



CITY OF SAN ANTONIO

REQUEST FOR QUALIFICATIONS (RFQ)

PROFESSIONAL SERVICES AGREEMENT FOR ARCHITECTURAL DESIGN SERVICES FOR THE TERMINAL A/B RECONFIGURATION AND REHABILITATION AT SAN ANTONIO INTERNATIONAL AIRPORT RFQ: 2025-054 | WBS: 33-03351-01

Release Date: May 30, 2025

Proposals Due: August 01, 2025, at 10:00 AM Central Time (CT)

This solicitation has been identified as High-Profile.

PROHIBITED CAMPAIGN CONTRIBUTIONS

Prohibition against Campaign or Officeholder Contributions for Individuals and Entities Seeking High-Profile Contracts. Under Section 2-309 of the Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections beginning on the *10th business day after a contract solicitation has been released through the 30th calendar day following the approval by City Council (“blackout” period):

1. Any individual seeking a high-profile contract;
2. Any owner, officer, officer of board, executive committee member, and general board member of an entity seeking a high-profile contract;
3. The legal signatory of the high-profile contract;
4. Any attorney, lobbyist or consultant hired or retained to assist the individual or entity in seeking a high-profile contract;
5. Subcontractors hired or retained to provide services under the high-profile contract;
6. Any first-degree member of the household of any person listed in (1), (2), (3) or (5) of this subsection; and
7. Any corporate political action committee (PAC) established or formed by the entity seeking a high-profile contract.

A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution was made by any of these individuals during the “blackout” period.

****For this solicitation, the first day contributions are prohibited is June 13, 2025.***

The first day contributions may be made is the 31st day after the contract is approved at a City Council “A” Session.

RESTRICTIONS ON COMMUNICATIONS

In accordance with and as authorized by Section 2-61 of the City Code, the following Restrictions on Communications apply to this solicitation: Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFQ or proposal from the time the RFQ has been released until the contract is posted for consideration as an agenda item during a meeting designated as an “A” session; and 2) City employees from the time the RFQ has been released until the contract is approved at a City Council “A” session.

Restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFQ and/or proposal submitted by Respondent.

Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent’s proposal from consideration.

For additional information, see the section of this RFQ entitled “Restrictions on Communications”.

TABLE OF CONTENTS

Section	Section Name	Page
I.	Background	4
II.	Scope of Work and General Requirements	5
III.	Schedule of Events	9
IV.	Pre-Submittal Conference	9
V.	Submittal Document Requirements and Evaluation Criteria	10
VI.	Submission Instructions	17
VII.	Amendments to RFQ	18
VIII.	Restrictions on Communications	18
IX.	Award of Contract and Reservation of Rights	20
Exhibit #	RFQ Exhibits	
Exhibit A	Aviation General Conditions	-
Exhibit B	Procedures for Obtaining Airport Personnel Identification Badge and Airfield Driver's License	-
Exhibit C	List of Disqualified Crimes	-
Exhibit D	Insurance Requirements	-
Exhibit E	Experience Matrix for Proposed Staff	-
Exhibit F	DBE Special Provisions and Requirements	-
Exhibit G	Federal Contract Provisions	-
Exhibit H	Aviation San Antonio Airport System Sustainable Airport Manual (SAASSAM) Vol. 1	-
Exhibit I	Aviation SAASSAM Checklist	-
Exhibit J	Terminal A/B Reconfiguration and Rehabilitation Pre-Submittal Parking	-
Exhibit K	Project Overview	-
Form #	Required Forms	
Form 1	Submittal Checklist and Table of Contents	-
Form 2	Submittal Cover/Signature Sheet	-
Form 3	Contracts Disclosure Instructions Form	-
Form 4	Litigation Disclosure Form	-
Form 5	DBE: Utilization Form (DBE Form 1)	-
	DBE: Letter of Intent (DBE Form 2)	-
	DBE: Regular Dealer Distributor Affirmation Form (DBE Form 3)	-
	DBE: Final Schedule of Subcontractors (DBE Form 4)	-
	DBE: Bidders List (DBE Form 5)	-
Form 6	Veteran-Owned Small Business (VOSB) Tracking Form	-
Form 7	Heat Illness Prevention Acknowledgment Form	-

PROFESSIONAL SERVICES AGREEMENT FOR ARCHITECTURAL DESIGN SERVICES FOR THE TERMINAL A/B RECONFIGURATION AND REHABILITATION AT SAN ANTONIO INTERNATIONAL AIRPORT RFQ: 2025-054 | WBS: 33-03351-01

I. BACKGROUND

To effectively support the growth of the San Antonio Metropolitan Area and Airport, the City of San Antonio is undertaking the Terminal A/B Reconfiguration and Rehabilitation (TABRR) project to upgrade existing Terminals A and B. To successfully execute this effort, the City seeks qualified architectural firms with proven technical expertise and aviation experience to provide comprehensive design and support services for the reconfiguration and rehabilitation of Terminals A and B at San Antonio International Airport (SAT). The designs for Terminals A and B will reflect the aesthetic and functional principles of SAT's Terminal Development Program (TDP) and published design standards, enhancing passenger experience, connectivity, and overall operational efficiency. The rehabilitation will not only improve general functionality but also include upgraded restrooms and expanded hold room areas, to align as closely as possible with the new terminal, ensuring a cohesive and modern airport environment.

Terminal A, commissioned in 1984, spans 378,524 square feet across three levels: Arrivals, Departures, and Mezzanine. Serving as a vital hub for passenger operations, it features 16 gates that facilitate efficient airline services. The Arrivals Level includes support spaces, three baggage claim devices totaling 405 linear feet of claim frontage, and three L3 6600 Explosive Detection System (EDS) units for baggage screening. The Departures Level houses a check-in hall with 55 counter positions, of which 10 are currently vacant, along with 25 kiosks, an eight-lane Security Screening Checkpoint (SSCP) featuring four full-body scanners, hold rooms, concessions, and restrooms. On the Mezzanine Level, administrative offices for Aviation staff and additional support spaces ensure smooth airport operations.

Terminal B, constructed in 2010, covers 231,753 square feet and is structured across three levels: Arrivals, Departures, and Mezzanine. The Arrivals Level includes checked baggage screening with two L3 6600 EDS units interconnected with Terminal A, along with three baggage carousels providing 360 linear feet of claim frontage. This level also accommodates airlines' baggage services offices and operational spaces. The Departures Level features 25 check-in counter positions, three of which are currently unused, 13 kiosks, a four-lane Transportation Security Administration (TSA) SSCP equipped with two full-body scanners, and designated queuing areas for general passengers, premium travelers, and TSA PreCheck. The Mezzanine Level primarily supports mechanical equipment, playing a crucial role in maintaining the terminal's operational efficiency.

A comprehensive assessment of Terminals A and B is currently being conducted to evaluate existing conditions and identify necessary improvements. A draft copy of the assessment will be provided to the Architect for review as soon as it becomes available, mid-summer 2025. The assessment would offer additional context and detail regarding the scope of potential rehabilitation efforts. The selected architect will be expected to validate and expand upon the assessment's findings, incorporating industry best practices and innovative solutions to ensure the successful modernization of both terminals.

The architect will address the program's diverse scope, scale, and operational complexity. The concurrent design projects within TABRR demand airport-specific expertise and specialized technical and architectural services to ensure success. The firm will be responsible for designing all needed

upgrades and renovations for Terminals A and B and for planning and coordinating the resources necessary to successfully rehabilitate Terminals A and B. Additionally, the firm will provide timely support to the Aviation Department's staff to efficiently deliver the program. Key members of the architect's team are expected to be collocated with the Aviation Department staff. The successful consultant will be an architect with extensive airport expertise, capable of designing the necessary upgrades to Terminals A and B and providing the Aviation Department with various support services as requested throughout the duration of the TABRR program. The preferred architectural firm will have multifaceted technical experience in delivering complex airport terminal development and improvement programs, utilizing alternative project delivery methods, and coordinating among various design, management, and construction teams.

Personnel provided by the selected architect firm must be able to obtain all required TSA security clearances, including background checks for airfield access. The selected firm will be responsible for ensuring that all sub-consultants are properly badged or providing escorts as necessary to adequately staff each project. Driving within the secured areas of the airfield will be required and will necessitate an airfield driver's license. For more details, refer to the Request for Qualifications (RFQ) **Exhibit B - Procedures for Obtaining Airport Personnel Identification Badge and Airfield Driver's License**.

The selected architect firm will also be required to adhere to all terms and conditions outlined in the contract documents, which will be released during the negotiations phase of this solicitation process, as well as Federal Contract Provisions attached hereto as Exhibit G. Additionally, the selected architect firm must comply with the provisions of the Federal Aviation Administration (FAA) Advisory Circular (AC) #150/5100-14E, or its most current version, "Architectural, Engineering, and Planning Consultant Services for Airport Grants Projects." This AC can be accessed online at <http://www.faa.gov>.

Note: The selected architect firm and their sub-consultants must provide substantiation for labor, overhead, and burden rates during negotiations.

The City will award one Professional Services Agreement (PSA) as a result of this RFQ for a total contract not to exceed amount of \$35,000,000 over the life of the agreement. Contract award and amendment funding will be based on phasing of projects, requirements to maintain FAA grant eligibility, and availability of funds.

PURPOSE AND INTENT

The architect will be responsible for designing all needed upgrades and renovations to Terminal A and B and provide oversight of the TABRR program throughout its duration. The architect will provide program-level design and leadership to ensure the overall success of the TABRR, as well as project-level planning, design, and management. The architect must have a proven track record of successfully leading complex terminal reconfiguration and rehabilitation programs, with extensive experience in upgrading and modernizing existing airport terminals. This expertise should include the ability to manage the unique challenges of working within active airport facilities, ensuring minimal disruption to operations while enhancing functionality, efficiency, and the overall passenger experience. The Architect's expertise must also include the ability to provide effective architectural oversight, advise the City and Airport's executive teams, and support the Aviation Department in discussing the program at outreach events within the community. The architect will report to the Aviation Department and ensure that project scopes, schedules, and budgets are met through a collaborative effort.

II. SCOPE OF WORK AND GENERAL REQUIREMENTS

Following the facility assessment conducted by Garver, LLC, Terminal A will undergo a strategic reconfiguration and rehabilitation to upgrade aging infrastructure and modernize spaces to align with current airport standards. This includes improvements to and reconfiguration of hold rooms, restrooms, terminal finishes, and other key areas. Terminal B will receive targeted upgrades focused on Furniture, Fixtures, and Equipment (FF&E), terminal finishes and curtain wall repairs. These renovations will be designed in alignment with the four foundational pillars of SAT's TDP — the construction of a new Terminal C, roadway and curbside improvements, airfield and utility infrastructure enhancements, and the relocation of the Terminal A Security Screening Checkpoint (SSCP). All design efforts will adhere to SAT's published design standards to ensure a cohesive aesthetic, enhanced passenger experience, improved connectivity, and greater operational efficiency across the airport campus.

The architect's scope of services shall include, but is not limited to, the following tasks for both Terminal A and Terminal B, in addition to the recommendations outlined in the draft assessment conducted by Garver, LLC. A draft copy of the assessment will be provided to the Architect for review as soon as it becomes available, mid-summer 2025. The assessment would offer additional context and detail regarding the scope of potential rehabilitation efforts.

1. Project Initiation and Programming

1. **Review Assessment Deliverables:** Analyze the Terminal A and Terminal B Reconfiguration & Rehabilitation Assessment, which will include summaries of prior studies and new assessments for Terminal A. A draft copy of the assessment may be provided to the CMAR for review as soon as it becomes available, mid-summer 2025.
2. **Stakeholder Coordination:** Collaborate with SAT staff, airlines, and other stakeholders to refine programmatic requirements, considering the extensive renovations needed for Terminal A, limited scope for Terminal B, and address enhanced passenger connectivity.
3. **Design Standards Integration:** Incorporate SAT's published design standards and ensure design alignment with the new Terminal.
4. **Provide Program Progress Monitoring, Tracking, and Reporting:** Monitor and report on the program's progress to SAT stakeholders.
5. **Collaborate with the TDP** to reconfigure shared landside and airside components at Terminals A and B, including, but not limited to screening checkpoints, ticketing areas, the closure of the easternmost curbside door in TA departure and arrival levels, as well as potential façade enhancements. This includes technical coordination with the TDP to support the relocation of Federal Inspection Services (FIS) to the new terminal, ensuring functional and aesthetic integration across all terminal development initiatives.

2. Terminal A Design (Targeted Renovation & Reconfiguration)

Reconfiguration:

1. **Optimize the design of all levels** (Arrivals, Departures, Mezzanine), including renovated baggage claim infrastructure (replace 3 devices, 405 LF), check-in hall and Airline Ticket Office (ATO) reconfiguration (55 counters, 10 vacant), and an eight-lane Security Screening Checkpoint (SSCP) [8 lanes, 4 scanners] to support 8-12 gates incorporating a recomposure area to enhance post-screening passenger experience.
2. **Improve the efficiency of baggage handling system (BHS) screening machines** at Terminal A induction points to optimize baggage handling operations.
3. **Add queue belts** to the alarm line to alleviate congestion and streamline baggage screening.

4. **Optimize manual encode induction and exit lanes** to improve baggage processing efficiency.
5. **Reduce the number of gates** to accommodate 3,000 SF hold room expansions, to improve passenger seating and circulation.
6. **Design Passenger Boarding Bridges** for replacement, refurbishment, and/or relocation to accommodate a wider range of aircraft and provide greater flexibility in airport operations.
7. **Reconfigure the entry vestibules and improve the terminal façade** to align more closely with the architectural identity of the new Terminal C. Work could include removal and redesign of existing vestibules, installation of larger bi-parting entry doors, and construction of new vestibule canopies that borrow materials, proportions, and detailing from the TDP design vocabulary. Selective expansion of glazing areas along the façade will be evaluated and implemented to introduce more natural light and visual continuity with Terminal C enhancing the passenger experience and creating a cohesive airport identity.

Rehabilitation:

1. **Design a full architectural rebuild** of the terminal based on the Garver, LLC assessment, addressing outdated systems.
2. **Develop a complete barrel roof rehabilitation** plan per Garver, LLC recommendations.
3. **Specify a new curtain wall** to comply with energy codes.
4. **Design elevators and escalators** to code compliance and include energy efficiency upgrades for all levels.
5. **Design of Building Systems** (mechanical, electrical, and plumbing [MEP], fire suppression, AV, IT, Security) in accordance with Garver, LLC's assessments.
6. **Renovate the bag drop area** on the secure side to enhance passenger flow and processing efficiency.
7. **Specify FF&E replacement** to align with TDP standards, leaving structural systems intact.
8. **Redesign and expand restrooms** to meet modern accessibility standards, improve passenger comfort, and accommodate increased capacity demands.
9. **Reconfigure and enlarge hold rooms** to enhance seating availability, improve passenger flow, integrate charging stations, and provide a more comfortable waiting experience.
10. **Reduce Landside and Expand Airside concession areas** to optimize retail and dining options, improve revenue potential, and enhance the passenger experience while maintaining efficient circulation. (2,100 SF Airside reduction and 3,000 SF Airside expansion).
11. **Improve overall passenger circulation** by optimizing wayfinding, improve corridors, addressing pinch points, and enhance connectivity between key terminal areas.
12. **Redevelopment of the Existing FIS Area.** Following the relocation of FIS to the new terminal under the TDP, the design team will support SAT in repurposing the vacated space within Terminal A. Potential uses may include Aviation staff offices, expanded concessions, expanded baggage claim, or a combination of these functions. The architect will help develop the program create a design to maximize spatial efficiency, maintain operational flexibility, and ensure cohesive integration with the broader terminal improvements.
13. **Design a new boiler system within Terminal A** to replace the existing unit currently located in Terminal B. The design team shall identify an appropriate location in Terminal A and develop design documents and specifications for a new system that meets required capacity demands. Coordination with Airport Facilities and the TDP is required to support

the decommissioning of the existing system while ensuring continuity of operations and minimizing disruptions to both Terminal B and the TDP.

14. **Execute façade improvements to unify design across terminals.** This includes surface treatments, replacement of outdated exterior materials, strategic addition of glazing, and color/material alignment with the TDP and airport design standards. Also included is the cleaning, repair, and replacement of curbside pavement as needed to present a more polished, durable public frontage. Upgraded illuminated wayfinding signage will be installed to support improved passenger orientation and visual consistency with the new terminal development.

Systems Integration:

1. **Develop Building Systems design** for nearly full replacement of HVAC ductwork, roof units, air handlers, electrical distribution, lighting, fire suppression, IT systems, audio/video, security, and Public Address Voice Evacuation (PAVE).
2. **Optimize the design of the existing BHS** serving Terminal A, Terminal B, and Terminal C to improve operational efficiency and adapt to reconfigured terminal layouts. The scope includes enabling efficient use of all screening machines by Terminal A ticket counter induction points; ensuring delivery capability to all Terminal A baggage make-up devices; incorporating queue belts along alarm lines to alleviate post-screening congestion; and optimizing manual encode induction and exit lanes.

3. Terminal B Design (FF&E, Americans with Disabilities Act, and Window Resealing)

Reconfiguration:

1. **Improve accessibility** in accordance with the Americans with Disabilities Act, Texas Accessibility Standards (TAS), and local government requirements.
2. **Reduce walking distance from ticket lobby counters** to Terminal B hold rooms, improving passenger convenience.
3. **Redesign the check-in counter and queue area** to enhance operational efficiency and passenger flow.
4. **Redesign operational spaces** to optimize functionality and support airline operations more effectively.
5. **Redesign the baggage claim area** to improve accessibility and efficiency for Terminal B airlines.

Rehabilitation:

1. **Specify FF&E** replacement to align with TDP standards, leaving architectural, structural, MEP, and other systems intact.
2. **Design elevators and escalators** to code compliance and include energy efficiency upgrades for all levels.
3. **Modernize and expand restrooms** to meet current accessibility standards, improve passenger comfort, and accommodate increased capacity demands.
4. **Repair and restore the existing curtain walls** in accordance with the assessment recommendations, addressing window moisture remediation and resealing upgrades, as well as any structural or thermal deficiencies to enhance energy efficiency, weather resistance, and overall durability.
5. **Enhance curbside check-in and ticket lobby** layout to better serve Terminal B airlines.
6. **Rehabilitate the Terminal B façade to create architectural continuity with Terminal A and the new Terminal C.** Work includes repairs, surface treatments, and the use of complementary materials and finishes from the TDP palette to modernize the exterior and

visually tie the terminal into the broader campus design. The scope includes, aesthetic improvements, curbside pavement repair and cleaning, and the installation of upgraded illuminated wayfinding signage for a more consistent passenger experience and improved circulation clarity.

III. SCHEDULE OF EVENTS

The following tentative schedule has been prepared for this project:

Pre-Submittal Conference and Site Visit:	June 10, 2025, CT, 10:00 am, CT
Deadline for Submission of Written Questions:	June 20, 2025, 4:00 pm, CT
Responses Due:	August 1, 2025, 10:00 am, CT
Evaluation of Submittals:	August 22, 2025
Interviews:	Week of September 8, 2025
Anticipated City Council Consideration:	December 2025

IV. PRE-SUBMITTAL CONFERENCE

A non-mandatory Pre-Submittal Conference is scheduled, for **June 10, 2025, at 10:00 a.m.** CT. The Pre-Submittal Conference will be held via WebEx meeting. Prospective Respondents may join the WebEx using the following instructions:

Join by phone: 1-415-655-0001

Meeting number (access code): 2348 664 2559

Meeting password: COSA2025

Join meeting:

<https://sanantonio.webex.com/sanantonio/j.php?MTID=m49c5685cfd91d2d18f1d4db9003e0c7d>

Attendance at the Pre-Submittal Conference is optional, but highly encouraged. Respondents who join the WebEx Pre-Submittal Conference are required to sign into the meeting using a QR code provided only during the meeting. This will confirm Respondent's attendance and participation for the Pre-Submittal meeting through WebEx.

The Pre-Submittal Conference will be held at the City of San Antonio Airport Center, **10100 Reunion Place, Boeing Conference Room 3rd Floor, San Antonio, Texas 78216. The event is not in the Airport Terminals.** City of San Antonio Airport Center guest access and security procedures are provided hereto as **Exhibit J - Terminal A Reconfiguration and Rehabilitation Pre-Submittal Parking.**

Respondent is encouraged to submit written questions concerning this RFQ through the CivCast website at least five (5) calendar days in advance of the Pre-Submittal Conference, in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference, as well as being posted on the CivCast website at <https://www.CivCastusa.com/bids>.

City's responses to questions received by this due date may be discussed at the Pre-Submittal Conference, as well as being posted on the CivCast website at <https://www.CivCastusa.com/bids>.

Any oral responses provided by City staff at the Pre-Submittal Conference shall be preliminary. A written summary of the Pre-Submittal Conference shall contain City's official responses to issues raised during the Pre-Submittal Conference and posted on the CivCast website at <https://www.CivCastusa.com/bids>. Any oral response given at the Pre-Submittal Conference that is not confirmed in the posted written summary from the Pre-Submittal Conference or in a subsequent addendum shall not be official or binding on City. Only written responses shall be official. All other forms of communication with any officer, employee or agent of City shall not be binding on City.

Site Visit

A non-mandatory site visit is scheduled on June 10, 2025, at 2:00 p.m. CT., following the non-mandatory Pre-Submittal Conference. Shuttle transportation will be provided from the Pre-Submittal Conference to the site visit location.

Parking Instructions:

The parking garage guard will direct you to park on the top floor of the parking garage (3rd floor). Take the garage elevator to 2nd floor (P2 level) and walk through the sliding door. Take the building elevator to the 3rd floor. The pre-Submittal will be on the third floor – you will see the meeting room as soon as you step off the elevator. Signage will be provided to direct you to the meeting room.

Kindly do not park in the visitor spaces out front of the building; use the parking garage instead.

V. SUBMITTAL DOCUMENT REQUIREMENTS AND EVALUATION CRITERIA

City will conduct a comprehensive, fair, and impartial evaluation of all proposals received in response to this RFQ. City will appoint a selection committee to perform the evaluation of the received Statement of Qualifications (SOQ). Each SOQ received by City shall be analyzed to determine overall responsiveness and qualifications to the RFQ. The selection committee may select Respondents who are judged to be reasonably qualified for interviews, depending on whether further information is needed. Interviews are not an opportunity to change a submission. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. City may also request information from Respondents at any time prior to final approval of a selected Respondent or seek best and final qualifications from Respondents deemed reasonably qualified for award. Final approval of a selected Respondent is subject to the action of the San Antonio City Council.

Respondent's SOQ shall include the following items included in the Submittal Checklist & Table of Contents (**Form 1**) in the following sequence combined in PDF format:

1. **SUBMITTAL CHECKLIST AND TABLE OF CONTENTS (Form #1) (Indexed and labeled as "Tab 1")** – Respondent and respondents team members shall complete this form, which shall be used as the Table of Contents and as a checklist for Respondent's submittal.
2. **EXECUTIVE SUMMARY (Indexed and labeled as "Tab 2")** – Respondent shall include a one (1) page Executive Summary at the beginning of the Statement of Qualifications. Respondent's Executive Summary shall state the number of years Respondent's team has been in business, Respondent's number of years in business in its local office, Respondent's local office address and the number of employees employed in Respondent's local office.
3. **CONTRACT TEMPLATE AND GENERAL CONDITIONS REVIEW (Indexed and labeled as "Tab 3")** – Respondent shall review the Contract Template and General Conditions, provided

hereto, and made a part hereof and labeled as **Exhibit A & Exhibit B** and provide written acknowledgment that Respondent accepts the terms, conditions and requirements of the City's Contract Template and General Conditions, in Respondent's submitted proposal under "**Tab 3**".

4. **LETTERS OF REFERENCE (required) (Indexed and labeled as "Tab 4")** – Respondent and Co-Respondents must provide a maximum of five (5) letters of reference including contact information for projects completed within 5 years.
5. **STATEMENT OF QUALIFICATIONS** – Respondent shall provide a narrative document, as outlined in the **Statement of Qualifications** below, addressing all evaluation criteria in **Section V** of this RFQ considering the project defined in this solicitation. Sufficient information regarding Respondent's past projects and key personnel's experience shall be provided in Respondent's proposal. to indicate its team has met or exceeded the minimum qualifications provided in **Section V** of this RFQ in proposal.

The following Evaluation Criteria shall be used, in recommending the award of this Contract:

A. Experience, Background, Qualifications of Firm, Key Personnel, and Key Sub-Consultants (55 Points)

Respondent shall respond to the following items, as they relate to Scope of Work:

1. **Qualifications (Indexed and Labeled as "Tab 5")** – Summarize compliance with each of the Qualifications stated in RFQ Section II, B, Expertise of Prime and Subconsultants. The minimum qualification summary shall be limited to two (2) pages.
2. **Team Profile (Indexed and Labeled as "Tab 6")** – Provide a description of the Respondent team, their qualifications and experience, including Prime Firm, Joint Venture Parties or Partners and Sub-Consultants and identify which services they are proposed to provide (limited to ten (10) pages). Include teaming rationale and objectives.
3. **Proposed Key Personnel/Organizational Chart (Indexed and Labeled as "Tab 7")** – Provide a detailed organizational chart or graphic representation of your team, identifying key personnel who would be assigned to work on the various tasks assigned through this professional service agreement. For each of the key personnel, identify the firm with which they are employed. Describe, in graphic and written form, in the style of your choosing, the proposed assignments and lines of authority and communication for each team member to be directly involved in the project(s). The organizational chart or graphic representation may be an 11" x 17" sized page and has a page limit of one (1).
4. **Experience Matrix for Proposed Staff (Indexed and Labeled as "Tab 8")** – Complete the Staff Experience Matrix (Exhibit F) to include all proposed team members, Prime, Joint Venture Parties and Partners and Sub-Consultants indicating demonstrable experience, in years, of each individual proposed on the Organizational Chart. Respondents may duplicate the form if more than one page is needed. The Experience Matrix may be an 11" x 17" page. Additional areas of expertise may be added by the Respondent if needed to represent Team experience.
5. **Project Sheets (Indexed and Labeled as "Tab 9")** Identify five (5) programs or projects completed by the Prime and up to ten (10) programs or projects completed by and representing the experience of the Team's Sub-consultants in the last fifteen (15) years.

Each project sheet should be no more than (2) pages with a maximum of 30 pages for this section to include the following:

1. Project name and description which highlights how Respondent meets qualifications for the ideal team as stated RFQ Sections I and II.
2. List of team member firms (Prime Firm, Joint Venture Parties or Partners and major Sub- Consultants) and their key personnel who were assigned to or who were under contract for the project and who are also proposed on this Architect project. Provide details regarding the firms' and key personnel's respective roles on the past project, and if proposed for this Architect project, note what role they will play.
3. Names of Design Architect / Engineer; Project Estimator; and Program Manager firms.
4. Relevant Project Dates: Contract Award, Contract Completion, and Construction Dates (start/completion).
5. Project's original design and construction contract amount(s) and final design and construction contract amount(s) to date if project is ongoing.
6. The owner's name and the name of the Owner's Representative (if different) who served as the owner's day-to-day liaison during the design/construction phase of the project in the following format:
 - a. Name of Owner: _____
 - b. Name of Owner's representative: _____
 - c. Representative's Phone Number: _____
 - d. Representative's E-mail: _____
7. Description of the project including sustainability elements and any LEED certification obtained.
8. Knowledge or experience gained that would benefit and be applied to this Program.
9. Photograph or graphic rendering of the facility and other pertinent graphics.

- 6. Resumes (Indexed and Labeled as "Tab 10")** – Respondent must submit one (1) page resumes for all its key team members, to include subcontractors. Resumes should link to project sheets and also may include additional previously completed relevant projects not highlighted in the project sheets.

Resumes also shall include:

- a. The license type (if applicable) and number of years licensed
- b. Certification or other role specific recognitions, and number of years, including LEED Accreditation, if any
- c. Number of years employed with the Respondent or sub-consultant firm.
- d. Number of years' experience in proposed role corresponding to the assignments included in the Organizational Chart
- e. Number of years of experience working on aviation
- f. City of residence

- 7. Experience and Commitment with Green Building and Sustainability Practices (Indexed and Labeled as "Tab 11")**

Respondent shall limit its response to the following items to a total of one (1) page.

- a. Describe Respondent's experience in the design of buildings or infrastructure that

- have been designed as per established green and sustainable design practices.
- b. Provide a list of all Green Building certifications/accreditations held by Respondent's team members- e.g., LEED Accredited professionals or specialized trainings and certifications.

B. Project Approach/Management Plan (35 Points)

Respondent shall submit information in a brief narrative plan which clearly and concisely describes the organizational structure, resource availability and approach to project management and execution. This section shall be limited to ten (10) pages indexed and labeled as Tab "10" in the submittal.

- Describe Respondent's approach to management and coordination of their team members over distances and various offices.
- Describe how the Respondent's team will communicate with Aviation, City, and others. How will the team engage face-to-face?
- Detail the current capacity of key personnel and their availability, and the Respondent's capabilities to respond to assigned projects to complete the services outlined herein. Specifically, for each of the key personnel, provide the following:
 - List of active projects and projects anticipated to begin by the end of 2022 along with the estimated completion date (month/year) of each
 - For each of those projects, identify the key staff's responsibility and percent of time committed to or contractually obligated to the project.
- Explain how Respondent intends to distribute assigned work amongst itself and its sub-consultants.
- Include, in the narrative, the Respondent's approach to:
 - Terminal, roadway, and parking garage design.
 - Project management.
 - Collaborative work in large program teams.
 - Fast-track design.
 - Design flexibility to respond to technology and regulatory changes.
 - Opportunities for sustainable development with increased energy efficiency.
 - Owner representation in Design-Build and other alternative delivery methods.
 - Quality assurance/quality control management and processes.
 - Design for equitable access.
 - Production and management of simultaneous, multi-year projects.
- Describe Respondent's understanding of the City and Department's unique issues, constraints, nuances, or other factors that may affect the successful completion of assignments. Provide the approach of your Respondent Team to meet and manage those factors and comprehensively address all the issues, standards and requirements needed.
- Describe the Respondent's communications with Aviation, City, and stakeholders to ensure seamless, successful delivery of the services outlined in this RFQ.
- Provide information related to Respondents or any of its proposed team members' failure to complete any contract awarded and an explanation. If Respondent and its proposed team members have never failed to complete a contract awarded, please include a statement affirming this.

C. Disadvantaged Business Enterprise (DBE) Program – (10 Points) (Indexed and Labeled as "Tab 12")

It is the policy of the City that Disadvantaged Business Enterprises (DBEs) as defined under 49 CFR Part 26, shall have “equality of opportunity” to participate in the awarding of federally assisted Aviation Department contracts and related subcontracts, to include sub-tier subcontracts. This policy supports the position of the U.S. Department of Transportation (DOT) and the FAA in creating a level playing field and removing barriers by ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with federal funds under this contract. Therefore, on all DOT or FAA-assisted projects the DBE program requirements of 49 CFR Part 26 apply to the agreement. A full program description and associated requirements are set forth in **DBE Special Provisions and Requirements Exhibit F**. The selected Respondent will be required to meet the DBE Program and requirements.

Notification is hereby given that a DBE contract specific goal has been established for this RFQ. The applicable DBE goal is **13%** of the total dollar value of the contract including any change orders and/or modifications throughout the term of this Contract/agreement. The Respondent must make Good Faith Efforts in meeting such goals or submit documentation detailing Good Faith Efforts to meet the established DBE goals is required in response to this RFQ.

Respondents may comply with the Aviation’s DBE Program, **DBE Special Provisions and Requirements (Exhibit F)** and Federal Code requirements without achieving the participation goals so long as they make, and document Good Faith Efforts as required under 49 CFR Part 26. Respondents that do not meet the project’s DBE goal are subject to Good Faith Efforts review. If such a review is needed, it will be performed by the DBE Liaison Officer (DBELO). If the DBELO determines the Respondent failed to make and document “good faith efforts”, the Respondent will be deemed non-responsive.

Respondents should note that a complete response requires the subcontracting plan to achieve the contract specific goal or documentation of good faith outreach efforts if the goal cannot be achieved, and a narrative related to Respondent’s approach to subcontractor engagement.

The selection process for this RFQ will be based on the information submitted by Respondent as set forth in the Disadvantaged Business Enterprise (DBE) Special Provisions and Requirements, **Exhibit F**, and DBE Forms 1-5

Respondent **must** make good faith efforts by either of the following things:

1. Documents that it has obtained enough DBE participation to meet the goal; or
2. Documents that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so.

Failure to meet the DBE requirements will deem the response non-responsive

DBE EVALUATION CRITERIA

It is pass or fail on meeting the DBE goal and good faith effort plan. If respondent passes, then they move forward to evaluation panel.

DBE participation shall be evaluated based on the Good Faith Efforts participation plan and other information submitted by Respondent as set forth in the DBE Program Requirements, DBE

Exhibit F and DBE Forms 1-5. If these required DBE forms and documentations are not submitted with this solicitation, the RFQ submittal will not be accepted for consideration.

The points assigned to this category (10 total) shall be allocated as follows:

DBE Participation Points (10 total) shall be utilized for the award of this project based on submitting a two (2) page maximum description of Respondent's DBE Narrative Statement to include the following information:

- Respondent's commitment in addressing diversity; activities to be taken to assure equal employment opportunity for all persons, regardless of race, color, religion, age, national origin, or disability; and institutional strategies to ensure diversity.
- Diversity in Respondent's team; and
- Respondent team members' historical DBE utilization on previous contracts.

Below is the Evaluation Criteria Summary:

Evaluation Criteria Summary	Maximum Points
A. Experience, Background, Qualifications of Firm, Key Personnel, and Key Sub-Consultants	55
B. Understanding of the Project and Proposed Management Plan	35
C. Disadvantaged Business Enterprise (DBE) Program	10
Total Maximum	100 Points

Required Forms (to be uploaded individually in CivCast):

City shall conduct due diligence and analysis of the following required forms:

1. **SUBMITTAL COVER/SIGNATURE SHEET (Form #2)** – Respondent and Co-Respondents must include the completed Submittal Cover/Signature Sheet with the other required forms. The Submittal Cover/Signature Sheet must be signed by a person (or persons) authorized to bind Respondent and the entity/entities submitting the response. Signature pages signed by a person other than an officer of the company or partner of the firm must be accompanied by evidence of authority. Joint ventures submittals require signatures from all firms participating in the joint venture. Submitting joint ventures are required to provide legal proof of the joint venture, such as a joint venture agreement.
2. **CONTRACTS DISCLOSURE FORM (Form #3)** – Complete and submit a Contracts Disclosure Form with the proposal. The Contracts Disclosure Form may be downloaded and completed electronically at: <https://webapp1.sanantonio.gov/ContractsDisclosure/>

Click on the "Print" button at the bottom of the page and place a copy in proposal response as indicated in the Proposal Checklist.

3. **LITIGATION DISCLOSURE FORM (Form #4)** – Respondent, Co-Respondent and all subcontractors on this project must complete a Litigation Disclosure Form, utilizing additional pages for explanation, if necessary, and submit the completed form. If Respondent is proposing as a team or joint venture, each party to that team or joint venture shall complete and submit a

separate Litigation Disclosure Form.

4. **DISADVANTAGE BUSINESS ENTERPRISE (DBE) PROGRAM GOOD FAITH EFFORT PLAN (Forms #5)** – Respondent shall submit completed and signed: DBE *Utilization* (DBE Form 1), *Letter of Intent* (DBE Form 2), DBE *Regular Dealer/Distributor Affirmation* (DBE Form 3) **for DBE suppliers** identified in DBE Form 2 & DBE Form 4, *Final Schedule of Subcontractors* (DBE Form 4), *Bidders List Collection* (DBE Form 5). Letter(s) of Certification for all DBE firms identified, **if applicable** submit Good Faith Effort Criteria and JV draft Agreement described in RFQ. If these required DBE forms and documentations are not submitted with this solicitation, the RFQ submittal will be deemed nonresponsive.

THE DBE GOAL FOR THIS CONTRACT WILL BE 13%.

5. **VETERAN-OWNED SMALL BUSINESS PROGRAM TRACKING FORM (VOSB) (Form #6)** – Respondent must submit a completed and signed VOSB Tracking form with this solicitation. This solicitation is not eligible for a preference based on status as a veteran-owned small business (VOSB). Nevertheless, in order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both prime contract and subcontract levels. San Antonio City Code Chapter 2, Article XI describes the City's veteran-owned small business preference program.
6. **HEAT ILLNESS PREVENTION ACKNOWLEDGMENT FORM (Form #7)** – Respondent and Co-Respondents must include the complete the Heat Illness Prevention Acknowledgment form with this solicitation. Effective August 31, 2023, the Heat Illness Prevention Ordinance implemented requirements to certain City-funded contracts involving activities in outdoor and unconditioned spaces. For more detailed information on the Heat Illness Ordinance, see Ordinance No. 2023-08-31-0585 and General Conditions for Construction Contract, Article X.1.5 and Art.X.2.3(a).
7. **LETTER OF INSURABILITY** – Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFQ if awarded a contract in response to this RFQ. Respondent shall also submit a copy of their current insurance certificate.
8. **CERTIFICATE OF INTERESTED PARTIES TEC FORM 1295** – The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Chapter 46 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity:

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Print your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g., IFB 6100001234, RFO 6100001234 or RFQ 6100001234).

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

“Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the “Business entity”.)

“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

“Intermediary,” for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person’s participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

City shall review Form 1295 as part of the Minimum Requirements Review performed upon all proposals received. Deficiencies in or missing Form 1295 shall not be a disqualifying error. Instead, City shall notify a Respondent of any requirements to cure the deficiency and/or to submit/re-submit Form 1295 within two (2) days of notice to remain eligible to be considered for a contract award. If applicable, City shall include the selected Respondent’s Form 1295 in its package prepared for the San Antonio City Council’s consideration for contract award.

VI. SUBMISSION INSTRUCTIONS

Online submission will be via CivCast at <https://www.CivCastusa.com/bids>. Online submission services will open for submitting Statement of Qualifications on **May 30, 2025**, and close on **August 1, 2025, at 10:00 a.m. CT**. Follow submittal instructions on <https://www.CivCastusa.com/>. **Hard copies of submittals sent by facsimile or email will not be accepted.**

Please adhere to the following criteria:

- Pages equal front only

- No smaller than 11-point font.
- Be succinct and clear.
- Keep your submittal relevant to the target project.
- Each submittal shall include the sections and attachments in the sequence listed in the **Section V**, Submittal Document Requirements & Evaluation Criteria, with each section divided by tabs and indexed, as indicated in this RFQ.
- All pages shall be numbered, and all sections shall adhere to page limits. If a section does not have a page limit specified, there are no page limits for that section.

To correctly submit a response to this RFQ, Respondent shall reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation and/or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any) submitting the response. The true and correct name shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the signature page of the Proposal.

Co-Respondents are two (2) or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If you are conducting business in Texas, it is likely you will have to register your business with the State Comptroller. Depending on the type of business you conduct, you may also be required to obtain a permit, collect and or pay tax, and file tax returns.)

(If Respondent/Co-Respondents are not registered with the Texas Secretary of State, please note the City of San Antonio requires Respondents selected for award of a contract register with the Texas Secretary of State. Changes to the registered agent or registered office information must always be filed with the Texas Secretary of State and comply with applicable statutory requirements. A sole proprietor, conducting business under an assumed name (a name other than the surname of the individual), shall file an assumed name certificate with the Office of the Bexar County Clerk. Any associated costs, fees or expenses should be considered in Respondent's price proposal.)

Respondent must comply with the Restrictions on Communications section of this RFQ and shall not provide full or partial copies of its submission to City officials or City employees, as defined by that section. Failure to submit a submittal in accordance with the prescribed process will result in Respondent's submittal being disqualified from consideration.

VII. AMENDMENTS TO RFQ

Changes, amendments, or written responses to questions received in compliance with **Section VIII**, Restrictions on Communications herein, will be posted on the CivCast website at <https://www.CivCastusa.com/bids>. It is Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission of its proposal. If Respondent does not have access to the Internet, Respondent shall notify City, in accordance with **Section VIII**, Restrictions on Communications, that it wishes to receive copies of changes, amendments or written responses to questions by mail or facsimile.

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

VIII. RESTRICTIONS ON COMMUNICATIONS

Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFQ or proposal from the time the RFQ has been released until the contract is posted for consideration as an agenda item during a meeting designated as an A session; and 2) City employees from the time the RFQ has been released until the contract is approved at a City Council “A” session.

Restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFQ and/or proposal submitted by Respondent.

Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent’s proposal from consideration.

As used herein, City Official is defined as the Mayor; members of City Council; Municipal Court Judges and Magistrates; City Manager; Deputy City Manager; City Clerk; Deputy City Clerk; Assistant City Clerk; Assistant City Managers; Assistants to City Manager; all City department heads and assistant department heads; Internal Auditor and Assistant Internal Auditors; Compliance Auditor; Assistant to City Council; Assistants to City Council, including contract personnel; Assistant to Mayor; Assistants to the Mayor, including contract personnel; Executive Secretaries; Public Utilities Supervisor; members of bid committees; members of the Historic and Design Review Commission; Zoning Commission; and members of any board or commission that is more than advisory in nature.

Exceptions to the Restrictions on Communications with City employees include:

1. Respondent may ask verbal questions concerning this RFQ at the Project’s Pre-Submittal Conference.
2. Respondent may ask verbal questions concerning this RFQ at the Project’s Site-Visit Meeting if one is scheduled.
3. Respondent must submit questions concerning this RFQ through the CivCast website at <https://www.CivCastusa.com/bids> until **June 20, 2025, at 4:00 p.m. CT**. Questions received after the stated deadline will not be answered.
4. Respondents and/or their agents are encouraged to contact the Aviation Department’s DBE Liaison Officer Barbara Patton for assistance or clarification with issues specifically related to the City’s Disadvantage Business Enterprise (DBE) Program policy and/or completion of the required DBE forms. Mrs. Patton may be reached by telephone at (210) 207-3592 or by e-mail at barbara.patton@sanantonio.gov. Respondents may contact Mrs. Patton or Business Opportunity and Diversity Development (BODD) office at BODD@sanantonio.gov any time prior to the due date for submission of proposals. Contacting her or BODD regarding this RFQ after the proposal due date is not permitted.
5. Respondent shall provide responses to any questions asked of it by City’s Staff Contact Person and/or his/her designee about City’s DBE Program both before and after responses are received and opened.
6. During interviews, if any, verbal questions, and explanations will be permitted. If Respondent is invited for an interview and/or demonstration, the City requests Respondents limit the size of their team to no more than four (4) people of Respondent’s choosing and subject to City’s approval. Attorneys and/or lobbyists are strictly prohibited from attendance. If you are utilizing

a subcontractor, a subcontractor representative should be included. The City reserves the right to exclude any persons from interviews as it deems in its best interest.

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm, anticipated City Council agenda date, and a review of the solicitation process.

City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations, initiated by City staff persons, shall not be considered a violation by Respondent of this section.

IX. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

City reserves the right to award one, more than one or no contract(s) in response to this RFQ.

- A.** A Contract, if awarded, shall be awarded to a Respondent whose proposal is deemed most advantageous to City, as determined by the selection committee and upon the approval by the San Antonio City Council.
- B.** City may accept any proposal in whole or in part. If subsequent contract negotiations are conducted, such negotiations shall not constitute a rejection or alternate RFQ on the part of City. However, final selection of a Respondent is subject to San Antonio City Council approval.
- C.** City 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. City also reserves the right to terminate this RFQ, reissue a subsequent solicitation and/or remedy technical errors in the RFQ process.
- D.** By executing the Submittal Cover/Signature Sheet, Respondent agrees to be bound by the terms therein. Respondent acknowledges it has received all Addenda and agrees to be bound by the terms, conditions, and requirements of this submitted submittal, all documents listed in the RFQ Submittal Checklist and Table of Contents, the enabling City Ordinance and all of the associated documentation that form the entire Contract to which Respondent shall be bound, upon the approval of the San Antonio City Council. All Contract documents are not binding on City until approved by the San Antonio City Attorney's office and the San Antonio City Council. No work shall commence on the subject Project until Respondent provides the necessary evidence of insurance required in City's General Conditions for City of San Antonio Construction Contracts and until City signs the Notice to Proceed. In the event the parties cannot negotiate within the time specified by City, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.
- E.** This RFQ does not commit City to enter to an agreement or award any services related to this RFQ, nor does it obligate City to pay any costs incurred by Respondent in the preparation or submission of a response or in anticipation of a contract.
- F.** City administers its design and construction management through an Internet-based management system. All vendors shall be required to use City's system and submit Project schedules as City dictates.

G. Prohibited Financial Interest

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in §§ 2-42 and 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with City. An officer or employee has a

“prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- A City officer or employee; their spouse, sibling, parent, child, or other family member within the first degree of consanguinity or affinity;
- An entity in which the officer or employee, or their parent, child or spouse directly or indirectly owns 10% or more of the voting stock or shares of the entity, or 10% or more of the fair market value of the entity; or
- An entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

By submitting a proposal, Respondent warrants and certifies, and a contract awarded pursuant to this RFQ is made in reliance thereon, that it, its officers, employees, and agents are neither officers nor employees of the City.

- H. Respondent is required to complete and submit a Contracts Disclosure Form with the proposal. The Contracts Disclosure Form may be completed electronically:
<https://webapp1.sanantonio.gov/ContractsDisclosure/>

Click on the “Print” button at the bottom of the page and place a copy in your proposal response as indicated in the Proposal Checklist.

For more information on Ethics Code and Disclosures, please visit:
<https://www.sa.gov/Directory/Departments/OCC/Ethics>.

For more information on updates to the Ethics Code and Municipal Campaign Finance Code, approved by City Council on May 2, 2024, and were effective on October 1, 2024, please visit: <https://www.sa.gov/Directory/Departments/OCC/Ethics/Revisions>. Resources are available to include a Vendor Frequently Asked Questions (FAQs) with key changes and compliance requirements for vendors working with the City, including non-profit organizations. Instructions and web-link to electronic form are included in **Form 3** of RFQ.

- I. **Independent Contractor:** 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 City 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.
- J. **State of Texas Conflict of Interest Questionnaire (Form CIQ).** Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under §176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See §176.006(a-1), Texas Local Government Code. Form CIQ is available from the Texas Ethics Commission by accessing the following web address:
<https://ethics.state.tx.us/forms/conflict/>

In addition, please complete the **City’s Addendum to Form CIQ (Form CIQ-A)** and submit it with

Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

<http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>

When completed, the CIQ Form and the CIQ-A Form should be submitted together and mailed to the Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If you prefer to deliver them by hand, please go to the Office of the City Clerk at City Tower, 100 W. Houston, Concourse Level (C), San Antonio, TX 78205.

Please do not include these forms with your proposal, as the Finance Department, Procurement Division will not deliver them to the Office of the City Clerk on your behalf.

- K. All submittals become the property of City 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, City 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.
- L. Any cost or expense incurred by the Respondent associated with the preparation of its submittal, the Pre-Submittal Conference or during any phase of the selection process, if any, shall be borne solely by Respondent.
- M. City reserves the right to verify any and all information submitted by Respondents at any time during the solicitation/evaluation process.
- N. Final approval of a selected firm(s) is subject to the action of the San Antonio City Council.
- O. City reserves the right to contact any Respondent to negotiate a contract if such action is deemed desirable by City.

P. TEXAS GOVERNMENT CODE §2270.002:

State Prohibitions on Contracts:

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

Prohibition on Contracts with Companies Boycotting Israel.

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Q. Texas Government Code § 2252.152:

Contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization prohibited.

Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §2270.0201 or §2252.153 "Listed Companies". Consultant/Contractor hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Consultant's/Contractor's certification. If found to be false, or if Consultant/Contractor is identified on such list during the course of its contract with City, City may terminate this Agreement for material breach.

R. S.B. 943 – Disclosure Requirements for Certain Government Contracts.

S.B. 943 – Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Respondent acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this RFQ and any resulting contract. Respondent agrees that the contract can be terminated if Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

By submitting a proposal, Respondent warrants and certifies, and a contract awarded pursuant to this RFQ is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous RFQ or contract. City hereby relies on Respondent's certification, and if found to be false, City may reject the proposal or terminate the Contract for material breach.