



REQUEST FOR QUALIFICATIONS
Comprehensive Land Use Planning and Design Guideline Services
(RFQ# 24PS-0001)

Submittals Due: 4:00 PM CT - March 26, 2024

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I. INTRODUCTION AND PURPOSE

This Request for Qualifications (RFQ) is issued by the Port Authority of San Antonio (the “Port” or “Port San Antonio”), a Texas defense base development authority and political subdivision of the State of Texas,¹ located at 907 Billy Mitchell Blvd, Suite 120, San Antonio, Texas 78226, and provides qualified professionals with sufficient information to enable them to prepare and submit a Statement of Qualifications to provide professional Comprehensive Land Use Planning and Design Guideline Services for Port San Antonio.

This RFQ is issued in accordance with the Texas Local Government Code, Chapter 2254 for the solicitation and selection of Professional Services providers.

The Port reserves the right to select one or more, or none of the Respondents to provide the services described herein. Final approval of a selected Respondent may be subject to the action of the Port Board of Directors.

¹ Pursuant to Texas Local Government Code § 379B.

A. About Port San Antonio

Port San Antonio is redeveloping the former Kelly Air Force Base to its highest and best use, creating the conditions that maintain and grow quality jobs. The 1,900-acre site consists of an industrial airport, railport and mixed use-development. The Port is home to over 80 private and public organizations and 18,000 workers centered in the aerospace, logistics, manufacturing, government/military and other key industries. The Port has almost 8 million square feet of leased facilities that include hangars, workshops, warehouses, offices, educational/training centers and workforce housing. Future development areas include 360 acres of build-to-suit sites with access to Kelly Field, the Port's industrial airport featuring the region's longest runway, and over 150 acres for build-to-suit rail-served sites at East Kelly Railport, with access to Union Pacific and BNSF Railway trains supporting logistics and manufacturing operations.

Additional information about Port San Antonio can be found on the Port's website (www.portsanantonio.us) and at the following links:

<https://www.portsanantonio.us/sites/default/files/Publications/Tech%20Port%20bifold%20converted%201-24-pages.pdf>

<https://www.portsanantonio.us/Tech-Port-Vision-22>

<https://artsandculture.google.com/story/kwWxjQvyEwSViA>

<https://artsandculture.google.com/story/YAXB1E0cOE6TRg>

B. Project Summary:

This RFQ is issued for the purpose of identifying qualified firms to provide land use planning and urban design services for conceptual planning of new development projects.

Specific tasks may include but not be limited to:

- a) Formalize the Port's land use vision into a set of guiding principles for future development and an adaptable framework that can accommodate future changes and growth.
- b) Create conceptual development plans and 3D models for the campus that implement the land use vision and guiding principles and include the transportation network, public spaces, urban design, placemaking opportunities, and proposed development projects.
- c) Produce presentation and marketing exhibits and materials to be utilized for communicating the Port's vision to potential customers and the public. These materials could be both physical and digital and may be utilized on the Port's website or for interactive presentations.
- d) Analyze the existing campus layout and infrastructure and identify deficiencies and suggested improvements to align with the land use vision and principles and future development plans.
- e) Develop a Port-wide environmental sustainability and resiliency plan and goals for future development.
- f) Develop a holistic set of Port-wide comprehensive design guidelines for future development that integrates land use, transportation, sustainability, architecture, urban design, and public art to create a cohesive environment.

g) Provide services for “public realm” planning and design, to include programming, activation, public art, and amenities that align with the guiding principles, as well as campus connectivity and integration with public transit, micro-mobility options, and emerging transportation technologies such as electric and autonomous vehicles. This task could include the development of construction documents for public realm projects.

h) Provide time and materials architectural services on an as-needed basis in support of the design guidelines. The time and materials services will include assessing and determining the alignment of individual development project architectural design and adjusting the overall development plan exhibits/models to respond to market demand and individual project plans. It will also involve providing suggested improvements to such individual site design to achieve alignment with the overall comprehensive design guidelines and urban design goals and could include conceptual and schematic design of some specific projects.

C. Background:

For more than 100 years, the land that is now Port San Antonio has been a center for innovation. Established in 1917 as the site of the former Kelly Air Force Base—where chapters in aviation history were written—the Port has redeveloped the property over the past 20 years to focus on the continued evolution of global technologies.

Thanks to a vast and growing array of highly specialized commercial and industrial spaces—combined with strategic business and talent development support our team and our stakeholders provide—industries based here are connecting with one-another as they deliver technological innovations that are transforming mature industry sectors in our region, across the country and around the world.

Today, marquee names in defense, aerospace, manufacturing, cybersecurity, robotics and other technologically advanced industries conduct an array of projects on our 1,900-acre site. Over 80 tenant customers employ over 18,000 people, generating over \$5 billion in annual economic activity in our region.

Port San Antonio’s Tech Port vision is to leverage our unique industrial platform to create an innovation campus that connects people to opportunities, employers to educators and buyers to sellers.

Port San Antonio Land Use Practices:

The Port’s land use vision, district map, and conceptual development plan support the organization’s overall guiding mission of creating conditions that maintain and grow quality jobs.

The land use vision consists of creating a connected innovation destination and ecosystem for core industry employers, the Department of Defense, and other federal partners to access talent and technology. The Port will become an active, energetic, and thriving 18-hour, 7-day regional destination to be enjoyed not only by the Port’s employers and people, but also by the surrounding neighborhoods, the San Antonio community, and innovative thinkers throughout the world. The campus will be a beacon of hope and opportunity to the surrounding neighborhoods by embracing forward thinking development and high-quality amenities while remaining approachable, inclusive, and inspiring to the next generation of STEM professionals.

A district map and conceptual development plan have been created to establish the different types of development and activities that are envisioned at the Port. The district map creates zones with varying levels of highly secure government facilities, commercial lease space, entertainment venues, and public spaces and amenities. As mentioned above, the entire Port will largely be a connected destination ecosystem, so the segmentation is only used to show how the various elements will be placed in order to connect with each other utilizing the Port’s “public realm”.

The district map, conceptual development plan, and conceptual vision renderings slides are provided along with this RFQ as **Exhibit A**.

Other basic principles of land use practices, while not being exhaustive, include the following:

- Under an Airport Master Plan submitted to the FAA, certain areas of the Port have been designated Aviation. The land use of those areas will primarily follow that designation.
- Some of the property contiguous to the designated Aviation land are sites which may potentially contain Aviation uses and/or tier 1 supplier support.
- A noncontiguous area of the Port known as East Kelly Railport has a rail spur and accompanying rail system coming off the contiguous Union Pacific rail yard. The land use of that area will primarily contain rail-served manufacturing and logistics, potentially in support of the work that will take place on the main campus.
- Much of the Port property, especially the destination areas, will be developed into a dense, walkable campus environment with accompanying open space planning to motivate a rich innovation environment.
- While surface parking has been utilized initially, the ultimate goal is to replace it with structured parking (especially in the destination areas) and potentially a campus circulation system.
- Without dictating uniformity, the Port desires an environment that demonstrates coordinated building orientation, scale, and design.
- The Port also desires an environment that demonstrates coordinated orientation to its “public realm”.
- In addition, consideration is given to multi-modal transit connection ideas with the San Antonio metropolitan area, including public transit, mobility hubs, electric and autonomous vehicles, electric vertical take-off and landing aircraft (eVTOLs) and demonstration projects for other emerging technologies.
- Preliminary signage and wayfinding and transportation-related plans have been developed that will need to be incorporated into the overall land use vision and planning documents.

D. Contact Information, Questions and Answers

During the solicitation period, the Procurement team member identified below shall be the sole contact for any inquiries from prospective Respondents. Any inquiries from Respondents shall be submitted via electronic mail.

Wyndie Applewhite
Contracting Director
contractinginfo@portsanantonio.us
(210) 362-7800 - phone

E. Restrictions on Communications

Other than the Procurement team member identified above, Respondents are prohibited from communicating with Port employees, representatives, staff, or Board Members regarding this RFQ during the period in which Qualification submittals have been solicited or are being evaluated. Restricted communication includes, but is not limited to, “thank you” letters, phone calls, emails, texts, verbal discussion, and any contact that results in the direct or indirect discussion of the RFQ. Violation of this provision by Respondents or their agents may lead to disqualification of Respondent’s Statement of Qualifications.

II. INSTRUCTIONS & FORMAT OF SUBMITTALS

Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for Comprehensive Land Use Planning and Design Guideline Services at Port San Antonio, and that the Port has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this RFQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent’s performance hereunder shall be at the sole risk and responsibility of Respondent.

Conditions

Firms are required to submit their Statement of Qualifications upon the following express conditions: firms shall thoroughly examine the Request for Qualifications; firms shall make all investigations necessary to thoroughly inform themselves regarding site location, site conditions, plant and facilities for delivery of services and material, and other conditions as required by this RFQ; and the selected firm agrees that while in the performance of duties, obligations and covenants under a contract it shall comply with all applicable federal, state and local laws, rules and regulations.

Pre-Submittal Conference

A Virtual Pre-Submittal Conference is scheduled for **10:00 a.m. (Central time), February 22, 2024.**

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 225 729 825 841

Passcode: wxS2Mm

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 210-728-6930,,222383358#](#) United States, San Antonio

Phone Conference ID: 222 383 358#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

Inquiries/Questions

Inquiries related to this RFQ may be submitted electronically to contractinginfo@portsanantonio.us no later than **4:00 p.m. (Central time), March 1, 2024.** Be sure to include the title of this RFQ in all communications related to this RFQ.

Responses to inquiries communicated in writing and those presented in the Pre-Submittal Conference shall be included in an addendum document to be posted to the Port's website no later than **4:00 p.m. (Central time), March 8, 2024.** Respondents are required to consider and acknowledge receipt of all addenda received when responding to this RFQ.

Submittals

Interested firms must submit an electronic, text-searchable PDF (portable document format, non-zipped document) Statement of Qualifications not to exceed 150MB **prior to 4:00 p.m. (Central time), March 26, 2024 to: contractinginfo@portsanantonio.us.** If the submittal exceeds 150MB, please contact the Contracting representative identified above **before** the deadline to arrange for another method to electronically transmit your submission. Courtesy hard copies may be delivered to Contracting Department, Port San Antonio, 907 Billy Mitchell Blvd., Suite 120, San Antonio, TX 78226. Proposals sent by facsimile will not be accepted. Each submittal shall include the requirements identified below with each section divided by tabs and indexed.

Be sure to include the title of this RFQ, "Comprehensive Land Use Planning and Design Guidelines Services," in all communications when inquiring and responding to this RFQ.

III. SCHEDULE OF EVENTS

Pre-Submittal Conference	2/22/2024 at 10:00 a.m. (CT)
Deadline for Submission of Questions	3/1/2024 at 4:00 p.m. (CT)
Inquiry Responses Addendum Deadline	3/8/2024 at 4:00 p.m. (CT)
Statements of Qualifications Response Due	3/26/2024 at 4:00 p.m. (CT)
Interviews, if necessary	4/9/2024 at 9:00 a.m. – 12:00 noon (CT)

IV. SUBMITTAL DOCUMENT REQUIREMENTS & SELECTION CRITERIA

The Port will conduct a comprehensive, fair and impartial evaluation of all responses received in response to this RFQ. Responses will be evaluated by the appropriate Port staff for the purpose of seeking the proposal that provides the best overall value to the Port. The criteria for evaluation of responses, and selection of the qualified respondent(s), will be based on the factors listed below. If the Port elects to conduct interviews, Respondents may be interviewed and re-scored based upon these same criteria. The Port may also request additional information from Respondents at any time prior to final approval of a selected Respondent. Respondents are requested to submit a complete response to each of the following criteria. Responses requiring additional space should be brief and submitted as an attachment to your submittal package. Please reference each response by its corresponding item number. ***The Port reserves the right to select one, more, or none of the Respondents to provide the services. Final approval of a selected Respondent may be subject to the action of the Port's Board of Directors.***

Note: Only the prime firm (or firms under a joint venture or partnership) submitting the response to this RFQ will be evaluated per the criteria below. While a prime firm may choose to identify proposed sub-consultants for portions of the work, the qualifications of those consultants will not affect the evaluation.

Considerations for selection in priority order are as follows:

1. **Qualifications and Experience (weight – 65 points)**

- a. **Company Business Profile.** Respondent shall provide evidence of sufficient resources necessary to manage, staff, and successfully perform the work contemplated for the Project. Provide a brief profile/portfolio of the Respondent, describing the organization and operation of the business (include an organizational structure diagram), the year founded, number and location of offices, number of employees, and the qualifications of key personnel. Identify any condition (bankruptcy, pending merger, pending litigation, planned office closures, or others) that may enhance or impede the Respondent's ability to perform the contract services.
- b. **Relative Experience.** Provide details describing a minimum of three (3) examples over the past five (5) years of your firm's experience in providing planning services related to large-tract land use and urban design practices, including public realm projects.

Include, for each example, the following details:

- Project Synopsis
- Project Location and Dates
- Project Visuals
- Reference contact information, to include name, title, physical address, email address and phone number

- c. **Team Experience.** Provide details describing your team’s experience and associated roles in providing the services described herein, to include your firm and any sub-consultants. Describe any specialized experience related to public realm development, placemaking, environmental sustainability and resiliency planning, advanced mobility solutions, or the creation of defense, technology, smart city, or innovation hubs.

Include for each key team member the following details:

- Resume
- Description of role on this project
- Representative projects over the past five (5) years

Multiple Parties. If applicable, Proposals that include a joint venture, partnership, affiliated business arrangement, or consortium should contain the following information relating to each proposed participating member: company name, business address, telephone number, year company was established, ownership of company, and a description of participation in Respondent’s Proposal.

- d. **Resource Availability.** In a general fashion, describe the Respondent’s availability of resources currently available to provide the Services, including a description of all resources that will be used. Resources may include field or shop personnel as well as company owned/rented equipment or facilities.

2. Vision and Project Approach (weight – 25 points)

Describe what excites you about this project and how your team plans to bring the Port’s vision to life. Describe your process and the steps associated with implementing the scope of work. Include an organizational chart and details on how you propose to coordinate with Port staff on decision making, quality control, and team accountability. Provide a detailed schedule for major aspects of the project.

3. Local, Small, Minority and Woman Owned Businesses and Certification (maximum weight – 10 points as outlined below)

It is the policy of Port San Antonio to encourage involvement of qualified Minority or Woman Owned Business Enterprises and Small and/or Local Business Enterprises in soliciting and awarding competitive contracts in accordance with the specific aspirational goals. The Aspirational Goal policy is a method adopted by Port San Antonio to ensure that all businesses, including minority or woman owned businesses and small and/or local businesses have the opportunity to compete for procurements funded by Port San Antonio. The Aspirational Goals are not mandates or quotas but simply Port San Antonio’s goals in obtaining diversity in its awarding of Contracts.

To the extent Contractor uses subcontractors to perform any of the Services, Contractor will make a good faith effort to meet Port San Antonio’s Local, Small, Minority and Woman Owned Business Enterprise aspirational goals, which are attached hereto as Attachment 5 and which may be modified from time to time.

Contractor to provide certifications of itself or any participating partners as a Local, Small, Minority or Woman owned business enterprise.

- a. Firms that meet the definition of Local and/or Small Business shall be awarded a maximum of five (5) selection points.
- b. Firms that meet the definition of a Minority or Woman Owned Business Enterprise shall be awarded a maximum of five (5) selection points.
- c. Firms that do not meet the definition of a Small, or Local, or certified Minority or Woman Owned Business Enterprise but partner with an entity that is a Small, or Local, or certified Minority or Woman Owned

Business Enterprise shall be awarded points based on the relative participation (percent of contract) awarded to these partners.

Below is the Evaluation Criteria Summary:

Evaluation Criteria	Maximum Points
Qualifications & Experience	65
Vision and Project Approach	25
Local & SMWBE	10
Total Maximum Points	100

V. CONTRACT DOCUMENTS

The award under this RFQ does not in and of itself create a binding agreement between the Port and the successful Respondent. An agreement including all terms, conditions, pricing, exhibits, and attachments must be executed by both the Port and the successful Respondent in order to create a binding enforceable agreement between the parties.

The form of the proposed contract is attached as Attachment 6. Respondents should review the proposed contract. If Respondent has no proposed modifications, please indicate that in the Submittal. If Respondent has comments or proposed changes to the document, please insert proposed modifications in “tracked-changes” (red-lined) format using Microsoft Office or compatible software and shall accompany the Submittal. No other changes to the contract will be considered following receipt of the Submittal.

VI. AWARD OF CONTRACT & RESERVATION OF RIGHTS

- A. The Port reserves the right to award one, more than one or no contract(s) in response to this RFQ.
- B. The Port may accept any proposal in whole or in part.
- C. The Port reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFQ and to waive informalities and irregularities in any proposal received. The Port also reserves the right to terminate this RFQ, reissue a subsequent solicitation and/or remedy technical errors in the RFQ process.
- D. This RFQ does not commit the Port to enter into an agreement or award any services related to this RFQ, nor does it obligate the Port to pay any costs incurred by Respondent in the preparation or submission of a response or in anticipation of a contract.
- E. If the Port determines, in its sole discretion, that the number of Qualification Submittals submitted exceeds the number at which an efficient competition can be conducted, the Port may elect to short list the Qualification Submittals to a pool of the most highly rated submissions to permit an efficient competition.
- F. Respondent understands, accepts and agrees, if selected, it and all persons designated by it to provide services in connection with a contract, is/are and shall be deemed to be an Independent Contractor(s), responsible for its/their respective acts or omissions, that the Port shall in no way be responsible for Respondent’s actions and that none of the parties to this award shall have authority to bind the other or to hold out to third parties that it has such authority.
- G. The Port reserves the right to verify any and all information submitted by Respondents at any time during the solicitation/evaluation process.
- H. All submittals become the property of the Port upon receipt and shall not be returned. Any information deemed to be confidential by Respondent clearly should be noted on the page(s) where confidential information is contained; however, the Port cannot guarantee that it shall 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.

- I. Preservation of Contract Information. If this solicitation results in an award of a contract, the award and contract may be subject to Texas Government Code, Chapter 552, Subchapter J.
- J. Brand Identifier & Press. Neither party may use the other party's name, logo, trade or service marks, or similar branding indicia (each a "Brand Identifier") without the other party's prior written consent. Respondent shall not make representations regarding a relationship between the parties as part of a press release or publication without the prior written consent of Port San Antonio.



EXHIBIT A



ATTACHMENT 1 – Declaration

Entities submitting qualification statements shall execute by signature the attached Declaration of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying and return the signed declaration with their response. The Declaration form follows:



**ENTITY'S DECLARATION OF NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING
FOR
Comprehensive Land Use Planning and Design Guidelines Services**

1. Neither I nor any of my officers, partners, owners, agents, representatives, employees, or parties in interest, have in any way colluded, conspired, or agreed, directly or indirectly, with any person, firm, corporation or other entity submitting a qualification statement on this project or potential participant in this procurement action in regard to the terms or conditions of this qualification statement. I have not paid or agreed to pay, directly or indirectly any person, firm, corporation or other entity submitting a qualification statement on this project or potential participant in this procurement action, any money or anything of value in return for assistance in obtaining or attempting to obtain the contract anticipated to result from this procurement action. I will not pay any money or anything of value in the future for that purpose.
2. None of the deciding factors set forth in the Request for Qualifications (RFQ) or in the subsequent agreement were my idea or the idea of anyone representing my company, unless the suggestion was made at a public meeting.
3. No officer or stockholder of my company is an employee of the Port, or is related to any employee or elected official of the Port that will exercise authority in the selection of the project consultant.
4. My agents, representatives, sub-consultants and I will not undertake any activities or actions to promote or advertise my proposal to any member of any technical evaluation team reviewing the proposals, member of the Port Board or Port Staff except in the course of Port-sponsored inquiries, briefings, interviews or presentations between the qualification/proposal statement submission date and award by the Port.

Signature

Date

Printed Name

Title

Firm/Entity Name

Tax ID No.

ATTACHMENT 2 – Insurance Requirements

Prior to the commencement of any work under this Contract, consultant shall furnish a completed Certificate of Insurance to the Contracting Office, 907 Billy Mitchell Blvd, Suite 120, San Antonio TX 78226 or contractinginfo@portsanantonio.us. The Certificate of Insurance 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, and which shall furnish and contain all required information referenced or indicated thereon. The Port shall have no duty to pay or perform under this Contract until such certificate shall have been delivered to the Contracting Office, and no officer or employee shall have authority to waive this requirement.

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

A consultant's financial integrity is of interest to the Port therefore, subject to consultant's right to maintain reasonable deductibles in such amounts as are approved by the Port, consultant shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at consultant'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 Port, in the following types and amounts:

Professional Liability

- \$1,000,000.00 each occurrence
- \$1,000,000.00 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 and if written on a claims made basis shall provide coverage for an additional 24 months after completion date of contract.

Worker's Compensation – Statutory Amount

Employer's Liability - \$500,000.00

Commercial General Liability

Personal injury and property damage:

- \$1,000,000.00 combined single limit each occurrence and
- \$2,000,000.00 aggregate

Business Automobile Liability for all vehicles (owned/leased vehicles; non-owned vehicles; hired vehicles)

Bodily injury and property damage:

- \$1,000,000.00 combined single limit any one accident.

Umbrella Liability

- \$1,000,000.00

Employment practices liability

- \$1,000,000.00 claims relating to the employment practices of Contractor

The Port 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 Port, and may make a reasonable request for 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). Upon such request by the Port, the consultant shall exercise reasonable efforts to accomplish such changes in policy coverage and shall pay the cost thereof.

Consultant 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 Port, the Port and its officers, employees, and elected representatives as additional insureds with respect to operations and activities of, or on behalf of, the named insured performed under Contract with the Port, 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 Port where the Port is an additional insured shown on the policy;
- Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the Port.

Consultant shall notify the Port in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than seven (7) days prior to the change, or ten (10) day notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the Port at the following address:

**Port Authority of San Antonio
907 Billy Mitchell Blvd, Suite 120
San Antonio, Texas 78226-1802**

If consultant fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the Port 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 Port is an alternative to other remedies the Port may have, and is not the exclusive remedy for failure of consultant to maintain said insurance or secure such endorsement. In addition to any other remedies the Port may have upon consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the Port shall have the right to order consultant to stop work hereunder, and/or withhold any payment(s) which become due, to consultant hereunder until consultant demonstrates compliance with the requirements hereof.

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

ATTACHMENT 3 – General Information (Form A)

Project Name: _____

Business General Information:

Name of Business: _____

Doing business as: _____

Contact Person & title: _____

Mailing address: _____

Headquarters address: _____

Telephone number: _____

Business email: _____

Tax I.D. No.: _____

State or Country of business formation: _____

Professional Registration / License No.: _____
(i.e., architect's license, engineer's license)

Business Classification / Type: _____
(i.e., individual, partnership, LLC, corporation, governmental entity)

Number of Years in Business: _____

Name and Date of Predecessor Organization(s): _____

Local Presence:

If your company maintains an office in the San Antonio area, please provide the following:

Address: _____

Total number of local employees: _____

Number of years in the San Antonio area: _____

Office Personnel

List principals and titles: _____

Total number of employees in firm: _____

NAICS Codes:

Primary NAICS Code(s): _____

If the NAICS Code is unknown, please refer to www.sba.gov/size or provide a description of your materials and/or services:

Joint Venture:

Attach a letter from each joint venturer on the proposed team, confirming that they have been contacted and are prepared to participate in this project.

If joint venture, provide the name of participating firms & percentage of control.

Firm Name:

% of Control:

Subcontractors / Subconsultant:

If known, attach a letter from each subcontractor / subconsultant on the proposed team, confirming that they have been contacted and are prepared to provide services for this project. Each subcontractor / subconsultant should complete this form as well.

If subcontractor / subconsultant is engaged, provide the name of participating firms and the % work anticipated by subcontractor / subconsultant.

Firm Name:

% of work:

SMWBE Certification of Prime Firm, Joint Venture, or Subcontractor:

Attach copy(ies) of current SMWBE certificates and provide certification numbers of the prime firm, joint venture participants, or subcontractors. All certifications will be verified.

Insurance

Is Firm able to secure insurance coverage as described in the proposed contract?

Yes

No

Other Considerations:

Describe the quantity and nature of any work, interest in work, partnership interest, land ownership or other interest in any project, property or business dealing within the proposed project area or past or current business relationship which may give rise to a potential conflict of interest for your firm or associated firms in the execution of this project.

ATTACHMENT 4 – Aspirational Goals

Local, Small, Minority and Woman Owned Business Enterprise Aspirational Goals

Percentages represented below are percentages of **contract dollar values** for prime and sub-prime firms:

Port San Antonio Aspirational Goals	
<i>Category Description of Business Enterprise</i>	<i>Construction Services, Professional Services, General Services & Materials/Equipment</i>
<i>Local</i>	85%
<i>Minority Owned² / Woman Owned</i>	30%
<i>Small</i>	30%

Definitions

Disadvantaged Business Enterprise (DBE): A business that is certified in accordance with 49 C.F.R. Part 26. DBEs are for-profit small business concerns where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations.

Emerging Small Business Enterprise (ESBE): a sole proprietorship, partnership or corporation owned, operated and controlled by individuals that are citizens of or legally residing in the United States or its territories, whose annual revenues and number of employees is no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration.

Historically Underutilized Business (HUB): A business that is certified as a historically underutilized business. A HUB is a for-profit business owned, operated, and controlled by one or more persons that is a woman, minority and/or service-disabled veteran, who have a total of at least 51% ownership of the business.

Local Business (LB): a corporation, partnership, sole proprietorship, a veteran owned business, or other legal entity, which is headquartered within Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina, or Wilson County for at least six (6) months. For a branch office of a non-headquartered business to qualify as a LB (a “Local Office”), the branch office must be located in one of the above-mentioned counties for at least six (6) months and must employ a minimum of five (5) FTE (full time equivalent) residents of the respective county for use at the local branch office.

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. 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.

(A) Group Member(s) – There are five ethnic categories into which group members may fall in accordance with the Small Business Administration’s identifiers. {(Small Business Act 2(f)(1)(A)(B)(C)} They are African Americans, Hispanic Americans, Asian Americans, and Native Americans legally residing in or that are citizens of the United States of America or its territories. Within these categories, the following classifications are recognized in this region through the Regional Certification Agency:

- African-American: Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian or West Indian.
- Hispanic-American: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central or South American origin.

² Includes: African American BE, Asian-Pacific American BE, Asian-Indian American BE, Hispanic American BE, and Native American BE.

- Asian-Pacific American: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- Asian-Indian American: Persons whose origins are from India, Pakistan, Bangladesh, Sri Lanka, Maldives Islands, Bhutan, or Nepal.
- Native American: Persons having no less than 1/16 percentage origin in any other American Indian Tribes, as recognized by the United States Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents, to include persons who are Eskimos, Aleuts, or Native Hawaiians.

Minority/Woman Owned Business Enterprise (M/WBE): A business that is 51% owned, controlled and managed by one or more women and/or an ethnic minority. The minority/woman 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.

Small Business Enterprise (SBE): a business structure that is formed with the purpose of making a profit, which is independently owned and operated and which meets the United States Small Business Administration (SBA) size standard for a small business (refer to <http://sba.gov/size> click table), and maintains a certification designation from an authorized certification agency as a Small Business Enterprise or an Emerging Small Business Enterprise.

Woman Owned Business Enterprise (WBE): A sole proprietorship, partnership or corporation owned, operated, and controlled by one or more women who have a total of at least 51% or more ownership.



ATTACHMENT 5 – Sample Contract for Services

