

## 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 PROPOSALS (RFP)  
FOR  
FINANCIAL ADVISOR SERVICES  
Bid #06142013-013**

June 14, 2013

Proposals will be received by the BROOKS DEVELOPMENT AUTHORITY at 3201 Sidney Brooks, San Antonio, TX 78235 until 10AM CST, on August 1, 2013 for Financial Advisor 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 Financial Advisor Services  
ATTN: Sha-Rone V. Caffie-Reyes, Purchasing and Contracts Manager  
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

FINANCIAL ADVISOR SERVICES  
BID #06142013-013  
PROJECT

JUNE 14, 2013  
ISSUE DATE

JULY 10, 2013  
10:00 AM

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

FINAL QUESTIONS ARE DUE BY 10 AM ON JULY 15, 2011. 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, 2013.

**AUGUST 1, 2013**  
**10:00 AM**  
**SUBMITTAL DEADLINE**

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

**\*BDA offices will be close July 4, 2013 in observance of Independence Day. No mail will be received on this date.**

## TABLE OF CONTENTS

I.	GENERAL INFORMATION	5
II.	SCOPE OF WORK	5
III.	SCHEDULE	5
IV.	PROCEDURES FOR SUBMISSION	6
V.	PREPARATION OF PROPOSALS	6
VI.	RFP REQUIREMENTS AND SELECTION PROCESS	7
VII.	INQUIRIES	12
VIII.	STANDARD TERMS AND CONDITIONS	12
IX.	SPECIAL TERMS AND CONDITIONS	15
	o Appendix A – Contractor’s Vendor Profile	17
	o Appendix B – Scope of Work	22
	o Appendix C - Confidentiality Statement	24
	o Appendix D – Insurance Requirement Affidavit	26
	o Appendix E – Proposal Affidavit	33
	o Appendix F– Small Business Economic Development Advocacy (SBEDA) Requirements	34
	▪ Historically Good Faith Effort Plan	36
	o Appendix G – Debarment and Suspension Certification	39
	o Appendix H - Ethics Ordinance Required Disclosure	40
	o Appendix I – Indemnification Requirements	44
	o Appendix J – Addendums	46
X.	PROPOSAL CHECKLIST	47

**REQUEST FOR PROPOSALS (RFP)  
FOR  
FINANCIAL ADVISOR SERVICES  
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 financial advisor services in accordance with the Scope of Work. It is BDA's desire to award this contract to one firm. The contract period shall be three (3) years beginning with the effective date being the date on which the last party to the contract has signed and dated the document. The contract may be extended with two (2) one year (1yr) renewal options upon mutual consent between the BDA and the Consultant. If mutual consent cannot be reached, it is BDA's option to terminate the agreement.

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 14, 2013
Non-Mandatory Pre-Proposal Meeting	July 10, 2013 @10:00 am
*All questions due NLT	July 15, 2013 @10:00 pm
Proposal due	August 1, 2013 @10:00 am
Contract Award	October 2013

- i. Pre-proposal conference is **non-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 15, 2013 will be answered and posted on the BDA website on July 18, 2013;

#### **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 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 in a three ring binder, (including appendices) 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**). The original set of documents must be signed by a person with the authority to bind the RESPONDENT to a legal document.
  - One complete copy of Appendices A-J should be included in the three ring binder. BDA requests that appendices not be manipulated with software. Typed or handwritten appendixes are acceptable.
3. RFP must be submitted in a sealed envelope prior to 10:00 am on August 1, 2013 (**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 #06142013-013  
Attn: Purchasing and Contracts Manager  
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 eight (8) 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. Qualifications and Experience	20 points
b. Experience with Lending Institutes	5 points
c. Experience with Changes Occurring in the Capital Markets in General and Municipal Capital Markets Specifically	10 points
d. Quantitative Capabilities	20 points
e. Availability of Resources	10 points
f. Fees	10 points
g. Firms Capital	5 points
h. 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 RFQ 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.

#### **Criteria 1 – Qualifications and Experience**

**(20 points)**

- a. A description of the firm's qualifications to provide financial advisor services with emphasis on economic development and revenue bond financings. Include in the response the firm's years of experience and qualifications and the assigned individuals years of experience and qualifications. The response should include financial advisor experience for economic development financing including multiple sources of funding. Provide a list of transactions in which your firm has served as the financial advisor and as an underwriter since January 2009.
- b. Provide three references of governmental entities in Texas for whom your firm currently provides Financial Advisory services.



**Criteria 2 – Experience with Lending Institutions (05 points)**

Describe the transactional experience of the firm and individuals assigned to the BC-B in working with lending institutions in structuring subordinate lien loans within the context of the total financing structure. This experience should also describe work with private entities and equity participants.

**Criteria 3 – Experience with Changes Occurring in the Capital Markets in General and Municipal Capital Market Specifically (10 Points)**

Describe the experience, innovations, and adjustments of the firm and individuals assigned to the BC-B to adapt to changes occurring in the capital markets in general and public finance specifically since 2007. Include in your narrative, examples of market adjustments the firm and individuals assigned to the BC-B have experienced and/or introduced to effectuate a successful financing. Describe how the firm and individuals have assisted issuers of non-rated and “BBB” rated obligations structure financing that have resulted in a successful financing transaction.

**Criteria 4 – Quantitative Capabilities (20 Points)**

Describe the firm’s quantitative capabilities including IT resources and the number of professionals that will be assigned to the BC-B and their location. Explain your capability to address the following:

- c. Quantitative capability to structure complicated financings involving multiple sources of funding;
- d. Technical experience and capability to incorporate IRS, legal, and market considerations into the quantitative output;
- e. Ability to develop long-term plans of finance;
- f. Ability to produce “what if” and “sensitivity” analysis;
- g. Experience and ability to incorporate statistics and financial risk management assessments and values into a plan of finance; and
- h. Ability to apply optimization modeling to multiple sources of funding.

This RFP does not require and will not score number runs or quantitative modeling. If Respondent wishes to provide a demonstration of quantitative capability such information should be submitted as an attachment to the proposal.

**Criteria 5 – Availability of Resources (10 Points)**

Information relative to the capabilities and resources of the firm’s local and Texas offices, including a summary of physical resources that would be assigned to the BC-B and an organizational chart indicating the relevant areas of responsibility of each consultant assigned to work on these matters. The submission shall identify a primary office location. If

Respondent does not have an office located in Bexar County describe firm's ability to respond to issues and describe impact on cost to perform financial advisory services.

**Criteria 6 – Fees**

**(10 Points)**

Provide a fee structure, including hourly rates, based on a bond issuance and/or financing transaction that could include various types of bonds, i.e., current interest bonds, capital appreciation bonds, Qualified Energy Conservation Bonds, variable rate bonds; new market tax credits, EB-5 funding, direct placement loan(s), and equity. The aforementioned is not intended to be exhaustive but informative as to the complexity that may be involved with the development and successful execution of a financial transaction that utilizes multiple sources of funding and multiple types of debt and/or equity instruments.

**Criteria 7 – Firm's Capital**

**(05 Points)**

Provide a brief description of the firm's capital structure to include total capital, equity, net capital and excess capital. Explain changes that have occurred within your firm over the last six months regarding staffing, capital, organizational structure, as well as future changes you expect may occur. Provide a copy of the firm's most recent audited financial statements.

**Criteria 8 - 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:**

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

\*An LBE is defined as a corporation, partnership, sole proprietorship, or other legal entity, which is headquartered within Bexar County for at least one (1) year. For a branch office of a non-headquartered business to qualify as an LBE, the branch office must be located within Bexar County for at least one year and must employ a minimum of ten (10) residents of Bexar County for use at the local branch office.

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

The RFP is the first step in a competitive process aimed at identifying one or more qualified respondents. BDA will conduct a comprehensive, fair and impartial evaluation of all submittals received in response to this RFP. 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 selection committee, based on the selection criteria described in this document, **may** short-list the most qualified respondents. BDA retains the right to select only one respondent at this stage and negotiate a contract. BDA may also determine that no qualified submittals have been received and reject all submittals.

If the BDA elects to conduct interviews, each of the short-listed Respondents **may be** interviewed and re-scored based upon these same criteria, or other criteria to be determined by the selection committee (i.e. cover unique qualities, methodologies, or approaches taken to differentiate from other Respondents). Short-listed respondent's **may** be asked to provide additional information to the Owner regarding demonstrated competence and qualifications, considerations of the safety and long-term durability of the project, the feasibility of implementing the project as proposed, the ability to meet schedules, costing methodology, or other factors as appropriate. This additional information will be used in addition to prior information received in further evaluating the short-listed respondent's to determine a rank-order of the short-listed firms. Final approval of a selected Respondent 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 Contractor's responses, negotiations may or may not be conducted with a qualified Contractor. After negotiations with any qualified Contractor, BDA may request a Best and Final Offer (BAFO) from each Contractor determined by BDA to be in the competitive range.
- b. Separate meetings with more than one Contractor may be conducted during the same time frame; however, negotiation sessions with a Contractor will not be held in the presence of another Contractor.
- c. Contractors submitting proposals should be cognizant that BDA's Evaluation Panel has sole discretion to determine what proposals constitute the "best value and offer" for BDA. Consequently, Contractors 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 firm. Final selection and approval is subject to BDA Board Approval.

## **VII. INQUIRIES**

1. All inquiries shall be submitted in writing to Sha-Rone V. Caffie-Reyes at facsimile (210) 678-3338 or by email to [sharone.reyes@brookscity-base.com](mailto:sharone.reyes@brookscity-base.com) with a CC to [lucynda.massey@brookscity-base.com](mailto:lucynda.massey@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 48 hours please contact the BDA office at 210-678-3300.
2. All inquiries submitted in writing to Sha-Rone V. Caffie-Reyes 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 Contractor shall maintain, and to the extent appropriate and, where applicable, shall require all subcontractor(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 contractors, 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 Contractor 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 Contractor's office at all reasonable times. Such access shall include on-site audits, review and copying of records, and inspection of records at awarded Contractor'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 Contractor 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 Contractor 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 Contractor's property or income; or
3. If the awarded Contractor 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 Contractor shall fail to remedy any default within thirty (30) calendar days after BDA provides Contractor with a written notice of said default; or
5. If the awarded Contractor shall fail, for any reason, to make payments due under the Contract, if any; or
6. If the awarded Contractor 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 Contractor 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 Contractor

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 contractor, 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.

N. 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.

O. 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.

P. 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 contractor 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 Contractor 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 period shall be three (3) years beginning with the effective date being the date on which the last party to the contract has signed and dated the document. The contract may be extended with two (2) one-year extension options upon mutual consent by the BDA and the 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 Contractor 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 Contractor shall furnish all services to successfully perform all the requirements as specified under this RFP.



**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 respondent must be a corporation, partnership, sole proprietorship, or other legal entity, which is headquartered within Bexar County for at least one year (i.e. Alamo Heights, Balcones Heights, Leon Valley, Lincoln Heights, Olmos Park, etc.)? Please identify the City. \_\_\_\_\_.

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.  
\_\_\_\_\_

1.6 **Branch Office:** Does the Respondent have a physical branch office located within Bexar County (Trailers on construction sites do not count)? A branch office is defined as a non-headquartered business located within Bexar County for at least one year and must employ a minimum of ten (10) residents of Bexar County for use at the local branch office.

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.

---

---

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.

---

---

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 \_\_\_\_\_ of years employed with this organization \_\_\_\_\_

2.2 LETTERS OF REFERENCE may be included as attachment 2.8. 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)*

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

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

## **APPENDIX B SCOPE OF WORK**

### **INTRODUCTION**

The Brooks Development Authority is in the process of assembling a campus development and finance team that will include the following: (1) financial advisor, (2) master planner/developer, (3) bond counsel, (4) quantitative optimization and financial risk consultant, (5) public relations, (6) general counsel, (7) general engineer, (8) New Market Tax Credit consultant, (9) EB-5 consultants, (10) and financial underwriter. It is intended that the team will be assembled by this fall. It is anticipated that Brooks Development Authority could be in the market in the first quarter of 2014. Anticipated financing from all sources is approximately \$100,000,000.

The Financial Advisor (FA) services include but are not limited to debt and equity financial design, structure and analyses required to finance infrastructure construction on the Brooks City-Base campus, evaluation and presentation of financing options, provision of credit market information, preparation of offering documents, advice and assistance with the structuring, marketing, issuance, sale delivery and servicing of debt and equity instruments, assist the Brooks City-Base (BC-B) with financing negotiations with lending institutions, local, State and Federal governmental entities, assist and advise the BC-B with the investment of funds, and provide on-going services after issuance.

In addition to the aforementioned traditional financial advisory work, the FA will be required to evaluate and incorporate into the overall financial design and structure the use of New Market Tax Credits (NMTC), EB-5 foreign investment funding and other sources of funding. The FA may also be requested to serve as a general partner to the Brooks Development Authority EB-5 Regional Center.

The FA in coordination with the Underwriter and other consultants will apply mathematical optimization techniques to measure and assess the optimal mix of various sources and costs of financing.

### **SCOPE OF SERVICES**

The scope of financial advisor services generally includes:

- (1) Work pertaining to traditional municipal/governmental tax-exempt and taxable debt issuances;
- (2) Presentations to credit rating agencies;
- (3) Presentations to credit enhancement entities;
- (4) Financial analysis, cash flow modeling, and debt modeling;
- (5) Work effort coordination with other consultants, entities and development and finance team members;

- (6) Representing the BC-B and making presentations to local, state, federal and other entities;
- (7) Attending and participating in various meetings;
- (8) Non-traditional services to sell and/or place taxable and tax-exempt debt instruments;
- (9) Non-traditional services pertaining to equity financing;
- (10) Non-traditional services pertaining to loan agreements entered into with lending institutions;
- (11) Long-term financial modeling;
- (12) Quantitative modeling employing mathematical optimization techniques for multiple sources of funding;
- (13) Assistance in the preparation of offering documents;
- (14) Providing the criteria and means by which offering documents are distributed and made available to the public by electronic means;
- (15) Coordinating with and incorporating results produced by the quantitative optimization and financial risk consultant into the plan of finance;
- (16) Providing updates and recommendations on financial market conditions;
- (17) Assisting with the preparation of final documents;
- (18) Assisting with finance closings;
- (19) Providing fund investment assistance and advice;
- (20) Assisting with the analysis of new market tax credits, historical tax credits, qualified energy conservation bonds, and EB-5 funding (including the possibility of serving as a general partner to the Brooks Development Authority pertaining to the use of EB-5 funding); and
- (21) Provide other services that may be needed.

**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: a. Premises operations b. Independent Contractors* c. Products/completed operations d. Personal Injury e. Contractual Liability	For Bodily Injury and Property Damage of \$1,000,000 per occurrence;  \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
5. Professional Liability (Claims Made Form)	\$1,000,000 per claim to pay on behalf of the insured all sums, which the insured shall become legally obligated to pay as damages to the extent caused by any negligent act, error or omission in the performance of professional services.
6. Contract's Pollution Liability*	\$1,000,000 per occurrence
7. Builders Risk*	100% value of each phase of project
*if applicable	

**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: Purchasing and Contracts Manager  
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.***

\_\_\_\_\_  
**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 \_\_\_\_\_, 2013.

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) Police 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 business is headquartered within Bexar County for more than one year.

**For Local Branch Offices:**

Six percentage (6%) points for a branch office of a non-headquartered business located within Bexar County for more than one year and must employ a minimum of ten (10) residents of Bexar County for use at the local branch office.

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.

In the cases of joint ventures or subcontractor relationships between DBE and non-DBE firms, the submittal will be give credit based on the percentage of DBE participation.

Small Business Economic Development Advocacy policy compliance.

Five percentage (5%) points for compliance with the Small Business Economic Development Advocacy policy.

**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 & TRADE AREA	EST. PERCENTAGE/ DOLLAR AMOUNT	DBE (Y/N)	SCTRCA M/WBE CERTIFICATION 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.

---

---

---

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

---

---

---

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

COMPANY NAME	CITY M/WBE CERTIFICATION NUMBER	DBE (Y/N)	REASON FOR 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.

---

---

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

---

---

SIGNATURE OF AUTHORIZED OFFICIAL

TITLE OF OFFICIAL

---

---

DATE

PHONE

---

---

**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 \_\_\_\_\_

\_\_\_\_\_  
Purchasing and Contracts Manager

**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  
iden

tity 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.

---

**Signature:**

**Title:**

**Date:**

**CONFLICT OF INTEREST**

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

---

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.

---

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

---

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.)

---

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.

---

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.

---

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

---

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.

---

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

\_\_\_\_\_  
Date

**APPENDIX I  
INDEMNIFICATION**

**The CONSULTANT, whose work product and services are the subject of this Agreement for professional services, agrees to INDEMNIFY AND HOLD BDA, ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES HARMLESS against any and all claims by third parties, lawsuits, judgments, cost, liens, losses, expenses, fees (including reasonable attorney's fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought that may ARISE OUT OF OR BE OCCASIONED OR CAUSED BY A NEGLIGENT ACT, ERROR, OR OMISSION OF CONSULTANT, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANT OF CONSULTANT, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES while in the exercise of performance of the services, rights or duties under this AGREEMENT. The INDEMNITY provided for in this paragraph shall not apply to any liability resulting from the NEGLIGENCE of BDA, its officers or employees, in instances where such NEGLIGENCE causes personal injury, death, or property damage. IN THE EVENT CONSULTANT AND BDA ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO BDA UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

The CONSULTANT shall advise the BDA in writing within 24 hours of any claim or demand against the BDA or the CONSULTANT, known to the Consultant, related to or arising out of the CONSULTANT's activities under this Agreement.

The provisions of this section 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.

Acceptance of the final plans by the BDA shall not constitute nor be deemed a release of the responsibility and liability of the CONSULTANT, its employees, associates, agents or subcontractors for the accuracy and competency of their designs, work drawings, Plans and Specifications or other documents and Work; nor shall such acceptance be deemed an assumption of responsibility or liability by the BDA for any defect in the designs, work drawings, Plans and Specifications or other documents and Work prepared by said CONSULTANT, its employees, subconsultants, and agents.

**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.***

\_\_\_\_\_  
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 in a three ring binder, including appendices) 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**);
- One complete copy of Appendices A-J should be included in the three ring binder. BDA requests that appendices not be manipulated with software. Typed or handwritten appendixes are acceptable:
  - 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 – Debarment and Suspension Certification
  - Appendix H - Ethics Ordinance Required Disclosure;
  - Appendix I – Indemnification Requirements;
  - Appendix J – Addendums