

## VENDOR RFP CHECKLIST

1. \_\_\_\_\_ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; licensing requirements; contractual requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. \_\_\_\_\_ **Note the Purchasing and Contracts Manager's name, address, phone number and email address.** This is the only person you are allowed to communicate with regarding the RFP.
3. \_\_\_\_\_ **Attend the pre-proposal conference.** These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the Department of any ambiguities, inconsistencies, or errors in the RFP. There are no minutes or recordings of these meetings.
4. \_\_\_\_\_ **Take advantage of the "question and answer" period.** Submit your questions to the purchasing and contracts manager by the due date listed in the schedule and view the answers given in the formal addenda issued for the RFP. All addenda issued for the RFP are posted on the website at [www.brookscity-base.com](http://www.brookscity-base.com) and will include all questions asked and responses concerning the RFP.
5. \_\_\_\_\_ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. \_\_\_\_\_ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the Department or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the Department. The proposals are evaluated based solely on the information and materials provided in your response.
7. \_\_\_\_\_ **Use the forms provided,** i.e., references form, conflict of interest questionnaire, etc.
8. \_\_\_\_\_ **Check the BDA website for RFP Addenda.** It is the vendor's responsibility to check the BDA website at [www.brookscity-base.com](http://www.brookscity-base.com) for any addenda issued for this RFP.
9. \_\_\_\_\_ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
10. \_\_\_\_\_ **Submit your response on time.** Note all the dates and times listed on the Schedule and within the document, and submit all required items on time. **Late proposal responses are not accepted.**

**REQUEST FOR PROPSALS (RFP)  
FOR  
NETWORK ADMINISTRATION & COMPUTER SUPPORT  
Bid #06252014-004**

June 25, 2014

Proposals will be received by the BROOKS DEVELOPMENT AUTHORITY at 3201 Sidney Brooks, San Antonio, TX 78235 until 10AM CST, on July 24, 2014 for network administration and computer support services in accordance with the attached specifications.

Proposals may be downloaded at [www.brookscity-base.com](http://www.brookscity-base.com).

Envelopes containing proposals are to be addressed as follows:

Brooks Development Authority- RFP for Network Administration &  
Computer Support

ATTN: Lucynda Massey, Accounting, Procurement, & Contracts Coordinator  
3201 Sidney Brooks  
San Antonio, Texas 78235:

**“BDA reserves the right to reject any or all Proposals and reserves the right to issue a subsequent Request for Proposals or cancel the entire Request for Proposals process. BDA reserves the right to contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such clarification is deemed desirable by BDA. BDA reserves the right to evaluate the responses submitted, to waive any informalities and irregularities therein, to select candidates for interview, or to reject any or all submittals should it be deemed in BDA’s best interest. BDA reserves the right to negotiate with any, all or none of the Respondents.”**



REQUEST FOR PROPOSALS (RFP)  
TYPE OF BID

FOR

NETWORK ADMINISTRATION & COMPUTER SUPPORT  
BID #06252014-004  
PROJECT

JUNE 25, 2014  
ISSUE DATE

JULY 15, 2014  
9:00 AM

MANDATORY PRE-PROPOSAL MEETING AND TOUR:  
3201 SIDNEY BROOKS  
San Antonio, TX 78235

FINAL QUESTIONS ARE DUE BY 10 AM ON JULY 17, 2014. THERE WILL BE NO  
EXCEPTIONS FOR LATE QUESTIONS.

RESPONSES TO ALL QUESTIONS WILL BE POSTED TO THE WEBSITE  
BY THE END OF BUSINESS ON JULY 18, 2014.

**JULY 24, 2014**  
**10:00 AM**  
**SUBMITTAL DEADLINE**

**\*BDA will not take minutes or record this meeting.**

**\*BDA offices will be closed July 4, 2014 in observance of Independence Day. No mail will be received on this date.**

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**REQUEST FOR PROPOSALS (RFP)  
FOR  
NETWORK ADMINISTRATION & COMPUTER SUPPORT  
BROOKS DEVELOPMENT AUTHORITY (BDA)  
SAN ANTONIO, TEXAS 78235**

**I. GENERAL INFORMATION**

The purpose of this RFP is to solicit a professional firm or individual to perform network administration and computer support services in accordance with the Scope of Work. It is BDA's desire to award this contract to one firm. The Contract resulting from this RFP shall be for an initial twelve (12) month term, starting October 1, 2014 and ending September 30, 2015, thereafter subject to termination provisions as will be set forth in a Contract. BDA reserves the right to extend the contract period for three (3) successive one (1) year periods should such an extension be mutually agreeable to BDA and the Awarded Respondent.

BDA is a Defense Based Authority and Political Subdivision of the State of Texas created by the San Antonio City Council pursuant to the provisions of Chapter 379B of the Texas Local Government Code by resolution 2001-36-39. BDA is governed by an eleven (11) member board of directors appointed by the San Antonio City Council. BDA staff is charged with overseeing the management, marketing, and development, leasing and selling the real property of Brooks City-Base (BC-B) project. BDA's overall mission is to promote, develop, and sustain BC-B as a vibrant community and catalyst for progressive economic development and prosperity.

**II. SCOPE OF WORK (SOW)**

See Appendix B.

**III. SCHEDULE**

The proposal phase schedule is as follows:

|                                |                         |
|--------------------------------|-------------------------|
| BDA releases RFP               | June 25, 2014           |
| Mandatory Pre-Proposal Meeting | July 15, 2014 @ 9:00 am |
| *All questions due NLT         | July 17, 2014 @10:00 am |
| Proposal due                   | July 24, 2014 @10:00 am |
| Contract Award                 | October 1, 2014         |

- i.** Pre-proposal conference is **mandatory (BDA will not take minutes or record this meeting) and there will be no additional meetings for this service, no exceptions. Please bring everyone you feel should attend the meeting;**
- ii.** Written questions may be submitted, but will not be answered individually. A comprehensive list of all inquires received by 10:00 am, July 17, 2014 will be answered and posted on the BDA website on July 18, 2014;

#### **IV. PROCEDURES FOR SUBMISSION**

Interested individuals and/or firms are invited to submit the following:

1. RFP must be typewritten or computer generated. Handwritten RFP's will not be accepted. Proposals, with or without attachments (i.e., resumes, copies of previous work, reports, etc.), should not be greater than 15 pages (8 1/2 x 11). Font should be legible, no less than 12pt, and all paragraphs single spaced.
  - BDA requests that only relevant information to the type of project be included.
  - Vast amounts of marketing material are discouraged and will count toward the 15 page maximum.
  - The Appendices do not count toward the 15 page limit.
2. Each RESPONDENT must submit:
  - One (1) hard copy of the proposal (including appendices A-J) in a three ring binder. BDA requests that appendices not be manipulated with software. Typed or handwritten appendixes are acceptable. The original set of documents must be signed by a person with the authority to bind the RESPONDENT to a legal document; and
  - One (1) CD-Rom or USB drive containing the proposal (**without appendices**) which specifically address the criteria as referenced on page 7; limited to 15 pages (**Do not include copies of the Appendices on the CD-ROM or USB drive. It is the responsibility of the bidder to ensure that all copies of the CD-ROMS or USB drives are readable and not corrupt**).
3. RFP must be submitted in a sealed envelope prior to 10:00 am on July 24, 2014 (**SUBMISSIONS WILL NOT BE ACCEPTED AFTER THIS DEADLINE. SUBMISSIONS TRANSMITTED BY FAX OR EMAIL WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES**), marked on the outside as follows:

Brooks Development Authority BID #06252014-004  
Attn: Accounting, Procurement, & Contracts Coordinator  
3201 Sidney Brooks  
San Antonio, Texas 78235

#### **V. PREPARATION OF PROPOSALS**

Offerors are notified that this is a performance based solicitation. These performance-based specifications express the BDA's requirements as the **minimum quality standard to be met.** The Respondent is considered an industry expert as such, is expected to determine the optimal work schedule, resource allocations, and performance methods. BDA will consider the terms and conditions for the performance of service, including the type and cost of services to be provided, and will select the firm or firms offering a proposal deemed most advantageous to BDA. Therefore, it is strongly advised Respondents review the complete solicitation to ensure awareness of all terms and conditions. Throughout this solicitation, the terms "shall" and "must" are used. "Shall" and "must" denote

the imperative. They indicate an obligation to act. In this solicitation, and any resulting contract, “shall” and “must” have the same meaning.

## **VI. RFP REQUIREMENTS AND SELECTION PROCESS:**

### **1. GENERAL REQUIREMENTS**

**A.** There are four (4) criteria for this bid. **It is important that the proposals contain enough information to allow the evaluation team to address the scoring criteria(s).**

- |   |           |
|---|-----------|
| a. Total and Detailed Contract Price                              | 30 points |
| b. Contractor Qualifications and Experience                       | 35 points |
| c. Understanding of Scope of Work and<br>Completeness of response | 15 points |
| d. Small Business Economic Advocacy                               | 20 points |

**B. The Evaluation Committee will utilize the information provided in response to the questions listed below to evaluate proposals. Proposals submitted in response to this RFP shall specifically address the information listed below. The information requested must be presented in the order indicated. Please ensure that the proposal clearly reflects the Criteria and the Scope of Work as identified within:**

**1. Table of contents**

**2. Executive Summary:**

Respondent must provide an executive summary of its RFP and a representation that the consultant addresses all of the requirements of the RFP to include the following:

1. Respondent Name: Business name, DBA (if applicable) and principal contact person, including office location, address, telephone number, fax number and e-mail address.
  - i. All other names by which your firm has been known and length of time known by each name; and
  - ii. The address of your firm’s website (if applicable).
2. Provide a narrative addressing why your firm has the expertise to provide the services outlined in the Scope of Work.
3. Where joint ventures will be utilized provide a copy of the legal documentation establishing the joint venture. **A joint venture is defined as a business undertaking by two or more parties in which profits, losses, and control is shared.**

**Joint Ventures:** To submit as a joint venture, it must be a **legally** formed entity. Please provide the following information regarding the joint venture:

- i. The legal documentation establishing the **Joint Venture**;
  - ii. Experience and Qualifications of the **Joint Venture**;
  - iii. **Joint Venture** Information (i.e. address, phone number, email address, and etc.); and
  - iv. Point of Contact.
4. Where sub-consultants will be utilized for a substantial (over 20%) portion of the contract, indicate whether the sub-consultant(s) have worked with Respondent on comparable projects in the past. **A sub-consultant is defined as an individual or in many cases a business that signs a contract to perform part or all of the obligations of another's contract. Clarify any subcontractor relationships in detail.**

Sub-consultants: If available please provide the following information regarding any key sub-consultants:

- i. Experience and Qualifications;
  - ii. Company Information; and
  - iii. Point of Contact.
5. Where sub-consultants will be utilized for a substantial (over 20%) portion of the contract, indicate whether the sub-consultant(s) have worked with Respondent on comparable projects in the past. **A sub-consultant is defined as an individual or in many cases a business that signs a contract to perform part or all of the obligations of another's contract. Clarify any subcontractor relationships in detail.**

Sub-consultants: If available please provide the following information regarding any key sub-consultants:

- iv. Experience and Qualifications;
- v. Company Information; and
- vi. Point of Contact.

**Criteria 1 - Total and Detailed Contract Price (30 points)**

- a. Total fixed monthly price for one-site and remote assistance;
  - i. Contractor must provide one 8-hour workday of onsite support per week, and up to twelve hours of remote support per week;
  - ii. Contractor will provide two additional 8-hour workdays for use during pre-planned, after hours work TBD.



- b. Additional cost for a second eight (8) hour day per week;
- c. Cost (hourly rate) of on-site support in excess of monthly allowance;
- d. Cost (hourly rate) of remote support in excess of monthly allowance;
- e. Cost (hourly rate) of on-site and remote assistance for after hours/emergency call out situations; and
- f. Additional “Ramp-up” Fees/Assessment Fees.

**This RFP reflects the current minimum support services required allowing the respondent to propose and price a solution to the known requirements. It is anticipated that specific support requirements and objectives will change over the life of this task order; resulting in BDA modifying the contract to incorporate the changes.**

**Criteria 2 - Contractor Qualifications and Experience (35 points)**

- a. Professional / Technical qualifications, certifications and technical training of Contractor and proposed Project Team. Include resumes of the proposed Project Team and included examples of relevant work experience.
- b. Discuss overall experience serving as a provider of network administration and computer support services including work on similar projects.
- c. Experience with Brooks specific equipment and systems environment including experience installing and troubleshooting IP/PBX phone systems.

**Criteria 3 - Understanding of Scope and Completeness of Response (15 points)**

Did the Respondent provide enough information highlighting their understanding of the Scope of Work?

**Criteria 4 - SBEDA (20 Points)**

- a. SBE (Small Business Enterprise)—1 point
- b. AABE (African American Business Enterprise)—1 point
- c. MBE (Minority Business Enterprise)—1 point
- d. LBE (Local Business Enterprise)—10 points
- e. DBE/HUE (Disadvantaged Business Enterprise/ Historically Underused Enterprise) – 5 points
- f. WBE (Woman-Owned Business Enterprise)—1 point
- g. GFE (Good Faith Effort)—1 point

**Goals for this contract are as follows:**

- a. MBE (Minority Owned Business) 31%**
- b. WBE (Women-Owned Business) 10%**
- c. AABE (African-American Owned Business) 2.2%**
- d. SBE (Small Business Enterprise) 50%**

\*An LBE is defined as a firm headquartered or having a significant 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.

## 2. **GENERAL EVALUATION PROCESS CRITERIA**

BDA will conduct a comprehensive, fair and impartial evaluation of all submittals received in response to this RFQ. **BDA reserves the right to require a mentor/protégé relationship, award a contract to one or more Respondents, or require Respondents to work together on one contract.** An evaluation team will be established to evaluate the proposals. The team will include employees of BDA and may include other impartial individuals who are not BDA employees. The evaluation team may select all, some or none of the Respondents for interviews. If the BDA elects to conduct interviews, Respondents **may be** interviewed and re-scored based upon these same criteria, or other criteria to be determined by the evaluation team. BDA may also request additional information from Respondents at any time prior to final approval of a selected respondent. The BDA reserves the right to select one, more than one, or none of the Respondents to provide services. Final approval of a selected Respondent/s is subject to the action of the BDA Board of Directors.

## 3. **NEGOTIATION AND BEST AND FINAL OFFER (AS APPLICABLE)**

- a. Following the submission of responses, negotiations may or may not be conducted with a qualified Respondent. After negotiations with any qualified Respondent, BDA may request a Best and Final Offer (BAFO) from each Respondent determined by BDA to be in the competitive range.
- b. Separate meetings with more than one Respondent may be conducted during the same time frame; however, negotiation sessions with a Respondent will not be held in the presence of another Respondent.
- c. Respondents submitting proposals should be cognizant that BDA's Evaluation Team has sole discretion to determine what proposals constitute the "best value and offer" for BDA. Consequently, Respondents are urged to submit their best possible proposal on their original submittal.
- d. If a contract is not finalized in a reasonable period of time, BDA will open negotiations with the next ranked Respondent. Final selection and approval is subject to BDA Board Approval.

## **VII. INQUIRIES**

1. All inquiries shall be submitted in writing to Lucynda Massey at facsimile (210) 678-3338 or by email to [lucynda.massey@brookscity-base.com](mailto:lucynda.massey@brookscity-base.com) with a CC Valerie Humphreys at [valerie.humphreys@brookscity-base.com](mailto:valerie.humphreys@brookscity-base.com).

- a. **Please do not send questions to any other individual except those listed;**
  - b. A confirmation email will be provided upon receipt of email. If a confirmation is not received within 24 hours please contact the BDA office at 210-678-3300.
2. All inquiries submitted in writing to Lucynda Massey will result in written responses with copies posted to the BDA website: [www.brookscity-base.com](http://www.brookscity-base.com).
3. **Upon issuance of the RFP, beside written inquiries as described above, other employees and representatives of the BDA will not answer questions or otherwise discuss the contents of the RFP with any potential vendor or their representatives. Failure to observe this restriction may result in the disqualification of any subsequent response. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this proposal.**
4. All inquiries are due by the date and time outlined in the schedule; inquiries received after that date and time shall not receive a response.

## **VIII. STANDARD TERMS AND CONDITIONS**

### A. Affirmation

The Respondent affirms that they are duly authorized to execute the proposed contract, that this company, corporation, firm, partnership or individual has not prepared this offer in collusion with any other Respondent, and that the contents of this offer as to prices, terms or conditions of said offer have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the opening of the bid or official award of this contract, as applicable.

### B. Standards

The awarded Consultant shall agree that the performance of work and services under this RFP shall conform to high professional standards.

### C. Technical Specifications

All services acquired under this RFP must meet or exceed the specifications stated in Appendix B - Scope of Work.

### D. Record Keeping and Inspection of Records

The awarded Consultant shall maintain, and to the extent appropriate and, where applicable, shall require all sub-consultant(s) to maintain, books, records and other compilations of data pertaining to the performance and compliance with the provisions and requirements of this RFP, to the extent and in such detail as shall properly substantiate claims for payment. Such records shall include among other things, time sheets, payroll calculations and checks, and

employee personnel records. BDA, its employees and its agents, including properly authorized independent quality assurance Consultants, and BDA officials such as BDA Auditor or its duly authorized representatives, shall have the right, at reasonable times and upon reasonable notice, to examine or audit the work products, books, records, and other compilations of data of the awarded Consultant which pertain to the performance of the provisions and requirements of the Contract. During the course of the Contract, access to these items shall be provided at the awarded Consultant's office at all reasonable times. Such access shall include on-site audits, review and copying of records, and inspection of records at awarded Consultant's offices.

#### E. Termination for Cause

Without prejudice to any other legal or equitable right or remedy that BDA would otherwise possess hereunder or as a matter of law, BDA upon giving the awarded Consultant five (5) calendar days prior written notice of termination shall be entitled to terminate this Agreement in its entirety at anytime for the following:

1. If the awarded Consultant becomes insolvent, files for bankruptcy protection, or makes a general assignment for the benefit of creditors, or.
2. If a receiver, trustee or liquidator, is appointed for any of Consultant's property or income; or
3. If the awarded Consultant shall fail to perform the work, or any part thereof, with diligence necessary to insure its progress and completion as prescribed by the time schedules; or
4. If the awarded Consultant shall fail to remedy any default within thirty (30) calendar days after BDA provides Consultant with a written notice of said default; or
5. If the awarded Consultant shall fail, for any reason, to make payments due under the Contract, if any; or
6. If the awarded Consultant commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement BDA has the exclusive right to determine if Consultant is in substantial default under the Contract.

#### F. Other Termination

This Contract may be terminated in the event that federal, state laws, or BDA resolution or other requirements (including rules, regulations, and other stipulations) should be amended or judicially interpreted so as to render continued performance of this contract, by either party, unreasonable or impossible.

#### G. No Cost Reimbursement

BDA will not reimburse any Respondent for any costs and expenses associated with the preparation of a proposal submittal or travel expenses for a formal presentation or interview in response to this RFP.

#### H. Conflict of Interest Disclosure

Respondent warrants and certifies that it, its individual officers, employees and agents are neither officers nor employees of BDA or any BDA agencies. Respondent further warrants and certifies that it, its individual officers, employees and agents do not have a prohibited financial interest as proscribed by the Ethics Code of the State of Texas. An officer or employee has a "prohibited financial interest" in a Contract with BDA or in the sale to BDA of materials, supplies, or service, if any of the following individuals or entities is a party to the sale: BDA officer or employee; his or her parent, child, or spouse.

#### I. Independent Consultant

It is expressly understood and agreed that the Respondent, if selected, and all persons designated by it to provide services in connection with this engagement is and shall be deemed to be an independent Consultant, responsible for its respective acts or omissions, and that BDA shall in no way be responsible therefore and that neither party hereto has authority to bind the other or to hold out to third parties that it has the authority to bind the other.

#### J. Licensing, Certification, and Training

Respondent, by submitting a proposal, warrants that he, she or its entity has the requisite licenses, certifications and training to perform the services listed herein.

#### K. Incomplete Response

Failure to submit completed forms and information as required by this RFP may result in the Respondent's proposal being deemed non-responsive.

#### L. Ownership of Records

All Proposals and any related documents received in response to this RFP shall become the property of BDA without any restriction on usage and are non-returnable. Respondent may maintain a copy of any such material for their records. BDA shall own the entire copyright of whatever nature or extent and in all media whatsoever to any documents (records) produced through the expenditure of public funds as provided by Section 201.005, Texas Local Government Code.

M. Compliance with All Applicable Laws and Regulation

Selected Respondent agrees that while in the performance of duties, obligations and covenants under contract, it shall comply with all Federal, State, and Local laws, rules and regulations.

N. Texas Public Information Act

Respondent acknowledges that all information submitted to BDA in response to this RFP is subject to the Texas Public Information Act. All responses become property of BDA upon receipt and will not be returned. Any information deemed to be confidential by the Respondents should be clearly noted on the page or pages where such confidential information is contained; however, BDA cannot guarantee that it will not be compelled to disclose all or part of said information as part of a public record under the Act, since information deemed to be confidential by the Respondent may not be considered confidential under Texas law.

O. BDA Reservation of Rights

BDA reserves the right to reject any or all Proposals and reserves the right to issue a subsequent RFP or cancel the entire RFP process. BDA reserves the right to contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such clarification is deemed desirable by BDA. BDA reserves the right to evaluate the responses submitted, to waive any informalities and irregularities therein, to select candidates for interview, or to reject any or all submittals should it be deemed in BDA's best interest. BDA reserves the right to negotiate with any, all or none of the Respondents.

P. No Contract or Agreement

The purpose of this RFP is to provide BDA with information pertinent to the firm. This information will be utilized by BDA to determine if a firm is eligible to conduct business with BDA. Nothing in this RFP, whether explicitly or implicitly presented, should be construed by any firm as the basis for a contractual arrangement. Submission of a Proposal does not commit BDA to investigate or invite further written or oral presentations from perspective firms nor does it commit BDA to award a contract to any Respondent. Final award and approval of a contract, if any, is subject to BDA board approval.

Q. Contract Continuity/Transitional Period

In the event the services are scheduled to end either by contract expiration or by termination by BDA (at BDA's discretion), it shall be incumbent upon the Consultant to continue the service, if requested by BDA, until new services can be completely operational. At no time shall this transitional period extend more than one hundred and eighty (180) days beyond the expiration date of the existing contract. The Consultant will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by BDA.

## **IX. SPECIAL TERMS AND CONDITIONS**

### 1. Contract Term

- a. The Contract resulting from this RFP shall be for an initial term of twelve (12) months, starting October 1, 2014 and ending September 30, 2015, thereafter subject to termination provisions as will be set forth in a Contract. BDA reserves the right to extend the contract period for three (3) successive one (1) year periods should such an extension be mutually agreeable to BDA and the Awarded Respondent.
- b. BDA reserves the right to extend the term of the contract in 30 day increments not to exceed 90 days, provided, the BDA shall give the Consultant a preliminary written notice of its intent to extend at least ten (10) days before the contract expires. The preliminary notice does not commit BDA to an extension.
- c. All representatives made in the proposal will be incorporated into any contract that may be awarded as a result of this bid.
- d. Payments are net 30 days.

### 2. Contract Services

The awarded Consultant shall furnish all services to successfully perform all the requirements as specified under this RFP.

### 3. Other Awarded Contractor Requirements (as applicable)

The awarded Contractor shall agree to the terms and conditions for the additional items as follows:

#### a. Debarment

1. Respondent certifies that it does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained;
2. Certifies (in accordance with the Guidelines below) that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency OR where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participation shall attach an explanation to this offer.

GUIDELINES FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

By signing and submitting this offer, the prospective lower tier participant is providing the certification set out below.

- a. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- b. The prospective lower tier participant shall provide immediate written notice to the person to whom this offer is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- c. The terms covered transactions, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which the proposal is submitted for assistance in obtaining a copy of those regulations.
- d. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,



suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency which this transaction originated.

- e. The prospective lower tier participant further agrees by submitting this offer that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- f. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
- g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- h. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters

into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR par 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including and/or debarment.

- b. Safe working area; and
- c. The awarded Respondent is responsible for maintaining a safe work area and securing all tools and materials at the end of each work day. BDA shall not be responsible for or liable to replace any missing items that belong to the awarded Contractor or subcontractor(s).

**APPENDIX A  
CONTRACTOR'S VENDOR PROFILE**

- 1. Respondent Information:** Provide the following information regarding the Respondent. (NOTE: Co-Respondents are two or more entities proposing as a team or a legally established joint venture with each signing the contract, if awarded. A joint venture is defined as a business undertaking by two or more parties in which profits, losses, and control are shared. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal is a joint venture, provide the required legal formation documentation).

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

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

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

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

E-mail address: \_\_\_\_\_

List here, any other names under which Respondent has operated within the last 10 years. (add space as needed)

\_\_\_\_\_

- 1.2 Business Structure:** Check the box that indicates the business structure of the Respondent. **(Please include W9)**

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

Partnership \_\_\_\_\_

Corporation If checked, check one:  For-Profit  Nonprofit

Also, check one:  Domestic  Foreign

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

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

Yes  No

- 1.4** Is Respondent authorized and/or licensed to do business in Texas?

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

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

1.5 Where is the Respondent's corporate headquarters located? To receive SBEDA credit for a local office, the firm must be headquartered or have a significant 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 \_\_\_\_\_.

i. Address (please provide a Google map image): \_\_\_\_\_  
\_\_\_\_\_

ii. How Long has the Respondent conducted business from the headquarters? \_\_\_\_\_

iii. State the number of full time employees at the corporate headquarters.  
\_\_\_\_\_

Branch Office: Does the Respondent have a significant presence within Bexar County (Trailers on construction sites do not count)? A branch office is a non-headquartered business that has a significant 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 \_\_\_\_\_.

Yes  No  If "Yes", respond to **a., b., c., and d.** below:

a. Address (please provide a Google map image): \_\_\_\_\_  
\_\_\_\_\_

b. Is this a Post Office (P.O.) Box?

Yes  No

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

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

d. State the number of full-time employees at the San Antonio office (to receive SBEDA credit for a branch office, it must be located in Bexar County for at least one year and must employ a minimum of 10 residents of Bexar County for use at the local branch office). \_\_\_\_\_

1.8 Organizational Chart: Attach a one page copy of your business organizational chart for the portion of your business that will be involved with this project, complete with names and titles, identify as Attachment 1.8.

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

Yes  No

If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

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

Yes  No

If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

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1.11 **LITIGATION DISCLOSURE - Failure to fully and truthfully disclose the information required by this Litigation Disclosure may result in the disqualification of your bid/proposal from consideration or termination of the contract, once awarded.**

A. 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

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

Yes  No

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

Yes  No

D. Are you currently or in the last five years have you had any litigation with BDA or the City of San Antonio (except to the extent prohibited by law, persons who are engaged in litigation related to Tax Increment Financing (TIF) or Tax Increment Financing Zone (TIRZ) or adversarial proceedings related to TIF or

TIRZ against the BDA or the City are ineligible to obtain or continue the use of TIF as principals or participants for the duration of the litigation. A principal or participant includes the TIF applicant, BDA, BDA's contractors, affiliates, sponsors, payroll employees, or relatives of the first degree of consanguinity. Accordingly, the BDA shall not consider a project proposing the use of TIF, designate a TIRZ, enter into any TIF contracts or agreements with, or authorize or make any TIF payments to persons engaged in litigation related to TIF or TIRZ or adversarial proceedings related to TIF or TIRZ with the BDA or the City. Ineligible persons shall be excluded from participating as either participants or principals in all TIF projects during the term of their litigation. "Person" includes an individual, corporation, organization, government or governmental subdivision or agency, business trust, estate, partnership, association, and any other legal entity). (See Appendix H)

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 and submitted with your bid/proposal as Attachment 1.11.

**2. EXPERIENCE**

2.1 POINT OF CONTACT:

- 2.1.1 Name of the proposed Point of Contact: \_\_\_\_\_
- 2.1.2 Number of years of experience (including previous employment): \_\_\_\_\_
- 2.1.3 \_\_\_\_\_ Number of years employed with this organization \_\_\_\_\_

2.2 LETTERS OF REFERENCE may be included as attachment 2.2. Letters of reference should be relevant to this project. Letters of reference are optional.

2.3 Business Type:

NAICS Description: \_\_\_\_\_

NAICS Number: \_\_\_\_\_

(Please go to [www.naics.com/search](http://www.naics.com/search) to determine NAICS for your organization).

**2.4 IMPORTANT!! PLEASE ATTACH COPIES OF ALL CERTIFICATIONS:**

- a. Are you certified by the **South Central Texas Regional Certification Agency (SCTRCA)** as a Small Business Enterprise (SBE)? YES \_\_\_ NO \_\_\_
  
- b. Are you certified by SCTRCA as a Minority Business Enterprise (MBE)? YES \_\_\_ NO \_\_\_ If yes, Certification No. \_\_\_\_\_
  - \_\_\_ African American
  - \_\_\_ American Indian or Alaskan Native
  - \_\_\_ Asian or Pacific Islander
  - \_\_\_ Hispanic
  - \_\_\_ Two or More Different Minorities
  
- c. Are you certified by SCTRCA as a Women-Owned Business Enterprise (WBE)? YES \_\_\_ NO \_\_\_ If yes, Certification No. \_\_\_\_\_
  
- d. Are you certified by SCTRCA as a Disadvantaged Business Enterprise (DBE)? YES \_\_\_ NO \_\_\_ If yes, Certification No. \_\_\_\_\_

If not certified, will your business seek certification?

YES \_\_\_ NO \_\_\_

*Contractors can obtain certification from the entities below:*

**SOUTH CENTRAL TEXAS REGIONAL CERTIFICATION AGENCY (SCTRCA)**  
3201 Cherry Ridge, Ste. C-319, San Antonio, Texas 78230 Office: 210-227-4722,  
Fax: 210-227-5712, Website: [www.sctrca.org](http://www.sctrca.org)

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**Contractor Signature & Title**

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**Date**

## **APPENDIX B SCOPE OF WORK**

The following specifications are a statement of the minimum level of work and services which Contractor must provide and should not be construed as maximum performance levels. Contractor will furnish all skilled labor (i.e. Network Administrator, Desktop Technician, etc.) and equipment to perform the functions below in a safe and efficient manner consistent with industry standards.

### **Manage / Troubleshoot Network Issues – 10%**

1. Interact with Brooks' voice and/or data service providers to resolve connection issues.
2. New VLAN setup and support for existing VLAN's.
3. LAN Fiber & Copper uplinks to distributed campus locations.
4. T1 extension via fiber and/or copper extenders.
5. Maintain Cisco ASA5512, ProCurve 5308XL chassis and blades, and ProCurve WAP's.

### **Maintain Brooks Development Authority Exchange Server – 10%**

1. Create / Expire / Troubleshoot Exchange 2013 accounts.
2. Maintain and troubleshoot Outlook Web Access 2013 intra & internet.
3. Create / Remove / Troubleshoot Mobile Sync of user Exchange account to phones, tablets and similar mobile devices.

### **Desktop Support – 10%**

1. Resolve user email, application, printing, and network resource access issues.
2. Assist with new system deployment and recovery.
3. Hardware upgrades such as hard drive, video card and monitor replacements.

### **Domain / Active Directory – 20%**

1. Assistance with the creation & modification of Domain Group Policies.
2. Maintain DNS, DHCP, VPN, FTP and other services.
3. Manage operating systems & application updates using WSUS.

### **Other – 50%**

1. Monitor scheduled backups (Weekly/Monthly) for errors and completion.
2. Review and monitor server event logs. Resolve errors recorded in event logs.
3. Work with IT staff to maintain DR and Administrator documentation.
4. Assist in the planning and implementation of upgrades to Server OS's, DBMS, and Active Directory.

### **Reporting**

The Contractor will engage in regular communication with the IT, Communications and Project Manager and provide reports of services provided on a monthly basis. The reports will include documentation of network outages and remedies, software or hardware upgrades performed, changes to administrator password(s) and other information contained within the DR and Administrator documentation.



**After Hour/Emergency Call Out**

The BDA operates during regular business hours of 8AM to 5PM Monday through Friday. The Contractor shall be required to perform scheduled maintenance, unscheduled maintenance and repairs as necessary, and be available on a 24 hour-per-day, 365 day-per-year basis including emergency call-out service. Contractor should be able to respond by phone or via remote control software within 30 minutes of notification and shall provide onsite response to an emergency incident within two (2) hours following notification if the problem cannot be corrected remotely. Contractor shall submit to the IT, Communications and Project Manager a detailed on-call list and emergency contact information for each employee assigned to this account.

Contractor will also be available for scheduled after-hours and weekend work. This work will be scheduled in advance during non-business hours to minimize the impact on business operations.

**APPENDIX A**  
**Exhibit 1**  
***General Equipment/Software Environment***

**Server Environment**

**Server Hardware**

- 3 x Dell PowerEdge 2850
- 3 x Dell PowerEdge 2950
- 2 x Dell PowerEdge 2550
- 1 x Dell PowerEdge NF500
- 1 x Dell PowerEdge R710
- 1 x Dell PowerVault 120T
- 1 x OptiPlex1

**Server Software**

- MS Server Standard x64 2008
- MS Server Standard x86 2003
- MS SQL Server Standard x86 2005
- MS SQL Server Standard x86 2000
- MS Exchange Server Standard 2010/13
- Symantec Backup Exec 10
- Symantec Backup Exec System Recovery Server 2011
- Symantec Endpoint Protection V.12
- GFI MailEssentials 2014

**Client Environment**

**Client Hardware**

- 1 x Dell OptiPlex G980
- 1 x Dell OptiPlex 9010
- 19 x Dell OptiPlex 9020
- 4 x Dell Latitude E6250
- 1 x Dell Precision M4600
- 1 x Dell Precision M4700

**Client Software**

- Windows 7 Professional x86 & x64
- MS Office 2013 Professional x86
- Symantec Backup Exec System Recovery Desktop 2011
- Symantec Endpoint Protection V.12

**Network Environment**

- 1 x Cisco ASA5512
- 1 x HP ProCurve 5308XL
  - 4 x 16 Port 10/100/1000 Blade
  - 4 x 24 Port 10/100 PoE Blade
- 1 x HP ProCurve 610EPS

- 3 x HP ProCurve 2626-PWR
- 2 x HP ProCurve M310 Access Points
- 8 x Fiber/Copper Ethernet Media Converters
- 3 x Fiber T1 extenders (pairs)
- 2 x Copper T1 extenders (pairs)
- 1 x Cable Modem (Provided & Maintained by TWC)

### **Printing Equipment**

- 1 x HP DesignJet 4500ps Plotter
- 1 x Xerox 6204 Wide Format Printer
- 2 x Leased Large Volume Networked MFD
- 4 x Leased Desktop Networked MFD
- 5 x Leased Desktop Laser Printers

### **Health & Wellness Center (Gym)**

- 1 x HP 2610 24/12-PWR Switch
- 1 x Linksys BEFSR41 Router
- 2 x HP V-M200 AP's
- 1 x Cable Modem (Provided & Maintained by TWC)

## **Networking Services (grouped by provider)**

### **Cisco ASA**

- Firewall
- NAT

### **HP ProCurve 5308XL**

- VLAN configurations
- Intra-VLAN routing
- ACL's

### **Windows**

- DHCP
- DNS
- Active Directory
- File & Print Services
- Email
- SQL Services
- Intranet
- VPN

**APPENDIX C**  
**Confidentiality Statement/Non-Disclosure**  
**Contractor Confidentially Statement**

In consideration of the Brooks Development Authority retaining the services of \_\_\_\_\_ (Awarded Contractor) by contract executed by both parties as of (the "Contract"), and because of the sensitivity of certain information which may come under the care and control of the awarded Contractor, the awarded Contractor agrees that all information obtained, gathered, produced, or derived from or in connection with the Contract (Confidential Information) shall remain confidential and shall be released or divulged by the awarded Contractor only with advance, specific, written permission of the Brooks Development Authority. More specifically, the awarded Contractor agrees as follows:

- i. The Confidential Information may be used only to assist the awarded Contractor in the performance of its duties and responsibilities under the Contract. The awarded Contractor will not, at any time, use the Confidential Information in any fashion, form, or manner except in furtherance of the duties of the awarded Contractor in its capacity as an independent contractor to the BDA under the Contract.
- ii. The awarded Contractor agrees to maintain the confidentiality of the Confidential Information in the same manner that the confidentiality of the awarded Contractor's proprietary services of like kind is protected.
- iii. The Confidential Information may not be copied or reproduced without the BDA's advance written consent.
- iv. All Confidential Information made available to the awarded Contractor in written form, including copies thereof, shall be returned to the BDA upon the first to occur of (1) completion of the project or (2) request by the BDA.
- v. The foregoing shall not prohibit or limit the awarded Contractor's use of the information (including, but not limited to, data, ideas, concepts, know-how, techniques, and methodologies) (1) previously known to it, (2) independently developed by it, (3) acquired by it from a third party, or (4) which is or becomes part of the public domain through no breach of this agreement by the awarded Contractor.
- vi. This agreement shall become effective as of the date Confidential Information is first made available to the awarded Contractor and shall survive the Contract and be a continuing requirement. This agreement is incorporated into and made a part of the Contract for all purposes.

The breach of this Nondisclosure Agreement by the awarded Contractor shall entitle BDA to immediately terminate the Contract upon written notice to the awarded Contractor of such breach and to such other remedies available to the BDA in law and/or equity.

Acknowledged:

Awarded Contractor: \_\_\_\_\_

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

## APPENDIX D

### **INSURANCE AND BOND REQUIREMENTS**

BDA will require that the Insurance requirements contained in this Article be included in all its contracts or agreements for Public Improvements where Contractor is seeking payment under this Agreement, unless specifically exempted in writing by the BDA.

1. Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and the original completed Certificate(s) of Insurance to the BDA. The original certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The BDA will not accept a Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the BDA at the address listed in paragraph five (5).

2. The BDA shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the BDA. No officer or employee, other than the BDA's Contracts Manager, shall have authority to waive this requirement.

3. The BDA reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by the BDA's Contracts Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will the BDA allow modification whereupon the BDA may incur increased risk.

4. Contractor's financial integrity is of interest to the BDA, therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the Contractor or Contractor's Subcontractors, shall obtain and maintain in full force and effect during the construction of all Public Improvements required by the Final Project Plan and Final Financing Plan, and any extension hereof, at Contractor's or Contractor's Subcontractor's sole expense, insurance coverage written on an occurrence basis, **by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:**

| TYPE   | AMOUNTS   |
|--|---|
| 1. Workers' Compensation   | Statutory   |
| 2. Employers' Liability  | \$500,000/\$500,000/\$500,000   |
| 3. Broad Form Commercial General Liability Insurance to include coverage for the following:<br>a. Premises operations<br>b. Independent Contractors*<br>c. Products/completed operations<br>d. Personal Injury<br>e. Contractual Liability | For Bodily Injury and Property Damage of \$1,000,000 per occurrence;<br><br>\$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage |

|  |   |
|--|---|
| 4. Business Automobile Liability<br>a. Owned/leased vehicles<br>b. Non-owned vehicles<br>c. Hired Vehicles | Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence |
| 6. Contract's Pollution Liability*   | \$1,000,000 per occurrence  |
| 7. Builders Risk*<br>*if applicable  | 100% value of each phase of project   |

**To ensure that contractors insurance meets the AM Best rating of no less than A- please go to the AM Best website ([www.ambest.com](http://www.ambest.com)) or contact them at 908-439-2200. For Workers' Compensation only, Brooks City-Base will accept insurance written through a State Fund (documentation must be provided).**

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

Brooks Development Authority  
Attn: Accounting, Procurement, & Contracts Coordinator  
3201 Sidney Brooks  
San Antonio, Texas 78235

6. Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- a. Name the BDA and their respective officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under this Agreement, with the exception of the workers' compensation and professional liability policies;
- b. Provide for an endorsement that the "other insurance" clause shall not apply to the Brooks Development Authority where the BDA is an additional insured shown on the policy;
- c. Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the BDA; and
- d. Provide thirty (30) calendar days advance written notice directly to the BDA at the same address listed in paragraph 5 of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

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

8. In addition to any other remedies the BDA may have upon Contractor's and/or Contractor's Subcontractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the BDA shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor and/or Contractor's Subcontractor demonstrates compliance with the requirements hereof.

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

10. It is agreed that Contractor's and/or Contractor's Subcontractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by the Brooks Development Authority for liability arising out of operations under this Agreement.

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

12. Contractor agrees to obtain all insurance coverages with minimum limits of not less than those limits delineated in paragraph 4 from each subcontractor to Contractor and provide a Certificate of Insurance and Endorsement that names BDA as an additional insured.

## **WORKERS COMPENSATION INSURANCE COVERAGE**

1. Definitions:

- a. Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project for the duration of the project.
- b. Duration of the project - includes the time from the beginning of the work on the Phase of the Project until the contractor's/person's work on the project has been completed and accepted by the BDA.
- c. Persons providing services on the Project ("subcontractor" in §406.096 of the Texas Labor Code) - includes all persons or entities performing all or part of the services Contractor has undertaken to perform on the Project, regardless



of whether that person contracted directly with Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to the Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the Project, for the duration of the project.
3. Contractor must provide a certificate of coverage to the BDA prior to being beginning construction under this Agreement and prior to awarding any contract for construction of Public Improvements.
4. If the coverage period shown on Contractor's current certificate of coverage ends during the duration of the project, Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the BDA showing that coverage has been extended.
5. Contractor shall obtain from each person providing services on the Project, and shall provide to the BDA:
  - a. a certificate of coverage, prior to that person beginning work on the Project, so the BDA will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
  - b. no later than seven days after receipt by Contractor or Contractor's Subcontractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of project.
6. Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
7. Contractor shall notify the BDA in writing by certified mail or personal delivery, within 10 days after Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
8. Contractor shall post on the Zone Property a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage (not applicable).
9. Contractor shall contractually require each person with whom it contracts to provide services on the Project, to:

- a. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the project;
- b. provide to Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the project;
- c. provide Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- d. obtain from each other person with whom it contracts, and provide to Contractor:
  - (1) a certificate of coverage, prior to the other person beginning work on the Project; and
  - (2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- e. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- f. notify the BDA in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
- g. contractually require each person with whom it contracts with, to perform as required by subparagraphs a-g, the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing this Agreement or providing or causing to be provided a certificate of coverage, Contractor is representing to the BDA that all employees of Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. Contractor's failure to comply with any of these provisions is a breach of contract by Contractor which entitles the BDA to declare the Agreement void if Contractor does not remedy the breach within ten (10) days after receipt of notice of

breach from the BDA without necessity of the ninety (90) day cure period as set forth in Article X.

**BONDS (IF BID IS OVER \$99,999) – NOT APPLICABLE TO THIS PROJECT**

CONTRACTOR shall furnish, in a form acceptable to the BDA, a Performance and Payment Bond for the Project. Specifically, CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price excluding any amounts associated with any contractor-provided Design Professional Services, as security for the faithful performance and payment of all CONTRACTOR'S obligations to furnish, provide and pay for Construction and related materials under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in U.S. Treasury Circular 570 (as periodically amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

**PERFORMANCE BOND (NOT APPLICABLE TO THIS PROJECT):**

The contractor will provide a performance bond within 5 days of BDA contract award. The performance bond will be equivalent to 100% of the contract price. A performance bond is executed in connection with the contract to ensure fulfillment of all the contractor's obligations under such contract. Pursuant to state law, no performance bond will be required if the contract value is less than \$100,000. Alternative BDA performance security for contracts valued at less than \$100,000 includes retainage and partial payment upon phased completion formats.

**PAYMENT BOND (NOT APPLICABLE TO THIS PROJECT):**

The contractor will provide a payment bond within 5 days of BDA contract award. The payment bond will be equivalent to 100% of the contract price. A payment bond is executed in connection with the contract to assure payment by contractor as required by statute of all persons supplying labor, equipment and material in the execution of the work provided for in the contract. Pursuant to state law, no payment bond will be required if the contract value is less than \$25,000.

**CERTIFIED SURETIES (NOT APPLICABLE TO THIS PROJECT):**

If federal funding is involved, all bonds will be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR part 223, Surety Companies Doing Business with the United States.: If only local or state funding is involved, the sureties must be authorized and admitted to write surety bonds in Texas. If the amount of the bond on a state or locally funded project exceeds \$100,000, pursuant to the Texas Insurance Code Article 7.19-1©, the surety must also: (1) hold a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law; or (2) have obtained reinsurance for any liability in excess of \$100,000 from a reinsurer that is authorized and admitted as a reinsurer in this state and is the holder of a certificate

of authority from the United States secretary of the treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of this section, CONTRACTOR shall within thirty days thereafter substitute another Bond and surety meeting the requirements set forth in this Article.

All Bonds and insurance required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the State of Texas to issue Bonds or insurance policies for the limits and coverages so required. All surety and insurance companies shall carry a minimum A.M. Best's rating of A VII.

***Contractor acknowledges receipt of the insurance and bonds requirements, and understands it will be incorporated into any contract awarded.***

***Can the Respondent meet the Insurance requirements as written; with no modification or exceptions? YES \_\_\_ NO \_\_\_***

\_\_\_\_\_  
**Contractor Signature & Title**

\_\_\_\_\_  
**Date**

**APPENDIX E**  
BROOKS DEVELOPMENT AUTHORITY  
PROPOSAL AFFIDAVIT

AUTHORIZED OFFICER: Proposal containing statements, letters, etc., shall be signed by a duly authorized officer of the company, whose signature is binding on the proposal.

The undersigned offers and agrees to furnish all of the equipment/services upon which are stated in the accompanying proposal. The period of acceptance of this proposal will be one hundred and twenty days from the date of the proposal opening.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public, in and for the State of Texas on this day \_\_\_\_\_ personally appeared who, after being by me duly sworn, did depose and say:

“I, \_\_\_\_\_, am a duly authorized officer of/agent for \_\_\_\_\_, and have been duly authorized to execute the foregoing on behalf of the said \_\_\_\_\_.”

{NAME OF FIRM} \_\_\_\_\_

I hereby certify that the foregoing proposal has not been prepared in collusion with any other Proposer or other person or persons engaged the same line of business prior to the official opening of this proposal. Further, I certify that the Proposer is not now, nor has ever been, for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the services/commodities offered, or to influence any person or persons to offer or not to offer thereon.

NAME AND ADDRESS OF THE PROPOSER:

\_\_\_\_\_

TELEPHONE NUMBER

\_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me by the above named \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2014.

Notary Public in and for the State of \_\_\_\_\_.

**APPENDIX F**  
**SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY POLICY**  
**REQUIREMENTS**  
**HISTORICAL GOOD FAITH EFFORT PLAN**  
**SBEDA FORM 117C**  
**SUBCONTRACTORS LIST**

**Small Business Economic Development Advocacy (SBEDA) Policy Requirements**

It is the policy of the Brooks Development Authority to involve qualified small business and local business enterprises to the greatest extent feasible in BDA's professional service and other discretionary contracts. Pursuant to Brooks Development Authority, Board Resolution #021704-124, the Brooks Development Authority, its employees, contractors and subcontractors shall not discriminate on the basis of race, color, religion, national origin, sex, age or disability in the award and performance of contracts.

BDA has established the following overall contracting goals:

- |   |       |
|---|-------|
| <input type="checkbox"/> Minority-Owned Business Enterprise (MBE):          | 31.0% |
| <input type="checkbox"/> Women-Owned Business Enterprise (WBE):             | 10.0% |
| <input type="checkbox"/> African-American-Owned Business Enterprise (AABE): | 2.2%  |
| <input type="checkbox"/> Small Business Enterprise (SBE):                   | 50.0% |

Please note that a business could be classified in each category and therefore their utilization could be counted in each category of goals. For example, Company X submits proposal as a prime contractor for \$250,000 of services of which \$77,500 is subcontracted to Company Z. Company X retains \$172,500 of the contract. Company X is classified as local SBE, and Company Z is certified as an AABE, WBE, MBE and SBE. Goal compliance will be evaluated as follows:

Contract Amount: \$250,000

|      |   |            |    |       |
|------|---|------------|----|-------|
| MBE  | = | \$ 77,500  | or | 31.0% |
| WBE  | = | \$ 77,500  | or | 31.0% |
| AABE | = | \$ 77,500  | or | 31.0% |
| SBE  | = | \$ 250,000 | or | 100%  |

Company Z's \$77,500 subcontract counts towards MBE/WBE/AABE and SBE goals. Company X's \$172,500 balance counts towards the SBE goal. MBE's and WBE's submitting proposals as a prime contractor may count their status as such towards the appropriate goal. However, compliance with other goals (i.e., AABE, SBE, etc.) is required.

Proposals shall include a Good Faith Effort Plan (GFEP). The GFEP shall include specific documentation, as outlined in **SBEDA Form 117C, "Good Faith Effort Plan for Subcontractors and Professional Services" (Attached)**, that demonstrates a commitment by the proposer, to utilize minority and women business enterprises in a percentage which equals or exceeds the above goals. **Any proposals that does not include a completed GFEP shall be declared non-responsive.**

A firm may count toward the above goals a portion of the total dollar value of a contract with a joint venture equal to the percentage of MBE, WBE, AABE, or SBE participation in the joint venture. The MBE, WBE or AABE must be responsible for a clearly defined portion of the work to be performed, equal to a share in the ownership, control, management, responsibility, risks and profits of the joint venture.

Only companies certified as MBE, WBE, or DEB by the South Central Texas Regional Certification Agency (SCTRCA) can be applied towards the contracting goals. If not certified, please call the SCTRCA at (210) 227-4722. Proof of certification must be submitted utilizing, in part or in whole, a MBE or WBE firm.

**LOCAL AND DISADVANTAGED BUSINESS ENTERPRISE PERFORMANCE**

Contractors will be evaluated based on the level of Local and Disadvantaged Business Enterprise (DBE) Performance. Credit will be given to submittals as follows:

- A. Classification of the team or primary submitter as a local business.

**For Locally Headquartered Businesses:**

Ten percentage (10%) points if the respondent is has a significant 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.

In the cases of joint ventures or subcontractor relationships between local and out-of-town firms, the submittal will be given credit based on the percentage of local participation.

- B. Designation of the team or primary submitter as a DBE.

Five percentage (5%) points for disadvantaged business enterprises.

A business meeting the definition of a DBE shall receive 5 percentage points. In order to receive this designation, a company must be certified by the SCTRCA.

**HISTORICAL GOOD FAITH EFFORT PLAN  
SBEDA FORM 117C  
(For projects estimated to exceed \$200,000)**

NAME OF COMPANY: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

1. Identify all solicited contractor areas, actual or anticipated. (Use additional sheets as needed). If M/WBE contracting goal was met, skip to #9.

| COMPANY NAME &<br>TRADE AREA | EST.<br>PERCENTAGE/<br>DOLLAR<br>AMOUNT | DBE<br>(Y/N) | SCTRCA M/WBE<br>CERTIFICATION<br>NUMBER |
|------------------------------|---|--------------|---|
|                              |   |              |   |
|                              |   |              |   |
|                              |   |              |   |
|                              |   |              |   |
|                              |   |              |   |

2. If M/WBE contracting goal was not achieved in a percentage that equals or exceeds the BDA's M/WBE goal, please give explanation.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. List all M/WBE Listing or Directories utilized to solicit participation.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. List all contractor associations and other business associations solicited for M/WBE referrals.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



5. Discuss all efforts aimed at utilizing M/WBEs.

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6. Indicate advertisement mediums used for soliciting bids from M/WBEs.

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7. List all M/WBE bids received but rejected. (Use additional sheets as needed.)

| COMPANY NAME | CITY M/WBE<br>CERTIFICATION<br>NUMBER | DBE<br>(Y/N) | REASON FOR<br>REJECTION |
|--------------|---------------------------------------|--------------|-------------------------|
|              |                                       |              |                         |
|              |                                       |              |                         |
|              |                                       |              |                         |
|              |                                       |              |                         |
|              |                                       |              |                         |

8. Please attach a copy of company's M/WBE policy.

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

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10. This Good Faith Effort Plan is subject to the Brooks Development Authority's approval.

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SIGNATURE OF AUTHORIZED OFFICIAL

TITLE OF OFFICIAL

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DATE

PHONE

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**AFFIRMATION**

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

**NAME AND TITLE OF AUTHORIZED OFFICIAL: \_\_\_\_\_**

**SBEDA Form 101, Rev. 01/28/00**

**FOR BDA USE**

Plan Reviewed By: \_\_\_\_\_

Recommendation:            Approval \_\_\_\_\_            Denial \_\_\_\_\_

Action Taken:                Approved \_\_\_\_\_            Denied \_\_\_\_\_

\_\_\_\_\_  
Accounting, Procurement, & Contracts Coordinator

\_\_\_\_\_  
Date

**APPENDIX G**  
**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**  
**DEBARMENT AND SUSPENSION CERTIFICATION**

The undersigned, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any state or federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**APPENDIX H**  
**Ethics Disclosure**

**Disclosure of Parties, Owners, and Closely Related Persons**

For the purpose of assisting the BDA in the enforcement of provisions contained in the BDA's Charter and the code of ethics, an individual or business entity seeking a discretionary contract from the BDA is required to disclose in connection with a proposal for a discretionary contract:

- (1) The identity of any individual who would be a party to the discretionary contract;

- (2) the identity of any business entity that would be a party to the discretionary contract:

\_\_\_\_\_ and in the name of

- (A) any individual or business entity that would be a subcontractor on the discretionary contract;

- (B) any individual or business entity that is known to be a partner, or a parent or subsidiary business entity, of any individual or business entity who would be a party to the discretionary contract;

- (3) the identity of any lobbyist or public relations firm employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract;

**Political Contributions**

Any individual or business entity seeking a discretionary contract from BDA must disclose in connection with a proposal for a discretionary contract all political contributions totaling on hundred dollars (\$100) or more within the past twenty -four (24) months made directly or indirectly to any member of **BDA, San Antonio City Council or to any political action committee that contributes to BDA or City Council elections**, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to contributions made by the individual's spouse, whether statutory or common-law.

**To Whom Made:** \_\_\_\_\_ **Amount:** \_\_\_\_\_ **Date of Contribution:** \_\_\_\_\_

**Disclosure in Proposals**

Any individual or business entity seeking a discretionary contract with the BDA shall disclose any known facts which, reasonable understood, raise a question as to whether any city official would violate Section 1 of Part B by participating in official action relating to the discretionary contract.

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**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CONFLICT OF INTEREST**

**CONFLICT OF INTEREST QUESTIONNAIRE** **FORM CIQ**  
**For vendor or other person doing business with local governmental entity**

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This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

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1. Name of person doing business with local governmental entity.

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2.  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

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4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

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**CONFLICT OF INTEREST QUESTIONNAIRE** **FORM CIQ**  
**For vendor or other person doing business with local governmental entity**

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5. Name of local government officer with whom filer has affiliation or business relationship.  
(Complete this section only if the answer to A, B, or C is YES)

This section, item 5 including subparts A, B, C, & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes                      No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes                      No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes                      No

D. Describe each affiliation or business relationship.

---

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

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\_\_\_\_\_  
Signature of person doing business with  
the governmental entity.

\_\_\_\_\_  
Date

## **APPENDIX I INDEMNIFICATION**

BDA acknowledges that it is a political subdivision of the State of Texas and is subject to, and comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, § 101.001 et seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

No Joint Enterprise. There is no intention on the part of BDA or the Contractor to create or otherwise form a joint enterprise under or pursuant to this Agreement. BDA is engaging in economic development of base property and areas around the base property pursuant to Local Government Code Chapter 379B.

Contractor covenants and agrees to have each of itself and its subcontractors FULLY INDEMNIFY and HOLD HARMLESS, the BDA (and the elected officials, employees, officers, directors, volunteers and representatives of the BDA) and the BOARD (and the officials, employees, officers, directors, volunteers and representatives of the BOARD), individually or collectively, from and against any and all defense costs, claims, liens, damages, judgments, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind in law or in equity and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the BDA and/or BOARD directly or indirectly arising out of, resulting from or related to Contractor's or Contractor's Subcontractor's activities under this Agreement, including any acts or omissions of any agent, officer, director, representative, employee, consultant or subcontractor of Contractor's Subcontractor and their respective officers, agents, employees, directors, and representatives while in the exercise or performance of the rights or duties under this Agreement.

The indemnity provided in the forgoing paragraph shall not apply to any liability resulting from the sole negligence of the BDA (and the elected officials, employees, officers, directors, volunteers and representatives of the BDA) or the BOARD (and the officials, employees, officers, directors, volunteers and representatives of the BOARD), in instances where such negligence causes personal injury, death, or property damage, except to the extent provided below.

**IN THE EVENT CONTRACTOR'S SUBCONTRACTOR, BDA AND/OR THE BOARD ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE BDA AND/OR THE BDA BOARD UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS, FEDERAL, OR INTERNATIONAL LAW.**

Contractor shall advise the BDA and the BOARD in writing within 24 hours of any claim or demand against the BDA and/or the BOARD, or Contractor known to Contractor related to or arising out of Contractor's Subcontractor's activities under this Agreement. Contractor's Subcontractor shall see to the investigation and defense of any such claim or demand against Contractor's Subcontractor, the BDA or the



BOARD at Contractor's Subcontractor's sole cost until the BDA or the BOARD is found to be negligent by a court of competent jurisdiction. The BDA and the BDA BOARD shall have the right, at their option and at their own expense, to participate in such defense without relieving Contractor's Subcontractor of any of its obligations under this paragraph.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

***Contractor acknowledges receipt of the indemnification document, and understands it will be incorporated into any contract awarded.***

***Can the Contractor meet the Indemnification requirements as written; with no modification or exceptions? YES \_\_\_\_ NO \_\_\_\_***

\_\_\_\_\_  
Contractor Signature & Title

\_\_\_\_\_  
Date

**APPENDIX J**  
**Addendums**

I acknowledge receipt of all addendums and special provisions.

\_\_\_\_\_  
Signature & Title

\_\_\_\_\_  
Date

## PROPOSAL CHECKLIST

Be sure to include the following items:

- One (1) hard copy of the proposal (including appendices A-J) in a three ring binder.<sup>3</sup> BDA requests that appendices not be manipulated with software. Typed or handwritten appendixes are acceptable; and
  - Appendix A – Contractor’s Vendor Profile;
  - Appendix C – Confidentiality Statement;
  - Appendix D – Insurance Requirement Affidavit;
  - Appendix E – Proposal Affidavit;
  - Appendix F– Small Business Economic Development Advocacy (SBEDA) Requirements;
    - Historically Good Faith Effort Plan;
  - Appendix G – Ethics Ordinance Required Disclosure;
  - Appendix H – Debarment & Suspension Certification
  - Appendix I - Indemnification Requirements;
  - Appendix J – Retainage and Final Payment;
  - Appendix K – Addendums
- One (1) CD-Rom or USB drive containing the proposal (**without appendices**) which specifically address the criteria as referenced on **page 7**; limited to 15 pages (**Do not include copies of the Appendices on the CD-ROM or USB drive. It is the responsibility of the bidder to ensure that all copies of the CD-ROMS or USB drives are readable and not corrupt**).