

**REQUEST FOR PROPOSALS  
FOR  
COMMERICAL PROPERTY REAL ESTATE BROKERAGE SERVICES  
Bid#11192015-002**

November 19, 2015

Proposals will be received by the BROOKS DEVELOPMENT AUTHORITY ("BROOKS") at 3201 Sidney Brooks, San Antonio, TX 78235 until 10AM CST, on January 8, 2016, for Commercial Property Real Estate 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 Commercial Property Real Estate Services  
ATTN: Lucynda Massey, Procurement Manager  
3201 Sidney Brooks  
San Antonio, Texas 78235:

**"BROOKS 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. BROOKS 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 BROOKS. BROOKS 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 BROOKS's best interest. BROOKS reserves the right to negotiate with any, all or none of the Respondents."**



**REQUEST FOR PROPOSALS**

**To Provide**

**COMMERCIAL PROPERTY REAL ESTATE SERVICES**

**ISSUE DATE**

**November 19, 2015**

**SUBMITTAL DEADLINE**

**January 8, 2016**

RFP Commercial Property Real Estate Brokerage Services  
Bid #11192015-002

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**REQUEST FOR PROPOSALS (RFP)**  
**to Provide**  
**COMMERCIAL PROPERTY REAL ESTATE SERVICES**  
**BROOKS DEVELOPMENT AUTHORITY (BROOKS)**  
**SAN ANTONIO, TEXAS 78235**

**I. GENERAL INFORMATION**

The Brooks Development Authority is a Defense Base Development Authority and political subdivision of the state of Texas, formed under Chapter 379B of the Local Government Code of the state of Texas (“Authority or Brooks”). Brooks is releasing this Request for Proposal (“RFP”) to solicit proposals from qualified firms to provide real estate services to include Capital Marketing, Project & Development, Leasing and Sales, Property Management, Market Research and Analysis, Feasibility Analysis, and General Real Estate Consulting services.

Brooks was created by the City of San Antonio, Texas (the “City”) in September 2001 pursuant to, and is operating in accordance with, the Constitution and laws of the State of Texas, including particularly Chapter 379B, Texas Local Government Code (the “Authority Act”). In accordance with Section 379B.003(a)(1) of the Authority Act, the Authority was created in order to (i) accept title to, or operate under a lease from, the United States of America or any other person all or a portion of the land (together with the improvements and personal property located on such land) inside the boundaries of a defense base previously known generally as Brooks Air Force Base and areas around the base property, and (ii) engage in the economic development of the base property and areas around the base property. Brooks Development Authority is governed by an eleven (11) member board of directors appointed by the City of San Antonio City Council. Brooks Development Authority staff is charged with the economic development of the campus and overseeing the management, marketing, and development, leasing and selling the real property.

Brooks oversees the development of land at Brooks City Base. Brooks is located in Bexar County, Texas and is within the current boundaries of the City. Brooks is approximately 8 miles south of the central downtown business district of the City. Total property owned by Brooks includes approximately 1,200 acres. Currently there are approximately 770 acres of developable property or 33,541,200 square feet of campus area, and 33 developable acres at the off campus 55-acre site for a total of 825 acres.

**II. RFP REQUIREMENTS AND SELECTION PROCESS**

**1. GENERAL REQUIREMENTS**

**Proposals submitted in response to this RFP shall include the information listed below. The information requested must be presented in the order indicated.**

- a. Table of contents.
- b. Respondent Name: Business name, DBA (if applicable) and principal contact person, including office location, address, telephone number, fax number and e-mail address.
- c. Respondent History and Types of Services Offered: Briefly describe the history of the firm including but not limited to the name of firm owners, number of years in business and range of services offered.
- d. Respondent Team Organization: Describe Respondent's proposed team organization and staffing plan indicating the role and responsibility of each team member and sub-Respondent (if applicable) through all phases of work. Clearly indicate the individual

who will have overall responsibility for Respondent's services and how Respondent proposes that person will interface with the Brooks team. Identify the office location of each team member and specific relevant experience. If sub-Respondents are proposed, indicate whether the sub-Respondent(s) have worked with Respondent on comparable projects in the past. Enclose brief resumes of each key team member Respondent proposes to assign to this project as an exhibit to the proposal.

- e. Respondent's Local Experience: Describe Respondents experience and the experience of any sub-Respondents, if any, with projects managed by the firm or individual studies for a comparable project.
- f. Communication and Reporting: Describe how the Respondent will communicate with upper levels of management at Brooks.

## **2. SCOPE OF WORK**

Brooks seeks qualified firms and individuals (Respondent) to provide professional real estate services consisting of: (1) Leasing and Sales Services to include market research and feasibility analysis, (2) Capital Markets and Project Funding Services, (3) Project & Development Services, (4) Property Management and Operation Services, and (5) General Real Estate Consulting services. To assist in the economic development effort, Brooks will utilize the aforementioned services and from time to time may engage one or all of these services on a project by project basis in continuity with the overall campus economic development plan. A summary of each category of services is described below. The services summary is meant to provide information to Respondents and should be considered as a guide for Respondent proposals but is not meant to be limiting in scope or nature of services that may be proposed, provided or needed. The property types represent a mixed use development plan and consist of Class A offices, medium to high end retail outlets, medical office buildings, housing, hospitality, light industrial, educational facilities, entertainment and sports venues, and other businesses that are consistent with the Brooks' mission and vision.

### Leasing and Sales Services:

1. Provide a description of your brokerage, leasing and sales services. Include qualifications and years of experience.
2. Respondent will prepare and provide pre-marketing services that will focus on the Brooks economic development plan, development timeline, operating and capital budgets and cash flow, and review of the Brooks mission, vision, goals and objectives.
3. Based on the pre-marketing assessment, the Respondent will prepare, in coordination with Brooks staff, a campus-wide sales and leasing strategy which will include a timeline and performance milestones to be achieved.
4. The Respondent will develop a specific pre-leasing, leasing and sales strategy on a project by project basis.
5. Respondent will prepare brochures, which includes electronic marketing collateral to accomplish the leasing and sales activity objectives which costs will be absorbed by the Respondent in the agreed to fee and commissions structure.

6. As directed by Brooks, the Respondent will be responsible to assist, modify and/or prepare the term sheets for each lease or sale. The term sheet will subsequently be utilized by the Brooks General Counsel to write the lease or sale agreement.
7. Respondent will provide market data applicable to Brooks projects.
8. Respondent will provide comparative data for lease rentals and asset sales.
9. Respondent will coordinate news releases with Brooks' public relations firms.
10. Respondent will include social media in the marketing of leases and asset sales.
11. Respondent will review solicited and unsolicited proposals and make recommendations to Brooks.
12. Respondent will assess and respond to leads and inquiries.
13. Respondent will routinely meet with Brooks staff to assess strategy, progress and strategic adjustments.

Capital Markets and Project Funding:

1. Provide a description of your capital market and project funding experience and capabilities.
2. Respondent will provide financial analysis to include sources and uses of funds for total project cost, financing options, and pro forma cash flows.
3. Respondent will prepare offering documents as needed to source funds.
4. Respondent will identify sources of project funding.
5. Respondent will review and assess term sheets and make recommendations to Brooks' staff on options and course of action.
6. Respondent will negotiate on behalf of Brooks with lenders, investors, developers and other providers of capital.

Project and Development Services:

1. Provide a description of your project and development services.
2. Respondent will coordinate with Brooks and other Respondents on project/building architect and engineering design, construction, location, and other project factors.
3. Respondent will provide computer modeling for projects. Computer modeling will entail estimated construction and total project costs for various ownership, partnership and build to suit possibilities.
4. Respondent will provide input on project design.
5. Respondent may be engaged with project management responsibilities.

Property Management and Operation Services:

1. Provide a description of the scope of your property management and operation services.

2. Provide a description of your firm's and individuals' experience in property management and operations services.
3. Provide a list of types of properties managed.

General Real Estate Consulting Services:

1. Provide a description of your general real estate consulting services.
2. Provide a description of the qualifications and experience of the firm and individuals that would be assigned to Brooks.
3. Provide three references.

**3. EXISTING TRANSACTIONS IN PROGRESS**

BROOKS has transactions that are in progress and are excluded from consideration for work to be performed by the selected Respondent to the RFP. The project transactions that are excluded from this RFP and will be finalized by the existing providers of real estate broker services are:

1. B.A.S.E. School
2. KIPP San Antonio, Inc.
3. Medical Clinic (formerly the Storm Water Building)
4. San Antonio Metropolitan Health District
5. Carenet
6. Texas A & M
7. Green Studios
8. Office Building Development and Construction

**4. GENERAL EVALUATION PROCESS CRITERIA**

BROOKS will conduct a comprehensive, fair and impartial evaluation of all submittals received in response to this RFP. Brooks desires to award one Contract. An evaluation team will be established to evaluate the proposals. The team will include employees of Brooks and may include other impartial individuals who are not Brooks employees. The selection committee may select all, some or none of the Respondents for interviews. If the Brooks elects to conduct interviews, Respondents **may be** interviewed and re-scored based upon these same criteria, or other criteria to be determined by the selection committee. Brooks may also request additional information from Respondents at any time prior to final approval of a selected respondent. The Brooks reserves the right to select one, more than one, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the Brooks Board of Directors. Brooks shall require that all Respondents provide the qualifications and licenses for the services to be provided.

**5. GOVERNMENTAL LEASES**

Governmental leases will generally not rely on Real Estates Services to be provided by the Respondent, and therefore no fees or commissions will be paid to the Real Estate Services

provider. In the event services are required, the fees and/or commission to be paid will be negotiated between Brooks and the Respondent.

**6. FEES AND COMMISSIONS**

Fees and commissions will be paid in accordance with the agreed to schedule of fees and commissions provided in the Commercial Property Real Estate Services contract. Please describe your fee and commissions and include any discounts and sliding scales that are allowed for bundling of services and size of transaction. **Respondent is advised that this contract is for services to be provided for the campus as a whole but it is not an exclusive contract. Brooks considers the Real Estate Services to be provided by the Respondent to be preferred services; however, Brooks reserves the right to contract for such services with other parties as may be appropriate for the transaction and for which no work has been completed by the Respondent.**

**III. SCHEDULE**

Activity	Projected Date
Release of RFP	November 19, 2015
Deadline to submit Respondent Inquiries	December 18, 2015
Proposals Due	January 8, 2016
Interviews if deemed necessary	January 19 & 20, 2016
Presentation to Brooks Finance Committee	January 29, 2016
Placed on Brooks Board Agenda	February 9, 2016
Contract Award	Upon execution of contract

**IV. PROCEDURES FOR SUBMISSIONS**

Brooks seeks qualified individuals and/or firms to submit the following:

1. RFP must be typewritten or computer generated. Handwritten Requests for Proposals will not be accepted. Proposals, with or without attachments (i.e., resumes, copies of previous work, reports, etc.), should not be greater than 50 pages (8 1/2 x 11). Font should be legible, no less than 12pt, and all paragraphs single spaced.
  - BROOKS requests that only relevant information to the type of project be included.
  - Vast amounts of marketing material are discouraged and will count toward the 50 page maximum.
  - The Appendices do not count toward the 50 page limit.
2. Each RESPONDENT must submit:
3. One (1) original hard copy of the proposal (including appendices A-M); in a three ring binder. BROOKS 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



4. One (1) CD-Rom or USB drive containing the proposal (**without appendices**) which specifically address the criteria as referenced on page 7; limited to 50 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**).
5. RFP must be submitted in a sealed envelope prior to 10:00 am on January 8, 2016 (**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 #11192015-002  
Attn: Lucynda Massey, Procurement Manager  
3201 Sidney Brooks  
San Antonio, Texas 78235

(The Remainder of This Page Is Intentionally Left Blank)

3. **CRITERIA AND WEIGHTS**

Respondents will be evaluated and scored in two steps. Step One will evaluate and score Respondents to develop a short-list of two or three firms. The criteria for Step One are shown in the table below. The short listed firms will be invited to make a personal presentation on January 19 or 20, 2016. Step Two will evaluate the two or three firms that are on the short-list based on the overall scoring criteria categories and fee schedule.

<b>Criteria Score Sheet</b>				
<b>Service to be Provided</b>	<b>Step One</b>		<b>Respondent Points</b>	
	Max Score	Score	Max Score	Score
Leasing and Sales (Include market research and analysis capabilities)	10		65	
Project and Development Services (include description of data resources and quantitative analysis capabilities)	10			
Capital Markets and Project Financing (include description of data resources and quantitative analysis capabilities)	10			
Property Management and Operations Services	5			
General Real Estate Consulting and resources available to Brooks (market research, data base information, project development)	10			
Marketing Strategy for Pre-Construction Leasing, Building Lease Up, Sales	10			
Experience of the firm and assigned personnel	10			
Knowledge of Brooks, City of San Antonio, Texas	5			
Fee Structure	10		35	
Small Business Economic Development Advocacy (SBEDA) program: Small Business, Women owned, Minority owned, African American, and locally owned enterprise.	20		NA	NA
<b>Total</b>	<b>100</b>		<b>100</b>	

**BROOKS Goals 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>

**V. INQUIRES**

1. All inquires 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 to [valerie.humphreys@brookscity-base.com](mailto:valerie.humphreys@brookscity-base.com).
2. All inquires submitted in writing to Lucynda Massey will result in written responses with copies posted to the BROOKS 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 BROOKS 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.

**VI. STANDANRD TERMS AND CONDITIONS**

A. Standards

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

B. Technical Specifications

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

C. Record Keeping and Inspection of Records

The awarded Respondent shall maintain, and to the extent appropriate and, where applicable, shall require all subRespondent(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. BROOKS, its employees and its agents, including properly authorized independent quality assurance Respondents, and BROOKS officials such as BROOKS 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 Respondent 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 Respondent's office at all reasonable

times. Such access shall include on-site audits, review and copying of records, and inspection of records at awarded Respondent's offices.

#### D. Termination for Cause

Without prejudice to any other legal or equitable right or remedy that Brooks would otherwise possess hereunder or as a matter of law, Brooks upon giving the awarded Respondent 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 Respondent 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 Respondent's property or income; or
3. If the awarded Respondent 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 Respondent shall fail to remedy any default within thirty (30) calendar days after Brooks provides Respondent with a written notice of said default; or
5. If the awarded Respondent shall fail, for any reason, to make payments due under the Contract, if any; or
6. If the awarded Respondent commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement Brooks has the exclusive right to determine if Respondent is in substantial default under the Contract.

#### E. Other Termination

This Contract may be terminated in the event that federal, state laws, or Brooks 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.

#### F. No Cost Reimbursement

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

#### G. Conflict of Interest Disclosure

Respondent warrants and certifies that it, its individual officers, employees and agents are neither officers nor employees of Brooks or any Brooks 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 Brooks or in the sale to Brooks of materials, supplies, or service, if any of the following individuals or entities is a party to the sale: Brooks officer or employee; his or her parent, child, or spouse.

#### H. Independent Respondent

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 Respondent, responsible for its respective acts or omissions, and that Brooks 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.

#### I. Incomplete Response

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

#### J. Ownership of Records

All Proposals and any related documents received in response to this Request for Proposal shall become the property of Brooks without any restriction on usage and are non-returnable. Respondent may maintain a copy of any such material for their records. Brooks 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.

#### K. Texas Public Information Act

Respondent acknowledges that all information submitted to Brooks in response to this RFP is subject to the Texas Public Information Act. All responses become property of Brooks 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, Brooks 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.

#### L. Brooks Reservation of Rights

Brooks reserves the right to reject any or all Proposals and reserves the right to issue a subsequent RFP or cancel the entire Request for Qualification process. Brooks 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 Brooks. Brooks 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 Brooks 's best interest. Brooks reserves the right to negotiate with any, all or none of the Respondents.

#### M.No Contract or Agreement

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

award a contract to any Respondent. Final award and approval of a contract, if any, is subject to Brooks board approval.

#### N. Contract Continuity/Transitional Period

In the event the services are scheduled to end either by contract expiration or by termination by Brooks (at Brooks's discretion), it shall be incumbent upon the Respondent to continue the service, if requested by Brooks, 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 Respondent will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by Brooks.

### **VII. SPECIAL TERMS AND CONDITIONS**

#### 1. Contract Term

- a. The Contract resulting from this RFP shall be for an initial term of three (3) subject to termination provisions as will be set forth in this Contract. Brooks reserves the right to extend the contract period for two (2) successive one (1) year periods should such an extension be mutually agreeable to Brooks and the Respondent.
- b. Brooks shall retain the right to utilize the Real Estate Services of another firm if the needed service is not provided by the Respondent and/or the Respondent declines to provide the service.
- c. Brooks reserves the right to extend the term of the contract in 30 day increments not to exceed 90 days, provided, the Brooks shall give the Respondent a preliminary written notice of its intent to extend at least ten (10) days before the contract expires. The preliminary notice does not commit Brooks to an extension.
- d. Brooks reserves the right to terminate this Contract at any time by giving at least thirty (30) days' notice in writing. If the Contract is terminated by Brooks as provided herein, Consultant will be paid for the Task provided and expenses incurred up to the termination date, if such final compensation is approved by Brooks, in its sole discretion.
- e. All representations made in the proposal may be incorporated into any contract that may be awarded as a result of this proposal.

#### 2. Contract Labor

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

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

- a. The awarded Respondent shall agree to the terms and conditions for the additional items as follows;
  1. The awarded Respondent shall be responsible for securing adequate and appropriate protection of Brooks assets;
  2. Safe working area; and

3. The awarded Respondent is responsible for maintaining a safe work area and securing all tools and materials at the end of each work day. Brooks shall not be responsible for or liable to replace any missing items that belong to the awarded Respondent or sub-Respondent(s)

**APPENDIX A  
CONTRACTOR'S QUALIFICATION STATEMENT**

- 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-consultants 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 \_\_\_\_\_.

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

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

b. How long has the Respondent conducted business from the headquarters? \_\_\_\_\_

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

1.6 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 1.7.

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

Yes  No

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

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

1.8 **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.

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

1.9 **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 Consultants, 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 Business Type:

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

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

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

1. **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 \_\_\_

*Consultants 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)

**APPENDIX B**  
**Respondent Reference Form**

For the services offered, each Respondent is to supply a minimum of three customer references located within the continental United States. The customer references must include only sites without corporate affiliation to the Respondent, past or present.

**Respondent Company Name:**

**Reference 1:**

**Company Name:** \_\_\_\_\_

Number of employees: \_\_\_\_\_

Number of Years contract held: \_\_\_\_\_

Names of Contact Person: \_\_\_\_\_

Title of Contract Person: \_\_\_\_\_

Telephone and Fax Numbers of Contact Person: \_\_\_\_\_

**Reference 2:**

**Company Name:** \_\_\_\_\_

Number of employees: \_\_\_\_\_

Number of Years contract held: \_\_\_\_\_

Names of Contact Person: \_\_\_\_\_

Title of Contract Person: \_\_\_\_\_

Telephone and Fax Numbers of Contact Person: \_\_\_\_\_

**Reference 3:**

**Company Name:** \_\_\_\_\_

Number of employees: \_\_\_\_\_

Number of Years contract held: \_\_\_\_\_

Names of Contact Person: \_\_\_\_\_

Title of Contract Person: \_\_\_\_\_

Telephone and Fax Numbers of Contact Person: \_\_\_\_\_

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

In consideration of the Brooks Development Authority retaining the services of \_\_\_\_\_ (Awarded Respondent) 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 Respondent, the awarded Respondent 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 Respondent only with advance, specific, written permission of the Brooks Development Authority. More specifically, the awarded Respondent agrees as follows:

- i. The Confidential Information may be used only to assist the awarded Respondent in the performance of its duties and responsibilities under the Contract. The awarded Respondent will not, at any time, use the Confidential Information in any fashion, form, or manner except in furtherance of the duties of the awarded Respondent in its capacity as an independent Respondent to the BROOKS under the Contract.
- ii. The awarded Respondent agrees to maintain the confidentiality of the Confidential Information in the same manner that the confidentiality of the awarded Respondent's proprietary services of like kind is protected.
- iii. The Confidential Information may not be copied or reproduced without the BROOKS's advance written consent.
- iv. All Confidential Information made available to the awarded Respondent in written form, including copies thereof, shall be returned to the BROOKS upon the first to occur of (1) completion of the projector (2) request by the BROOKS.
- v. The foregoing shall not prohibit or limit the awarded Respondent'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 Respondent.
- vi. This agreement shall become effective as of the date Confidential Information is first made available to the awarded Respondent 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 Respondent shall entitle BROOKS to immediately terminate the Contract upon written notice to the

awarded Respondent of such breach and to such other remedies available to the BROOKS in law and/or equity.

Acknowledged:

Awarded Respondent: \_\_\_\_\_

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

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

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

**APPENDIX D**  
**INSURANCE AND BOND REQUIREMENTS**

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

1. Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and the original completed Certificate(s) of Insurance to the BROOKS. 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 BROOKS 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 BROOKS at the address listed in paragraph five (5).

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

3. The BROOKS 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 BROOKS's Contracts Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will the BROOKS allow modification whereupon the BROOKS may incur increased risk.

4. Respondent's financial integrity is of interest to the BROOKS, therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the Respondent or Respondent's Sub Respondents, 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 Respondent's or Respondent's Sub Respondent'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 Respondents* 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 Respondents 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 BROOKS 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 BROOKS 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). Respondent and/or Respondent's SubRespondent shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to the BROOKS at the addresses provided below within 10 days of the requested change. Respondent and/or Respondent's SubRespondent shall pay any costs incurred resulting from said changes.

Brooks Development Authority  
Attn: Procurement Manager  
3201 Sidney Brooks  
San Antonio, Texas 78235



6. Respondent 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 BROOKS 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 BROOKS 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 BROOKS; and
- d. Provide thirty (30) calendar days advance written notice directly to the BROOKS 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, Respondent and/or Respondent's SubRespondent shall provide a replacement Certificate of Insurance and applicable endorsements to the BROOKS at the address listed in paragraph 5. BROOKS shall have the option to suspend Respondent'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 BROOKS may have upon Respondent's and/or Respondent's Sub Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the BROOKS shall have the right to order Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent and/or Respondent's SubRespondent demonstrates compliance with the requirements hereof.

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

10. It is agreed that Respondent's and/or Respondent's Sub Respondent'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. Respondent agrees to obtain all insurance coverages with minimum limits of not less than those limits delineated in paragraph 4 from each subRespondent to Respondent and provide a Certificate of Insurance and Endorsement that names BROOKS 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 Respondent's/person's work on the project has been completed and accepted by the BROOKS.
- c. Persons providing services on the Project ("subRespondent" in §406.096 of the Texas Labor Code) - includes all persons or entities performing all or part of the services Respondent has undertaken to perform on the Project, regardless of whether that person contracted directly with Respondent and regardless of whether that person has employees. This includes, without limitation, independent Respondents, sub Respondents, 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. Respondent 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. Respondent must provide a certificate of coverage to the BROOKS 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 Respondent's current certificate of coverage ends during the duration of the project, Respondent must, prior to the end of the coverage period, file a new certificate of coverage with the BROOKS showing that coverage has been extended.

5. Respondent shall obtain from each person providing services on the Project, and shall provide to the BROOKS:

- a. a certificate of coverage, prior to that person beginning work on the Project, so the BROOKS 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 Respondent or Respondent's SubRespondent, 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. Respondent shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

7. Respondent shall notify the BROOKS in writing by certified mail or personal delivery, within 10 days after Respondent knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

8. Respondent 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 (if applicable).

9. Respondent 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 Respondent, 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 Respondent, 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 Respondent:
  - (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 BROOKS 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, Respondent is representing to the BROOKS that all employees of Respondent 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 Respondent to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

RESPONDENT shall furnish, in a form acceptable to the BROOKS, a Performance and Payment Bond for the Project. Specifically, RESPONDENT shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price excluding any amounts associated with any Respondent-provided Design Professional Services, as security for the faithful performance and payment of all RESPONDENT'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.

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

The Respondent will provide a payment bond within 5 days of BROOKS 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 Respondent 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.

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

The Respondent will provide a performance bond within 5 days of BROOKS 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 Respondent'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 BROOKS performance security for contracts valued at less than \$100,000 includes retain age and partial payment upon phased completion formats.

**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 RESPONDENT 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, RESPONDENT 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 RESPONDENT 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.

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

\_\_\_\_\_  
**Respondent 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 prices 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 \_\_\_\_\_ on this day of \_\_\_\_\_ 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 price of 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 \_\_\_\_\_, 2015.

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

**APPENDIX E**  
**Exhibit 1**  
**Price Proposal Sheet**



**APPENDIX F**  
**SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY POLICY**  
**REQUIREMENTS**  
**HISTORICAL GOOD FAITH EFFORT PLAN**  
**SBEDA FORM 117C**  
**SUBRESPONDENTS 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 BROOKS's professional service and other discretionary contracts. Pursuant to Brooks Development Authority, Board Resolution \_\_\_\_\_, the Brooks Development Authority, its employees, Respondents and sub Respondents shall not discriminate on the basis of race, color, religion, national origin, sex, age or disability in the award and performance of contracts.

BROOKS 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 Respondent 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 Respondent 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 Sub Respondents 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 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**

Respondents 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 subRespondent 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**

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

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

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

COMPANY NAME & TRADE AREA	EST. PERCENTAG E/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 BROOKS's M/WBE goal, please give explanation.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. List all Respondent 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 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 BROOKS USE**

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

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

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

\_\_\_\_\_  
Procurement 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 BROOKS in the enforcement of provisions contained in the BROOKS's Charter and the code of ethics, an individual or business entity seeking a discretionary contract from the BROOKS 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 subRespondent 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 BROOKS 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 **BROOKS, San Antonio City Council or to any political action committee that contributes to BROOKS 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 BROOKS 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**

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 Respondent 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.

**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.

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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**

**The CONSULTANT, whose work product and services are the subject of this Agreement for professional services, agrees to INDEMNIFY AND HOLD BROOKS, 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 BROOKS, its officers or employees, in instances where such NEGLIGENCE causes personal injury, death, or property damage. IN THE EVENT CONSULTANT AND BROOKS 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 BROOKS UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

The CONSULTANT shall advise the BROOKS in writing within 24 hours of any claim or demand against the BROOKS 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 BROOKS shall not constitute nor be deemed a release of the responsibility and liability of the CONSULTANT, its employees, associates, agents or sub Respondents 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 BROOKS for any defect in the designs, work drawings, Plans and Specifications or other documents and Work prepared by said CONSULTANT, its employees, sub consultants, 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.

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

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

\_\_\_\_\_  
Date

**APPENDIX J**  
**Addendums**

I acknowledge receipt of all addendums and special provisions.

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Signature & Title

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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. BROOKS requests that appendices not be manipulated with software. Typed or handwritten appendixes are acceptable; and
  - Appendix A – Respondent’s Vendor Profile
  - Appendix C – Confidentiality Statement
  - Appendix D – Insurance Requirement Affidavit
  - Appendix E – Proposal Affidavit
    - Appendix E – Exhibit 1 ~ Price Proposal Sheet
  - Appendix F– Small Business Economic Development Advocacy (SBEDA) Requirements
    - Small Business Economic Development Advocacy Policy (SBEDA) Requirements;
    - Historically Good Faith Effort Plan; and
  - Appendix G - Debarment and Suspension Certification
  - Appendix H – Ethics Ordinance Required Disclosure
    - Conflict of Interest
  - Appendix I – Indemnification Requirements
  - Appendix J – 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 50 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**).