

CITY OF SAN ANTONIO

Planning and Development Services Department



REQUEST FOR PROPOSAL ("RFP")

for

Comprehensive Land Use Plan for Camp Bullis (RFP 10-008-JW)

Release Date: October 10, 2009

Proposals Due: November 9, 2009

This solicitation has been identified as High-Profile.

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

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

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

Table of Contents		
Section		
		Page Number
I.	Background	3
II.	Scope of Services	3
III.	Ownership and Licenses	11
IV.	Intellectual Property	11
V.	Term of Contract	12
VI.	Pre-proposal Conference	12
VII.	Proposal Requirements	13
VIII.	Amendments to RFP	15
IX.	Submission of Proposals	15
X.	Restrictions on Communication	16
XI.	Evaluation Criteria	18
XII.	Award of Contract and Reservation of Rights	19
XIII.	Schedule of Events	21
RFP Attachments		
Respondent's Proposal must contain the following documents. These forms can be found as attachments to this RFP or web links, as indicated.		
Attachment A	General Information Form	23
Attachment B	Pricing / Compensation Schedule	30
Attachment C	Discretionary Contracts Disclosure Form	31
Attachment D	Litigation Disclosure Form	32
Attachment E	Small Business Economic Development Advocacy (SBEDA) Forms	34
Attachment F	Signature Page	36
Attachment G	Proposal Checklist	38
RFP Exhibits		
RFP Exhibit I	Small Business Economic Development Advocacy (SBEDA) Program Policy	40
RFP Exhibit II	Insurance Requirements	44
RFP Exhibit III	Indemnification Requirements	48
RFP Exhibit 1	Potential JAZB Area	
RFP Exhibit 2	3 Mile Regional Sustainability Commission Territory	
RFP Exhibit 3	MIOD and MIA Boundaries	
RFP Exhibit 4	Sector Plan Areas	

I. BACKGROUND

The City of San Antonio, Planning and Development Services Department (“City”) seeks proposals from qualified Respondents interested in providing a Comprehensive Land Use Plan for the Camp Bullis Sector. The Land Use Plan is a primary implementation strategy recommended by the Joint Land Use Study (JLUS) for Camp Bullis.

This Scope of Services is for the creation of a Comprehensive Land Use Plan for the Camp Bullis Sector. The Land Use Plan is a primary implementation strategy recommended by the Joint Land Use Study (JLUS) for Camp Bullis.

Located adjacent to a predominantly urban community, the region surrounding Camp Bullis is expected to continue experiencing economic and population growth in the future. As development pressure increases within proximity of the military installation of Camp Bullis, a coordinated effort is needed to ensure growth is managed in a manner that allows the installation to achieve its role in the nation's defense while remaining a vital member of the local community and a major contributor to its economy.

The Joint Land Use Study was completed in June 2009. The final report is available at www.campbullisjlus.com

The City of San Antonio, Planning and Development Services Department (“City”) seeks Proposals from qualified Respondents interested in providing the services as described in this Request for Proposal (RFP).

II. SCOPE OF SERVICES

The firm selected for this project will be responsible for completing Comprehensive Land Use Plan for the Camp Bullis Sector and must be completed by and provided to the City of San Antonio by April 30, 2010.

This Scope of Services is for the creation of a Comprehensive Land Use Plan for the Camp Bullis Sector. The Land Use Plan is a primary implementation strategy recommended by the Joint Land Use Study (JLUS) for Camp Bullis.

This Scope of Services (SOS) will outline:

- A. Objectives
- B. Results and Benefits Expected
- C. Approach (including oversight, direction, tasks, and timeline)
- D. Products
- E. Definitions

A. OBJECTIVES

The Objective of the Comprehensive Land Use Plan is to identify and enforce compatible land use standards around Camp Bullis. Creating the appropriate strategy is just as important as identifying the actual compatible land uses. Camp Bullis is surrounded by the City of San Antonio, unincorporated

portions of the three Counties, and a few small incorporated cities. The strategy will require the cooperation of many entities and will utilize several tools to achieve the objective.

Overall, there are several strategies outlined in the Joint Land Use Study that will assist with ensuring compatible land use around Camp Bullis. These directly and indirectly impact the Comprehensive Land Use Plan. They include:

- Acquisition of Land
- Camp Bullis Awareness Program
- Creation of JLUS Implementation Board
- Comprehensive Land Use Plan
 - Controlled Compatible Land Use Area (defined in Texas Local Government Code Ch. 241)
 - Military Influence Overlay District (MIOD) in city limits
 - MIOD outside city and in the City's Extraterritorial Jurisdiction (ETJ)
- Joint Airport Zoning Board (JAZB)
- Compatible Land Use Zoning (not addressed in lighting and noise overlays), where allowable
- Legislation: House Bill 2919 which authorizes a Regional Military Sustainability Commission for a territory up to three (3) miles around Camp Bullis
- Real Estate Disclosure Requirement
- Capital Improvement Planning
- Zoning and Building Codes

The consultant shall work in collaboration with the City of San Antonio, the Military, other governmental entities, and the community to establish a compatible Future Land Use Plan and land use policies for the Sector around Camp Bullis. The challenge is that Texas has limited zoning capability. Incorporated cities, and certain areas around the military are authorized to extend zoning regulations. A multi-pronged approach needs to take place for areas where we do, and do not have direct zoning authority. Buy-in from all stakeholders in the vicinity, including property owners and governmental entities is paramount. The consultant will be responsible for creating the rationale and analysis for the Land Use Plan and implementation strategies, and assist in the public process to gain acceptability for the plan.

B. RESULTS OR BENEFITS

The Result of this Scope of Services is the creation of a Comprehensive Land Use Plan for the Sector around Camp Bullis. The benefit to the community is the preservation of Camp Bullis, and a Plan for the Camp Bullis Sector that is consistent with the other Sector Plans (six) being created for the Region. The benefit to Camp Bullis is buy-in from the community, and specific land use tools, that will help ensure compliance with the Plan once it is adopted.

The Sector Plan process shall begin with an overall Regional Visioning Exercise. This process shall be conducted by the City of San Antonio, prior to the creation of specific Sector Plans. The Consultant for the Camp Bullis Sector Plan shall be expected to participate in and/or review this process to gain an overall perspective of growth patterns and public sentiment toward those growth patterns in and around San Antonio.

The creation of a Sector Plan around Camp Bullis – and throughout other sectors of the San Antonio Region shall help the community articulate and define development patterns that allow San Antonio to grow as a community, while reducing the impact on the military operations at Camp Bullis. Without this overall Sector Plan process, and an update to the City of San Antonio Master Plan Policies overall, it will be difficult to gain community buy-in for specific land use policies close to Camp Bullis. A regional plan for growth, in conjunction with specific land use policies around Camp Bullis, is the best means to protect Camp Bullis. Creation of other Sector Plans in the Region will provide opportunities to encourage relief measures to guide development where it is appropriate, and discourage incompatible development around Camp Bullis.

The Sector Plan for Camp Bullis will contain strategies to support the mission and goals for the Camp Bullis Sector. The consultant will be valuable in coordinating the various strategies available to, and necessary for, the Camp Bullis Sector. For instance, the Comprehensive Land Use Plan shall:

- Determine the potential airport hazard area and appropriate development and building restrictions, as specified in Texas Local Government Code Ch. 241, and delineation of the areas where “controlled compatible land use” would be most applicable based on usage of the Camp Bullis Combat Assault Landing Strip (CALS) and potential creation of a Joint Airport Zoning Board.
- Lays the foundation for implementation of the newly adopted state legislation (HB 2919) which authorizes creation of a Regional Military Sustainability Commission for a territory three (3) miles around Camp Bullis where the Commission could recommend “denial” of development based on “compatible development standards” developed and recommended as a part of this study.

C. APPROACH

The Sector Plan shall be the mechanism to implement the JLUS recommendation to develop a Comprehensive Land Use Plan for the Military Influence Overlay District (MIOD).

The Sector Plan for Camp Bullis shall become an official update to the City of San Antonio Comprehensive Plan. Land Use Categories shall be developed for the Sector Plan Area. The categories shall be based on information provided in the Camp Bullis Joint Land Use Study (JLUS) and additional baseline information provided by City of San Antonio staff. The additional information may address the elements of Housing, Transportation, Employment, Economy, Education, Community Facilities, Public Safety, Natural Resources / Topography, Cultural Resources, Parks and Recreation, Water, Wastewater, and Stormwater elements. The comprehensiveness of the Sector Plan is important to ensure compatibility and consistency with Sector Plans that will be created for six other areas within San Antonio Region.

The Regional Visioning Exercise shall include an examination of current Master Plan Policies for the City of San Antonio. The Regional Visioning and the Sector Plan Process shall lead to a recommended update to the City of San Antonio Master Plan Policies that apply Citywide. Additional, more specific, policies may be adopted for each Sector.

The Sector Plan shall identify land use categories within the five (5) mile MIOD. The Consultant shall also specifically define the five (5) mile MIOD district so that it follows existing network and property lines. Within the City of San Antonio limits, and other incorporated areas, where zoning is permitted

by state law, the land use plan shall be implemented through zoning. Zoning authority is also available in the Controlled Compatible Land Use area which is a 3 x 10 mile area around the Airport Hazard Area of Camp Bullis. The Airport Zoning authority is allowable by Chapter 241 of the State Code.

The Consultant shall also recommend Compatible Development Standards for a 3 mile area around Camp Bullis which outlines the territory of a potential Regional Military Sustainability Commission (as authorized by House Bill 2919 of the Texas Legislature).

1. Project Oversight

Oversight for Sector Plans shall be provided by a Comprehensive Planning Citizen's Advisory Committee. The Citizen's Advisory Committee (CAC) shall be composed of a diverse group of stakeholders and shall be responsible for ensuring consistency and compatibility for all Sector Plans.

Oversight for the Camp Bullis Sector Plan shall be provided by a Planning Team of diverse stakeholders in the Sector area, with additional oversight from the Office of Military Affairs, the Military, and shall be staffed by Planning and Development Services Department.

2. Project Direction

Day to day project direction for the Consultant shall be provided by the Planning and Development Services Department and monitored by the Office of Military Affairs.

3. Consultant Tasks:

The Consultant shall:

- Review results of Regional Visioning Exercise (to be conducted by City of San Antonio); provide written analysis of application to Camp Bullis Sector Plan prior to Planning Team meetings.
- Review results of Master Plan Policy Review (conducted by City of San Antonio); provide written analysis and policy recommendations related to Camp Bullis prior to Planning Team meetings
- Review baseline data contained in JLUS report – and additional information provided by City staff; Utilize in Planning Team meetings.
- More specifically define the five (5) mile MIOD using parcels and streets, and submit as GIS files.
- In relation to House Bill 2919, authorizing a Regional Military Sustainability Commission (RMSC), define the potential geographical boundaries, using parcels and streets, of the RMSC territory and recommend “compatible development standards” for the area consistent with the Camp Bullis JLUS.

- Define, geographically, by parcels and streets, the “controlled compatible land use area,” as defined in Texas Local Government Code Chapter 241 for a potential Joint Airport Zoning Board (JAZB) and recommend the “compatible land use” therein consistent with the Camp Bullis JLUS.
- Determine adequate Rotary Wing Safety Zones around the Camp Bullis “boundary line” helipads for helicopter ingress and egress. Additionally, make a recommendation for any necessary change to Texas State law in this regard.
- Conduct two (2) General Public Meetings regarding the Camp Bullis Sector Plan
- Conduct six (6) Camp Bullis Sector Planning Team Meetings
- Participate in two (2) Meetings with Comprehensive Planning Citizens Advisory Committee (conducted by the City of San Antonio)
- With staff guidance, write Camp Bullis Sector Plan (staff reserves the right to modify)
- Submit 20 paper copies of the Draft Plan for review
- Submit 30 paper copies of the Final Plan
- Submit copies of all documents electronically in a format compatible with available technology utilized by the City of San Antonio Planning and Development Services Department.
- Prepare and make presentations for the meetings listed in tasks and timeline to include: two general public meetings, six planning team meetings, two Comprehensive Planning Citizens Advisory Committee meetings; Zoning Commission briefing and hearing, Planning Commission briefing and hearing (and Technical Advisory Committee briefing of PC if warranted); and City Council briefing and hearing. (If public hearings continued, consultant shall be required to attend at least one additional meeting per Commission, Committee, or Council)
- Demonstrate that all documents and recommendations are consistent with TX Local Government Code, City of San Antonio Master Plan Policies, Camp Bullis Joint Land Use Study (JLUS), San Antonio Strategic Preservation Plan, Unified Development Code, and other relevant codes and policies.

4. Timeline

November 2009

- Proposals due Monday, November 9, 2009
- Applicants notified by Friday, November 13, 2009 if selected for interview
- Comprehensive Planning Citizens Advisory Committee (CAC) created (By City)
- City facilitates Community-wide Visioning process and Master Plan Policy Review (anticipated to occur the week of November 16)

December 2009

- City Council selects Consultant*

January 2010

- Comprehensive Planning Citizens Advisory Committee Meeting
- Sector Planning Team Meeting #1 (work session for Planning Team, but open to the public)
- Sector Planning Team Meeting #2

February 2010

- Sector Planning Team Meeting #3
- Public Meeting (A) for Camp Bullis Sector Plan

March 2010

- Comprehensive Planning Citizens Advisory Committee Meeting
- Sector Planning Team Meeting #4
- Sector Planning Team Meeting #5
- Sector Planning Team Meeting #6
- Draft of Sector Plan to be completed

April 2010

- Public Meeting (B) to review draft of Camp Bullis Sector Plan
- Planning Commission Briefing
- Zoning Commission Briefing

May 2010

- Comprehensive Planning Citizens Advisory Committee Meeting
- Planning Commission Public Hearing
- Zoning Commission Public Hearing
- City Council Consideration

* Contract Services will, at a minimum, comply with Federal procurement standards (CFR 32 part 33).

* These studies will also rely on extensive coordination and communication with the local military during the execution of their BRAC directives and Joint Land Use Study implementation activities.

D. PRODUCTS

The Consultant shall produce the following products:

1. General Reports

- Report of Community Input for Regional Vision as related to Camp Bullis
- Master Plan Policy Update recommendations to implement Camp Bullis JLUS and Sector Plan

2. Camp Bullis Sector Plan

- The Camp Bullis Sector Plan shall follow the Approach outlined in Section C, to meet the Objectives outlined in Section A, to help assure the Results and Benefits outlined in Section B.
- In addition, the Camp Bullis Sector Plan shall compare and contrast land uses for the various geographic and political areas, and provide appropriate analysis, recommendations, and implementation strategies for areas:
 - Within the Sector Planning Area
 - Within the five (5) mile MIOD
 - Inside the City of San Antonio or other municipality in ETJ
 - Outside the City of San Antonio or other municipality in ETJ
 - Inside City of San Antonio or other municipality bounded by City of San Antonio
 - In the Unincorporated parts of a County, outside any municipalities ETJ
 - Within the Controlled Compatible Land Use Area and the Airport Hazard Area
 - Within the three (3) mile jurisdiction of the Regional Military Sustainability Commission

3. Joint Airport Zoning Board – Airport Hazard Area Recommendations

- The consultant shall prepare report defining an “Airport Hazard Area” for the property around the Combat Assault Landing Strip (CALS) in the northern part of Camp Bullis and recommending land uses therein per JLUS final report recommendations. This would include a geographical depiction where of a Joint Airport Zoning Board would have authority, as outlined in law, 1. to specify the land use permitted, 2. regulate the type of structures, and 3. restrict the height of structures and objects of natural growth to prevent the creation of an obstruction to flight operations or air navigation. Additionally determine what safety recommendations may be applicable for possible rotary wing safety zones around helipads near the boundary of the installation. Conclusions from this report shall be referenced in the Camp Bullis Sector Plan.

4. Bird Aircraft Strike Hazard Program Recommendation

- The Consultant shall provide a written program recommendation that incorporates the appropriate elements of the military Bird Aircraft Strike Hazard program for safety of flight for both fixed and rotary winged aircraft around the Combat Assault Landing Strip and other areas as determined necessary for safety of flight. Conclusions from this recommendation may be referenced in the Camp Bullis Sector Plan as deemed appropriate by Consultant and City of San Antonio.

5. Compatible Development Standards for Regional Military Sustainability Commission

- The Consultant shall write report addressing “compatible development standards” as required by new state legislation (HB2919) to allow a Regional Military Sustainability Commission to make a determination if a project or development within a three (3) mile territory around Camp Bullis would be compatible with the mission of the installation. This is the only authority in state law which would provide a basis for “denial” for a project in an unincorporated area (county) or municipal extraterritorial jurisdiction. Conclusions from this report shall be referenced in the Camp Bullis Sector Plan.

E. DEFINITIONS:

MIA* -- Military Influence Areas: Geographic planning area where military operations may impact local communities – and where local activities may affect the military’s ability to carry out its mission. The MIA is where compatible land use policies and regulations are recommended to support the JLUS goal and objectives.

MIOD* – Military Influence Overlay District: The Camp Bullis MIOD is defined as a five (5) statute mile area from the Camp Bullis installation boundary (Figure 5-1). The Official MIOD boundary will be developed during the implementation stages of the JLUS. The formal boundary will follow the roadway network or property lines located closes to the MIOD general five-mile boundary.

The MIOD is comprised of several MIAs [all included in Figure 5-9]. Some MIAs will have sub areas defined as zones. The MIOD is proposed as a planning and zoning tool used for implementing the policies and regulations associated with each Camp Bullis MIA. Camp Bullis has four MIA Areas:

- Light (Zone 1 and 2) [Figure 5-3]
- Noise [Figure 5-4]
- Vertical Obstructions [Figure 5-5]
- Safety [Figure 5-6]

MILITARY BIRD AIRCRAFT STRIKE HAZARD*

The military Bird Aircraft Strike Hazard program shall provide for safety of flight for both fixed and rotary winged aircraft around the Combat Assault Landing Strip and other areas as determined necessary for safety of flight.

*** More information and the referenced figures** can be found in Joint Land Use Study which was completed in June 2009. The final report is available at www.campbullisjlus.com

HB 2919

Texas House Bill 2919 relates to creation of regional military sustainability commissions to ensure compatible development with military installations in certain areas.

Regional Military Sustainability Commission (summary):

- Territory consists of unincorporated areas located within 2 miles of military installation boundary
- Three (3) miles for installations engaged in flight training
- Maximum nine members (no elected officials)
- Reviews new projects only
- Advisory committee of six (6) members (3 military, 3 landowners)
- Commission submits compatibility reports within 30 days to regulating entity
- Government entity may not take action until report received
- Finding of incompatibility is grounds for denial by regulating entity
- Before exercising duties, **Compatible Development Standards** must be developed
- Regional Compatible Development Standards must consider FAA regulations for military installations that service aircraft and helicopters.
- Commission shall submit standards to participating governmental entities for approval.
- Land Owners appeal to Commission ruling can be made at District Court

HB 2919 Standards must be coordinated with:

- County Plan for Growth
- **City's Comprehensive Plans**
- JLUS

MAPS

- **Potential JAZB area** (3 x 10 mile rectangle) and potential Airport Hazard Area (Exhibit 1)
- **Potential HB 2919 Regional Military Sustainability Commission territory** (3 miles) (recommended compatible development standards) (Exhibit 2)
- **MIOD Land Use** (5 Mile from Camp Bullis) (Exhibit 3)
- **Sector Plan Areas** (Exhibit 4)

[SEE ATTACHED MAPS in separate PDF]

III. OWNERSHIP AND LICENSES

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Respondent pursuant to this Contract shall be the subject of any copyright or proprietary claim by Respondent.

The term “local government record” as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFP, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City’s written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Respondent, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

IV. INTELLECTUAL PROPERTY

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

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

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

1. Either:

- a) obtain, at Respondent 's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,
- b) alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and
- c) reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

2. Respondent further agrees to:

- a) assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement,
- b) assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and
- c) indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

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

V. TERM OF CONTRACT

Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on the date of the last party to execute this Agreement and terminate on completion of services described in Section II Scope of Services, and accepted by City Council.

VI. PRE-PROPOSAL CONFERENCE

A Pre-proposal Conference will be held at **City of San Antonio, Planning and Development Services Department, 1901 S. Alamo, San Antonio, Texas 78205, at 10:00 a.m., Local Time, on October 19, 2009.** Respondents are encouraged to prepare and submit their questions in writing four (4) calendar days in advance of the Pre-proposal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-proposal

Conference and posted on the City's Website at <http://epay.sanantonio.gov/RFPListings/>. Attendance at the Pre-proposal Conference is optional, but highly recommended.

This meeting place is accessible to disabled persons. The Planning and Development Services Department is wheelchair accessible. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

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

VII. PROPOSAL REQUIREMENTS

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

TABLE OF CONTENTS

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

TAB 2- GENERAL INFORMATION FORM: Use the Form found in this RFP as Attachment A, Part One)

TAB 3 – REFERENCES: Use the Form found in this RFP as Attachment A, Part Two)

TAB 4 –EXPERIENCE, BACKGROUND & QUALIFICATIONS: Use the Form found in this RFP as Attachment A, Part Three)

TAB 5 – PROPOSED PLAN - Use the Form found in this RFP as Attachment A, Part Four)

TAB 6 –MISCELLANEOUS INFORMATION - Include any other relevant information about Respondent you wish the City to consider in its selection.

TAB 7 – PRICE SCHEDULE - Use the Pricing / Compensation Schedule that is found in this RFP as Attachment B.

TAB 8 - DISCRETIONARY CONTRACTS DISCLOSURE FORM:

Attachment C This form may be downloaded at

<https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>. Complete on-

line, print form and place as Tab 8 within Respondent's proposal. After successfully printing the completed form, click on the "Submit" button to file electronically. You must include the printed form with your proposal even if you file the form electronically.

TAB 9 - LITIGATION DISCLOSURE FORM: Complete and submit the Litigation Disclosure Form, found in this RFP as Attachment D. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form. The Litigation Disclosure form should appear as Tab 9 within Respondent's proposal.

TAB 10 - SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) LIST OF SUBCONTRACTORS/SUPPLIERS FORM: Complete, sign and submit the SBEDA form, found in this RFP as Attachment E. Place the SBEDA form as Tab 10 within Respondent's proposal.

TAB 11 - PROOF OF INSURABILITY: Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFP (at Exhibit II) if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate. Place both documents as Tab 11 within Respondent's **ORIGINAL** proposal. Additional copies are not required.

TAB 12 - FINANCIAL INFORMATION: Submit a copy of Respondent's three most recent annual financial statements, prepared in accordance with Generally Accepted Accounting principles, audited by an independent Certified Public Accountant. The City reserves the right to obtain, at no cost to the Respondent, a Dun and Bradstreet financial report, or other credit report, on Respondent and its partners, affiliates and subtenants, if any, to facilitate its financial evaluation of the proposal. "Place documents as Tab 12 within Respondent's **ORIGINAL** proposal. Additional copies are not required."

TAB 13 - SIGNATURE PAGE: Respondent must complete, sign and submit the Signature Page found in this RFP as Attachment F. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority. Place the signed Signature Page as Tab 13 within Respondent's proposal.

TAB 14 - ADDENDUMS: Bidder shall sign and submit all Addendums (if any) issued for this RFP. Changes to the RFP will be posted to the City of San Antonio's Bidding & Contract Opportunities Website, <http://epay.sanantonio.gov/RFPListings/>. It is Bidder's responsibility to review this site and ascertain whether amendments or revisions have been made prior to submission of a proposal response. Place Addendums, if any, as Tab 14 within Respondent's proposal.

TAB 15 - PROPOSAL CHECKLIST: Complete and submit the Proposal Checklist found in this RFP as Attachment G as Tab 15 within Respondent's proposal.

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

VIII. AMENDMENTS TO RFP

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

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

IX. SUBMISSION OF PROPOSALS

Respondent shall submit: One (1) original, signed in ink, ten (10) copies of the proposal, and one (1) compact disk (CD) containing an Adobe PDF version of the entire proposal. Respondent shall submit these items in a sealed package, clearly marked on the front of the package: **"Comprehensive Land Use Plan for Camp Bullis"**

- A. All proposals must be received in the City Clerk's Office no later than **2:00 p.m., Local Time, on November 9, 2009** at the address below. Proposals submitted prior to the above time and date may be modified provided such modifications are sealed and received by the City Clerk's Office prior to the time and date set for submission of proposals. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the City Clerk's Office by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

City Clerk's Office, Attn: Planning and Development Services
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

City Clerk's Office, Attn: Planning and Development Services
100 Military Plaza
2nd Floor, City Hall
San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

- B. Proposal Format: Each proposal shall be typewritten, single-spaced and submitted on 8 ½" x 11" white paper and inside a three ring binder. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission is not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed two-sided. Margins shall be no less than 1" around the perimeter of each page. Electronic files, websites, or

URLs shall not be submitted in lieu of the printed proposal, other than the CD copy required above. Each proposal must include the sections and attachments in the sequence listed in the RFP Section VII, Proposal Requirements, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

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

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

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

X. RESTRICTIONS ON COMMUNICATION

- A. Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFP or Proposals from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Respondents may ask verbal questions concerning this RFP at the Pre-proposal Conference.
2. Respondents may submit written questions concerning this RFP to the Staff Contact Person listed below until **3:00 p.m., Local Time, on October 29, 2009**. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by email to:

Ms. Trish Wallace, Regional Planning Manager
City of San Antonio, Planning and Development Services
Patricia.Wallace@sanantonio.gov

However, questions sent by certified mail, return receipt requested, will also be accepted and should be addressed to:

Ms. Trish Wallace, Regional Planning Manager
City of San Antonio, Planning and Development Services
P.O. Box 839966
San Antonio, TX 78283-3966

If submitting questions by mail, it is recommended to send as certified mail, return receipt requested.

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

3. Respondents and/or their agents are encouraged to contact the Small Business Outreach Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy Program policy and/or completion of the SBEDA form. The point of contact is Ms. Grace Luna. Ms. Luna may be reached by telephone at (210) 207-3900 or by e-mail at Grace.Luna@sanantonio.gov. Contacting her or her office regarding this RFP after the proposal due date is not permitted.
 4. Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.
 5. Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than seven (7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.
- B. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations, initiated by City staff persons, shall not be considered a violation by Respondent of this section.

XI. EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The notification date for interviews, if interviews are conducted, is Friday, November 13, 2009. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council.

Evaluation criteria:

A. Experience, Background, Qualifications (40 points)

B. Proposed Plan (25 points)

C. Price Schedule (15 points)

D. Small Business Economic Development Advocacy Program (SBEDA) (20 points):

1. A maximum of ten percentage (10) points for Local Business Enterprises (LBEs).

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

Non-local prime contractors can receive points for subcontracting with local businesses proportional to the amount of work performed by those local subcontractors (i.e. – 50% to local = 5 points).

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

Prime contractors who subcontract with HUEs can receive points proportional to amount of work performed by those HUEs (i.e. – 50% to HUEs = 2.5 points).

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

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

- e. One percent (1%) for meeting/exceeding the SBE goal.

XII. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

- A. City reserves the right to award one, more than one or no contract(s) in response to this RFP.
- B. The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.
- C. City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.
- D. City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.
- E. City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.
- F. This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- G. If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.
- H. The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.
- I. Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair

market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

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

This solicitation has been identified as High-Profile.

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

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

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

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

XIII. SCHEDULE OF EVENTS

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

RFP Release Date	October 10, 2009
Pre-proposal Conference	October 19, 2009, 10:00 a.m. Local Time
Final Questions Accepted	October 29, 2009, 3:00 p.m. Local Time
Proposals Due	November 9, 2009, 2:00 p.m. Local Time
City Council Consideration of Consultant	December 2009
Consultant completion of Comprehensive Land Use Plan for Camp Bullis	April 2010
City Council Consideration of Final Plan	May 2010

RFP ATTACHMENTS

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

RFP ATTACHMENT A, PART ONE

GENERAL INFORMATION

To be submitted with Respondent's Proposal as TAB 2

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

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

Respondent Name: _____

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____

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

DUNS NUMBER: _____

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

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

☐ Partnership

☐ Corporation If checked, check one: ☐ For-Profit ☐ Nonprofit

Also, check one: ☐ Domestic ☐ Foreign

☐ Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

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

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

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

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: ____

Total Number of Current Clients/Customers: ____

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

List Related Companies: _____

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

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

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

Yes ☐ No ☐

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

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

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

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

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

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

Years _____ Months _____

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

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

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

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

Years _____ Months _____

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

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

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

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

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

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

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

10. **Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the

name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

11. Previous Contracts:

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

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

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

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

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

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

RFP ATTACHMENT A, PART TWO

REFERENCES

To be submitted with Respondent's Proposal as TAB 3

Provide three (3) references, that Respondent has provided services to within the past four (4) years. The contact person named should be familiar with the day-to-day management of the contract and **be willing to respond to questions** regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Date and Type of Service(s) Provided: _____

RFP ATTACHMENT A, PART THREE

EXPERIENCE, BACKGROUND, QUALIFICATIONS **To be submitted with Respondent's Proposal as TAB 4**

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFP. List and describe relevant projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed. For each project list:
 - a. Explain the study methodologies used and why those specific methods were chosen
 - b. Describe how Respondent facilitated community input on controversial topics and give specific examples.
 - c. Describe the impacts and results of the Comprehensive Land Use Plan for Camp Bullis.
 - d. List names, roles and responsibilities of key personnel assigned to this project.
2. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.
3. List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project.
4. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past.
6. Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.
7. State the primary work assignment and the percentage of time key personnel will devote to the project if awarded the contract.
8. For each contractor/subcontractor team member identified in the Organization Chart (Item 4, Proposed Plan) required in this Respondent Questionnaire, please provide the following information:
 - a. List their qualifications (to include licenses, certifications, memberships) and relevant experience on projects of similar size and scope.
 - b. State the primary work assignment and the percentage of time they will devote to the project if awarded the contract.
 - c. Current office location.
9. List the status and anticipated date of completion of current projects as of the proposal date. Indicate other known projects to which the Respondent will be committed during the term of this project, if selected. Provide a statement regarding the Respondent's availability to negotiate and

enter into a contract immediately upon selection. Provide a statement which addresses Respondent's ability to commence work and complete the project in accordance with the RFP's proposed contract term.

8. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

RFP ATTACHMENT A, PART FOUR

PROPOSED PLAN

To be submitted with Respondent's Proposal as TAB 5

Prepare and submit the following items.

1. Work Plan –
 - a. Methodology – Provide a work plan describing the services, approach and methodology proposed for accomplishing the scope of services outlined in this RFP. Provide a statement demonstrating Respondent's understanding of the objectives and issues of the project.
 - b. Discuss the roles and responsibilities of the Respondent and all subcontractors. Identify work to be performed by the Respondent and work to be performed by subcontractors, if any.
 - c. Resource and Information Requirements – Provide a list of all resources and information that Respondent will request the City to provide.
 - d. Regulatory Compliance - Explain how Respondent will ensure that the Comprehensive Land Use Plan for Camp Bullis will be consistent with TX Local Government Code, City of San Antonio Master Plan Policies, Camp Bullis Joint Land Use Study (JLUS), San Antonio Strategic Preservation Plan, Unified Development Code, and other relevant codes and policies.
2. Operating Plan – Describe the proposed plan to conduct the Comprehensive Land Use Plan for Camp Bullis as outlined in Article II., Scope of Services. The proposed plan shall include specific tasks, staff assigned, schedule of events and expected participation of City staff.
3. Timeline: Provide a timeline for completion of key tasks and milestones as outlined in Section II., Scope of Services which meets the City's requirement of completion by April 2010.
4. Organization Chart – Provide a chart showing names, titles and roles of individuals who will be assigned to this project. Show relationship to City and subcontractors. Identify, on the chart, the local individual who will assume the position of Project Manager or Project Lead and who will be in charge of all aspects of the project.
5. Marketing Plan - Describe Plan to market proposed operation, including community outreach and utilization of specific media. Identify minimum annual expenditures to be dedicated to marketing efforts.
6. Additional Information. Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

RFP ATTACHMENT B

PRICE SCHEDULE

To be submitted with Respondent's Proposal as TAB 7

PRICE SCHEDULE

Price to City
 Total Price to Provide Proposed Services to City for Completed Comprehensive Land Use Plan for Camp Bullis: \$ _____ (NOTE: Total Price shall be inclusive of all travel and per diem costs incurred by Respondent for completion of Section II, Scope of Services)

Total Price Breakdown as per Section II, Scope of Services:

The Respondent shall provide a Schedule of Values based up the Tasks and Products identified in RFP Section II, Scope of Services. The Schedule of Values shall be submitted with the Price Schedule as Tab 7 of Respondent proposal response.

RFP ATTACHMENT C
DISCRETIONARY CONTRACTS DISCLOSURE FORM
To be submitted with Respondent's Proposal as TAB 8

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

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

1. Download form and complete all fields.
2. Click on the "Print" button and place the copy in your proposal as TAB 8 as indicated in the Proposal Checklist.
3. Click the "Submit" button. If the Respondent neglects to complete all required fields, incomplete areas will be highlighted in red. All fields must be completed prior to submitting the form.

RFP ATTACHMENT D

LITIGATION DISCLOSURE FORM
To be submitted with Respondent's Proposal as TAB 9

LITIGATION DISCLOSURE

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes ☐ No ☐

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

Yes ☐ No ☐

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

Yes ☐ No ☐

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

RFP ATTACHMENT E

Small Business Economic Development Advocacy Form

List of Sub Contractors/Suppliers Form

To be submitted with Respondent's Proposal as TAB 10

LIST OF SUBCONTRACTORS/SUPPLIERS

The Bidder/Proposer, _____, as part of the procedure for the submission of bid/proposals on a project known as **Comprehensive Land Use Plan for Camp Bullis**, submits the following list of subcontractors/suppliers for proposed subcontracting areas (use additional sheets if necessary) to be used in the performance of work to be done on said project.

NAME OF SUBCONTRACTOR/SUPPLIER	SBE-MBE-WBE-AABE CERTIFICATION NO.	PERCENT AND DOLLAR AMOUNT OF SUBCONTRACT

The following section is to be completed if the contract (Project) is for less than \$200,000. Please list subcontracting solicitations to all SBE-MBE-WBE-AABE contractors for participation on project. If none, explain (exclude successful bidders listed above). Use additional sheets if necessary. **The contractor is expected to solicit participation on subcontracts from available MBE-WBE-AABE-SBEs under this contract.**

NAME OF COMPANY PERFORMING WORK	SBE-MBE-WBE-AABE CERTIFICATION NO.	REASON FOR REJECTION

Only companies certified as an MBE, WBE, AABE or SBE by the City of San Antonio or its certifying organization can be applied toward the contracting goals. All MBE-WBE-AABE-SBE subcontractors or suppliers must submit a copy of their certification certificate through the Prime Contractor. Proof of certification must be attached to this form. If a business is not certified, please call the Small Business Program Office at (210) 207-3900 for information and details on how subcontractors/suppliers may obtain certification.

It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of Economic Development and Director of the appropriate contracting department (through the proposal of the Request for Approval of Change to Affirmed List of Subcontractors/Suppliers).

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: _____
SIGNATURE: _____ DATE: _____

RFP ATTACHMENT F

SIGNATURE PAGE

To be submitted with Respondent's Proposal as TAB 13

SIGNATURE PAGE

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

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

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

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

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

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

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions

I acknowledge that this contract has been designated a "high-profile" contract. I have read and understand the provisions regarding high profile contracts that appear on the cover page of this RFP.

RFP ATTACHMENT G

PROPOSAL CHECKLIST

To be submitted with Respondent's Proposal as TAB 15

PROPOSAL CHECKLIST

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

Tab in Respondent's Proposal	Document	Initial to Indicate Document is Attached to Proposal
	Table of Contents	
1	Executive Summary	
2	General Information (See RFP Attachment A, Part One)	
3	References (See RFP Attachment A, Part Two)	
4	Experience, Background & Qualifications (See RFP Attachment A, Part Three)	
5	Proposed Plan (See RFP Attachment A, Part Four)	
6	Miscellaneous Information (See RFP Attachment A, Part Five)	
7	*Pricing Schedule (See RFP Attachment B)	
8	*Discretionary Contracts Disclosure (See RFP Attachment C)	
9	Litigation Disclosure (See RFP Attachment D)	
10	* SBEDA Form (See RFP Attachment E); and • Associated Certificates, if applicable	
11	Proof of Insurability (See RFP Exhibit I) • Insurance Provider's Letter • Copy of Current Certificate of Insurance	
12	Financial Information <i>Provide with ORIGINAL only.</i>	
13	* Signature Page (See RFP Attachment F)	
14	*All Addendums issued (if any) for this RFP.	
15	Proposal Checklist (See RFP Attachment G)	
	One (1) Original, ten (10) Copies, and one (1) CD of entire proposal in PDF format.	

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

RFP EXHIBIT I

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

SMALL BUSINESS PROGRAM

1. **Small Business Participation**

Pursuant to Ordinance No. 2007-04-12-0396, it is the policy of the City of San Antonio to involve Small, Minority, Women and African-American Owned Business Enterprises (S/M/W/AABE) to the greatest extent feasible in the City's discretionary contracts. The intent and purpose of the policy is to ensure that S/M/W/AABE firms have the opportunity to compete for City contracts without discrimination on the basis of race, color, religion, national origin, age, sex or handicap. To accomplish the objectives of the Small Business policy, the City has established specific goals for local S/M/W/AABE participation in this contract.

2. **DEFINITIONS** related to the Small Business Program Provisions:

- a. **Small Business Program:** the Small Business Economic Development Advocacy ("SBEDA") Program governed by this ordinance and managed by the SMALL BUSINESS Program Office.
- b. **Small Business Enterprises (SBE):** a corporation, partnership, sole proprietorship or other legal entity, for the purpose of making a profit, which is independently owned and operated and which meets the U.S. Small Business Administration (SBA) size standard for a small business. All firms meeting these thresholds will be considered an SBE.
- c. **Local Business Enterprise (LBE):** a corporation, partnership, sole proprietorship, or other legal entity which is headquartered within Bexar County for at least one year. For a branch office of a non-headquartered business to qualify as an LBE, the branch office must be located in Bexar County for at least one-year and employ a minimum of ten (10) residents of Bexar County for use at the local branch office.
- d. **Minority Business Enterprise (MBE):** a sole proprietorship, partnership, or corporation owned, operated, and controlled by a minority group member(s) who has at least 51% ownership. Minority group member(s) include African-Americans; Hispanic Americans; Asian-Pacific Americans; Asian-Indian Americans; American Indians; and Disabled Individuals. The minority group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an MBE, the enterprise shall be headquartered in Bexar County or the San Antonio Metropolitan Statistical Area (the SAMSA) for any length of time, or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the MBE's category of contracting for at least one year.
- e. **Woman Business Enterprise (WBE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by women who have at least 51% ownership. The woman or women must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or

citizens of the United States or its territories. To qualify as a WBE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits or receives bids on or proposals for, City contracts within the WBE's category of contracting for at least one year.

- f. **African-American Business Enterprise (AABE)**: a sole proprietorship, partnership, or corporation owned, operated and controlled by an African-American group member(s) who has at least 51% ownership. The African American Group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an AABE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the AABE's category of contracting for at least one year.

3. **Goals for Small Business Participation**

The goals for the utilization and participation of SBE-MBE-WBE-AABE businesses on this contract are as follows:

MBE	31%
WBE	10%
AABE	2.2%
SBE	50%

Please note that a small business could be classified in multiple categories and thus their utilization could in theory be counted in each category of goals. For example, **Prime Contractor X** submits a proposal, which specifies that they intend to subcontract with Subcontractor A for 10% of the contract. Subcontractor A is certified by the City as an SBE and MBE (a male-owned Hispanic Business owner can be certified as an SBE and MBE). **Prime Contractor X** also intends to subcontract with Subcontractor B for 13% of the contract. Subcontractor B is certified by the City as SBE, MBE and a WBE (a female-owned Hispanic Business owner can be certified as SBE, MBE and WBE). In addition, **Prime Contractor X** also intends to subcontract 10% of the contract to Subcontractor C—a City certified SBE, MBE and AABE (a male-owned African-American business owner can be certified as both a MBE and as an AABE Business). **Prime Contractor X** is also classified as a local SBE. **Prime Contractor X's** compliance with the Small Business goals under this scenario would be as follows:

	City's Small Business Goals	Prime Contractor X's Compliance
MBE	31%	33%
WBE	10%	13%
AABE	2.2%	10%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

Another example regarding compliance with the policy is as follows: **Prime Contractor Y** submits a proposal, which specifies that they intend to partner through a joint-venture agreement with Company D. Company D is certified by the City as both an SBE and MBE (a male-owned Hispanic Business—certified as an SBE and MBE). As part of their joint-venture agreement, Company D will perform on 32.5% of the contract. **Prime Contractor Y** also intends to subcontract 13% of the contract with Subcontractor F. Subcontractor F is a City certified SBE/MBE/WBE and AABE business. **Prime Contractor Y** is also classified as a local SBE. **Prime Contractor Y** compliance with the Small Business goals would be as follows:

	City's Small Business Goals	Prime Contractor Y's Compliance
MBE	31%	45.5%
WBE	10%	13%
AABE	2.2%	13%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

4. **List of Subcontractors/Suppliers Required**

Proposals shall include a List of Subcontractors/Suppliers, which shall identify the particular SBEs, MBEs, WBEs and AABEs to be utilized in the performance of a contract awarded pursuant to this RFP.

5. **SMBE-WBE-AABE Certification Required**

Only companies certified as SBE, MBE, WBE, or AABE through the South Central Texas Regional Certification Agency (SCTRCA), or as approved by the City of San Antonio Director of Economic Development, can be applied towards the contracting goals. Proof of certification must be submitted.

6. **Small Business Program Information**

Interested contractors/proposers are encouraged to contact the Small Business Division for information regarding the City's Small Business Program Policy in accordance with the City's Communication Policy outlined in the solicitation document. Please call (210) 207-3900 or FAX: (210) 207-3909.

RFP EXHIBIT II

INSURANCE REQUIREMENTS

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

INSURANCE

- A) Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Planning and Development Services Department, which shall be clearly labeled "***Comprehensive Land Use Plan for Camp Bullis***" in the Description of Operations block of the Certificate. 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 City will not accept 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 City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Planning and Development Services Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
- B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.
- C) A Respondent's financial integrity is of interest to the City; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at 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 below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
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 <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>C</u> ombined <u>S</u> ingle <u>L</u> imit for <u>B</u> odily <u>I</u> njury and <u>P</u> roperty <u>D</u> amage 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 by reason of any act, malpractice, error or omission in professional services.

D) The City 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 City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Respondent shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Planning and Development Services Department
P.O. Box 839966
San Antonio, Texas 78283-3966

E) Respondent agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.

- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- F) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to City. City 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.
- G) In addition to any other remedies the City may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.
- H) 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 subcontractors' performance of the work covered under this Agreement.
- I) It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- J) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.
- K) Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.

RFP EXHIBIT III

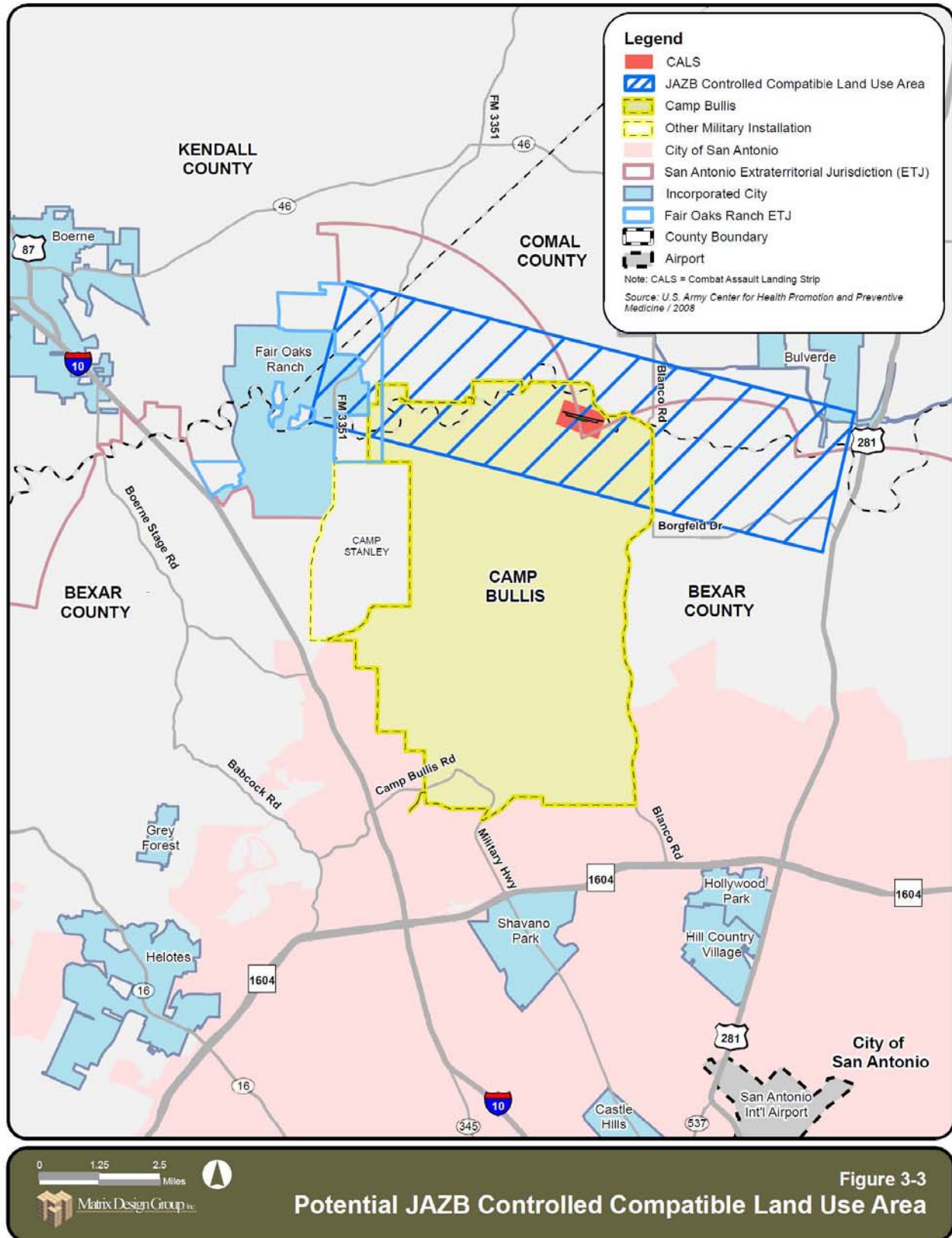
INDEMNIFICATION REQUIREMENTS

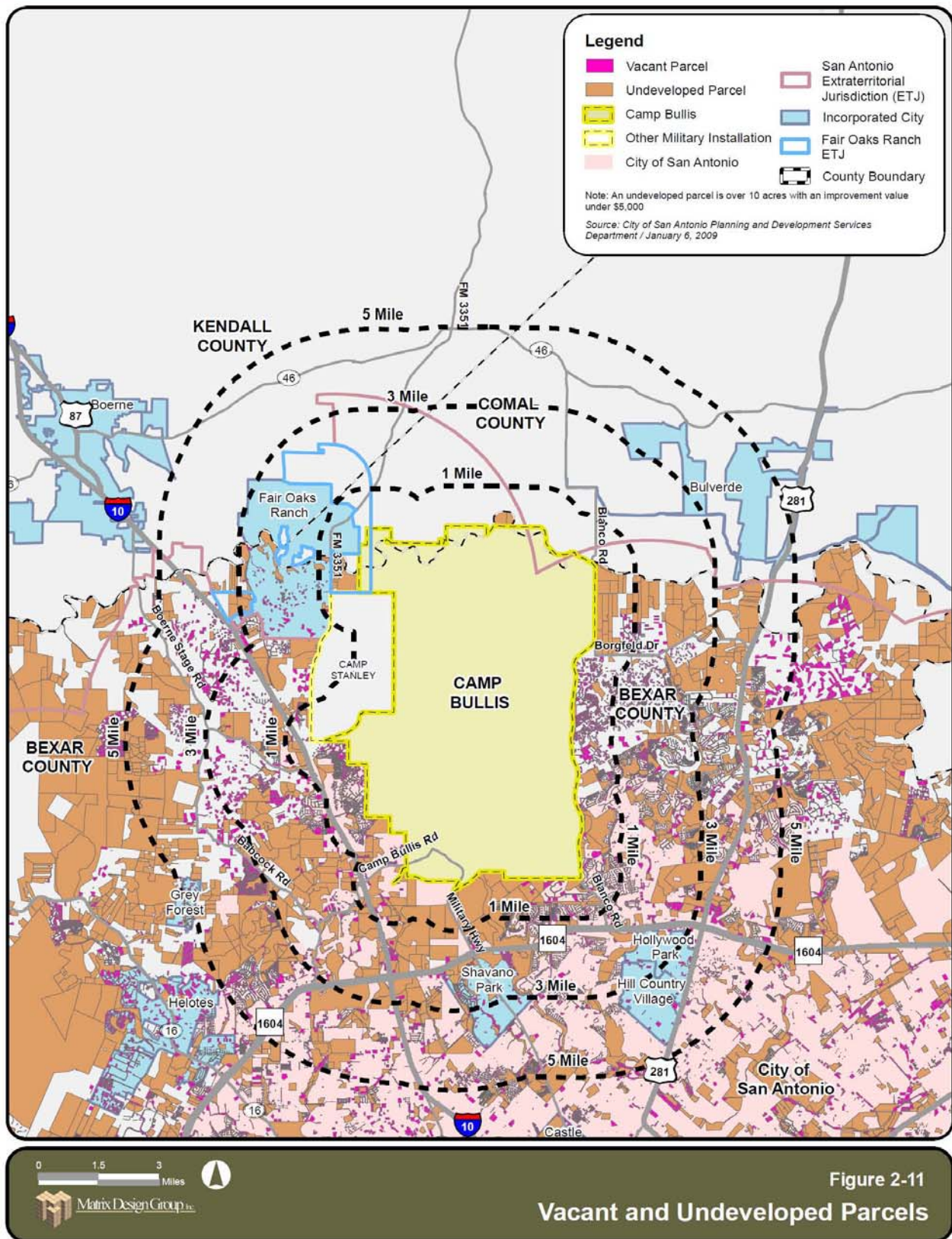
If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below:

INDEMNIFICATION

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

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





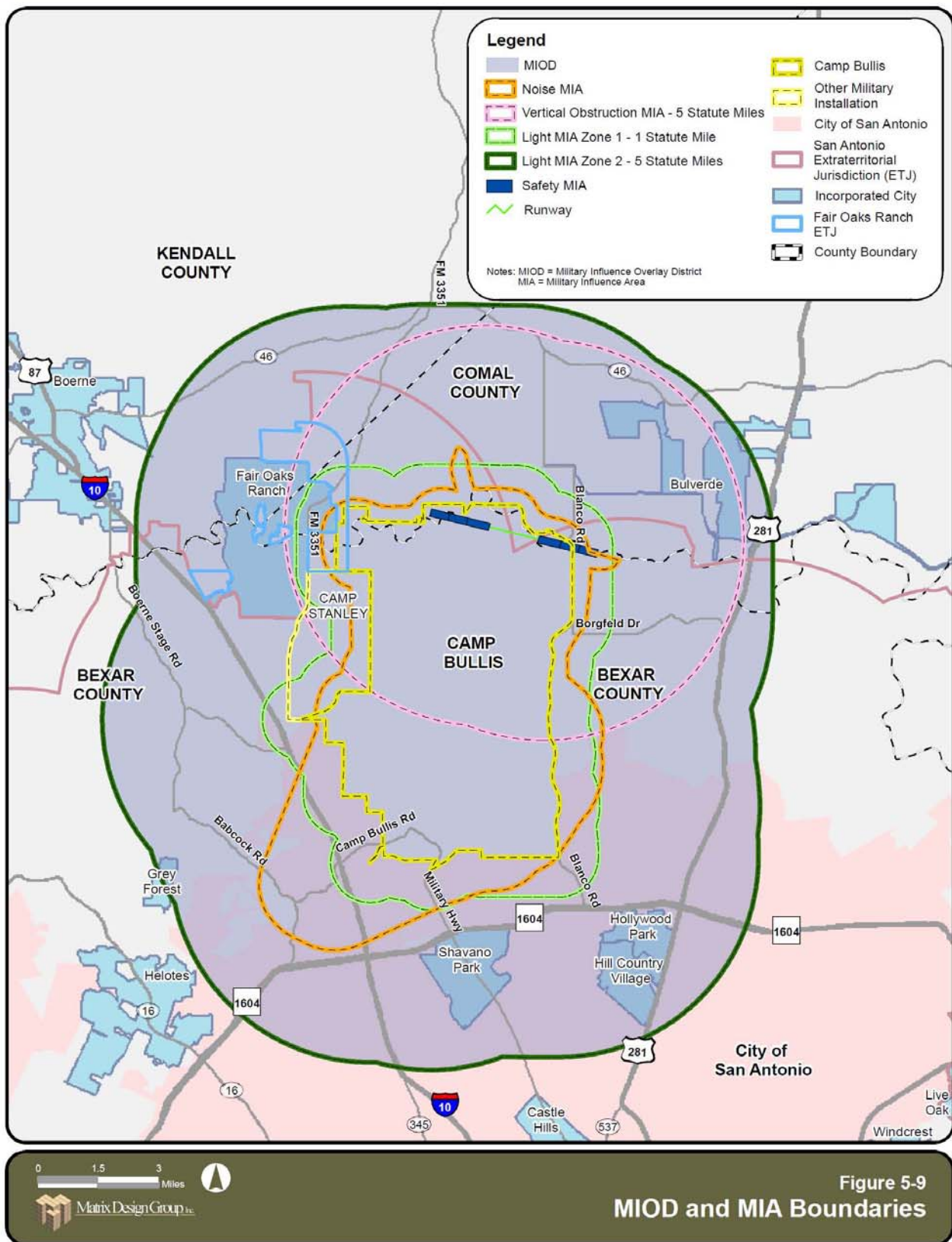
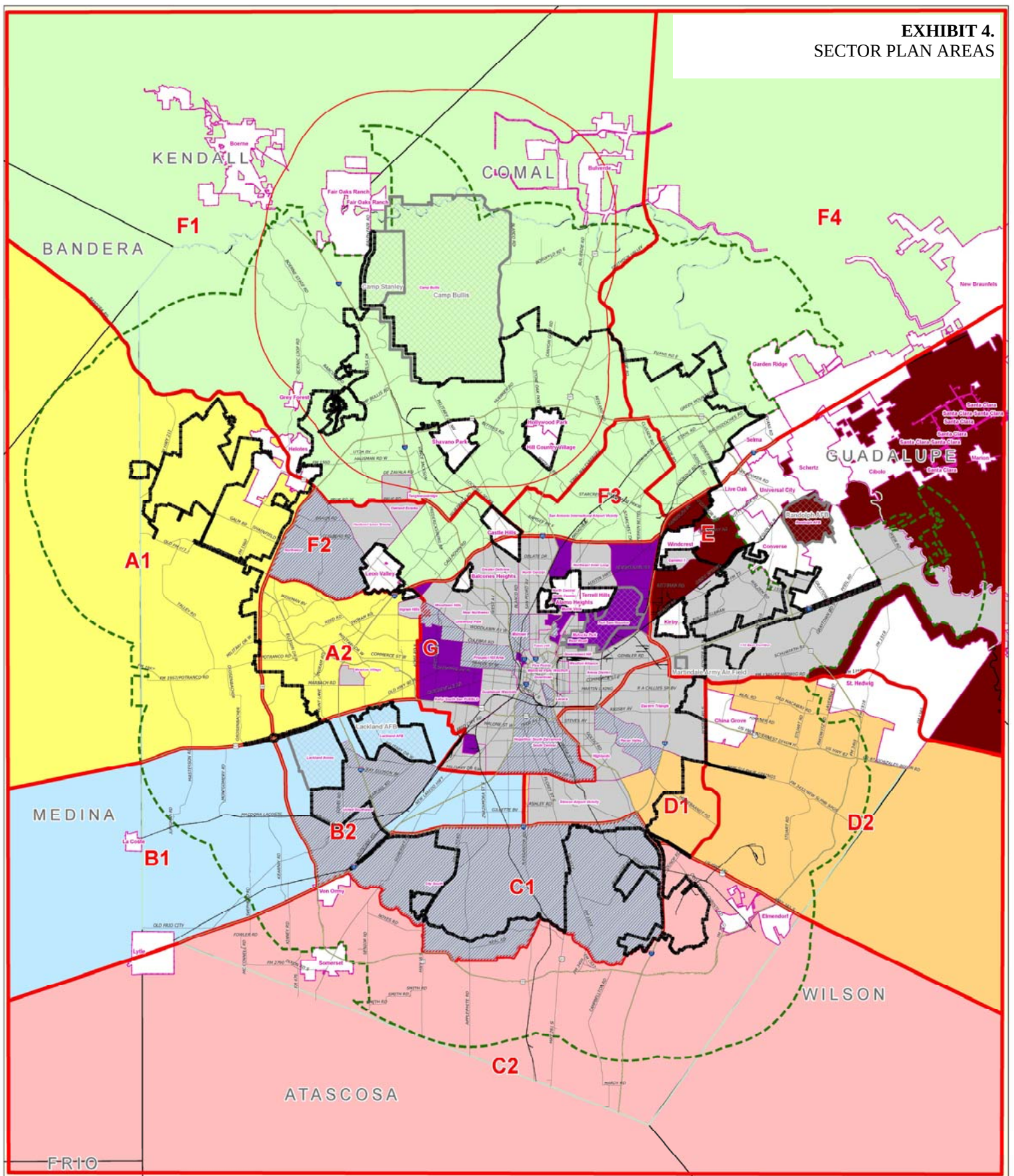


EXHIBIT 4. SECTOR PLAN AREAS



Data Source: City of San Antonio Enterprise GIS, Bexar Metro 911, Bexar Appraisal District
 "The Geographic Information System Product, prepared from The City of San Antonio is provided 'as is' without warranty of any kind, and the City of San Antonio expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The City of San Antonio does not warrant, guarantee, or make any representation regarding the accuracy, completeness, or timeliness of the information provided to you by the City of San Antonio in terms of completeness, accuracy, reliability, timeliness or otherwise. The entire risk as to the results and performance of any information obtained from the City of San Antonio is entirely assumed by the recipient."
 "Please contact the responsible City of San Antonio Department for specific determinations."

City of San Antonio Planning and Development Services Department GIS Manager: C:\Users\mrodriguez\Documents\GIS\SanAntonio\GIS\Map.mxd
 Maps may be ordered at: 210.207.7873

Map Created by: Preston Trinkle
 Map file location: Neighborhood&CommunityPlansAllAreas34x44NewDates.mxd
 Map last Edited: Oct 13, 2009
 PDF Filename: 08100901.pdf

City of San Antonio Comprehensive Sector Plan Approach

0 10,000 20,000
Feet

City of San Antonio
Planning and Development
Services Department
Roderick J. Sanchez, AICP, CDO
Director
CDO Motion Development and
Business Services Center
1901 S. Alamo
San Antonio, TX 78204

