



SAN ANTONIO
RIVER AUTHORITY

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SAN ANTONIO RIVER AUTHORITY

REQUEST FOR PROPOSAL FOR

**Master Plan Study For
The City of San Antonio-Initiated Tax Increment Reinvestment
Zone Number 31 know as Midtown**

RFP NUMBER: 2010-01

DATE ISSUED: Thursday, February 18, 2010

**PROPOSALS MUST BE RECEIVED BEFORE
5 p.m. Thursday, March 18, 2010**

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SECTION 1

INTRODUCTION

1.1 General Information

The San Antonio River Authority (“River Authority”) was created by the 45th Texas Legislature on May 5, 1937 and is a political subdivision of the State of Texas. The River Authority was reorganized in 1961 to plan, manage and implement water-related programs and projects within the San Antonio River Basin. The State of Texas empowered the River Authority to preserve, protect and manage the resources and the ecology of the San Antonio River and its tributaries.

The River Authority district covers 3,677 square miles along the San Antonio River Basin in Bexar, Goliad, Karnes and Wilson counties. The River Authority’s concern for the quality and quantity of water extends our focus beyond these boundaries, since factors outside the district contribute to the health and well-being of the River and district communities.

The River Authority is collaborating with the City of San Antonio and the Board of Directors for the Midtown Tax Increment Reinvestment Zone (TIRZ) (Parties) to issue this Request for Proposal. The planning effort supports the River Authority’s current operation and maintenance in the Museum Reach of the San Antonio River Improvements Project as well as the River Authority’s goals to advance a sustainable environment by promoting quality of life through holistic approaches to watershed management. The River Authority seeks to promote responsible and low impact development in a highly visible, urban sub-watershed.

The River Authority serves as the contracting agent for this contract and is working with the TIRZ board and the Master Plan Oversight Committee. The Oversight Committee has been formed as a subcommittee of and advisor to of the TIRZ Board. The Oversight Committee consists of nine members total including five TIRZ Board members, and two River Authority staff and two City of San Antonio staff members. The Oversight Committee will oversee the master plan development process and provide guidance to the consultant team throughout the development of the master plan. The consultant team will interface with the Oversight Committee and TIRZ board at least monthly throughout the process.

1.2 Project Background

The City of San Antonio City Council created TIRZ Number 31 known as Midtown on December 11, 2008 and appointed a Board of Directors for the zone. The TIRZ was created to implement the following objective:

- o To assist revitalization and reinvestment initiatives to achieve goals of existing City Programs and City-adopted plans, by using a comprehensive Reinvestment Plan to coordinate development incentives to set development standards that encourage long term, high quality investment.

The Midtown TIRZ consists of approximately 460 acres of property located north of the central business district (see map Attachment B). The area consists of major

commercial and transportation corridors, established neighborhoods and residential developments, cultural destinations, and the northern reach of the San Antonio River and abuts an historic urban park.

To fulfill the objective of the TIRZ, the Parties desire the completion of a master plan study to guide the attainment of a shared vision for Midtown to create a:

- o a mixed use, mixed income neighborhood of urban character, scale and density
- o a walk-able, bike-able and transit-oriented community
- o a lively district of economic, cultural, educational, residential and entertainment activity
- o a mix of new construction, rehabilitation and adaptive reuse that exemplifies quality architecture and sustainable and green building practices
- o a model low impact district that protects the watershed and celebrates green spaces

SECTION 2

PROJECT SCOPE OF SERVICES

2.0 General Purpose: This planning effort will consider Midtown in its entirety, developing a community-based vision, and master plan that identifies, prioritizes, and conceptualizes key public infrastructure projects for investment by revenue generated from the TIRZ that will further stimulate and support sustainable and appropriate economic development within the defined zone.

The vision is to create within Midtown:

- o a mixed use, mixed income neighborhood of urban character, scale and density
- o a walk-able, bike-able and transit-oriented community
- o a lively district of economic, cultural, educational, residential and entertainment activity
- o a mix of new construction, rehabilitation and adaptive reuse that exemplifies quality architecture and sustainable and green building practices
- o a model low impact district that protects the watershed and celebrates green spaces

The vision should be applied to the following areas within the Midtown area with consideration of existing plans:

- o Broadway Corridor
- o St. Mary's Corridor
- o River Corridor
- o Josephine and Grayson Streets
- o Area south of Grayson Street and west of the San Antonio River

The master plan should encourage new construction as well as adaptive reuse utilizing sustainable and green building practices. The planning process will occur in

three phases: 1) Resource Inventory and Assessment, 2) Stakeholder Involvement and Future Alternatives Analysis, 3) Development of the Master Plan and Project List

PHASE 1: RESOURCE INVENTORY AND ASSESSMENT

River Authority and the City of San Antonio are responsible for compiling, consolidating and geographically referencing neighborhood plans, adjacent TIRZ master plan documents and various plans of other institutions. The compilation by River Authority and City of San Antonio will also consist of collecting and geographically referencing the project plans and implementation schedule for all governmental infrastructure projects, public utility projects and public transportation projects and plans within the area.

The consultant's responsibility in the compilation will be to inventory all existing and future private development plans in the area by researching approved building permits, zoning documents, consultation with City staff and land owners in the zone or any other means to gather the data. The consultant shall inventory existing resources and assets as listed below. The consulting team should review basic development and land use codes impacting development opportunities in Midtown. The data, as appropriate, shall also be integrated into the geographically referenced database with the information gathered by River Authority and the City of San Antonio. In addition, the consultant shall become familiar with the application of the City's Unified Development Code and Tax Increment Development Patterns within the Midtown areas.

The consultant, in cooperation with River Authority, City of San Antonio and the TIRZ Board, shall analyze the entirety of the compiled information to provide insight into Midtown's existing strengths and weaknesses, as well as identify potential future development opportunities and infrastructure requirements. This effort should permit an honest appraisal of the challenges and opportunities facing Midtown.

Reference documents for the planning effort:

- **Previous Policy and Planning Documents to be Reviewed**

The Midtown Area has been the subject of previous planning efforts. Recent plans affecting the area have identified various goals and should be reviewed. A summary of these documents is as follows or can be viewed at: http://www.sanantonio.gov/planning/neighborhoods/planning_services.asp:

- o 1996 Downtown Strategic Plan
- o 1999 Downtown Neighborhood Plan
- o Community Revitalization Action Group (CRAG) Report
- o City of San Antonio Master Plan
- o City of San Antonio Housing Master Plan
- o River Improvement Overlay Zoning District 2 (RIO-2)
- o Inner-City Rail Streetcar, Downtown Circulator Study, December 2009

- o Neighborhood Plans:
 - Mahncke Park
 - Westfort Alliance
 - Tobin Hill
 - Government Hill
 - River Road
- **CRAG Goals**
 - o **Located in CRAG Area:** The CRAG report established the City's historic city limits, the thirty-six square-mile core of the city, as a priority area for revitalization efforts. The CRAG area has always been part of the TIF Program's highest priority area, and contains the neighborhoods that bore the costs of the City's growth for many years, subsidizing the extension of new electric, water, and sewer lines to the suburbs.
 - o **Contains Brownfields:** The CRAG report recommended working with property owners, developers, bankers, insurers, and agencies to procure additional resources for brownfields redevelopment.
 - o **Contains Historic Structures:** The CRAG report recommended supporting historic preservation as a strategy for attracting and retaining investment and building equity in the inner city.
- **City of San Antonio Master Plan Goals that apply to Midtown**
 - o **Located within 1/2-mile of downtown** or within 1/2-mile of potential transit terminal or within 1/4-mile of potential high-capacity transit route. Master Plan Urban Design Policy 5j encourages growth within walking distance of downtown employment centers and within walking distance of future high capacity transit terminals in neighborhood centers.
 - o **Vacant or underutilized commercial buildings:** Master Plan Neighborhoods Policy 1d promotes conversion or adaptive reuse of vacant or underutilized commercial buildings to provide affordable infill housing.
 - o **Inside Loop 410:** Master Plan Economic Development Goal 4 is to provide economic opportunities in targeted areas, particularly within Loop 410 and the southern sector. Master Plan Growth Management Policy 1g is to continue to make physical improvements in the inner city to encourage redevelopment and infill development.
 - o **High proportion (>50%) of low and moderate income residents and/or housing code violations:** Master Plan Neighborhoods Policy 4b gives priority in the use of housing reinvestment programs to the revitalization of neighborhoods with higher proportions of low and moderate income residents or with the worst housing conditions.
 - o **Low student population in neighborhood schools.** Master Plan Community Services Policy 3b targets areas for revitalization where excess space in neighborhood schools exists.
- **Housing Master Plan Goals**
 - o **Infill housing:** Housing Master Plan Objective 1.2 is to provide infill housing development to provide new housing stock in older neighborhoods.

- o **Housing located downtown:** Housing Master Plan Objective 3.1 is to stimulate increased production of units for downtown housing development.
- **River Improvement Overlay (RIO)-1 & 2 Goals**
 1. Design Objectives for River Improvement Overlay Districts.
 - (1) Design Objectives for "RIO-1" River Improvement Overlay District - 1.
 - A. Maintain the character of existing residential neighborhoods and redevelop commercial nodes. Maintain two (2) separate contexts within its boundaries: 1) residential areas and 2) newly revitalized commercial nodes. Allow higher density, multi-family residential and mixed-use buildings. Preserve existing neighborhoods.
 - B. Encourage mixed-use redevelopment of urban character along Broadway and St. Mary's. Allow for neighborhood-oriented business and redevelopment of the area. Redevelop Broadway and St. Mary's as urban corridors with consistent street edges.
 - C. Maintain scenic open space and natural character of the river, particularly through Brackenridge Park, so that it is in character with its nearby residential neighbors; residents should be able to easily access this open space while maintaining their sense of privacy.
 2. Design Objectives for "RIO-2" River Improvement Overlay District-2.
 - A. Encourage high-density, mixed-use developments as extensions of the downtown core. Extend the urban character of downtown, as perceived from the river, throughout "RIO-2" so that it becomes a high density, mixed-use area. Create a positive pedestrian experience as perceived at the street edge.
 - B. Encourage neighborhood and cultural tourism oriented uses as well as those that provide additional housing for downtown workers.
 - C. Enhance the pedestrian experience with high quality streetscape designs and links to the public Riverwalk. Emphasize the street edge to enhance the pedestrian experience through continuous building walls and well-designed streetscape. Link the public Riverwalk with street edges to maintain adequate pedestrian circulation and views of both the street and the river. Maximize usable open space to provide opportunities for passive recreation and community gathering.
 - D. Enhance the pedestrian experience with high-quality building designs that include balconies facing the river and primary entrances facing the street. Design buildings to maintain the human scale of the environment. Ensure adequate solar access. Use varied materials and

forms, including balconies, to provide visual interest. Orient primary building entrances toward the street, but buildings should also have entrances facing the river, which are subordinate in character and scale to street entrances.

Please refer to:

<http://www.sanantonio.gov/dsd/udc.asp>

or

<http://www.municode.com/resources/gateway.asp?pid=14228&sid=43>

or

<http://library7.municode.com/default-test/DocView/14228/1/35/41>

See the City of San Antonio's Unified Development Code Article VI Division 6 RIO DISTRICTS (Page 66) and specific requirements for RIO 2.

Phase I: Resource Inventory and Assessment should also include an inventory of Midtown's resources and assets to establish the foundation for planning activities needed to prepare the Midtown Master Plan. The inventory should consider the following:

- **Building Stock and Land Use Mix**

An overall building condition, building use and land use inventory should be compiled. Already existing databases include digital information about land uses, square footage, zoning, building dimensions and heights, property ownership, general building condition (from the records of the local Appraisal District), assessed value (where available), age of structures, and digital aeriels. The consultant is not expected to conduct a building-by-building assessment. Rather, the consultant is to utilize generally available information – supplemented by some field review – to evaluate the condition of Midtown's building stock and produce a professional judgment of the developmental potential of each block within the primary study area. This must also include consideration of the general historic and architectural integrity of each area as it may relate to the potential for continued use and/or redevelopment.

- **Parks and Open Space**

The area is adjacent to a major City park and river-related improvements. The consultant will be expected to review the master plan for Brackenridge Park and the San Antonio River Improvements Project—Park Segment designs and identify opportunities for development and/or expansion of public open spaces, including possible locations and sites for central gathering places, and pocket parks. Thus the consultants should examine the current spaces to develop an inventory of land that can be made available for supporting recreational uses. This should include land that is not easily developed and should remain as part of the river's retention facilities but can be used as public open space.

- **Business Development Opportunities (Small Business Strategy)**
Businesses should be inventoried according to type of business to identify gaps in services so that potential business types for recruitment can be identified.
- **Economics and Employment**
The consultant will not be required to complete a real estate market analysis but current data (to be provided) should be reviewed so that market trends can be considered and products presently not in the market can be identified. Again, this area is anticipated to serve a wide variety of incomes, lifestyles, and commercial real estate uses.
- **Demographic Assets**
The assessment should take stock of the current condition of, and type of, housing, schools, as well as income levels and other characteristics of residents.
- **Special Events, Venues, and Parades**
The Phase 1 study should consider the types of outdoor events currently held in the area, including master plans for Brackenridge Park; the Witte Museum; the Pearl Development; St. Mary's Street; and others within the area. Annual Fiesta Parades and related events must also be considered in the assessment. This information should serve in Phase 2 as a basis for determining infrastructure needs necessary to support the various activities in the area.
- **Streetscape**
During Phase 1, the consultant should perform a general inventory of the quality and quantity of the existing streetscape. Analysis should include the connectivity and desirability of spaces for pedestrians, bicyclist and transit riders. This information should be used in evaluating the condition of the existing streetscape, and serve as a basis for recommended improvements to establish a more active and accessible street level experience.
- **Public Infrastructure**
Several public infrastructure projects are already planned, designed or underway in the Midtown area. The River Improvements Project that is under-construction now will connect the recently completed Museum Reach Urban Segment through Brackenridge Park north to Hildebrand Avenue and will be completed by 2010. As part of Phase I of the study, RIVER AUTHORITY and the City will compile and geo-reference these projects and their scope and implementation schedule. The compilation will encompass electrical, water, sanitary sewer, storm water, streets, mass transit, telecommunications, fiber optic, and web/Internet facilities. This information should be reviewed by the consulting team and additional follow-up inquiries conducted as necessary.

Updated hydraulic and hydrology models have been completed on the area along with updated flood plain mapping. These tools are available from RIVER AUTHORITY for use by the consultant team. Simultaneous to the development of the Midtown Master Plan, RIVER AUTHORITY will be managing the development of a master plan for the San Antonio River Watershed encompassing the sub-watersheds of the Midtown area.

- **Transportation Elements**

During Phase 1 the consultant should become familiar with on-going planning by VIA Metropolitan Transit (VIA) to investigate the addition of transit improvements in the area, specifically fixed rail streetcar. The consultant team should assess this effort as foundation for determining the best way to integrate transit within the Midtown area. In addition to transit, the consultant team should explore pedestrian and bike modes of transportation to promote safe ways for people to move through and around the area. A bicycle master plan was adopted by the City Council in April 2005 to guide construction of future bicycle facilities; an update to that plan will begin in Spring 2010.

The consulting team should review an inventory of information to be provided regarding transportation systems serving Midtown. This may include traffic volumes and flows, condition of street materials, multimodal level of service, traffic signalization, turning movements, street directionality, on- and off-street parking facilities, way-finding techniques, transit service levels and boardings, pedestrian and bicyclist movement, and other elements as appropriate. Traditional Street Standards already exist in the City of San Antonio's Unified Development Code Division 2 Section 35-506, Table 506-4 and Table 506-4A. These street design standards may be appropriate for Midtown. However, amendments to these standards or alternate standards should be proposed if the consulting team considers such amendments or alternatives as critical.

- **Low Impact Development**

The consultant team should have expertise on Low Impact Development concepts that may have application in the Midtown area. The desire is high to develop an urban community within the Midtown area that is sustainable and sensitive to its impact on the watershed.

PHASE 2: STAKEHOLDER INVOLVEMENT AND FUTURE ALTERNATIVES ANALYSIS

The purpose of Phase 2 is to involve stakeholders in the process of developing the master plan and to receive input on the necessary infrastructure, priority projects and potential design concepts. This preferred outcome would then serve as the conceptual framework for putting detailed physical, financial, and management systems in place to implement the Master Plan.

A Planning Team has been identified by the City of San Antonio to consist of a representative from the TIRZ board, planning area stakeholders, and public

agencies with interest in the Midtown area. The Planning Team serves as a sounding board for the consultant team and will provide feedback to the consultant on master plan content, process and technical matters.

The consultant team is encouraged to use the Planning Team as a primary component of the stakeholder involvement process. The City of San Antonio will coordinate Planning Team meetings and schedule meetings as needed to support the timeline of work by the consultant team.

In addition to work with the Planning Team, the consultant will be required to hold at least three public meetings/workshops. The public meetings/workshops should be scheduled, in coordination with the City of San Antonio, to maximize the value of the public input in the development of the process. The final public meeting/workshop shall; however, be scheduled to share the final draft of the master plan publicly before it proceeds through its final approval process.

The consultant team is free to determine the best format for the public meetings/workshop with the following criteria as a guide:

- Process should allow input and active participation from a variety of stakeholder groups including businesses, residents, school representatives and public entity representatives (government, public utilities, etc.)
- Consultant should share visual displays, concepts, case studies from other communities (as appropriate) and other presentation materials as needed during the public meetings to enhance understanding, communication and input possibilities on master plan concepts, proposed projects, priorities, etc.

Review of Alternatives

The outcome of the public process will be reviewed with the Oversight Committee and TIRZ Board. The consultant team should present project priorities and concepts to both the Oversight Committee and TIRZ board prior to presenting publically to allow for direction.

PHASE 3: DEVELOPMENT OF MASTER PLAN

The Midtown Master Plan report should include details on the best approach to achieving the vision for Midtown as defined by the TIRZ Board and included at the beginning of this section. The master plan should include the following elements:

- Purpose/Goals/Objectives of the planning area
- Analysis of existing conditions of the area
- Assessment of opportunities and challenges for the area

- Preferred development strategies (land use, business, residential along with required support systems: transportation, schools, utilities, storm water, parks/open space, special events, etc.) to ensure sustainability, livability and economic success of the area.
- Required infrastructure needed to support preferred development strategies
- Opportunities and strategies to promote and incorporate Low Impact Development concepts
- Design guidelines and prioritized projects with concepts, cost estimates and implementation schedules for Midtown in its entirety as well as the defined areas below:
 - o Broadway Corridor
 - o St. Mary's Corridor
 - o River Corridor
 - o Josephine and Grayson Streets
 - o Area south of Grayson Street and west of the San Antonio River
- Unified Development Code and/or other policy changes recommended to aid in implementing the vision for Midtown.
- Aggressive short term and long term financing, development/redevelopment and timing strategies. Additional funding strategies
- Master plan must also support the City's reinvestment plan and include:
 - o Affordable housing strategy
 - o Small Business development opportunities
 - o Educational development/workforce development, etc.

Implementation and Financing Program

The final Midtown Master Plan report should outline a multi-year program and establish priorities for implementing the concepts described above. The steps contained in the implementation program should be stated in terms of intent and likely outcome; agencies and organizations responsible for completing the task, including their respective lead and subordinate status; likely/desirable/necessary starting and completion dates; general financial commitment for the elements; probable funding sources; implementation priorities; and measures of success.

Master Plan Adoption

The selected consultant should be prepared to assist in the concluding public review and adoption of the Midtown Master Plan by the City of San Antonio. The consultant should anticipate making two final presentations of the Master Plan to public and private decision-making bodies, as well as four additional presentations at community forums.

SECTION 3

NOTICE TO RESPONDENT

3.1 General Information

The River Authority is requesting proposals for the purpose of selecting a Contractor to provide Master Plan Study for the City of San Antonio-Initiated Tax Increment Reinvestment Zone Number 31 know as Midtown. The River Authority's needs are outlined in the following Request for Proposal ("RFP").

RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED. FAILURE TO COMPLY WITH ALL REQUIREMENTS MAY BE USED TO EXCLUDE A RESPONSE FROM CONSIDERATION.

3.2 Submittal Deadline

The River Authority will accept proposals submitted in response to this RFP until **March 18, 2010 at 5 p.m.** Central Standard Time (the "Submittal Deadline") to the address in Section 4.4 (F.1).

3.3 River Authority Contact Person

Any questions or concerns regarding this RFP shall be submitted to the assigned representative listed below:

Karen Guerrero, CTP, CTPM
Contract Administrator
San Antonio River Authority
PO BOX 939980
600 E. Euclid Ave
San Antonio, Texas 78283
Phone: 210-302-3651, Fax: 210-858-0265
E-Mail: kguerrero@sara-tx.org

The River Authority specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to the above-named River Authority contact person. The River Authority shall have a reasonable amount of time in which to respond to questions or concerns. It is the River Authority's intent to respond to all appropriate questions and concerns.

3.4 Agreement

The successful Respondent selected by the River Authority in accordance with the requirements and specifications set forth in this RFP will be required to enter into an agreement ("Agreement") with the River Authority.

3.5 Inquiries and Interpretations

The River Authority may, at its sole discretion, respond in writing to written inquiries concerning this RFP and mail or email its response as an addendum to all parties recorded by the River Authority as having received a copy of this RFP. Only the River Authority's responses that are made by formal written addenda shall be binding on the River Authority. Verbal and other written interpretations or clarifications shall be without legal effect. All addenda issued by the River Authority prior to the Submittal Deadline shall be and are hereby incorporated into this RFP for all purposes.

Each Respondent shall be required to consider and acknowledge receipt of each addendum as specified in this Section. The Respondent is to acknowledge all addenda by completing, signing and returning the Addenda Checklist. The Addenda Checklist is to be received prior to the Submittal Deadline and should accompany the Respondent's proposal.

Respondents receiving this RFP other than directly from the River Authority are responsible for notifying the River Authority that they are in receipt of an RFP package and shall provide to the River Authority its name, address, telephone number and Facsimile ("FAX") number, in the event the River Authority issues addenda to this RFP or provides written answers to questions.

3.6 Public Information

Respondent is hereby notified that the River Authority strictly adheres to all statutes, court decisions and opinions of the Attorney General of Texas relating to the Texas Public Information Act (TEX. GOV'T CODE, Chapter 552). The River Authority considers all information, documentation and other materials requested in this RFP to be presumed public.

In the event the Respondent believes that any documentation submitted in response to this RFP is proprietary in nature, the Respondent shall clearly identify the documentation that may be proprietary. Upon receipt of a request for information by the River Authority, the River Authority will notify the Office of the Attorney General of the request and will make a good faith effort to contact Respondent of the request. Respondent shall be responsible for contacting the Attorney General of Texas for a ruling relating to the status of the documentation.

Responses will be opened so as to avoid disclosure of contents to competing Respondents, and kept secret during the process of negotiation. However, all proposals shall be open for public inspection after award except for trade secrets and confidential information contained in the proposals that have been identified as such by the Office of the Attorney General.

3.7 Evaluation and Award

The Master Plan Oversight Committee will review proposals, make evaluations, and offer a recommendation for award.

3.7.1 The Respondent must identify all terms and conditions with which they are not able to comply. Otherwise, it is assumed that all terms and conditions as specified herein are accepted by the Respondent. These evaluation items will be used to compare proposer's product and service offerings. Respondents are to use the sheets contained in this RFP or a facsimile of these sheets in providing a response.

3.7.2 The River Authority retains the right to reject all proposals submitted. The River Authority is not required to select the proposal with the lowest pricing, but shall take into consideration other factors shown below and other relevant criteria. The River Authority reserves the right to accept any proposal deemed advantageous to the River Authority.

3.7.3 Firms demonstrating the mandatory criteria will have their proposals evaluated. The following represent the principal selection criteria that will be considered during the evaluation process:

Responsiveness to the Request for Proposal:	50%
1.) Requested information included and thoroughness of response	
2.) Understanding of the project's requirements and acceptance of the scope of services and terms of RFP	
3.) Clarity and conciseness of the response	
4.) Overall approach to the development of the Master Plan and completing the phases identified in the scope of services	
Background and Capability of Services Requested:	40%
1) Respondent and support personnel's area of expertise and relevant experience	
2) Evidence of the practical application of Respondent's implemented master plans and the resulting benefits to the community from the planning effort	
3) Respondent's reference evaluations	
4) Respondent's innovative approaches to address the unique character of the Midtown area and the master plan development	
Pricing	10%

3.8 Selection

Based upon the evaluation of the Master Plan Oversight Committee, the River Authority General Manager may award a contract to the successful Respondent on the basis of the proposal initially submitted, without discussion, clarification or modification. In the alternative, selection of the successful proposal may be made by the River Authority on the basis of negotiation with any Respondent.

- 3.8.1** The River Authority reserves the right to:
- (a) enter into agreements for all or any portion of the requirements and specifications set forth in this RFP with one or more Respondents,
 - (b) reject any and all proposals and re-solicit, or
 - (c) reject any and all offers and temporarily or permanently abandon the procurement, if deemed to be in the best interests of the River Authority.
- 3.8.2** Respondent(s) who submit a proposal may be required to make an oral presentation(s) of their proposal to the Master Plan Oversight Committee and/or the TIRZ Board.
- 3.8.3** Negotiations may be conducted with responsible Respondents who submit proposals determined to be reasonably susceptible of being selected for award. All Respondents will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals.
- 3.8.4** Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers. Any oral negotiations must be confirmed in writing prior to award.
- 3.8.5** The River Authority reserves the right to request clarification of information submitted, and to request additional information from any Respondent. The River Authority reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- 3.8.6** The River Authority reserves the right to award the contract to other qualified Respondents if the primary Respondent chosen does not execute a contract agreeable to the River Authority within ninety (90) days after the award.

3.9 Respondent's Acceptance of Evaluation Methodology

By submitting a proposal, Respondent acknowledges its acceptance of (a) the proposal evaluation process, (b) the Criteria for Selection, (c) other requirements and specifications set forth in this RFP. Respondent also acknowledges and accepts that the River Authority may make some subjective judgments during this RFP process.

3.10 Solicitation for Proposal and Proposal Preparation Costs

The Respondent understands and agrees that:

- (a) this RFP is a solicitation for proposals and the River Authority has made no representation written or oral that one or more contracts with the River Authority will be awarded under this RFP;
- (b) the River Authority issues this RFP predicated on the River Authority's anticipated requirements for services and that the River Authority has made no representation, written or oral, that any such requirements set

- forth in this RFP, including but not limited to the any estimated volume of transactions, will actually be realized if the River Authority enters into an Agreement as a result of this RFP; and
- (c) the Respondent shall bear any and all cost that arises from the Respondent's preparation of a response to this RFP.

3.11 Key Events Schedule

Issuance of RFP – February 18, 2010

Pre-Proposal RFP Questions Due – February 25, 2010 at 5:00 p.m.

Pre-Proposal Conference/Site Visit – March 2, 2010 at 9 a.m. to noon (Pre Proposal Conference followed by tour of the Midtown area.)

Submittal Deadline – March 18, 2010 at 5:00 p.m. (Central Standard Time)

Potential Interviews: week of March 22 – March 26, 2010

Anticipated award Date – April 15, 2010

Estimated Completion of Master Plan - October 2010

Estimated Approval of the Master Plan - December 2010

3.12 Pre-Proposal Conference

A pre-proposal conference is scheduled for all prospective Respondents as follows:

DATE: March 2, 2010

TIME: 9:00 a.m. (CST) to noon

PLACE: San Antonio River Authority
100 E. Guenther
San Antonio, TX 78204
Board Room, 1st floor

AGENDA: An overview presentation will be provided followed by a guided bus tour of the Midtown area with members of the Master Plan Oversight Committee. Space will be limited on the bus.

- (a) This conference is to be held to brief prospective Respondents after the RFP has been issued but before proposals are submitted. Generally, the purpose is to explain and clarify complicated specifications and requirements.
- (b) Prospective Respondents are encouraged to attend the conference and to submit written questions in advance so that prepared answers can be delivered during the conference. Attendance is not mandatory to submit a proposal, however is strongly encouraged.

- (c) Remarks and explanations at the conference will not qualify the terms of the solicitation. Terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing.

3.14 General Conditions

Respondents are required to submit proposals upon the following express conditions:

- (a) Respondents shall make all investigations necessary to thoroughly inform themselves regarding site location, site conditions, and plant and facilities and all other conditions as they currently exist. No plea of ignorance by the Respondent of conditions that exist or that may thereafter exist as a result of failure or omission on the part of the Respondent to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the River Authority or the compensations to the Respondent.
- (b) Respondents are advised that River Authority contracts are subject to all legal requirements provided for in County, State and applicable Federal statutes and regulations.

SECTION 4 **PROPOSAL REQUIREMENTS**

4.1 General Instructions

- A. The Respondent should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- B. Respondents that (i) qualify with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) submit irregularities of any kind are subject to disqualification by the River Authority, at its option.
- C. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements and specifications.
- D. The River Authority reserves the right to seek clarification of any item contained in the Respondent's proposal prior to final selection. The clarification must be provided in writing to either the River Authority or its designated agent, at the River Authority's discretion. Representations made by Respondent in the proposal will be binding the Respondent. The

River Authority will not be bound to act by any previous communication or response submitted by the Respondent, other than this RFP or its addenda.

- E. A Respondent wishing to submit a 'No-Response' is requested to return the first page of the Execution of Offer. The returned form should indicate the responding entity's name and should include the words 'No-Response' in the right-hand column of the Execution of Offer form.
- F. The River Authority reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the River Authority and the firm selected.

4.2 Proposal Requirements

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the development of a Master Plan for the Midtown TIRZ area in conformity with the requirements of this request for proposal. As such, the substance of proposal will carry more weight than their form or manner of presentation. The Respondent's proposal should include a response to the following:

- Respondent should demonstrate through the proposal a comprehensive understanding of the scope of the work with specific experience on similar projects performed by the team and/or its members.
- Respondent should also demonstrate practical urban design expertise and convey tangible benefits resulting from the implementation of master plans developed. Respondent should provide evidence of the practical application of specific master plans as tools for development, redevelopment, rehabilitation or adaptive reuse in the areas where the plans were developed.
- Respondent should propose a general approach to the scope of work that includes the team members and respective responsibilities; a time line and schedule for the proposed approach to the scope of work.
- Respondent should reflect insight and sensitivity to native/San Antonio architecture and design.
- Respondent should indicate experience in inner city redevelopment, light imprint/low impact development in urban watersheds and successful multi-modal approaches.
- Respondent should exhibit sensitivity to and experience with connections and integration of areas in an urban context as well as expertise with economic, cultural, educational, residential and entertainment activity.
- Respondent should have knowledge of innovative financing options that have

been applied successfully in other areas and that can have application in Midtown.

4.3 Proposal Preparation Guidelines

Proposal should be as concise as possible to effectively communicate the information in the proposal requirements but should not exceed 20 pages. Reference material should not exceed 10 additional pages. Proposal should include the following:

- An Executive Summary Statement of Work on how your firm intends to accomplish the work requested as well as how your firm proposes to accomplish and perform each of the specified services and to confront unique problems perceived along with their solutions.
- Introduction of the team members with an organizational chart of the team's structure, reporting roles and key contracts. If respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture. Provide any special certifications or qualifications you (or individuals in your company that you would propose to work for the River Authority) possess that are relevant to this service.
- Details of the qualifications, experience and expertise of the team members including projects where the team members have worked together previously and evidence of the implementation of previously developed master plans. Describe the nature of the project, project name, the agency for which you performed the services. The response should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It is important to the River Authority that continuity of staffing be maintained throughout the entire contract term.
- Summary of the specific understanding of the Midtown area and approach to the development of the Midtown Master Plan including schedule for performing the scope of services to complete the Master Plan by October 2010. This section should also identify concerns, opportunities, challenges and information needs the team has identified in the investigation and preparation of this proposal response. Describe how your firm/team will proactively address these in your proposed plan.
- List of references on projects to include both public and private entities. Provide the Agency name, contact name, phone number, fax number and email address of at least three similar projects that your organization has conducted. NOTE: References will be checked.
- Signed statements or disclosures contained in the RFP :
 - o Provide a signed statement with your proposal attesting that your firm complies with the Department of Fair Labor Standards Act and

- that your firm meets all equal employment, and affirmative action non-discrimination regulations.
 - o Signed Indemnification and Insurance Statement (Section 5)
 - o Signed Execution of Offer (Section 7)
 - o Respondent's General Questionnaire (Section 9) which requires a signed statement that your firm is not listed on any federal, state or local, suspended and ineligible contractors and grantees.
 - o Addenda Checklist (Section 9)
 - o Litigation Disclosure (Section 10)
 - o Requirement for Disclosure of Conflict of Interest (Section 11)
 - o Small, Women, HUBZONE, Disadvantaged Businesses (Section 13)
- Reference materials including detailed resumes of key personnel. Include any brochures and other relevant information about Respondent to be considered by the selection committee in its selection.
- Cost Proposal submitted in a separate sealed envelope (Section 6)

4.4 Preparation and Submittal Instructions

A. Execution of Offer

The Respondent must complete, sign and return the attached Execution of Offer as part of its proposal. The Execution of Offer must be signed by a representative of the Respondent duly authorized to commit Respondent to its proposal. Any offer received without a completed and signed Execution of Offer may be rejected by the River Authority, at its discretion.

B. Addenda Checklist

The Respondent must acknowledge all addenda to this RFP (if any) by completing, signing and returning the Addenda Checklist as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by the River Authority, at its discretion.

C. Respondent's General Questionnaire

Offers shall include answers to the questions in the Respondent's General Questionnaire. The Respondent should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, reference the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Respondent shall explain the reason when responding N/A or N/R.

D. Table of Contents

Responses shall include a Table of Contents ("TOC") with page number references. The TOC should contain sufficient detail and be organized according to the same format as presented in this RFP, to facilitate easy reference to the sections of the proposal as well as to any separate attachments (which should be identified in the TOC). If a Respondent includes supplemental information or non-required attachments with its offer, this material should be clearly identified in the TOC and organized as a separate section of the Response.

E. Number of Copies

The Respondent must submit one original signed Project Proposal and ten (10) copies. An electronic copy of the entire Project Proposal and Cost Proposal must be submitted on a CD; however, original paper copies must be submitted. An original signature by an authorized officer of the Respondent must appear on the Execution of Offer of original proposal submitted. The original copy of the proposal containing the original signature copy must be marked "Original" on the front cover of the proposal. NOTE: The Cost Proposal must be in separate sealed envelopes.

F. Proposal Submission

1. Proposals must be received by the River Authority on or before the Submittal Deadline and shall be delivered to:

For proposals that are mailed use:
San Antonio River Authority
Attn: Karen Guerrero, CTP, CTPM
Contract Administrator
PO BOX 839980
600 E. Euclid Ave
San Antonio, Texas 78283
RFP 2009-002: Prototype Development

For hand delivered proposals, please use the following address:

San Antonio River Authority
Attn: Karen Guerrero, CTP, CTPM
Contract Administrator
600 E. Euclid Ave
San Antonio, Texas 78212
RFP 2009-002: Prototype Development

2. Respondent must submit all proposal materials enclosed in a sealed envelope, box, or container. The RFP Number and the Submittal Deadline should be clearly shown in the lower left-hand corner on the

top surface of the container. In addition, the name and the return address of the Respondent should be clearly visible.

3. Upon Respondent's request and at Respondent's expense, the River Authority will return to a Respondent its proposal if received after the Submittal Deadline. The River Authority will not consider a proposal submitted after the Submittal Deadline.
4. The River Authority will not accept proposals submitted by telephone, proposals submitted by FAX transmission, or proposals submitted by Electronic transmission ("E-mail") in response to this RFP.

G. Modification or Withdrawal

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted in response to this RFP. However, an offer may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without the River Authority's consent, which shall be based on Respondent's submittal of a written explanation and documentation evidencing a reason acceptable to the River Authority, in its sole discretion.

H. Offer Validity Period

Each offer must state that it will remain valid for the River Authority's acceptance for a minimum of 90 days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays. The offer accepted by the River Authority shall remain valid for the full term of the Agreement or other contractual arrangements resulting from this RFP.

4.5 Terms and Conditions

- A. Respondent must comply with the requirements and specifications contained in this RFP. If there is a conflict among the provisions stated in this RFP, then the provision requiring Respondent to supply the better quality or greater quantity of services shall prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:
1. Proposal Requirements
 2. Notice to Respondents

- B. By signing the Execution of Offer and submitting an offer, Respondent certifies that any terms, conditions, or documents attached to or referenced in its proposal are applicable to this procurement only to the extent that they do not conflict with the laws of the State of Texas or this RFP and that they do not impose additional requirements on the River Authority. Respondent further certifies that its offer is Respondent's good faith intent to enter into an Agreement with the River Authority in accordance with the terms and conditions of Respondent's proposal and the other documents attached thereto.

4.6 Submittal Checklist

Respondent is instructed to complete, sign, and return the following documents as a part of its proposal submittal. If Respondent fails to return each of the following items with its RFP, then the RFP may be rejected by the River Authority, at its discretion.

- A. Cover Page, Title Page and Table of Contents
- B. Detailed Proposal (Project Scope of Work (Section 4)).
- C. Signed Indemnification and Insurance Statement (Section 5).
- D. Signed and Completed Execution of Offer (Section 7).
- E. Responses to Respondent's General Questionnaire (Section 8).
- F. Addenda checklist (Section 9).
- G. Signed Litigation Disclosure (Section 10).
- H. Disclosure of Conflict of Interest (Section 11).
- I. Small, Women, Hubzone, Disadvantaged Business Form (Section 13).
- J. Cost Proposal (Section 6) (NOTE: Must be in a separate sealed envelope submitted with the RFP).
- K. Attachment A – Intellectual Property Statement

SECTION 5

INDEMNIFICATION AND INSURANCE

The following Terms and Conditions, all or in part, may be incorporated into any contractual agreement between Respondent and the River Authority.

5.1 Indemnification

RESPONDENT ("CONSULTANT") COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE RIVER AUTHORITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE RIVER AUTHORITY, INDIVIDUALLY OR 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 RIVER AUTHORITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO CONSULTANT'S ACTIVITIES UNDER THIS PROPOSAL, INCLUDING ANY ACTS OR OMISSIONS OR NEGLIGENCE OF CONSULTANT, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF CONSULTANT, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS PROPOSAL, ALL WITHOUT HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE RIVER AUTHORITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF RIVER AUTHORITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF RIVER AUTHORITY, UNDER THIS AGREEMENT. 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. CONSULTANT SHALL ADVISE THE RIVER AUTHORITY IN WRITING WITHIN 24 HOURS OF ANY CLAIM OR DEMAND AGAINST THE RIVER AUTHORITY OR CONSULTANT KNOWN TO CONSULTANT RELATED TO OR ARISING OUT OF CONSULTANT'S ACTIVITIES UNDER THIS PROPOSAL AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONSULTANT'S COST. THE RIVER AUTHORITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONSULTANT OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH. IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS AGREEMENT, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION, IS AN INDEMNITY EXTENDED BY CONSULTANT TO INDEMNIFY, PROTECT AND HOLD HARMLESS, RIVER AUTHORITY, FROM THE CONSEQUENCES OF RIVER AUTHORITY'S OWN NEGLIGENCE. CONSULTANT FURTHER AGREES TO

DEFEND, AT ITS OWN EXPENSE AND OWN BEHALF OF AND IN THE NAME OF RIVER AUTHORITY, ANY CLAIM OR LITIGATION BROUGHT AGAINST RIVER AUTHORITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES, IN CONNECTION WITH ANY SUCH INJURY, DEATH OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.

STATEMENT ACKNOWLEDGING INDEMNIFICATION REQUIREMENTS

RESPONDENT hereby acknowledges and accepts and will comply with the indemnification requirements described herein.

Printed Name of RESPONDENT

By: _____(Signature)

Title: _____

5.2 Insurance

RESPONDENT must attach a statement in its proposal indicating RESPONDENT's willingness and ability to provide the following insurance coverages and requirements, if selected:

Prior to the commencement of any work under an Agreement awarded pursuant to this RFP, the selected RESPONDENT shall furnish an original completed Certificate(s) of Insurance to Attn: Karen Guerrero, Finance Department which shall be clearly labeled Master Plan Study for Midtown TIRZ in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, containing all required information referenced or indicated thereon. 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 directly from the agent to the RIVER AUTHORITY. The RIVER AUTHORITY shall have no duty to pay or perform under said Agreement until such Certificate shall have been delivered to Attn: Karen Guerrero, Finance Department, and no officer or employee, other than the RIVER AUTHORITY's Director of Finance & Administration, shall have authority to waive this requirement.

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

RESPONDENT's financial integrity is of interest to the RIVER AUTHORITY, and, therefore, subject to RESPONDENT's right to maintain reasonable deductibles in such amounts as are approved by the RIVER AUTHORITY, RESPONDENT shall obtain and maintain in full force and effect, for the duration of the Agreement, and any extension thereof, 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 rated A- or better by A.M. Best Company and/or otherwise acceptable to the RIVER AUTHORITY.

The RIVER AUTHORITY's insurance requirements include professional liability insurance in the amount of \$1,000,000 per claim per year, commercial general liability insurance in the amount of \$1,000,000 per occurrence, statutory workers' compensation coverage, employer's liability insurance in the amount of \$1,000,000 per occurrence and comprehensive automobile liability insurance in the amount of \$500,000 per occurrence.

The RIVER AUTHORITY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the RIVER AUTHORITY, 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 the

RIVER AUTHORITY at an address provided by the RIVER AUTHORITY within ten (10) days of the requested change. RESPONDENT shall pay any costs incurred resulting from said changes.

RESPONDENT agrees that, with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name the RIVER AUTHORITY and its officers, employees, volunteers and elected representatives as additional insureds in respect to the operations and activities of, or on behalf of, the named insured performed under contract with the RIVER AUTHORITY, 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 San Antonio River Authority where the RIVER AUTHORITY is an additional insured shown on the policy;
- Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the RIVER AUTHORITY.

When there is a cancellation, non-renewal or material change in coverage, which is not made pursuant to a request by the RIVER AUTHORITY, RESPONDENT shall notify the RIVER AUTHORITY of such and shall give such notices not less than thirty (30) days prior to the change, if RESPONDENT knows of said change in advance, or ten (10) days notice after the change, if the RESPONDENT did not know of the change in advance. Such notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the RIVER AUTHORITY at the following addresses:

San Antonio River Authority
Attn: Karen Guerrero, Finance Department
PO Box 839980
600 E. Euclid Ave
San Antonio, TX 78283-9980

If RESPONDENT fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the RIVER AUTHORITY may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; however, procuring of said insurance by the RIVER AUTHORITY is an alternative to other remedies the RIVER AUTHORITY may have and is not the exclusive remedy for failure of RESPONDENT to maintain said insurance or secure such endorsement. In addition to any other remedies the RIVER AUTHORITY 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 RIVER AUTHORITY shall have the right to order RESPONDENT to stop work under the Agreement, and/or withhold any payment(s) which become due to RESPONDENT thereunder until RESPONDENT demonstrates compliance with the requirements hereof.

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 the Agreement. It is agreed that RESPONDENT's insurance shall be

deemed primary with respect to any insurance or self-insurance carried by the RIVER AUTHORITY for liability arising out of operations under this contract.

**STATEMENT ACKNOWLEDGING
INSURANCE REQUIREMENTS**

If awarded a contract in response to this proposal, RESPONDENT will be able and willing to comply with the insurance requirements described herein.

Printed Name of RESPONDENT

By: _____ (Signature)

Title: _____

SECTION 6

COST PROPOSAL

SCHEDULE OF FEES AND EXPENSES

NOTE: The Cost Proposal must be submitted in a separate sealed envelope containing one with original signature and one copy. Failure to submit pricing in this manner may cause the proposal to be rejected.

The sealed dollar cost bid should contain all pricing information relative to performing each phase of the scope of services. The total all-inclusive maximum price to be proposed is to contain all direct and indirect costs including all out-of-pocket expenses.

The Cost Proposal should include the following information: (a) name of Firm (b) Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the proposal and authorized to sign a contract with the River Authority and (c) a pricing schedule based on proposal requirements and should be presented for the three phases of the scope (Phase 1: Resource Inventory and Assessment; Phase 2: Stakeholder Involvement and Future Alternatives Analysis; Phase 3: Development of Master Plan).

The Cost Proposal will be subject to negotiations with the selected Respondent.

SECTION 7

EXECUTION OF OFFER

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE RESPONDENT'S PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.

A. By signature hereon, Respondent represents and warrants that:

1. Respondent acknowledges and agrees that (a) this RFP is a solicitation for proposal and is not a contract or an offer to contract; (b) the submission of a proposal by Respondent in response to this RFP will not create a contract between the River Authority and Respondent; (c) the River Authority has made no representation or warranty, written or oral, that one or more contracts with the River Authority will be awarded under this RFP;
2. Respondent has the necessary experience, knowledge, abilities, skills, and resources to perform all the services as requested in this RFP;
3. Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;
4. Respondent understands (a) the requirements and specifications set forth in this RFP and (b) the terms and conditions set forth in the Agreement under which Respondent will be required to operate;
5. If selected by the River Authority, Respondent will: provide copies of all insurance policies, a Certificate of Insurance reflecting the insurance companies that are providing coverage and insurance limits for Commercial General Liability, Workers' Compensation, Professional Liability and Auto Liability, and copies of all applicable endorsements.
6. All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Respondent acknowledges that the River Authority will rely on such statements, information and representations in selecting the successful Respondent. If selected by the River Authority, Respondent will notify the River Authority immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.

B. Respondent offers and agrees to furnish the products, services described in the proposal submitted, and agree that the cost proposal submitted is subject to negotiation and complies with all terms, conditions, requirements and specifications set forth in this RFP.

- C. Respondent affirms that it has not given or offered to give, nor does Respondent intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and the Respondent may be removed from all proposal lists at the River Authority.
- D. Respondent hereby certifies that neither Respondent nor any firm, corporation, partnership or institution represented by Respondent, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, *et seq.*, *Texas Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly about the proposal to any competitor or any other person engaged in such line of business.
- E. Respondent certifies that the individual signing this document and the documents made a part of this RFP is authorized to sign such documents on behalf of Respondent and to bind Respondent under any agreements and other contractual arrangements that may result from the submission of Respondent's proposal.
- F. Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Bidder as defined in Rules of the Comptroller of Public Accounts (formerly the Texas Building and Procurement Commission). (See 1 T.A.C. 111.2).
- G. Respondent certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Respondent that is a sole proprietorship, the officers or directors of any Respondent that is a corporation, the partners of any Respondent that is a partnership, the joint ventures of any Respondent that is a joint venture or the members or managers of any Respondent that is a limited liability company, on one hand, and an employee of any the River Authority's component institutions, other than the relationships which have been previously disclosed to the River Authority in writing and (ii) Respondent has not been an employee of any component institution of the River Authority within the immediate twelve (12) months prior to the Submittal Deadline. All disclosures by Respondent in connection with this certification will be subject to administrative review and approval before the River Authority enters into a contract with Respondent.
- H. Respondent shall and has disclosed, as part of its proposal, any exceptions to the certifications stated in the Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time the River Authority makes an award or enters into any contract or agreement with Respondent.

I certify that the above statements are true and correct.

Submitted and Certified By: _____

Signature of Duly Authorized Representative _____

Printed Name/Title/Date _____

SECTION 8
RESPONDENT'S GENERAL QUESTIONNAIRE

Respondents shall submit a complete response to each of the items listed below. Responses requiring additional space should be brief and submitted as an attachment to the proposal package. Respondent should reference each response by its item number indicated below.

1. Name/Name of Agency/Company: _____
2. Address: _____

3. Telephone: (____) _____
4. FAX: (____) _____
5. E-mail: _____
6. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its proposal?
Yes____ No____
7. Is your Company authorized and/or licensed to do business in Texas?
Yes____ No____
8. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No____
9. 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. _____

10. Indicate person whom the RIVER AUTHORITY may contact concerning this proposal or setting dates for meetings.
Name: _____
Address: _____
Telephone: _____ Fax: _____ Email: _____
11. Surety Information: Has the consultant or the Company ever had a bond or surety canceled or forfeited?
Yes () No ().
12. If yes, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture. _____

13. Bankruptcy Information: Has the consultant or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?
Yes () No ()
14. If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Company Name: _____

Signature of Principal

Printed Name of Principal

Title of Principal

SECTION 9
ADDENDA CHECKLIST

Offer of: _____
Respondent Name

To: San Antonio River Authority

Re: Master Plan Study For The City of San Antonio-Initiated Tax Increment
Reinvestment Zone Number 31 know as Midtown

RFP No.: RFP 2010-01

Ladies and Gentlemen:

The undersigned Respondent hereby acknowledges receipt of the following
addenda to the captioned RFP (initial if applicable).

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Respectfully submitted,

By: _____
Signature of Duly Authorized Representative

Name: _____

Title: _____

Date Signed: _____

SECTION 10
LITIGATION DISCLOSURE

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. Has the consultant or any member of Company/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?

Circle One

YES

NO

2. Has the consultant or any member of Company/Team been terminated (for cause or otherwise) from any work being performed for the San Antonio River Authority or any other Federal, State or Local Government, or Private Entity?

Circle One

YES

NO

3. Has the consultant or any member of Company/Team been involved in any claim or litigation with the San Antonio River Authority or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One

YES

NO

If consultant has 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.

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Company Name: _____

Signature of Principal: _____

Printed Name of Principal: _____

Title of Principal: _____

SECTION 11
REQUIREMENT FOR DISCLOSURE OF CONFLICT OF INTEREST

In accordance with Chapter 176 of the Texas Local Government Code, Respondent shall submit a Conflict of Interest Questionnaire as detailed below:

1. The CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ) is required to be filed within 7 business days of:
 - A. Beginning contract discussions or negotiations with River Authority; or
 - B. Responding to a Request for Proposal or other writing related to a potential agreement with River Authority.
2. A person required to file a conflict of interest must file an updated questionnaire not later than September 1st of each year that a contractual relationship or negotiation is pending with the River Authority.

The CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ) is to be completed and submitted to the San Antonio River Authority as part of the proposal submittal documents.

COMPLETION AND SUBMISSION OF FORM CIQ ARE THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

CONFLICT OF INTEREST QUESTIONNAIRE For Respondent or other person doing business with local governmental entity		FORM CIQ
This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.		<u>OFFICE USE ONLY</u> Date Received
1	Name of the person doing business with local governmental entity.	
2	☐ Check this box if you are filing an update to a previously filed questionnaire (This law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7 th business day after the date the originally filed questionnaire becomes incomplete or inaccurate).	
3	Name each employee or Contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.	
4	Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.	

SECTION 12

Utilization of Small Business Concerns

1. It is the policy of the River Authority that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the River Authority that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.
2. The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the River Authority, or other Governmental agencies as may be necessary to determine the extent of the Contractor's compliance with this clause.
3. Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.
4. The North American Industry Classification System (NAICS) Code for this acquisition is 541320.
5. The small business size standard is \$28.5 million in gross receipts.
6. The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
7. Definitions.

Small business concern-A business concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in section 4 of this provision.

Women-owned small business concern-A small business concern that (1) is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (2) Whose management and daily business operations are controlled by one or more women.

Veteran-owned small business concern-A small business concern with (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and (2) The management and daily business operations of which are controlled by one or more veterans.

Service-disabled veteran-owned small business concern-A small business concern that is (1) not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (2) the management and daily business operations of which are controlled by one or more service-disabled veterans or, the spouse or permanent caregiver of a service-disabled veteran with permanent and severe disability.

Service-disabled veteran- a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

HUBZone small business concern-A small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Commercial item-A product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan-A subcontracting plan (including goals) that covers the bidder's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Individual contract plan-A subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the bidder's planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master plan-A subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

Subcontract-Any agreement (other than one involving an employer-employee relationship) entered into for supplies or services required for performance of the contract or subcontract.

NOTICE:

Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall –

- 1) Be punished by imposition of fine, imprisonment, or both;**
- 2) Be subject to administrative remedies, including suspension and debarment; and**
- 3) Be ineligible for participation in programs conducted under the authority of the Act.**

SECTION 13

SMALL, WOMEN, HUBZONE, DISADVANTAGED BUSINESSES

Please complete the following information, if your business falls into any of the below categories, using the size regulations as set forth on the Small Business Association's website, <http://www.sba.gov/size/>. Businesses must be at least 51% minority-owned, woman-owned, veteran owned, or service disabled veteran owned for designation to apply. Historically Underutilized Businesses or Disadvantaged Business Entities must be certified by state or regional agency for these designations to apply.

The River Authority encourages all businesses that fall into the categories listed below to become certified by the South Central Texas Regional Certification Agency. For more information, please contact 210-227-4722 or www.sctrca.org.

NAME OF BUSINESS				NAICS Code	
ADDRESS Number & Str.		City	State	Zip Code	
CONTACT NAME					
PHONE NUMBER				FAX NUMBER	
E-MAIL ADDRESS					
CHECK ALL THAT APPLY ☐ Small Business Entity ☐ Minority Owned Business Entity ☐ Woman Owned Business Entity ☐ HUBZone Business Entity ☐ Small Disadvantaged Business Entity ☐ Veteran Owned Business Entity ☐ Service Disabled Veteran Owned Business Entity ☐ Other _____					
CERTIFIED ☐ Yes ☐ No AGENCY CERTIFIED BY					
Please circle the answer that applies to your organization for the following statements: - The company and/or its principals (are/are not) presently debarred, suspended, or determined to be ineligible for an award of a contract by any Federal agency. - The company and/or its principals (comply / do not comply) with non-segregated facilities in accordance with FAR 52.222-21.					

Under 15 U.S.C. 645(d), any person who misrepresents its size status shall (1) be punished by a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.

As prescribed in FAR 19.301(d), the U.S. Government may impose a penalty against a firm misrepresenting its business size and/or disadvantaged status for the purpose of obtaining a procurement award. The information contained herein is complete and accurate in all details to the best of my knowledge and belief.

Signature of Authorized Official	Printer Name of Authorized Official	Title	Date

SMALL, WOMEN, HUBZONE, DISADVANTAGED BUSINESSES -Continued

1. The bidder represents that it ____ is, ____ is not a small business concern.
2. (Complete only if bidder represents itself as a small business concern in question 1.) The bidder represents that it ____ is, ____ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
3. (Complete only if bidder represents itself as a small disadvantaged business concern in question 2.) The bidder shall check the category in which its ownership falls:

____ Black American.
____ Hispanic American.
____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
____ Individual/concern, other than one of the preceding.
4. The bidder represents that it ____ is, ____ is not a women-owned small business concern.
5. The bidder represents that it ____ is, ____ is not a veteran-owned small business concern.
6. (Complete only if bidder represents itself as a veteran-owned business concern in question b.5.) The bidder represents that it ____ is, ____ is not a service-disabled veteran-owned small business concern.
7. The bidder represents that –
 - A. It ____ is, ____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
 - B. It ____ is, ____ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. Enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____. Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

ATTACHMENT A

Map of the Midtown TIRZ

