



City of Brownsville  
Purchasing and Contract Services Department

**Request for Statements of Qualifications  
For an Airport Wildlife Biologist for the  
City of Brownsville**

SOQ #: AWB-50-0910

SOQ's will be received until: August 25, 2010  
at 4:00 P.M.

Statement of Qualifications for an Airport Wildlife Biologist

AWB-50-0910



**City of Brownsville Purchasing / Contracting Department**

**INVITATION**

**\* B/P/Q (Bid/Proposal/Qualifications)**

<u>Description</u>	<u>NUMBER</u>	<u>Due Date</u>
Request for Statements of Qualifications for an Airport Wildlife Biologist for the City of Brownsville	*Q AWB-50-0910	August 25, 2010 4:00 p.m.

Sealed, bids/proposals/qualifications will be received by the City of Brownsville, at the Office of Roberto C. Luna, Jr., Purchasing Director, located at City Hall, 1001 E. Elizabeth Street, 1<sup>st</sup> Floor, Suite 101, Brownsville, Texas 78520, (956) 548-6081, e-mail: [purchasing@cob.us](mailto:purchasing@cob.us).

Copies of the bid/proposal/qualifications documents consisting of detailed specifications, general requirements or other information may be obtained at the Purchasing/Contracting Department.

Interested Bidders/Proposer are invited to attend the Bid/Proposal opening at the Office of the Purchasing/Contracting Department on the dates specified. Presence is not mandatory. Specifications may also be viewed and downloaded at: <http://purchasing.cob.us/openbids.asp>.

**Roberto C. Luna, Jr.**  
Purchasing Director

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**Request for Letters of Professional Qualifications**

Qualified firms interested in responding to this Request for Submittal of Professional Qualifications should include information requested in the following paragraphs. All information shall have been updated within the past three (3) months. Failure to provide the information requested or falsification of any information provided shall result in disqualification.

**Request for Statements of Qualifications  
for an Airport Wildlife Biologist for  
the City of Brownsville**

**ACKNOWLEDGMENT OF RECEIPT**

Please fill in the requested information below as acknowledgment that you have received the Request for Professional Qualifications noted above. If your firm is interested in participating, this sheet must be completed and returned or faxed to:

Roberto C. Luna, Jr., Purchasing Director  
Purchasing/Contracting Department  
City of Brownsville  
1001 E. Elizabeth St., 1st Floor, Suite 101, P.O. Box 911  
Brownsville, Texas 78520  
Phone: (956) 548-6081 - Fax: (956) 546-2711  
E-mail: [purchasing@cob.us](mailto:purchasing@cob.us)

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

e-mail: \_\_\_\_\_

\_\_\_\_\_ YES, Our company does have an interest in responding.

\_\_\_\_\_ NO, Our company does not have an interest in responding.

Name: (Print) \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE NOTE:** Your Company must be registered with the City of Brownsville Purchasing Department in order to participate.

Please take a moment to register or update your registration on our new form at the following web site address: <http://purchasing.cob.us/>

**NOTICE TO RESPONDENTS**

**PLEASE RETURN THIS SECTION UPON RECEIPT**

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## **General Instructions**

### **SECTION 1.**

#### **GENERAL**

##### **1.1 INTRODUCTION**

The City of Brownsville is seeking statements of qualifications from an Airport Wildlife Biologist.

##### **1.2 ISSUING OFFICE**

This SOQ is being issued by the City of Brownsville. The issuing agent is Mr. Roberto C. Luna, Jr., the City's Purchasing Director.

##### **1.3 PERTINENT DATES**

SOQ Due Date: Responses to this Request for Qualifications must be received by the Purchasing/Contracting Department by 4:00 p.m. Wednesday, August 25, 2010.

##### **1.4 INQUIRIES**

All inquiries regarding this SOQ must be submitted by e-mail or letter with confirmation by 2 P.M. no later than one week prior to the due date noted in Section 1.3, and be addressed to:

Roberto C. Luna, Jr., Purchasing/Contracting Director  
City of Brownsville Purchasing/Contracting Department  
1001 E. Elizabeth, 1<sup>st</sup> Floor, Suite 101  
Brownsville, TX 78520  
(956) 548-6087  
email: [purchasing@cob.us](mailto:purchasing@cob.us)

The City of Brownsville Purchasing Director will respond in writing to all written inquiries submitted within the specific time frame.

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1.5 INCURRING COST

The City of Brownsville will not be held responsible for any costs or expenses incurred by the consultant firm in preparation and production of an SOQ.

1.6 REJECTION OF SOQ

The City reserves the right to reject responses to this Request for Proposals submitted hereunder for any reason.

Proposer must remain in full compliance with Article 5, Administrative Provisions, Sub-Section 4, Qualifications of the City of Brownsville City Charter:

“The mayor, commissioners, and other officers and employees shall not hold any other public office of emolument and shall not be interested in the profits or emoluments of any contracts, job, work, or service for the municipality, or interested in the sale to the city of any supplies, equipment, material, or articles purchased.”

For more information please review the full text at: [http://citysecretary.cob.us/article\\_v.asp](http://citysecretary.cob.us/article_v.asp).

1.7 ADDENDA TO SOQ

Amendments to this SOQ may be necessary prior to the closing date and will be furnished by e-mail and/or Fax to all prospective respondents. Failure to acknowledge receipt of addenda in accordance with the instruction contained in the addenda may result in a proposal not being considered.

**The following form shall be completed and included in the proposal.**

Failure to acknowledge receipt of all addenda may cause the submittal (SOQ) to be considered **non-responsive** to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Offer.

**ACKNOWLEDGMENT OF ADDENDA**

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Submitted by: \_\_\_\_\_

Company/Firm's Name

Authorized representative: \_\_\_\_\_

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## 1.8 PROPRIETARY INFORMATION

The City of Brownsville is committed to full compliance with the Freedom of Information Act. The City of Brownsville retains the right to disclose the name of any or all consultants, their proposals, and any other information that is pertinent to the selection of the consultant firm. It is the responsibility of consultants to exclude proprietary information, trade secrets or other information, the public disclosure of which would cause harm to the consultant.

## 1.9 PRIMARY QUALIFICATIONS

The consultant firm must acknowledge that they will be fully responsible for the activities that occur in connection with this engagement regardless of political parties, districts, Committees or Subcommittees, or individuals contacted or lobbied in connection with this engagement. The successful firm must commit to at all times represent the City of Brownsville with decorum and integrity.

The consultant firm must have successful experience in the preparing a wildlife analysis to the standards requested by FAA.

## 1.10 KEY PERSONNEL

Consultation firms responding to this SOQ must clearly explain and identify, in detail, the services they provide and identify the qualifications of the individuals involved in those services.

All key personnel must be identified in a project organization chart. The key personnel identified on the organization chart must provide a resume indicating the experience of that person in the consultant field.

## 1.11 AVAILABILITY OF FUNDS

Any contract to be awarded to a qualified consultant firm to represent Brownsville is contingent upon the availability of funds to the City of Brownsville. In the event funds are not available, a contract will not be awarded.

## 1.12 AMBIGUITY IN THE Statement of Qualifications

Prior to submitting the SOQ, the consultant firm shall be required to bring to the City's attention any ambiguities discovered herein. Claims for clarification made less than one week prior to the submission date, as indicated in Section 1.3, or after the date of the submission will not be entertained.

In the event of any ambiguity between the City's SOQ and the Consultant's proposal, then whatever shall be more favorable to the City of Brownsville as determined by the City shall prevail and take precedence.

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## 1.13 PROJECT SCHEDULE

The consultant firm, if awarded a contract for provision of services, must indicate their ability to undertake the scope of services as further defined in Section 2.0, within 5 days of receiving the official notice to proceed. The city requires that this work be completed by September 30, 2010.

## SECTION 2. INTRODUCTION

The City of Brownsville/ Brownsville South Padre Island International airport is inviting Statements of Qualifications (SOQ's) for the purpose of obtaining the services of an FAA Qualified Airport Wildlife Biologist to perform a Wildlife Hazard Assessment, and related services include, but are not limited to the following:

### Phase I

- Need to perform an Airport Wildlife Hazard Assessment (WHA) in accordance with 14CFR 139.337 and FAA Advisory Circular (AC) 150/5200-33B current edition.
- Employee training in control measures in case of emergency.

### Phase II

- Preparation of an Airport Wildlife Hazard Management Plan (WHMP) as required.
- Training of employees regarding their responsibilities under the WHMP as required.

The Biologist must be qualified as outlined in FAA Advisory Circular 150 / 5200 - 36 "Qualifications for Wildlife Biologist Conducting Wildlife Hazard Assessments and Training Curriculums for Airport Personnel Involved in Controlling Wildlife Hazards on Airports"

Five (4) copies of the SOQ must be submitted by **4:00 pm Wednesday August 24, 2010**. Proposals shall be limited to no more than 40 pages. Proposals must be enclosed in a sealed envelope or package clearly marked "Proposal No. 2010-001 Airport Wildlife Hazard Assessment" and mailed or delivered to the address listed below:

## SECTION 3.

### BACKGROUND

- Some basic facts about the City of Brownsville/Brownsville South Padre Island International Airport
  - BRO Airport is owned and operated by the City of Brownsville, located 6 miles north east of City of Brownsville downtown, Brownsville, and is located on 1,600 acres approximately;

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- Has two runways, Runway 17-35 measuring 6000 x 150 feet, and runway 13R-31L measuring 7400 x 150 feet and a utility runway measuring 3000 x 75 feet has over 49 based aircraft and approximately 27,000 annual takeoffs/landings.
- Designated as a Commercial Service served by Continental and American Airlines Brownsville South Padre Island International Airport supports general aviation, corporate business aircraft, air carrier operations, charters and military operations.
- In order for the Airport to continue to support and generate economic growth and diversification, this development project is essential.

## PROJECT OBJECTIVE

The Airport Wildlife Hazard Assessment (14 CFR 139.337) requires the holder of an Airport Operating Certificate (certificate holder) to conduct a wildlife hazard assessment (WHA) when specific events occur on or near an airport. A wildlife management biologist who has professional training and/or experience in wildlife hazard management at airports must conduct the WHA required by 14 CFR 139.337. The FAA reviews all WHAs to determine if the certificate holder must develop and implement a wildlife hazard management plan (WHMP) designed to mitigate wildlife hazards to aviation on or near the airport. These regulations also require airport personnel implementing an FAA-approved WHMP to receive training conducted by a qualified wildlife damage management biologist.

## SCOPE OF SERVICES

For purpose of this RFQ specified services have been divided into two phases.

Phase I of the project shall include Performance of an Airport Wildlife Hazard Assessment (WHA) in accordance with 14CFR 139.337 and FAA Advisory Circular (AC) 150/5200-33, latest edition, and airport employee training in wildlife control measures. It is anticipated Phase I will begin around June 01, 2010 and be completed by August 30, 2010.

The WHA must contain at least the following:

1. An analysis of the events or circumstances that prompted the assessment.
2. Identification of the wildlife species observed and their numbers, locations, local movements, and daily seasonal occurrences.
3. Identification and location of features on and near the airport that attract wildlife.
4. A description of wildlife hazards to air carrier operations.

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5. Recommended actions for reducing identified wildlife hazards to air carrier operations.

Phase II shall include Preparation of an Airport Wildlife Hazard Management Plan (WHMP) and training of employees regarding their responsibilities under the WHMP.

## STATEMENT OF QUALIFICATIONS SHOULD INCLUDE:

1. Qualifications of the firm, sub-consultants and personnel assigned to perform the work as well as the time commitment and qualifications of the project manager proposed for the project. Biologists must be qualified as per FAA Advisory Circular 150/5200-36, latest edition.
2. Organizational chart of Firm/Team submitting proposal, as well as an organizational chart of the office of Firm/Team that will provide professional services to Brownsville South Padre Island International Airport.
3. Brief description of the scope of the last three similar planning projects performed for an airport. Proposals should include client references resulting from the studies.
4. Defined approach to the Wildlife Hazard Assessment process for one of the three similar Wildlife Hazard Assessments referenced above including: airport, schedule start to finish, and other key elements of the process.
5. Defined approach to the BRO Airport Wildlife Hazard Assessment including responsibilities of key team members and proposed project schedule, including major tasks and target completion dates.
6. A list identifying DBE consultants proposed for use in performing the work. DBE information should be submitted in compliance with the BRO DBE plan.
7. Do not include any cost / pricing information at this time in your Qualifications Statement. This follows the guidelines of FAA Advisory Circular 150/5100-14, latest edition. It is expected that this project will be federally funded as part of an upcoming AIP project.

## EVALUATION CRITERIA

All proposals received will be evaluated regarding compliance with this Request, FAA Advisory Circular 150/5200-36 "Qualifications for Wildlife Biologist Conducting Wildlife Hazard Assessments and Training Curriculums for Airport Personnel Involved in Controlling Wildlife Hazards on Airports", and Pa statutes and laws.

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Consultant Selection will be based on the following criteria:

- A. Wildlife Biologist to be assigned to BRO Airport (weighted 40% in selection criteria):** Statements of Qualifications should include resume and detail of experience relevant to the provision of these services. Statements of Qualifications shall also include longevity with proposed Firm/Team, where the biologist will be based, his/her ability and proposed mode of travel to BRO Airport, and the ability to provide quick responses to wildlife occurrences. Materials should also demonstrate the biologist understands the challenges and opportunities of this project, the sponsor's concerns and expectations, and the biologist's familiarity with BRO Airport environment and habitat.
- B. Qualifications of the Firm/Team (weighted 35% in selection criteria):** Demonstrated ability and experience of the principal consultant and its key personnel at Primary Airports with scheduled Air Carrier service. Firm/Team should demonstrate its familiarity with FAA regulations, industry-accepted policies and procedures, and examples of working relationships with the FAA Airports Division-Safety and Certification offices, and the Brownsville South Padre Island international Airprot.
- C. Project Similarity and Past Performance (weighted 25% in selection criteria):** Statements of Qualifications should include specific examples of similar projects performed for similar clients. References and points of staff contact shall be included. Statements of Qualifications should include the approach and methodology taken to complete similar projects for other clients, and a description of the approach being proposed for the projects at BRO Airport. Demonstrate the Firm/Team's ability to meet schedule demands and complete projects by agreed-upon deadlines, and to complete work on or under budget. Airport staff intends to call references and validate representations. References should be included that help BRO Airport staff ascertain and determine the quality of the projects completed, and the satisfaction of airports where projects have previously been undertaken by the proposing Firm/Team. Firm/Team should disclose all arbitration, litigation, lawsuits, and other legal actions associated with projects Firm/Team was involved with in the past five years.

The City of Brownsville requests that all responding consultant firms follow the guidelines below:

## 3.1 CONTENT AND FORMAT

Each copy of the submission shall contain the following sections:

Section 1 A Letter of Interest

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Section 2 Technical Response/Corporate Experience and Capacity

Section 3 Committed Staff and Project Organization

Section 4 References

To be considered, **One (1) original (marked original), five (5) copies, and one (1) electronic version (Acrobat PDF format -one file only)** of the SOQ are to be submitted at same address indicated in section 1.3 & 1.4 above by no later than 4:00 P.M. Wednesday August 24, 2010.

Statements of Qualifications (SOQ) received after the time and date specified will not be considered. SOQ must be signed by a duly authorized official of the Firm's/Contractor's organization. **SOQ received after the time and date specified will not be considered.**

Should firms interested in submitting SOQ have questions regarding the required services, the contents of SOQ, the selection or any other requirements, these questions should be directed to Roberto C. Luna, Jr., Purchasing and Contracting Director (956) 548-6081 or in writing to:

City of Brownsville  
Purchasing Department  
Roberto C. Luna Jr., Purchasing Director  
City Hall 1001 E. Elizabeth St., 1<sup>st</sup> Floor, Suite 101  
Brownsville, Texas 78522-0911 - P.O. Box 911  
Phone: (956) 548-6081 Fax: (956)546-2711  
e-mail: [purchasing@cob.us](mailto:purchasing@cob.us)

Each page of the SOQ must be numbered consecutively from the beginning of the SOQ through all appended material.

## 3.2 LETTER OF INTEREST

The cover letter must specify the following:

- The name and address of the consultant
- The name, title, e-mail address and telephone number of the individual whom the City of Brownsville should contact regarding questions, and clarifications.
- Expression of Interest Statement
- Certification that the firm will meet the primary qualifications identified in Section 1.9 of this SOQ.

## 3.3 TECHNICAL RESPONSE FORMAT/CORPORATE EXPERIENCE AND CAPACITY

The consultant firm shall include detailed information regarding previous projects, similar in nature and complexity to that required by the City of Brownsville, where consultant services were performed successfully.

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The consultant firm shall provide a list of evidence that their work has been successfully utilized on work of similar scope to that reflected in this SOQ. The list is not limited, but must include the following:

- Project name/type
- Type of state outcome required
- Person in the consultant firm responsible
- Activities undertaken
- Results achieved
- Time frame for achieving results

## 3.4 COMMITTED STAFF AND PROJECT ORGANIZATION

**Project Management Plan and Organization:** The consultant firm shall submit an organization chart including all key personnel who will be responsible for implementing services to the City of Brownsville.

**Project Manager and Technical Staff Skills and Experience:** A detailed resume must be included for each individual that will be assigned or committed to working with the City of Brownsville. Resumes should highlight similar projects the individual has worked on and approximately when the work was performed.

## 3.5 REFERENCES

The consultant firm must indicate which projects listed in Section 3.3 the City may call for references, and include contact information.

## SECTION 5.

### CONTRACT AGREEMENT

The contract between the successful firm and the City of Brownsville will be for specific activities and specifying a maximum lump-sum dollar amount for Wildlife reports.

The selected consultant will be required to agree to and sign a formal written contract agreement between the City of Brownsville and the consultant, prepared by the attorney of the City of Brownsville.

The selected consultant will be required to deliver an insurance certificate in amounts and terms acceptable to the City of Brownsville prior to the signing of a formal contract. The "Provision for Required Insurance Consultation Services" and a sample Certificate of Insurance are attached as Attachment A.

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## **SECTION 6**

### **TERMINATION**

Following implementation, should the Airport Director find that the firm has failed in any material respect to perform its agreed upon obligation under the agreement; the agreement shall be canceled by the City as being in the best interest of the City of Brownsville. In the event of termination of this agreement as a result of a breach by the contractor hereunder, the City shall not be liable for any fees and may, at its sole option, award an agreement of the same services to another qualified firm with the best proposal or call for new proposals and award the agreement hereunder. The contractor shall be responsible for direct and consequential damages as a result of its breach, including, but not limited to, extra costs required under the new agreement of similar services.

## **SECTION 7**

### **AUDITS**

The City of Brownsville reserves the right to audit the vendor for Certificate of Occupancy, books and records relating to the performance of this contract. The City of Brownsville, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract.

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## Evaluation Criteria Score Sheet

<b>Name:</b>	<b>Max</b>	
<p><b>Wildlife Biologist to be assigned to BRO Airport (weighted 40% in selection criteria):</b> Statements of Qualifications should include resume and detail of experience relevant to the provision of these services. Statements of Qualifications shall also include longevity with proposed Firm/Team, where the biologist will be based, his/her ability and proposed mode of travel to BRO Airport, and the ability to provide quick responses to wildlife occurrences. Materials should also demonstrate the biologist understands the challenges and opportunities of this project, the sponsor's concerns and expectations, and the biologist's familiarity with BRO Airport environment and habitat.</p>	<b>40</b>	_____
<p><b>Qualifications of the Firm/Team (weighted 35% in selection criteria):</b> Demonstrated ability and experience of the principal consultant and its key personnel at Primary Airports with scheduled Air Carrier service. Firm/Team should demonstrate its familiarity with FAA regulations, industry-accepted policies and procedures, and examples of working relationships with the FAA Airports Division-Safety and Certification offices, and the Brownsville South Padre Island international Airport.</p>	<b>35</b>	_____
<p><b>Project Similarity and Past Performance (weighted 25% in selection criteria):</b> Statements of Qualifications should include specific examples of similar projects performed for similar clients. References and points of staff contact shall be included. Statements of Qualifications should include the approach and methodology taken to complete similar projects for other clients, and a description of the approach being proposed for the projects at BRO Airport. Demonstrate the Firm/Team's ability to meet schedule demands and complete projects by agreed-upon deadlines, and to complete work on or under budget. Airport staff intends to call references and validate representations. References should be included that help BRO Airport staff ascertain and determine the quality of the projects completed, and the satisfaction of airports where projects have previously been undertaken by the proposing Firm/Team. Firm/Team should disclose all arbitration, litigation, lawsuits, and other legal actions associated with projects Firm/Team was involved with in the past five years.</p>	<b>25</b>	_____
<b>TOTAL POINTS</b>	<b>100</b>	_____
<b>Comments:</b>		

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## **Restrictions on Lobbying Activity**

### **A. Prohibited Contacts During Contract Evaluation**

A vendor/contractor or a vendor's/contractor's agent/representative is prohibited from contacting city officials, including elected officials, and employees regarding a proposed contract from the time a Request for Proposal (RFP), a Request for Statements of Qualifications (RFQ-SOQ), a Bid Solicitation (IFB) or other solicitation has been released until the contract has been acted on by the City Commission. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by contractors, respondents or their agents, including lobbyists, may lead to disqualification of the respondent's offer.

### **B. A Lobbyists or Vendor/ Contractor May Not Place City Official Under Personal Obligation**

A Lobbyist or a Vendor/Contractor or any of their agents may not do any act or refrain from any act for the express purpose and intent of placing any city official under personal obligation to the Lobbyist or Vendor/ Contractor.

### **C. False Statements**

A lobbyist or the vendor/contractor or any of their agents/representatives cannot intentionally or knowingly make any false or misleading statement of fact to any city official, or cause a copy of a document with false information to be received by an official without notifying the official in writing of the truth. Likewise, a registrant who learns that a statement in a registration form or activity report during the previous 3 years is false must correct that statement within 30 days by written notification to the Office of the City Secretary.

### **D. Use of False Identification**

A lobbyist or the vendor/contractor or any of their agents/representatives cannot communicate with a city official in the name of any fictitious person or in the name of any real person, without that person's consent.

### **E. Improper Influence**

A lobbyist or the vendor/contractor or any of their agents/representatives cannot cause or influence the introduction of any ordinance, resolution, appeal, application, petition, nomination, or amendment for the purpose of later being employed as a lobbyist to secure its granting, denial, confirmation, rejection, passage, or defeat.

### **F. Improper Representation**

A lobbyist or the vendor/contractor or any of their agents/representatives cannot represent that the person can control or obtain the vote or action of any city official.

<sup>1</sup> City Official – the Mayor, members of the City Commission, City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judge of the City of Brownsville.

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## **Disclosures and Requirements for City Vendors/Contractors**

Lobbyists are often retained for the purpose of assisting vendor/contractor seeking to do business with the city. The standards of conduct applicable to city contractors or other vendor/contractor of lobbyists are discussed below.

### **A. Prohibited Contacts During Contract Evaluation**

A vendor/contractor or a vendor's/contractor's agent is prohibited from lobbying activities with city officials, including elected officials, and employees regarding a proposed contract from the time a Request for Proposal (RFP), a Request for statements of Qualifications (RFQ-SOQ), a Bid Solicitation (IFB) or other solicitation has been released until the contract is posted as a City Commission agenda item. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents, including lobbyists, may lead to disqualification of the respondent's offer. There is a parallel no-contact provision for lobbyists and their agents.

### **B. The City's Discretionary Contracts Disclosure Form**

When seeking a discretionary<sup>1[2]</sup> city contract, the contractor must submit a form disclosing:

- the identity of all parties to the contract;
- subcontractors;
- partners, parent or subsidiary business entities of any party to the contract;
- any lobbyist or public relations firm that has been employed for a purpose related to the contract.

The vendor/contractor must also disclose all political contributions<sup>2[3]</sup> totaling more than \$100 made by the parties or the other individuals or entities listed on the form made directly or indirectly to:

- any current or former member of City Commission, including the Mayor;
- any candidate for City Commission, including the Mayor;
- any political action committee (PAC) that contributes to City Commission elections.

Indirect contributions include contributions made by an individual's spouse or by the officers, owners, attorneys, or registered lobbyists of the entity.

Indirect contributions do not include contributions by owners of a business entity who hold less than 5% of the fair market value or voting stock of the entity. If a publicly traded corporation seeks to contract with the city, it will not be required to list contributions made by its shareholders whose holdings are less than 5%.

<sup>2</sup> "Discretionary contract" means any contract other than those which by law must be awarded on a low or high qualified bid process. They do not include contracts subject to Section 252.022(a)(7) of the Texas Local Government Code or those contracts not involving an exercise of judgment or choice.

<sup>3</sup> Political contributions include both campaign and officeholder contributions.

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## **C. Chapter 176 of the Local Government Code**

Effective January 1, 2006, Chapter 176 of the Local Government Code requires all vendors or those who seek to contract for the sale or purchase of property, goods, or services with a local governmental entity to submit a completed "conflict of interest questionnaire" with the Office of the City Secretary within seven (7) days after the person:

- 1) begins contract discussions or negotiations; or
- 2) submits an application, response to a request for proposal or bids, correspondence, or another writing related to a potential agreement with the local governmental entity.

The questionnaire requires the vendor/contractor or contract seeker to disclose business or employment relationships with Commissioners, Mayor and the City Manager. The Texas Ethics Commission is responsible for drafting the questionnaire and a link to the form on the Texas Ethics Commission website is posted on the "Forms" page of the city's ethics webpage. It is subject to change and anyone subject to the requirement should consult the TEC website to obtain the most up-to-date form.

Violation of Chapter 176 of the Local Government Code is a class C misdemeanor. Please consult your own legal counsel for questions about compliance.

## **D. Political Contribution Prohibition**

Any person or company official acting as a legal signatory for a proposed "high-profile" city contract cannot make a political contribution to any Commissioner or candidate from the time a Request for Proposal (RFP), Request for Statements of Qualifications (RFQ-SOQ) or Invitation for Bids (IFB) is issued or from the time negotiations or discussions for a contract for which no competitive solicitation begins until thirty (30) days after the contract is awarded.

The designation of "high-profile" is assigned in accordance with the City of Brownsville Purchasing Policy Manual.

4. "High-Profile"- A designation of profile assessment, based on contract value, level of community interest, non-competitive acquisition, and contract complexity.

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**AUTHORIZED CONTACT FORM:**

This \*IFB/RFP/SOQ has been issued by City of Brownsville Purchasing & Contract Services Department. The Purchasing & Contract Services Department shall be the vendor's sole point of contact with regard to the IFB/RFP/SOQ, its content, and all issues concerning it.

All communication regarding this IFB/RFP/SOQ shall be directed to an authorized representative of City Purchasing & Contract Services Department. The Purchasing Director or Assistant Director facilitating this IFB/RFP/SOQ is identified on the cover page, along with his or her telephone number, and he or she shall be the primary point of contact for discussions or information pertaining to the IFB/RFP/SOQ. Contact with any other City representative, including elected officials, for the purpose of discussing this IFB/RFP/SOQ, its content, or any other issue concerning it, is prohibited unless authorized by the Purchasing & Contract Services Department Director or Assistant Director. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other City representatives, may constitute grounds for rejection by the Purchasing & Contract Services Department of the vendor's quotation.

The above stated restriction on vendor contact with City representatives shall apply until the City has awarded a purchase order or contract to a vendor or vendors.

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_ DATE \_\_\_\_\_

State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires: \_\_\_\_\_

- \* IFB – Invitation for Bids
- RFP – Request for Proposals
- SOQ – Statements of Qualifications

Statement of Qualifications for an Airport Wildlife Biologist

AWB-50-0910



**DISCLOSURE OF INTERESTS**

City of Brownsville, Texas requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA." Corporations whose shares are publicly traded and listed on national or regional stock exchanges or over-the-counter markets may file a current Securities and Exchange Commission Form 10-K with the City in lieu of answering the questions below. See reverse side for definitions.

Date \_\_\_\_\_

**FIRM NAME:** \_\_\_\_\_

**STREET:** \_\_\_\_\_

**FIRM** is: 1. Corporation ( )      2. Partnership ( ) 3. Sole Owner ( )  
 4. Association ( ) 5. Other ( ) \_\_\_\_\_

**DISCLOSURE QUESTIONS**

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Brownsville having an "ownership interest constituting 10% or more of the voting stock or shares of the business entity or ownership of \$2,500 or more of the fair market value of the business entity or employed by the above named "firm."

Name	Title	Department

2. State the name of each "official" of the City of Brownsville having an "ownership interest" constituting 10% or more of the ownership in the above named "firm", or employed by the above named "firm."

Name	Title	Department

3. State the names of each "board member" of the City of Brownsville having an "ownership interest" constituting 10% or more of the ownership in the above named "firm", or employed by the above named "firm."

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Name	Board, Commission, or Committee

CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Brownsville, Texas as changes occur.

Certifying Person: \_\_\_\_\_ Title: \_\_\_\_\_  
(Type or Print)

Signature of Certifying Person: \_\_\_\_\_ Date: \_\_\_\_\_

# Statement of Qualifications for an Airport Wildlife Biologist

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## DEFINITIONS

The following definitions of terms should be used in answering the questions set forth below:

- a. **“Board member.”** A member of any board, commission, or committee appointed by the City Commission of the City of Brownsville, Texas.
- b. **“Employee.”** Any person employed by the City of Brownsville, Texas either on a full or part-time basis, but not as an independent contractor.
- c. **“Firm.”** Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- d. **“Official.”** The Mayor, members of the City Commission, City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judge of the City of Brownsville, Texas.
- e. **“Ownership interest.”** Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate or holding entity. “Constructively held” refers to holdings or control established through voting trusts, proxies, or special terms of venture of partnership agreements.”

PLEASE FILL IN THE INFORMATION REQUIRED AND SUBMIT TO:

THE CITY OF BROWNSVILLE  
PURCHASING DEPARTMENT  
P. O. BOX 911  
BROWNSVILLE, TEXAS 78520

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**CITY OF BROWNSVILLE  
STATEMENT OF NON-COLLUSION**

The undersigned affirms that they are dully authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other respondent, and that the contents of this "S.O.Q." as to services, terms or conditions of said "S.O.Q." have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this "S.O.Q."

Date \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Fax Number \_\_\_\_\_

Respondent  
(Signature) \_\_\_\_\_

Respondent  
(Print Name) \_\_\_\_\_

Position  
with Company \_\_\_\_\_

Signature of Company  
Official Authorizing This  
Bid \_\_\_\_\_

Company Official  
(Print Name) \_\_\_\_\_

Official  
Position \_\_\_\_\_

**Note: This form must be filled in and submitted with the response.**



**Attachment A**

**City of Brownsville  
Provision for Required Insurance  
Consultation Services**

The Consultant hereby agrees to maintain at its own expense comprehensive general liability, automobile liability, professional liability and workers' compensation insurance during the term of this Agreement in amounts determined to be sufficient by the City.

The commercial general liability insurance policies shall contain a minimum limit of liability of \$1,000,000 combined single limit per occurrence for bodily injury and property damage and shall name the City of Brownsville and its officers, agents and employees as additional insured. The general liability policy shall contain, but not be limited to, operations liability, contractual liability, which insures any indemnities contained in the Agreement, products liability and completed operations, which shall be maintained for a period of not less than three years following completion of the work under the Agreement, in addition to personal injury and advertising liability, and broad form property insurance.

The Consultant shall also maintain commercial automobile liability insurance, subject to a minimum limit of liability of \$1,000,000 per accident for bodily injury and property damage. This insurance shall include coverage for all owned, non-owned and leased / rented vehicles. The City of Brownsville and its employees, agents, and officers shall be designated as additional insured.

The Consultant shall maintain professional liability insurance, which covers the services to be provided pursuant to the contract between the City of Brownsville and the "Consultant". The minimum limit of liability shall be \$1,000,000 per claim and \$1,000,000 in the aggregate. The aggregate shall apply separately to each project on which the Consultant is working.

The Consultant further agrees to maintain at its own expense workers' compensation and employer's liability insurance, which insure all employees of the Consultant. The workers' compensation insurance shall comply with all workers' compensation laws and regulations in the state of Connecticut. The employer's liability insurance shall contain limits of liability of not less than \$100,000 for each accident, disease each employee and disease policy limit.

All such insurance required hereunder shall contain provisions requiring the insurance company(s) to provide thirty (30) days prior written notice to the City of Brownsville in the event of cancellation, termination or material change to any policy terms and conditions.

Any insurance required hereunder written on a "claims made" rather than on an occurrence basis shall contain a retroactive date no later than the earlier of the commencement date of the services under the Agreement or execution of the Agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims (Tail Coverage) shall be available for at

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least sixty (60) months following termination of the services under the Agreement or termination of the Agreement, whichever is later.

The Consultant agrees to waive any right of claim against the City of Brownsville, and their employees, agents, and officers for any losses, damages and expenses arising out of the services in the Agreement between the City of Brownsville and the Consultant. All insurance required hereunder shall contain waivers of subrogation in favor of the City of Brownsville and its employees, agents and officers.

The insurance required hereunder shall be primary insurance, not excess or contributory, without any right of contribution by any insurance maintained by or on behalf of the City of Brownsville. The Consultant agrees to provide the City of Brownsville with certified copies of all insurance policies of insurance required hereunder or certificates of insurance, whichever the City deems appropriate, prior to commencement of services under this Agreement and throughout the full term of this Agreement upon expiration or termination or change in any insurance coverage required hereunder.

The insurance requirements of the Agreement are an integral part of the Agreement. Any defect in the insurance program required in the Agreement may result in termination of the Agreement, as stipulated in the Agreement. No employee or the entity can modify the terms of the Agreement without the prior approval of Corporation Counsel and the Chief Administrative Officer or his/her designee.

The insurance maintained by the Consultant shall not serve to limit in any way the liability of the Consultant arising out of the services to be provided under this Agreement.

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_ DATE \_\_\_\_\_

State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_