



**REQUEST FOR QUALIFICATIONS
Construction Manager at Risk (CMAR) Services
(RFQ# 24PW-0001)**

Submittals Due: April 9, 2024

Contents

I. INTRODUCTION AND PURPOSE 1
II. SCOPE OF WORK..... 3
III. INSTRUCTIONS & FORMAT OF SUBMITTALS..... 3
IV. SCHEDULE OF EVENTS 4
V. SUBMITTAL DOCUMENT REQUIREMENTS & EVALUATION CRITERIA..... 4
VI. CONTRACT DOCUMENTS 8
VII. AWARD OF CONTRACT & RESERVATION OF RIGHTS 8
ATTACHMENT 1 – Declaration 10
ATTACHMENT 2 – Insurance Requirements 12
ATTACHMENT 3 - General Information..... 19
ATTACHMENT 4 – Scope of Work..... 21
ATTACHMENT 5 - SMWBE Aspirational Goals 24
ATTACHMENT 6 – Acknowledgements & Confirmations (Federal and State Requirements) 26
ATTACHMENT 7 – Plans & Specifications..... 35

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.

This RFQ represents Step One of the procurement process and establishes the process for soliciting and evaluating Statements of Qualifications (SOQs) from those entities (Respondents) interested in serving as the Construction Manager at Risk (CMAR). This RFQ is issued in accordance with the Texas Local Government Code, Chapters 2254 and 2269, to qualify firms for the selection of a CMAR for the Consolidated Facilities Terminal Program (CFTP). The CMAR will construct all or some of a new multimodal terminal consolidated facility, apron and taxiway expansions. The CFTP will construct new infrastructure to consolidate the current functions housed within three 1940s military era buildings at Kelly Field. The CFTP will co-locate General Aviation (GA) activities, FIS services for international passenger/cargo processing and airport operations. The CFTP will also include new access roads, vehicle parking, office space for an eVTOL operator, meeting and training space, a taxiway extension, and GA apron.

¹ Pursuant to Texas Local Government Code § 379B.

The SOQ(s) will be reviewed and evaluated in accordance with this RFQ to develop a shortlist of qualified respondents deemed as the most qualified to execute the CMAR on behalf of the Port. Shortlisted firms may receive an invitation to proceed to a Request for Proposal (RFP), Step two of the process. **No fees or prices should be provided in your statement of qualifications.** In the second step of this two-step process, the Port may request that five or fewer offerors, selected solely on the basis of qualifications, provide additional information, including the construction manager-at-risk's proposed fee and prices for fulfilling the general conditions via Request for Proposal (RFP). The Port plans to award the CMAR contract to the Respondent with the "Best Value" criteria defined herein.

THIS PROJECT IS MADE USING FEDERAL ASSISTANCE. Any resulting pre-construction services and construction services from this solicitation is made using federal assistance provided to Owner by the FAA and administered by the Texas Department of Transportation (TxDOT) under the Airport Improvement (AIP) grant, the Military Airport Program (MAP), the Bipartisan infrastructure Bill (BIL) which requires compliance with certain Federal procurement and construction requirement. The construction manager agrees to comply with the certifications and representations required in Attachment 6 to this solicitation as well as all comply with all laws, requirements and certifications under the above referenced grants, and flow down applicable provisions to sub-tier contractors, consultants and vendors. Any construction manager, and sub-tier contractors, consultants and vendors under the project must not be presently debarred or otherwise disqualified from participation in this federally-assisted project.

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.

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 15,000 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.

B. Project Summary:

The Port is requesting responses from qualified General Contractors to provide pre-construction services (i.e., budget estimates, constructability and value engineering suggestions, construction schedules, etc.) during the design phase and, upon completion of the design, act as General Contractor for the construction of the Consolidated Facilities Terminal Program.

The awarded firm/team may be required to coordinate with the Port and/or its consultants for all project related activities associated with this CFTP contract.

C. 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

D. 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. SCOPE OF WORK

See Attachment “4”.

III. INSTRUCTIONS & FORMAT OF SUBMITTALS

Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for Construction Manager-at-Risk 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 Pre-Submittal Conference is scheduled for **10:00 a.m. (Central time), February 23, 2024**. Firms may be asked to join a teleconference for this Pre-Submittal Conference. The link/contact information provided below and posted to the Port’s website. While the Pre-Submittal Conference is not mandatory, attendance is strongly recommended. This deadline has been established to provide adequate time for Port staff to prepare responses to questions from Proposers to the best of their ability in advance of the Pre-Submittal Conference meeting. Any questions and answers addressed during the conference meeting will be issued in an addendum and posted on the Port website. The Port intends to respond to all appropriate questions or concerns received; however, the Port reserves the right to decline to respond to any question or concern.

Site Visit

A project site-visit is scheduled for to immediately follow the Pre-Submittal Conference, **11:00 a.m. (Central time), February 23, 2024**. While the project site-visit is not mandatory, attendance is strongly recommended.

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 RFQ Number (24PW-0001) 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.

The Port intends to respond to all appropriate questions or concerns; however, the Port reserves the right to decline to respond to any question or concern. All material modifications, clarifications or interpretations will be incorporated into an addendum which will be publicly posted. All addenda issued prior to the due date and time for responses are incorporated into the RFQ and must be acknowledged in the statement of qualification response. Only written information provided shall be binding. Oral or other interpretations shall not be binding and are held without legal effect.

Since this solicitation is not a Request for Proposal, and is designed only to identify those CMAR candidates who will be approved to submit proposals, further details about the project will not be provided.

Submittals

Interested firms must submit an electronic, text-searchable Statement of Qualifications consisting of a maximum of twenty-five (25) single-sided pages (excluding the cover, a transmittal letter (no more than two pages), table of contents, dividers, and resumes (limited to two pages each)) on letter sized documents **prior to 4:00 p.m. (Central time), April 9, 2024 to:** contractinginfo@portsanantonio.us. Hard copies and Statements of Qualifications 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 RFQ Number, “**24PW-0001,**” in all communications when inquiring and responding to this RFQ.

Firms intending on serving as sub-consultants, subcontractors, sub-subcontractors, vendors or material suppliers should not submit qualifications in response to this request, as it is to short-list up to five (5) prime CMARs only.

Statements of Qualification must be received by Port prior to the time and date specified. The mere fact that the Statements of Qualification was dispatched will not be considered; the Firm must ensure that the Statements of Qualification is delivered. The time Statements of Qualification are received shall be determined by the time clock stamp used by the Port.

IV. SCHEDULE OF EVENTS

Pre-Submittal Conference	2/23/2024 at 10:00 a.m. (CT)
Project Site Visit	2/23/2024 at 11:00 a.m. (CT)
Deadline for Submission of Questions	3/1/2024 at 4:00 p.m. (CT)
Deadline for Responses to Questions	3/8/2024 at 4:00 p.m. (CT)
Statements of Qualifications Due	4/9/2024 at 4:00 p.m. (CT)
Interviews, if necessary	4/19/2024 - 9:00 a.m. – 4:00 p.m. (CT)

V. SUBMITTAL DOCUMENT REQUIREMENTS & EVALUATION 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 no more than five (5) respondents that are the most qualified to perform services on the Project based on the published selection criteria and on its ranking evaluation. 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.***

By submitting qualifications in response to this RFQ, the respondent accepts the evaluation process and acknowledges and accepts that determination of the “most qualified” firm(s) will require subjective judgments by the Port and/or its staff.

No Gratuities. Respondents shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the Port for the purpose of influencing this selection. Any attempt by any candidate to influence the selection process by any means, other than disclosure of qualifications, credentials and a proposal (if short-listed) through the proper channels, may be grounds for exclusion from the selection process at the Port’s sole discretion.

All Information True. Each candidate, by submitting a statement of qualification, represents and warrants to the Port that all information provided in the response shall be true, correct and complete. Candidates who provide false, misleading, or incomplete information, whether intentional or not, in any of the documents presented to the Port for consideration in the selection process may be excluded, at the Port’s sole discretion.

Contract Negotiations. This RFQ is not to be construed as a contract or as a commitment of any kind. If this RFQ and the subsequent proposal (if requested) results in a contract offer by the Port the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations. To ensure that the appropriate staff is assigned to the Project, the Port intends to make the inclusion of a ‘key persons’ clause a part of the contract negotiations.

No Obligation. The Port reserves the sole right to (1) evaluate the responses submitted; (2) waive any irregularities therein; (3) select candidates to submit more detailed or alternate qualification statement(s), and/or proposals; (4) accept any qualification submittal and/or proposal submittal or portion of such submittal; (5) reject any or all candidates submitting responses, should it be deemed in the Port’s best interest; or (6) cancel the entire process, at the sole discretion of the Port.

Considerations for selection in priority order are as follows:

1. Qualifications and Experience (weight – 45 maximum 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. Include descriptions of at least three (3) representative projects within the last five (5) years. Include at least three (3) professional references with full contact information. Relative experience includes examples of experience relatively similar to the scope of work represented herein this RFQ.
 - 1. Provide list of similar types of projects. Include references with complete contact information.
Examples may include:
 - a. General Aviation Hangars

- b. Paint Hangars
 - c. MRO Facilities
 - d. General Aviation Terminals
 - e. Federal Inspection Stations
 - f. Heavy Airfield Pavement
 - g. Airfield Apron
 - h. Taxiway
 - i. Flight line
 - j. Fueling stations
2. Provide list of projects in which similar types of pre-construction service were provided (i.e., estimating, value engineering, constructability reviews, scheduling, etc.). Include references with complete contact information.
 3. Summarize the project approach used to provide cost effective construction solutions.

The evaluation will be a subjective assessment of Respondent's description of similarities in project complexity, magnitude, and type of project completed or in progress. It will not be based on absolute standards of performance. The Port reserves the right to consider all aspects of any Firm's performance history but will attribute more significance to work that was similar in work of the nature, magnitude, and complexity of work which might be ordered under the contract described in this solicitation. Relative experience assessment will be weighted in accordance with how closely the work correlates with the pertinent experience requirements, and how recently the work was performed.

- c. CMAR Experience. Provide list of projects similar to those listed in section 1(b)1 above in which CMAR role was performed.
- d. Team Experience. Include resumes (limited to one-pages each) of key team member assigned to this effort. Please include brief resumes or descriptions of the individual(s) / partner companies who you anticipate to lead/manage/participate in this project. Provide details to support team members role and responsible for project examples provided.
 - a. Project Superintendent.
 - b. Project Executive.
 - c. Project Manager.
 - d. *Multiple Parties*. If applicable, statement of qualifications that include a joint venture, partnership, affiliated business arrangement, or consortium with other vendor applications or with subcontractors, 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 statement of qualification.
- e. 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.
- f. Federal and/or federally assisted programs. Provide list of projects similar to those listed in section 1(b)1 above which were completed using federal assistance and the grant programs under which the assistance came.

2. Project Approach & Estimating and Scheduling Expertise (weight – 40 points)

- a. Proposed Project Approach. Summarize the firm's approach to the CMAR process. Highlight the Company's approach towards project delivery, including: (a) pre-construction phase preparation; (b) construction phase services (project coordination and management, sequencing the work, QA/QC oversight of installed work, anticipated problems, proposed solution to anticipated problems, ability to meet schedule, cost proposal development/adherence & project close-out), (c) warranty phase services, and (d) use of local, SMWVBE and DBE subcontractors. Identify if there are any concerns for availability of material for which the quantity is undefined.
- b. Cost Estimating. Provide a summary of the firm's approach to and relevant expertise and experience in cost estimating for similar projects. Cost estimate examples and sample reports may be submitted. Additionally, please summarize the firm's approach to value engineering.
- c. Scheduling. Provide the firm's approach to scheduling. Examples of similar project schedules may be submitted.

3. Acknowledgements & Confirmations (Attachment 6)

Please refer to Attachment 6 and acknowledge and confirm Respondents ability to comply with or obtain the relevant requirements.

- a. Acknowledgment of full/partial federal grant funds and confirmation of ability to comply with the grant terms
- b. Confirmation Respondent can provide certification regarding Debarment and other mandatory FAA grant solicitation terms
- c. Confirmation Respondent can comply with various identified state laws
- d. Confirmation of the Port's Local Business and SMWBE aspirational goals and DBE goal
- e. Confirmation Respondent is able to obtain the insurance requirements and can provide Payment and Performance bonds for 100% of the project value

4. Local Businesses and SMWVBE – DBE (maximum weight – 15 points as outlined below)

It is Port San Antonio's policy, as a defense base development authority, to encourage involvement of qualified Small, Minority and Woman Owned Business Enterprise (SMWBE) and Local Business Enterprises in soliciting and awarding competitive contracts in accordance with the aspirational goals adopted by its Board of Directors. The aspiration goal policy is a method employed by Port San Antonio to ensure that all businesses, including small, minority, and woman-owned businesses have the opportunity to compete for procurements funded by Port San Antonio. The aspiration goals are not mandates or quotes but simply Port San Antonio's goals in obtaining diversity in its awarding of contracts.

To the extent Respondent uses subcontractors to perform any of the services to meet the aspirational goals, Respondent will make a good faith effort to meet Port San Antonio's SMWBE aspirational goals, which are attached hereto in Attachment No. 5, and which may be modified from time to time.

Veteran's Preference. In addition to the Port's SMWBE program, the employment of labor (excluding executive, administrative, and supervisory positions), the Construction Manager and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

- a. Firms that meet the definition of Local Business shall be awarded a maximum of five (5) selection points.
- b. Firms that meet the definition of certified SMWVBE shall be awarded a maximum of five (5) selection points.
- c. Firms that do not meet the definition of a Local Business or SMWVBE, but partner or subcontract with certified firms that meet the definition of a Local Business or SMWVBE, shall be awarded points based on the percentage of participation (percent of contract), awarded to these partners or subcontractors.
- d. Firms that meet and/or exceed the project DBE Goal (17.09%) shall be awarded five (5) selection points.

Below is the Evaluation Criteria Summary:

Evaluation Criteria	Maximum Points
Qualifications & Experience	45
Project Approach & Estimating and Scheduling Expertise	40
Acknowledgments & Confirmation	Y /N
Local & SMWVBE/DBE	15
Total Maximum Points	100

VI. 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.

It is the intent of the Port to award a contract to the qualified firm whose proposal for completion of the work provides the best value for the Port after consideration of the relative importance of costs and other evaluation factors described in this solicitation. The successful Respondent(s) will be required to enter into the Port’s Standard Form of Agreement. This RFQ, the second step’s RFP and the successful Respondents’ Response, or any part thereof, may be incorporated into and made a part of the final Contract. The Port reserves the right to negotiate final terms and conditions of the Contract. The Port also retains the right to revise the Agreement to comply with legal or regulatory requirements.

The Port will provide Port’s Standard Form of Agreement as an attachment to a Request for Proposal in step “2” of this two-step process to no more than five (5) Construction Managers deemed qualified under step-one. The Request for Proposal will provide sufficient information for interested parties to prepare and submit proposals for consideration by the Port including all federally required flow-down terms and requirements.

VII. AWARD OF CONTRACT & RESERVATION OF RIGHTS

This is a two-step contract award process as provided by Chapter 2269 of Subtitle F of Title 10 of the Texas Government Code. The Port, through the use of this document will review and rank firms’ qualifications based on their statement of qualifications and the criterial and ranking herein.

In the second step of this two-step process, the Port may request that five or fewer offerors, selected solely on the basis of qualifications, provide additional information, including the construction manager-at-risk's proposed fee and prices for fulfilling the general conditions by use of a Request for Proposal. Not later than the 45th day after the date on which the final proposals are opened, the Port shall evaluate and rank each proposal submitted in relation to the criteria set forth in the request for proposals.

At each step, the Port will receive, publicly open, and read aloud the names of the offerors. At the appropriate step, the Port shall also read aloud the fees and prices, if any, stated in each proposal as the proposal is opened.

The Port will select the offeror that submits the proposal that offers the best value for the Port based on the published selection criteria and on its ranking evaluation herein and the Request for Proposals in step-two. The Port will first attempt to negotiate a satisfactory contract with the Port Board selected offeror. If the Port is unable to negotiate a satisfactory contract with the selected offeror, the Port shall, formally and in writing, end negotiations with that offeror and proceed to negotiate with the next offeror in the order of the selection ranking until a contract is reached or negotiations with all ranked offerors end. The Port may not disclose any information derived from the proposals submitted from competing offers in conducting such discussions. The Port reserves the right to award a Contract for all or any portion of the requirements proposed by reason of this request, award multiple Contracts, or to reject any and all proposals if deemed to be in the best interests of the Port and to re-solicit for proposals, or to temporarily or permanently abandon the procurement.

Not later than the seventh day after the date the contract is awarded, the Port shall make the rankings public.

- 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 to 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. Vague and general claims as to confidentiality shall not be accepted. All Responses and parts of Responses that are not marked as confidential will be automatically considered public information.
- 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.

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
CONSTRUCTION MANAGER AT RISK**

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, director or Board members 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 statement of qualification or any proposal to any member of any technical evaluation team reviewing the statement of qualification or any 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 solicitation, Construction Manager shall furnish a completed Certificate of Insurance and Endorsements 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 Construction Manager’s financial integrity is of interest to the Port therefore, subject to Construction Manager’s right to maintain reasonable deductibles in such amounts as are approved by the Port, Construction Manager shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Construction Manager’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-VII or better by A.M. Best Company and/or otherwise acceptable to the Port, in the following types and amounts:

Insurance	Contractor Limits	Subcontractor Limits
Worker’s Compensation	Statutory	Statutory
Employer’s Liability Insurance:		
Bodily Injury by Accident (accident)	\$1,000,000	\$1,000,000
Bodily Injury by Disease (policy limit)	\$1,000,000	\$1,000,000
Bodily Injury by Disease (each employee)	\$1,000,000	\$1,000,000
Commercial General Liability (“CGL”)	\$15,000,000 each occurrence \$20,000,000 annual general aggregate \$20,000,000 products-completed operations aggregate	\$2,000,000 each occurrence \$2,000,000 annual general aggregate \$2,000,000 products-completed operations aggregate
Automobile Liability	\$1,000,000	\$1,000,000
Excess Liability	\$25,000,000 each occurrence \$25,000,000 aggregate	\$5,000,000 each occurrence \$5,000,000 aggregate
Pollution/Environmental Liability	\$10,000,000 each occurrence \$10,000,000 aggregate	Required for Subcontractors with a scope that requires the handling of hazardous materials or demolition: \$2,000,000 each occurrence \$2,000,000 aggregate
Professional Liability	\$5,000,000 each claim (dedicated limit for project) \$5,000,000 annual aggregate	Required for Subcontractors providing design or consulting services: \$2,000,000 each claim \$2,000,000 annual aggregate
Builder’s Risk	Total value of the Project on a replacement cost basis	

Insurance	Contractor Limits	Subcontractor Limits
Payment & Performance Bonds	100% of Contract Value.	

Construction Manager 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 Construction Manager 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 Construction Manager to maintain said insurance or secure such endorsement. In addition to any other remedies the Port may have upon Construction Manager’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 Construction Manager to stop work hereunder, and/or withhold any payment(s) which become due, to Construction Manager hereunder until Construction Manager demonstrates compliance with the requirements hereof.

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

SPECIFIC INSURANCE PROVISIONS

WORKER’S COMPENSATION INSURANCE/EMPLOYER’S LIABILITY. Contractor and all Subcontractors shall provide Worker’s Compensation and Employer’s Liability coverage that includes occupational disease coverage with benefits and employer’s liability coverage with limits as set forth above, or within the statutory limits required under Texas law set forth below, whichever is greater. The alternate employer endorsement (WC 00 03 01 A) shall be attached showing Owner in the schedule as the alternate employer.

COMMERCIAL GENERAL LIABILITY INSURANCE. Commercial General Liability coverage (“CGL”) shall be provided by Contractor and all Subcontractors on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) with the limits as specified above. The CGL insurance general aggregate limit shall apply separately to this Project and Contractor and all Subcontractors shall provide evidence of same through ISO Endorsement CG 25 03 05 09. The policies shall include endorsement CG2503, Amendment of Aggregate Limits of Insurance (per Project), or its equivalent. CGL insurance shall cover liability including, but not limited to, liability arising from premises, operations (including XC/U as applicable), independent contractors, electronic data liability (under endorsement ISO CG 04 37), advertising injury, products-completed operations, property damage, and personal injury (with employment exclusion deleted or a separate employment practices liability policy), and death resulting therefrom. There shall be no endorsement or modification of the CGL policies limiting the scope of, or excluding coverage for residential work, explosion, collapse, underground property damage, or any type of subsidence in earth movement work, including soil compaction, fill, or installation of storm or sewer drains. The “Care, Custody, and Control” exclusion shall be removed. If Contractor cannot procure underground liability (XC/U) coverage, such coverage shall be procured and maintained by each Subcontractor responsible for structural support, structural rehabilitation and/or concrete work, and such coverage shall be in the limits required for CGL above, shall protect the interests of the Owner, and shall remain in effect until all claims arising out of the Work are barred by the statute of repose under Texas law.

Commercial General Liability policies shall provide for full separation of insureds and shall not include any insured v. insured exclusions or limitations. Owner reserves the right to notify Contractor and Subcontractors of any additional prohibited

exclusions or endorsements in advance of placing the insurance. A copy of each CGL Schedule of Forms and Endorsement page(s) of the policy shall be provided to verify the coverages required, that the Endorsements required by these insurance requirements are included, and that no prohibited exclusions exist in the policy. Owner may require additional exclusions be removed. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by Owner. Contractor and all Subcontractors shall maintain CGL insurance with coverage as specified in this Exhibit at all times during the course of this Agreement and until all claims arising out of the Work are barred by the statute of repose under Texas law or will purchase a forward extension in its current term policy written to provide completed operations coverage for this Project upon completion and for the required statute of repose.

AUTOMOBILE LIABILITY INSURANCE. Contractor and all Subcontractors shall provide automobile liability coverage with such policy limits described above. Automobile liability coverage shall cover liability arising out of any auto (including owned, hired, and non-owned autos) used in connection with the Work on the Project. Business auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

EXCESS LIABILITY INSURANCE. Excess liability insurance shall be provided by Contractor and all Subcontractors with such policy limits described above. Policies, in each case, shall be excess of the CGL, Automobile Liability, and Employers Liability insurance on a “following form” basis and be no less broad than the CGL, Automobile Liability, Employer’s Liability as described in these insurance requirements, including but not limited to the required additional insured status, designated project(s) and/or location(s), general aggregate, waiver of subrogation, notice of cancellation, and prohibited exclusions or limitations. Continuing excess coverage shall include liability coverage for damage to the insured’s completed work. The policy shall provide coverage where underlying primary insurance coverage limits are exhausted or otherwise unavailable or inadequate to cover a loss. Contractor and all Subcontractors shall maintain the excess policy insurance with coverage as specified in this Exhibit at all times during the course of the Agreement and until all claims arising out of the Work are barred by the statute of repose under Texas law.

PROFESSIONAL LIABILITY INSURANCE. Professional liability coverage (“PL”) will be obtained and maintained by all Contractor and all Subcontractors with policy limits set forth above to insure from and against all negligent acts, errors and omissions in the professional services performed by them, and their agents, representatives, employees, and Subcontractors. PL coverage shall provide full prior acts coverage or a retroactive date not later than the date the services are first performed in connection with the Project. Policies shall not include any type of exclusion or limitation of coverage applicable to claims arising from: (i) bodily injury or property damage where coverage is provided on behalf of design professionals or subcontractors; (ii) habitational or residential operations; (iii) pollution, mold and/or microbial matter and/or fungus and/or biological substance; (iv) punitive, exemplary or multiplied damages; or (v) design/build services. All policies shall be maintained until all claims arising out of the Work and/or services provided by each entity are barred by applicable statutes of limitation or repose.

POLLUTION LIABILITY INSURANCE. Contractor and all Subcontractors will provide Pollution Liability insurance that shall cover a pollution event or release on the Project Site resulting from its activities under and during the term of this Agreement and for completed operations. Coverage shall include mold, mold remediation, bacteria, naturally occurring hazardous substances. The policy shall provide coverage for “sudden & accidental” and gradual occurrences arising from the work performed by Contractor and its Subcontractors under the Agreement. The annual aggregate shall apply separately to this Project. Contractor’s coverage under this policy shall include a 7-day minimum occurrence period for emergency response costs. The policy shall not include any type of exclusion or limitation of coverage applicable to claims arising from any of the following:

- Insured vs. insured actions (however, an exclusion for claims made between insureds within the same economic family is acceptable).
- Impaired property that has not been physically injured.
- Materials supplied or handled by the named insured; any exclusionary language pertaining to materials supplied by the insured is subject to the Owner’s review and approval.
- Property damage to the work performed by a contractor.
- Faulty workmanship as it relates to clean up costs.
- Punitive, exemplary or multiplied damages.

- Work performed by Subcontractors.
- Contractual liability incurred as a result of an injury to an employee of the insured.

Contractor shall maintain pollution liability insurance with coverage as specified in this Exhibit until such time as all claims are barred by applicable statutes of limitation or repose.

BUILDER’S RISK INSURANCE. Builder’s Risk coverage shall be purchased by the Contractor for the entire Project on an “all risk” completed value form with a deductible amount not more than \$25,000 per occurrence. Such insurance shall be evidenced by the kind of policy which does not have to be adjusted or reported upon periodically but shall provide constant insurance at full 100% of all insurable values as they are created during construction by performance of this Agreement. The insurance shall apply on a replacement cost basis.

The insurance shall be written to cover all risks of physical loss, and shall insure at least against the perils of fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, riot or civil commotion and extended coverage including flood and earthquake and shall include coverage for physical loss or damage including, without duplication of coverage, theft, vandalism, terrorism and malicious mischief, collapse, false-work, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Contractor’s services and expenses required as a result of such insured loss. The insurance shall also cover portions of the Work located away from the Project Site but intended for use at the Project Site and shall also cover portions of the Work in transit. Builder’s Risk Insurance shall provide, by endorsement or otherwise, that the insured property may be partially or fully occupied, and that the insurance will remain in full force and effect until the Project is finally complete and fully accepted by the Owner. Owner, Contractor and all Subcontractors shall be included as insureds on this policy. The insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the premises.

Contractor shall name Owner and any Lender as Loss Payees with respect to Owner’s interest in the Project. Loss under the Builder’s Risk insurance shall be adjusted by Owner as provided in Section 11.1.2 of the General Conditions. Owner shall pay other insureds their just shares of insurance proceeds received by Owner, and by appropriate agreements, written where legally required for validity, shall require Contractor to make payment to its Subcontractors in similar manner.

Builder’s Risk coverage will include coverage for consequential loss following physical loss or damage to “critical items” and for “soft costs” including, but not limited to, Owner’s losses of use, income, profit, financing, additional costs to continue construction and meet contract dates, interest on monies borrowed to finance construction, taxes, assessments, legal, accounting and engineering fees, insurance premiums, and other consequential losses. Owner may define any risks or other special hazards that are applicable to the Project that are not otherwise covered by the Builder’s Risk insurance required herein and Contractor shall, if reasonably possible, include such coverage in the policy provided pursuant to this paragraph or, with the express written approval of Owner, purchase additional insurance to cover such risks which shall then be paid as a Cost of the Work unless previously included in Contractor’s General Conditions Costs. All such policies shall include Owner, Indemnitees, Contractor and all levels of Subcontractors as insureds and shall insure for physical loss or damage.

CONTRACTOR’S EQUIPMENT POLICY. Property insurance obtained for the Project may not cover all equipment, tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring and similar items commonly referred to as construction equipment, which may be on the site and the capital value of which is not included in the Work. Any insurance policy covering Contractor’s or any Subcontractor’s equipment against loss by physical damage shall include an endorsement waiving the insurer’s right of subrogation against the Owner. SHOULD CONTRACTOR OR ANY SUBCONTRACTOR CHOOSE TO SELF INSURE THIS RISK, IT IS EXPRESSLY AGREED THAT CONTRACTOR AND ANY SUBCONTRACTOR HEREBY WAIVE ANY CLAIM FOR DAMAGE OR LOSS TO SAID EQUIPMENT IN FAVOR OF THE OWNER AND ALL INDEMNITEES. CONTRACTOR WILL OBTAIN SIMILAR WAIVERS IN FAVOR OF OWNER, AND INDEMNITEES FROM ANY SUBCONTRACTOR ELECTING TO SELF-INSURE THIS RISK.

INSURANCE REQUIRED OF SUBCONTRACTORS. Each Subcontractor, shall provide the coverages with limits as set forth in the table above and throughout this Exhibit. The limits of such insurance may be adjusted in accordance with the nature of each entity’s operations but, if such adjustment is requested, it must be submitted to Owner for approval before any work commences under the agreement in question.

GENERAL TERMS FOR ALL INSURANCE POLICIES. All insurance coverages (including those provided by Subcontractors) must be placed with carriers acceptable to Owner, licensed to do business in Texas, and having an A.M. Best’s Guide rating of A-

VII or better. The insurance coverages shall be written on an occurrence basis, except for Professional Liability and Pollution Liability which may be written on a claims made basis, and shall be primary and not excess insurance vis-à-vis any coverage, any self-insurance, or other policy of insurance maintained by Owner. Certificates of insurance and additional insured endorsements required herein shall provide that the policies shall be primary without right of contribution from any insurance carried by Owner. Each policy, other than Worker's Compensation/Employer's Liability and Professional Liability, shall contain a severability of interest clause stating "it is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability." Each policy shall provide for full separation of insureds and include no insured v. insured limitations or exclusions.

ADDITIONAL INSURED STATUS. The insured status required for Owner, and Indemnitees under the Builder's Risk policy is set forth in paragraph 7 above. As it concerns the other policies required of Contractor and Subcontractors as herein provided, Contractor and Subcontractors shall list Owner, and Indemnitees, and their officers, directors, agents, and employees as additional insureds on all policies except Worker's Compensation and Professional Liability, using ISO Additional Insured Endorsements CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (completed operations) or endorsements providing equivalent coverage.

WAIVER OF SUBROGATION. Each policy of insurance, except Contractor's Professional Liability policy, must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against Owner, and Indemnitees and their officers, directors, agents, and employees.

EVIDENCE/PROOF OF INSURANCE. Evidence of the insurance coverage required to be maintained by Contractor and all Subcontractors under this Exhibit, represented by certificates of insurance issued by the insurance carriers and a copy of the CGL policy with all endorsements, must be furnished to Owner before commencement of the Work (or, with respect to Subcontractors, before such entity begins its portion of the Work or Services) and as coverage renews. Certificates of Insurance shall evidence the above-referenced coverages and shall enumerate, among other things, the additional insured status of Owner and the other parties identified in Section 12 above. The insurance policies shall provide or be endorsed to include a requirement for each insurer to give Owner notice at least thirty (30) days prior to any cancellation. Certificates of Insurance and all additional insured endorsements as provided herein shall be mailed to Owner, and Developer and other addressees at the addresses provided in the Agreement.

FAILURE TO PROVIDE POLICIES. In the event of any failure by Contractor to comply with the insurance requirements included in this Exhibit, Owner may, without in any way compromising or waiving any right or remedy at law or in equity, on written notice to Contractor, purchase such insurance, and deduct the cost of such insurance from Contractor's compensation, provided that Owner shall have no obligation to do so and if they shall do so, Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

DEDUCTIBLES, RETENTIONS & EXCLUSIONS. Insurance deductibles shall be paid by Contractor without reimbursement. Any under-insurance, self-insurance, self-insured retentions (SIR), deductibles, and exclusions in coverage in the insurance policies required under this agreement to the extent applicable, shall be assumed by, for the account of and at the sole risk of Contractor and its Subcontractors.

ENFORCEABILITY OF REQUIREMENTS. None of the requirements contained herein as to types, limits, or Owner's approval of insurance coverage to be maintained by Contractor is intended to and shall not in any manner limit, qualify, or quantify the liabilities and obligations assumed by Contractor under the Agreement or otherwise provided by law. All insurance coverages required by the Agreement, as amended by Owner, shall be written in strict conformance with these requirements to provide complete and full coverage to Owner, and Indemnitees for Contractor's and all Subcontractors' ongoing and completed operations. If coverages and/or specified endorsements are not available due to a change in Texas law, each entity shall secure equivalent coverages, which shall be subject to approval by Owner. To the extent any provision of these insurance requirements is held to be void, voidable, invalid, or unenforceable, the remainder of these insurance requirements shall not be affected thereby and shall remain valid and fully enforceable.

PERFORMANCE AND PAYMENT BONDS. Contractor shall, with the execution and delivery of the GMP proposal, furnish and file with the Owner in the amounts required in this Section, the surety bonds described in Sections 15.4.1.1 and 15.4.1.2 below, which surety bonds shall be in accordance with the provisions of Chapter 2253, Texas Government Code, as amended. Each bond shall be signed by the Contractor, as Principal, and by an established corporate surety bonding company, as surety, meeting the requirements of Section 15.4.2 and approved by the Owner and on the forms approved by the Owner. These bonds shall be

signed by a guaranty or surety company legally authorized to do business in the State of Texas and appearing on the most recently issued (as of the date of bid opening) federally qualified U. S. Treasury Circular 570 List of Approved Sureties. The surety bonds shall be accompanied by an appropriate Power-of-Attorney clearly establishing the extent and limitations of the authority of each signer to so sign:

- **Performance Bond.** A good and sufficient bond in an amount equal to 100% of the total Guaranteed Maximum Price, guaranteeing the full and faithful execution of the Work and performance of the Contract in accordance with Plans, Specifications and all other Contract Documents, including any extensions thereof, for the protection of the Owner. This bond shall also provide for the repair and maintenance of all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of final Completion or acceptance of the Work by the Owner or lesser or longer periods as may be otherwise designated in the Contract Documents.
- **Payment Bond.** A good and sufficient bond in an amount equal to 100% of the total Guaranteed Maximum Price, guaranteeing the full and prompt payment of all claimants supplying labor or materials in the prosecution of the Work provided for in the Contract, and for the use and protection of each claimant.

No surety will be accepted by the Owner that is now in default or delinquent on any bonds or that is a party to any litigation against the Owner. All bonds shall be made and executed on the Owner's standard forms, shall be approved by the Owner, and shall be executed by not less than one corporate surety that is authorized and admitted to do business in the State of Texas, is licensed by the State of Texas to issue surety bonds, is listed in the most current United States Department of the Treasury List of Acceptable Sureties, and is otherwise acceptable to the Owner. Each bond shall be executed by the Contractor and the surety, and shall specify that legal venue for enforcement of each bond shall lie exclusively in Bexar County, Texas. Each surety shall designate an agent resident in Bexar County, Texas to which any requisite statutory notices may be delivered and on which service of process may be had in matters arising out of the suretyship.

WORKER'S COMPENSATION INSURANCE/EMPLOYER'S LIABILITY. Contractor and all Subcontractors shall provide Worker's Compensation and Employer's Liability coverage that includes occupational disease coverage with benefits and employers liability coverage with limits as set forth above, or within the statutory limits required under Texas law, whichever is greater. The alternate employer endorsement (WC 00 03 01 A) shall be attached showing OWNER in the schedule as the alternate employer.

By signing the Agreement, Contractor certifies that it provides workers' compensation insurance coverage for all employees employed on this Project pursuant to Tex. Lab. Code Sections 401 and 406.096(a). As required by Section 406.096(b) of same Code, Contractor must require each Subcontractor to certify in writing to the Contractor that the Subcontractor provides workers' compensation insurance coverage for all of the employees it employs on this Project. Contractor must provide these certifications to the OWNER within ten (10) calendar days of the Effective Date of this Agreement. Contractor hereby acknowledges the below Mandatory TWCC Rule 28 TAC Sect. 110.110 Adapted Language:

(A) Definitions:

1. Certificate of coverage ("certificate") - A copy of a certificate of insurance, or a coverage agreement, showing statutory workers' compensation insurance coverage for the Contractor's employees providing services on this public works Project, for the duration of this Project.
2. "Duration of the Project" - includes the time from the beginning of the Work on this Project until the Contractor's Work on this Project has been completed and accepted by the OWNER.
3. "Persons providing services on the Project" ("subcontractor" in Texas Labor Code §406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on this Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on this Project.
4. "Services" - include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to this Project.

(B) The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, § 401.011(44) for all employees of the Contractor providing services on this Project, for the duration of this Project.

(C) The Contractor must provide a certificate of coverage to the OWNER prior to being awarded the Contract.

- (D) If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of this Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the OWNER showing that coverage has been extended.
- (E) The Contractor shall obtain from each person providing services on this Project, and provide to the OWNER:
- 1) a certificate of coverage, prior to that person beginning Work on this Project, so the OWNER will have on file certificates of coverage showing coverage for all persons providing services on this Project; and
 - 2) no later than seven (7) calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of this Project.
- (F) The Contractor shall retain all required certificates of coverage for the duration of this Project and for three (3) years thereafter.
- (G) The Contractor shall notify the OWNER in writing by certified mail or personal delivery, within ten (10) calendar days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on this Project.
- (H) The Contractor shall post on this Project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on this Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- (I) The Contractor shall contractually require each person with whom it contracts to provide services on this Project, to:
- 1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, § 401.011(44) for all of its employees providing services on this Project, for the duration of this Project;
 - 2) provide to the Contractor, prior to that person beginning Work on this Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on this Project, for the duration of this Project;
 - 3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of this Project;
 - 4) obtain from each other person with whom it contracts, and provide to the Contractor:
 - a) a certificate of coverage, prior to the other person beginning Work on this Project; and
 - b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of this Project;
 - 5) retain all required certificates of coverage on file for the duration of this Project and for three (3) years thereafter;
 - 6) notify the OWNER in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on this Project; and
 - 7) contractually require each person with whom it contracts, to perform as required by clauses (I)-(1-7) of this subparagraph, with the certificates of coverage to be provided to the person for whom they are providing services.
- (J) By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the OWNER that all employees of the Contractor who will provide services on this Project will be covered by workers' compensation coverage for the duration of this Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- (K) The Contractor's failure to comply with any of these provisions is a breach of Contract by the Contractor which entitles the OWNER to declare the Contract void if the Contractor does not remedy the breach within ten (10) calendar days after receipt of notice of breach from the OWNER.

ATTACHMENT 3 - General Information

Project Name: Consolidated Facilities – Construction Manager @ Risk

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:

SMWVBE-DBE Certification of Prime Firm, Joint Venture, or Subcontractor:

Attach copy(ies) of current SMWVBE-DBE 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 |
| <input type="checkbox"/> | <input type="checkbox"/> |

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 – Scope of Work

CMAR Services. Contractor shall perform the following Services:

The Construction Manager at Risk shall collaborate with the Port and the Port’s Architect/Engineer from final design through construction and program close-out as a means to deliver a high-quality Consolidated Facilities program within the Guaranteed Maximum Price (GMP) and schedule developed. An overview of CMAR services include:

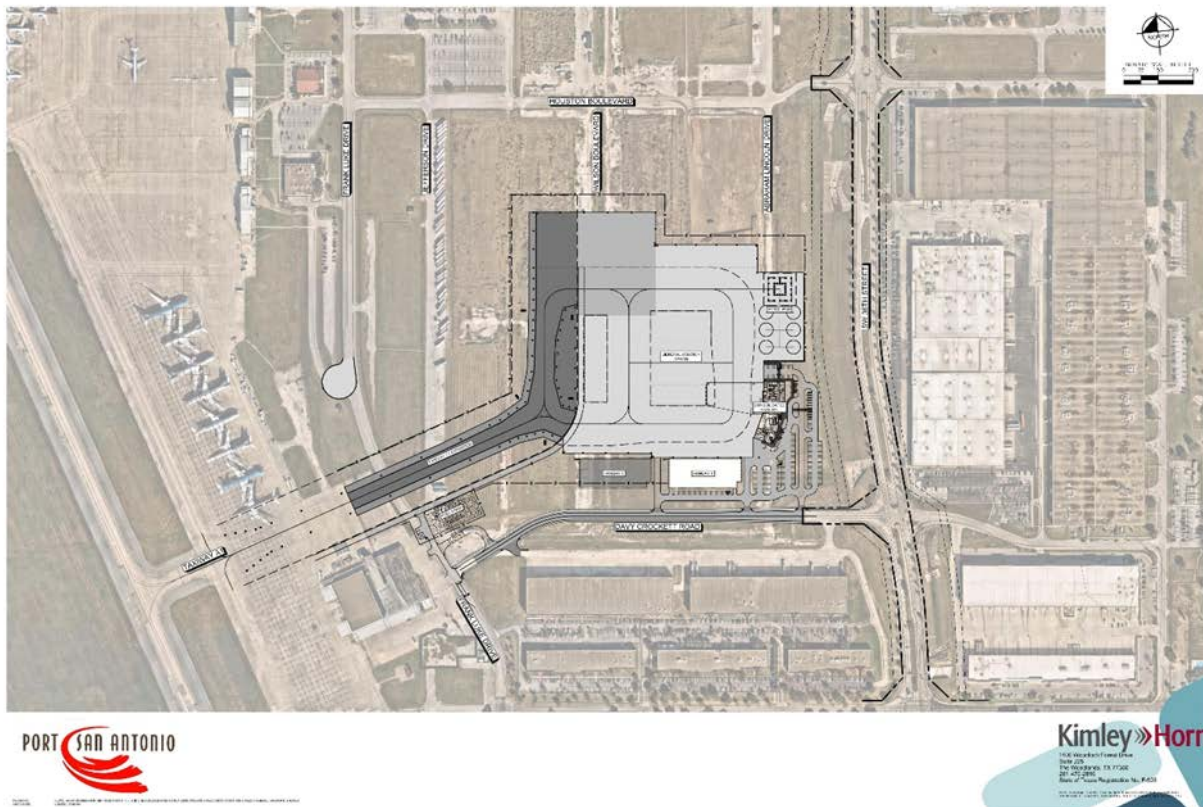
1. Collaborate with Port and the program Architect/Engineer during the design phase to provide likely construction means and methods as they may affect the design; constructability reviews; cost estimating; and scheduling.
2. Identify potential program risks and any mitigation procedures.
3. Identify any long lead procurement items and offer solutions.
4. Develop a program/construction implementation schedule and final scope of work.
5. Establish a Guaranteed Maximum Price (GMP) for the completed program.
6. Maintain constant communication through the design and construction with the Port, Architect and Engineer.
7. Maintain cost estimates and schedule during construction to assure delivery within scope, schedule and costs.
8. Manage all construction trades and subcontractors to a higher quality of work.
9. Manage contract close-out and provide final program documentation such as warranties.

CFTP Overview:

The Port Authority of San Antonio is looking to construct a new Consolidated Facilities building, general aviation apron, and Taxiway extension as part of its 1,900-acre technology and innovation campus. The multi-faceted project includes a wide array of updates and expansions including:

- Consolidated Facilities Building – a new, state of the art facility to house Airport Operations, FBO, eVTOL operator, Customs and Border Protection, and entertainment/collaboration space. This roughly 40,000 facility will align with PSA’s technological and innovative theme in its appearance and material while serving as a hub for all airfield operations. Externally, the facility will include a roughly 30’ tall airside canopy, landside parking lot for approximately 150 parking spaces, generator yard, and EV charging.
- 18” Taxiway A1 PCC Paving – The construction involves the installation of roughly 27,000 SY of 18” thick Portland Cement Concrete pavement for Design Group 5 commercial and military aircraft.

- 13” and 18” GA Apron PCC Paving – The General Aviation apron will consist of roughly 78,000 SY of 13” thick Portland Cement Concrete pavement and 16,000 SY of 18” thick concrete surface. A dedicated 75,000 SF portion of the apron will serve as a helipad or potential base for an eVTOL operator.
- Vehicle Service Road – a new 8” PCC pavement dedicated vehicle service road will be constructed connecting the existing ramp to the new GA apron.
- Airfield Storm System – A new RCP and RCB storm system consisting of nearly 6,000 LF of differing size pipe, multiple area inlets, trench drain, and aircraft rated structures will be constructed parallel with Taxiway A1 extension and within the new GA apron.
- Airfield Lighting – Upgrades to the existing lighting along Taxiway A, new edge lighting along Taxiway A1, and mast lighting within the GA apron will be constructed. Additionally, a dedicated lighting vault will be established to house CCRs and other electrical components necessary for the airfield lighting.
- Airfield Striping – Taxiway and apron striping to be installed to comply with FAA regulations.
- AOA Fence – Roughly 2,300 LF of new chain link AOA security fencing including multiple gate and access points.
- Davy Crockett Roadway Expansion – The expansion of Davy Crockett Road between SW 36th Street and Frank Luke Drive comprised of roughly 5,000 SY of 8” PCC pavement. This new roadway will feature an 8” SAWS waterline extension, RCP storm system, sidewalk, street lighting, and driveway improvements.





PURK JAH HUIVU



ATTACHMENT 5 – L-SMWBE Aspirational Goals

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

<i>Category Description</i>	<i>Aspirational Goals – Construction Services</i>	<i>Aspirational Goals – Professional Services</i>	<i>Aspirational Goals – General Services & Materials/Equipment</i>	<i>CMAR DBE Goal</i>
<i>Small Business Enterprise (BE)</i>	30%	30%	30%	
<i>Minority/Woman (BE)</i>	30%	30%	30%	
<i>Local</i>	85%	85%	85%	
<i>Disadvantaged Business Enterprise (DBE) CMAR</i>				17.09%

Definitions:

African American Business Enterprise (AABE): a sole proprietorship, partnership or corporation owned, operated and controlled by an African American Group member(s) who has at least 51% ownership. The African American group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories.

Asian American Business Enterprise (ABE): a sole proprietorship, partnership or corporation owned, operated and controlled by an Asian American minority group member(s) who has at least 51% ownership. The Asian American group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories.

Disadvantaged Business Enterprise (DBE): a small business concern, as defined pursuant to Section 3 of the Small Business Act and implementing regulations, compliant with the Department of Transportation standards set forth in 49 CFR Part 26, owned and controlled by one or more disadvantaged individuals. Owned and controlled means a business, which is at least 51% owned by one or more socially and economically disadvantaged individuals. In the case of any publicly owned business, at least 51% of the stock must be owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

Hispanic Business Enterprises (HBE): a sole proprietorship, partnership or corporation owned, operated and controlled by a Hispanic minority group member(s) who has a least 51% ownership. The Hispanic American group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories.

Historically Underutilized Business (HUB): a sole proprietorship, partnership or corporation, operated and controlled by a 51% owner that is an Asian Pacific American, African American, Hispanic American, Native American and/or American woman; is a for-profit entity that has not exceeded the size standards prescribed by 34 TAC 20.23, and has its principal place of business in Texas, and has an owner residing in Texas with a proportionate interest that actively participates the entity’s affairs.

Local Business (LB): a corporation, partnership, sole proprietorship, or other legal entity, which is headquartered within Atascosa, Bandera, Bexar, Comal, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kerr, McMullen, Medina, or Wilson County for at least one year. For a branch office of a non-headquartered business to qualify as an LB, the branch office must be located in one of the above mentioned counties for at least one year and must employ a minimum of ten (10) 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.
- 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.

Note: The City of San Antonio does not recognize Eskimos, Aleuts or Native Hawaiians within its definition of Native American.

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).

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 6 – Acknowledgements & Confirmations

Offeror / Respondent hereby acknowledges, confirms and agrees that it is capable of complying with the provisions outlined in this Attachment 6 (subsection “A” through “D”).

Signature

Date

Printed Name

Title

Firm/Entity Name

Tax ID No.

A. FEDERAL REQUIREMENTS FOR SOLICITATION

TITLE VI SOLICITATION NOTICE

The Port Authority of San Antonio, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Offeror has full responsibility to monitor compliance to the referenced statute or regulation. The Offeror must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

CERTIFICATION REGARDING LOBBYING

- (1) The Bidder or Offeror certifies by signing and submitting this bid or statement of qualification or any proposal, to the best of his or her knowledge and belief, that:
- (2) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an

agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (3) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (4) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- (5) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a statement of qualification/bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful Offeror, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful Offeror will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the

covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

The applicant represents that it is () is not () a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 1) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables:

Goals for minority participation for each trade:	47.8%
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **San Antonio, Bexar County, Texas.**

B. TEXAS REQUIREMENTS FOR PUBLIC WORKS

STATE LAW. By submitting a statement of qualifications, offeror is certifying that they are able to comply with the following state statutory requirements which will also be required in any resulting contract for CMAR services.

Conflicts Disclosure Statement: Pursuant to Texas Local Government Code Chapter 176, CMR shall submit a signed Texas Ethics Commission (“TEC”) Conflict of Interest Questionnaire (“CIQ”) at the time CMR submits this signed Agreement to Owner. TEC Form CIQ and information related to same may be obtained from TEC website by visiting <https://www.ethics.state.tx.us/forms/conflict/>. If CMR certifies that there are no Conflicts of Interest, CMR shall indicate so by writing name of CMR’s firm and “No Conflicts” on the TEC Form CIQ.

Form 1295: If CMR is a privately held entity, then pursuant to Texas Government Code Section 2252.908 and the rules promulgated thereunder by the TEC, CMR shall submit a completed and signed TEC Form 1295 with a certificate number assigned by the TEC to Owner at the time CMR submits this signed Agreement to Owner. TEC Form 1295 and information related to same may be obtained from TEC website by visiting <https://www.ethics.state.tx.us/filinginfo/1295/>. CMR agrees and acknowledges that this Agreement shall be of no force and effect unless and until CMR has submitted said form to Owner, if and to the extent such form is required under Government Code § 2252.908 and the rules promulgated thereunder by the TEC.

No Israel Boycott: As required by Chapter 2271, Texas Government Code, CMR hereby verifies that CMR, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.

Terrorist Organizations: Pursuant to Chapter 2252, Texas Government Code, CMR represents and certifies that, at the time of execution of this Agreement, neither CMR, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is engaged in business with Iran, Sudan, or any terrorist organization, and is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

No Energy Company Boycott: As required by Chapter 2274, Texas Government Code, CMR hereby verifies that CMR, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. The term “boycott energy companies” in this paragraph has the meaning assigned to such term in Section 809.001 of the Texas Government Code, as amended.

Firearm Entity Discrimination: As required by Chapter 2274, Texas Government Code, CMR hereby verifies that CMR, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The term “discriminate against a firearm

entity or trade association” in this paragraph has the meaning assigned to such term in Section 224.001(3) of the Texas Government Code, as amended.

Equal Employment Opportunities: The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, gender, sexual preference, national origin, age, physically challenged condition, or a political belief or affiliation, and will comply with all State and federal statutes applicable to Contractor which relate to employment discrimination.

Public Records: The Contractor shall provide contracting information that is in its possession to the Owner in the event that the Owner receives a public information request for the information, subject to the exceptions provided under the Texas Public Information Act, Chapter 552 of the Government Code. The Owner must inform the Contractor of the request for information within three (3) business days of receipt from the requestor. The Contractor shall provide the information within ten (10) business days. The Contractor shall provide written notice of an exception request, in accordance with Government Code Chapter 552. The requirements of Subchapter J, Chapter 552, Government Code apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.



C. PORT AUTHORITY OF SAN ANTONIO'S SMWVBE GOALS

Offeror acknowledges it will make a good faith effort to meet the L/SMWVBE Goals of the Port San Antonio as outlined in Attachment 5.



D. INSURANCE AND BOND REQUIREMENTS

By providing a statement of qualifications, Offeror represents and certifies that they can comply with the insurance and bond requirements outlined in Attachment 2.



ATTACHMENT 7 – Plans & Specifications

- Consolidated Facilities Schematic Plans
- Outline Specifications
- Site Plan

