
- Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- Native Americans: Persons having no less than 1/16th percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

Originating Department – the CITY department or authorized representative of the CITY which issues solicitations or for which a solicitation is issued.

Payment – dollars actually paid to CONSULTANTS and/or Sub-Consultants and vendors for CITY contracted goods and/or services.

Points – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, and Other Services contracts (e.g., up to 10 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

Prime Consultant – the vendor or Consultant to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City. For purposes of this agreement, this term refers to the CONSULTANT.

Relevant Marketplace – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the MGT Studies, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

Respondent – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City. For purposes of this agreement, CONSULTANT is the Respondent.

Responsible – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

Responsive – a firm's submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

San Antonio Metropolitan Statistical Area (SAMSA) – also known as the Relevant Marketplace, the geographic market area from which the CITY's MGT Studies analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

SBE Directory - a listing of small businesses that have been certified for participation in the City's SBE Program APIs.

Significant Business Presence – to qualify for this Program, a S/M/WBE must be headquartered or have a significant business presence for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

Small Business Enterprise (SBE) – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

Small Business Office (SBO) – the office within the Economic Development Department (EDD) of the CITY that is primarily responsible for general oversight and administration of the S/M/WBE Program.

Small Business Office Manager – the Assistant Director of the EDD of the CITY that is responsible for the management of the SBO and ultimately responsible for oversight, tracking, monitoring, administration, implementation and reporting of the S/M/WBE Program. The SBO Manager is also responsible for enforcement of Consultant and vendor compliance with contract participation requirements, and ensuring that overall Program goals and objectives are met.

Small Minority Women Business Enterprise Program (S/M/WBE Program) – the combination of SBE Program and M/WBE Program features contained in the SBEDA Ordinance.

Sub-Consultant – any vendor or Consultant that is providing goods or services to a Prime Consultant or CONSULTANT in furtherance of the Prime Consultant's performance under a contract or purchase order with the City. A copy of each binding agreement between the CONSULTANT and its subConsultants shall be submitted to the CITY prior to execution of this contract agreement and any contract modification agreement.

Suspension – the temporary stoppage of the SBE or M/WBE firm's beneficial participation in the CITY's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7 of Attachment A to the SBEDA Ordinance, or the temporary stoppage of

CONSULTANT's and/or S/M/WBE firm's performance and payment under CITY contracts due to the CITY's imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

Sub-Consultant/Supplier Utilization Plan – a binding part of this contract agreement which states the CONSULTANT's commitment for the use of Joint Venture Partners and / or SubConsultants/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONSULTANT's Joint Venture partners and Sub-Consultants/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Sub-Consultant/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Sub-Consultant/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee.

Women Business Enterprises (WBEs) - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being a Small Business Enterprise and that is at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term "WBE" as used in this Agreement is not inclusive of MBEs.

D. SBEDA Program Compliance – General Provisions

As CONSULTANT acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONSULTANT's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONSULTANT voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, CONSULTANT further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. CONSULTANT shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONSULTANT's utilization and payment of Sub-Consultants, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its SubConsultants with this term;
2. CONSULTANT shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONSULTANT or its SubConsultants or suppliers;
3. CONSULTANT shall permit the SBO, upon reasonable notice, to undertake inspections as

necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Sub-Consultants and workers to determine whether there has been a violation of the terms of this Agreement;

4. CONSULTANT shall immediately notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONSULTANT's Sub-Consultant / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONSULTANT to replace the Sub-Consultant / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Sub-Consultant / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONSULTANT of work previously designated for performance by Sub-Consultant or supplier, substitutions of new Sub-Consultants, terminations of previously designated Sub-Consultants, or reductions in the scope of work and value of work awarded to Sub-Consultants or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.
5. CONSULTANT shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.
6. CONSULTANT shall retain all records of its Sub-Consultant payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.
7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONSULTANT's Sub-Consultant / Supplier Utilization Plan, the CONSULTANT shall not be given credit for the participation of its S/M/WBE or HUBZone Sub-Consultant(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONSULTANT and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.
8. CONSULTANT acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the CONSULTANT and each of its Sub-Consultants for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System, and CONSULTANT has represented to CITY which primary commodity codes each registered Sub-Consultant will be performing under for this contract.

E. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiatives to this contract. CONSULTANT hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement:

SBE Prime Contract Program. In accordance with the SBEDA Ordinance, Section III. D. 3. (b), this contract is being awarded pursuant to the SBE Prime Contract Program, and as such, CONSULTANT affirms that if it is presently certified as an SBE, CONSULTANT agrees not to

subcontract more than 49% of the contract value to a non-SBE firm, and M/WBE Prime Contract Program. In accordance with the SBEDA Ordinance, Section III. D. 4. (b), this contract is being awarded pursuant to the M/WBE Prime Contract Program and as such, CONSULTANT affirms that if it is presently certified as an M/WBE (see Minority/Women Business Enterprise definition), CONSULTANT agrees not to subcontract more than 49% of the contract value to a non-M/WBE firm, and

SBE Subcontracting Program. In accordance with SBEDA Ordinance Section III. D. 3. (a), this contract is also being awarded pursuant to the SBE Subcontracting Program. CONSULTANT agrees to sub-consult at least **TWENTY-FOUR PERCENT (24%)** of its prime contract value to certified SBE firms headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area (SAMSA). The Sub-Contractor / Supplier Utilization Plan that CONSULTANT is required to submit to CITY on a quarterly basis from the date of execution of this contract (except for the last quarter of this contract term, during which CONSULTANT shall submit for each accepted task order), and that contains the names of the certified S/M/WBE Sub-Consultants that were used by CONSULTANT on this contract, the respective percentages of the total prime contract dollar value awarded and performed by each S/M/WBE Sub-Consultant, and documentation including a description of each S/M/WBE Sub-Consultant's scope of work is hereby attached and incorporated by reference into the material terms of this Agreement.

In the absence of a waiver granted by the SBO, the failure of Consultant to attain this Sub-consultant goal for SBE firm participation in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and grounds for termination of the contract with City, and may result in debarment from performing future City contracts and/or shall be subject to any other remedies available under the terms of this Agreement for violations of the SBEDA Ordinance, or under any other law.

Subcontractor Diversity: The City of San Antonio strongly encourages each bidder to be as inclusive as possible, and to reach out to all segments of the M/WBE community in its efforts to exercise good faith in achieving the SBE sub-consulting goal of 24% that has been established for this contract. While the relative availability of ready, willing, and able firms within various ethnic and gender categories will vary significantly from contract to contract based upon the particular trades that are involved, overall in the San Antonio architecture and engineering services industry, as reflected in the City's Centralized Vendor Registration system for the month of August 2014, African-American owned firms represent approximately 1.74% of available subcontractors, Hispanic-American firms represent approximately 10.30%, Asian-American firms represent approximately 1.74%, Native American firms represent approximately 0.37%, and Women-owned firms represent approximately 6.70% of available architecture and engineering sub-consultants.

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONSULTANT represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONSULTANT shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Sub-Consultants, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Sub-Consultants, vendors and suppliers to participate in all of its public sector

and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONSULTANT shall incorporate this clause into each of its Sub-Consultant and supplier agreements entered into pursuant to CITY contracts.

G. Prompt Payment

Upon execution of this contract by CONSULTANT, CONSULTANT shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Sub-Consultants, including HUBZone Sub-Consultants, to ensure that the CONSULTANT's reported subcontract participation is accurate. CONSULTANT shall pay its Sub-Consultants in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONSULTANT's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONSULTANT, and no new CITY contracts shall be issued to the CONSULTANT until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

H. Violations, Sanctions and Penalties

In addition to the above terms, CONSULTANT acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;
2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;
3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;
4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and

5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

- 1) Suspension of contract;
- 2) Withholding of funds;
- 3) Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
- 4) Refusal to accept a response or proposal; and
- 5) Disqualification of CONSULTANT or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

RFQ EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT DOCUMENT TEMPLATE

(Posted separately and incorporated by reference)

RFQ EXHIBIT B

GENERAL CONDITIONS

(Posted separately and incorporated by reference)

RFQ EXHIBIT C

PROCEDURES FOR OBTAINING AIRPORT PERSONNEL IDENTIFICATION BADGE AND AIRFIELD DRIVER'S LICENSE AT SAN ANTONIO INTERNATIONAL AIRPORT (SAT)

As per FAA/TSA guidelines, a person performing work in the Security Identification Display Area (SIDA), Secured Area, Sterile Area or Airport Operations Area must have a valid Personnel Identification Badge (known as a SAT badge) or be under an airport approved escort by a person having a SAT badge with the white "E" (escort endorsement) on the badge. Furthermore, each badge holder with the white "E" may escort up to two (2) unbadged individuals while keeping same under positive control at all times while in the SIDA, Secured Area, Sterile Area and/or the project site. Note: If the person is disqualified from receiving a SAT badge during the badge application process, or becomes disqualified after receiving a SAT badge, the individual can no longer be present anywhere within the SIDA, Secured Area, Sterile area and/or the project areas. Furthermore, any contractor assigned to the project who has a business related need to be present within the SIDA, Secured Area or Sterile Area for more than 14 days (consecutive or intermittently) must be processed for a SAT badge.

If driving is involved, the person must have a valid SAT badge and the appropriate airfield driver's license to operate a vehicle in the SIDA and/or the project site. If a vehicle escort is required, each SAT badge holder with the white "E" on his badge (and the appropriate airfield driver's license) may escort up to two (2) vehicles if there is only one unbadged person in each vehicle being escorted.

All vehicles operating in the SIDA or the project area must have the appropriate airport approved company signage on the vehicle. The signage must meet the following requirements: Company name must be in at least six inch (6") tall lettering and/or the company logo must be at least twelve inches (12") tall. The signage must be placed on both vertical sides of any self propelled, motorized vehicle at all times while within the SIDA or the project site. If signage is not available, an Airport issued "Top Hat" may be used for vehicles under an airport approved vehicle escort or while parked in the SIDA. A Top Hat may be obtained at SIDA vehicle gate #20 at the end of each work day. The procedures to obtain an Airport Personnel Identification Badge and/or an airport driver's license are as follows:

A. Airport Personnel Identification Badge (SAT ID Badge):

- 1) The Airport Security Badge and ID Office is located at 9623 West Terminal Drive, Bldg. #1322.
- 2) Once an Aviation Department division has notified the Airport Security of an approved City contract which will require the badging of personnel, the Contactor's designated representative for badging must call Kenneth Barrett at (210) 207-3840 to arrange to become an Authorizing Signatory. The Authorized Signatory will be responsible for all SAT badges to be issued to the Contractor's employees working on the contract. Mr. Barrett will send the appropriate link to the person in order to complete an application for badge processing. Once the application has been approved an appointment will be set to come to the Badge and ID Office for processing and training. Once the person has completed the required training they will then be authorized to approve applications for other Contractor employees under their responsibility. Note: If an employee of the Contractor has been convicted of any of the offenses listed in Exhibit 1 hereto, that employee will be immediately disqualified from obtaining a SAT badge and will be ineligible to perform work at SAT.

- 3) All SAT ID badge applications are processed electronically via an online application process. Once the Contractor's Authorizing Signatory has been trained successfully on their responsibilities and completed all phases of the badging process, the website address for Contractor's employees to use to complete the application will be provided. Furthermore, the Authorizing Signatory will be provided instructions on how to setup, use and approve badge applications via the online badging system.
- 4) As of October 1, 2011 badge processing fees are:

AIRPORT SECURITY BADGE & ID OFFICE SERVICE	
	<u>Amount</u>
Fingerprint-based Criminal History Records Check (CHRC)/ STA	\$65.00
Identification Badge (New/ Renewal/ Replacement/ Exchange)	\$35.00
Non-Returned Identification Badge	\$75.00
Reactivation of Identification Badge (Security Violation)	
1 st Offense	\$25.00
2 nd Offense	\$50.00
3 rd Offense	\$75.00
Progressive Security Fee Program	Sliding Scale
AOA Parking Decal (for General Aviation leasehold only)	\$ 5.00

There is no refund for badge processing fees.

- 5) As part of the badging process, all Contractor employees are required to complete a computer-based SIDA training class. All documents necessary to complete the application process (including obtaining the applicants fingerprints to conduct a Criminal History Records Check (CHRC) and Security Threat Assessment (STA) must be completed before the Contractor's employees may attend the computer-based SIDA training class. The SIDA class takes approximately 1-1 ½ hours to complete and the applicant must make a 100% on the final test to successfully complete this stage of the badging process. The SAT badge will only be issued after the applicant successfully completes the SIDA class; Airport Security completes the CHRC and receives an approved STA. It may take anywhere from five (5) business days to four (4) weeks before the applicant may be issued a SAT badge.
- 6) At the end of the contract, the Contractor's Authorizing Signatory shall return all issued airport identification badges to the Airport Security Badge and ID Office directly and inform the Aviation Department division that managed the contract that all badges have been returned before final payment for the work can be processed. Each SAT badge that is not returned to the Airport Security Badge and ID Office is subject to a \$75.00 non-returned badge fee.
- 7) Any lost or stolen SAT ID badge shall be reported to Airport Security immediately by contacting (210) 207-3526 or 207-3433 so the badge can be deactivated. The Contractor's employee must contact Contractor's Authorizing Signatory to make arrangements to complete the necessary paperwork to receive a replacement SAT badge. The Contractor shall be responsible for any fees/fines resulting from the lost, stolen, or otherwise unaccounted for SAT badge.

B. Airfield Driver License:

- 1) The Airport Operations Office is located at 457 Sandau Rd., San Antonio, TX 78216.
- 2) It is the sole responsibility of the tenants, airlines or contractors to select the correct training course needed for their employees. There are two types of airfield training courses: non-movement areas and movements areas. Non-movement areas are aprons and parking areas in the Airport Operation Area (AOA). No ATCT clearance is required. Movement w/Restrictions: Taxiways as well as other areas using for taxiing aircraft and aircraft parking areas. ATCT clearance is required.
- 3) To obtain an Airfield Driver's License an employee must attend an Airport sponsored drivers training class and pass a written test at the end of each class with a 90% or better. The airfield driver license can only be issued to a person passing the test.
- 4) The non-movement classes are held on every Monday and Tuesday at 9:00 a.m. and Thursday at 1:00 p.m. The movement classes are held every Tuesday at 1:00 p.m. and Thursday at 9:00 a.m. All classes must be scheduled in advance. To schedule a class call Airport Operations at 207-3475.
- 5) A valid State driver's license and a SAT Security Identification Display Area (SIDA) badge and a copy of certificate of insurance document of the individual's employer with the proper coverage must be presented at the time of the class. The copy of all three items stated must be submitted to the AOO for record on file.
- 6) You must have radio contact with FAA Air Traffic Controller to receive clearance to cross taxiways at all times.
- 7) Airfield Driver's Training Program Fees:

<u>Course</u>	<u>Amount</u>
Non-Movement Area	\$ 20.00
Movement Area	\$ 25.00
Replacement License	\$ 10.00
Expired License Penalty	\$ 20.00

We will continue sending renewal notices approximately one month in advance to assure that drivers have enough time to schedule to attend the class prior to expiration.

- 8) For the construction contracts, there is no separate line item on the bid proposal for the costs involved and the costs shall be considered incidental to mobilization expenses.
- 9) The licensed driver can only travel on the areas authorized and use the gate approved by the Airport Security Office. A driver who loses his or her Airfield Driver License is responsible for reporting the loss immediately to Airport Operations Office. The employee will be responsible to pay the replacement fee for his/her airfield license.
- 10) The company shall have coverage for the vehicles used inside Air Operations Area for the project involved at all times. An Automobile Liability Policy with no less than a Combined, Single Limit for Bodily Injury and Property Damage of \$5,000,000 per occurrence, or its equivalent in Umbrella or Excess Liability Coverage.

In addition, the City of San Antonio must be listed as an "additional insured" in the endorsement section. The Insurance can be under the Company name if a company vehicle will be used and the vehicle must be listed in the insurance policy either specifically by VIN number or generally by covering all autos owned, leased or operated while conducting business on behalf of the company. If this is a private vehicle covered only by personal insurance, the insurance must be under the drivers name and VIN number must be listed. It is the company's responsibility to notify the Aviation Department for any insurance changes.

- 11) At the end of the project, the authorized Project Manager shall return all airfield driver licenses to the Airport Operations Office and notify Planning and Development and at the end of the return process so that the final payment to the consultants or contractors for the work involved can be processed.
- 12) Vehicles routinely operating within the Movement area shall have an operating yellow flashing light mounted on the uppermost part of the Vehicle.

RFQ EXHIBIT C-1

LIST OF DISQUALIFYING CRIMES

AUTHORIZATION FOR FINGERPRINT-BASED CRIMINAL HISTORY RECORDS CHECK

Please read and review the following list of disqualifying criminal offenses as listed in Transportation Security Regulation (TSR) 1542.209 (d).

1. Forgery of certificates, false marking of aircraft, and other aircraft registration violation; 49 U.S.C. 46306
2. Interference with air navigation; 49 U.S.C. 46308
3. Improper transportation of a hazardous material; 49 U.S.C. 46312
4. Aircraft piracy; 49 U.S.C. 46502
5. Interference with flight crew members or flight attendants; 49 U.S.C. 46504
6. Commission of certain crimes aboard aircraft in flight; 49 U.S.C. 46506
7. Carrying a weapon or explosive aboard aircraft; 49 U.S.C. 46505
8. Conveying false information and threats; 49 U.S.C. 46507
9. Aircraft piracy outside the special aircraft jurisdiction of the United States; 49 U.S.C. 46502(b)
10. Lighting violations involving transporting controlled substances; 49 U.S.C. 46315
11. Unlawful entry into an aircraft or airport area that serves air carriers or foreign air carriers contrary to established security requirements; 49 U.S.C. 46314
12. Destruction of an aircraft or aircraft facility; 18 U.S.C. 32
13. Murder
14. Assault with intent to murder
15. Espionage
16. Sedition
17. Kidnapping or hostage taking
18. Treason
19. Rape or aggravated sexual abuse
20. Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon
21. Extortion
22. Armed or felony unarmed robbery
23. Distribution of, or intent to distribute, a controlled substance
24. Felony arson
25. Felony involving a threat
26. Felony involving:
 - a) Willful destruction of property
 - b) Importation or manufacture of a controlled substance
 - c) Burglary
 - d) Theft
 - e) Dishonesty, fraud, or misrepresentation
 - f) Possession or distribution of stolen property
 - g) Aggravated assault
 - h) Bribery
 - i) Illegal possession of a controlled substance punishable by a maximum term of imprisonment of more than 1 year
27. Violence at international airports; 18 U.S.C. 37
28. Conspiracy or attempt to commit any of the criminal acts listed in this paragraph (d)

RFQ EXHIBIT D

EVALUATION COMMITTEE MEMBERS

This solicitation has been identified as high profile. In accordance with the Discretionary Contract Selection Process Guidelines, below are the proposed evaluation committee members:

1. Ed Belmares, Assistant City Manager
2. Frank Miller, Director, Aviation Department
3. Loyce D. Clark, Assistant Director, Aviation Department
4. Diane Cook, Interim Manager, Planning & Development, Aviation Department
5. Loren G. Wood, Non-City participant, Airport Advisory Commission, Board Member

RFQ FORM #1

SIGNATURE PAGE

PROJECT: **AIRPORT GENERAL ENGINEERING CONSULTANT ON-CALL SERVICES/ SBEDA**

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: _____
Email Address: _____
Phone Number: _____
DUNS Number: _____
Texas Comptroller's Tax Payer Number if applicable: _____

(NOTE: If SOQ is submitted by Co-Respondents (including Joint Venturers), 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: _____
Email Address: _____
Phone Number: _____
DUNS Number: _____
Texas Comptroller's Tax Payer Number if applicable: _____

By signature(s) above, Respondent(s) is willing to sign, the Professional Service Agreement (PSA) in substantial form with the understanding that compensation and scope will be negotiated, and agrees to the following:

1. If awarded a PSA in response to this RFQ, Respondent will be able and willing to execute a PSA in the form shown in the RFQ Exhibit A – Draft Professional Services Agreement, with the understanding that the scope and compensation provisions will be negotiated and included in the final document.
2. If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the PSA, if other than an officer will be signing the PSA.
3. If awarded a PSA in response to this RFQ, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFQ Exhibit A – Draft Professional Services Agreement.
4. If awarded a PSA 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.
5. 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.
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 FORM #2

SOQ CHECKLIST

PROJECT: AIRPORT GENERAL ENGINEERING CONSULTANT ON-CALL SERVICES/ SBEDA

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.

Tab in Respondent's SOQ	Document	Initial to Indicate Document is Attached to SOQ
	Table of Contents	
1	* Submittal Cover/ Signature Page (RFQ Form #1)	
2	Submittal Checklist / Table of Contents (RFQ Form #2)	
3	Litigation Disclosure (RFQ Form #3)	
4	Proof of Insurability	
5	Executive Summary	
6-1	Minimum Qualifications	
6-2	Team Profile	
6-3	Proposed Key Personnel / Organization Chart	
6-4	Experience Matrix for Proposed Staff (RFQ Form #4)	
6-5	Project Sheets	
6-6	Resumes	
7	Project Approach / Management Plan	
8	* Sub-Contractor/ Supplier Utilization Commitment Form (RFQ Form #5)	
9	References	
10	Contracts Disclosure Form (Download from web address provided in RFQ Section VIII)	
11	Comments / Concerns Regarding Professional Service Agreement Template and General Conditions (or statement indicating "None")	
<p>NOTES: Items listed in Tabs 1 through 11 are required in the two (2) ORIGINAL proposals. Only items listed in Tabs, 5, 6-1 through 6-6, 7 and 8 are required in the eight (8) bound copies. One (1) CD of entire SOQ in PDF format.</p>		

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

RFQ FORM #3

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 FORM #4

GEC ON-CALL SERVICES/ SBEBDA STAFF EXPERIENCE MATRIX (Form #4)

Use one box below for each key personnel as shown on Organizational Chart. Enter first and last name, name of firm, and assigned task in blue box. See Example. Enter the number of years of experience by individual for each category shown on the left. If that individual has no experience in that category, leave blank.

#	EXPERIENCE	John Doe, ABC, Inc. Airport Planner								
1	Familiar with Multiple Funding Sources	8								
2	Managed Large, Multi-Disciplined Team Management									
3	Multi-Year Projects	2								
4	Planning	8								
5	Engineering/Architectural									
6	Construction Management / Administration									
7	Resident Project Representative (RPR)									
8	Resident Inspection Services (RIS)									
9	Project Management	3								
10	Lead Management Position - Projects greater than \$ 5M									
11	Lead Management Position - Projects less than \$ 1M									
12	City of San Antonio									
13	San Antonio International Airport									
14	Stinson Municipal Airport									
15	Master Plans									
16	Performed Studies, Analyses, Assessments									
17	Traffic Analyses and Forecasts	7								
18	Surveying / Geotech Services									
19	Cost Estimating / Scheduling									
20	Site Selection / Feasibility Study / Benefit Cost Analysis									
21	Facility Assessments / Programming									
22	Environmental Services									
23	National Environmental Policy Act (NEPA)Studies									
24	Support Buildings Design									
25	Storm Water Master Plans									
26	Constructability Reviews									
27	Safety Management System (SMS)									
28	Standards Development (Design, Airport, Tenant)									
29	Cost / Schedule / Budget Management	1								
30	Document Control Development and Implementation									
31	Fast-Track, Multi-Package Construction									
32	Alternative Delivery Methods - CMR									
33	Alternative Delivery Methods - Design Build									

RFQ FORM #5

SUB-CONTRACTOR/ SUPPLIER UTILIZATION COMMITMENT FORM

(Posted separately and incorporated by reference.)

----- END OF RFQ -----