

CITY OF SAN ANGELO REQUEST FOR QUALIFICATIONS

San Angelo Regional Airport/Mathis Field

Professional Services – Airport Planning Services

RFQ No: AP-01-18



City of San Angelo
72 West College Avenue
San Angelo, Texas 76903

Submittal Deadline
May 30, 2018, 2:00 PM Local Time

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CITY OF SAN ANGELO

PURCHASING DIVISION

72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

INVITATION

General

The City of San Angelo is seeking responses to the Request for Qualifications (RFQ) for qualified airport consulting firms, to provide planning services at the San Angelo Regional Airport/Mathis Field. It is expected that the planning team would include all design professionals needed to complete the project. This would include engineering, financial planners, environmental planners, and any other design professionals required on the project.

Consultants or individuals shall have experience in the following areas:

- Experience with Federal Aviation Administration (FAA) assisted and federally funded planning projects
- Familiarity with projects located in the geographic area of the State of Texas
- Availability to commence services immediately upon contract award
- Critical success of programs/projects will be the selected consultant's ability to foster and facilitate team building/partnering concepts between owner representation, outside agencies, design teams, contractors, and the public which will encourage an open exchange of information and ideas throughout the contract.

It is the intention of the City in going forward with this solicitation to retain the services of the best-qualified professional for the project.

Document Availability

Documents are available in the Purchasing Division or may be downloaded from the City's website at www.cosatx.us. To locate the documents on the website go to:

- Bid Information > RFQ: AP-01-18 Professional Services – Airport Planning Services

Pre-Bid Conference

A mandatory pre-bid conference will be held on **May 18, 2018 at 9:00 A.M.**, located at San Angelo Regional Airport 8618 Terminal Circle, Suite 101 San Angelo, Texas 76901. Representatives of the City will discuss the project and answer questions regarding bid procedures.

Digital Format

If specifications are obtained in digital format in order to prepare a submission, the submission must be submitted in hard copy according to the instructions contained in this RFQ package. If, in its response, firms make any changes whatsoever to the published specifications, the specification **as published** shall control. Furthermore, if an alteration of any kind to the specifications is discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation without recourse.

Required Response

The City requires a response to any RFQ notifications mailed to potential firms. Should a firm choose not to provide a submission on the project, then in order to remain on the City of San Angelo's potential vendors list, a "No Bid Reply" form must be submitted.

Deadline and Delivery Location

Sealed RFQ submittals must be received no later than **May 30, 2018, 2:00 PM, Local Time**. The clock located in Purchasing will be the official time. Submissions received after the bidding deadline, regardless of the mode of delivery, will be not be considered.

It is the sole responsibility of the firm to ensure that the sealed RFQ submittal arrives in the Purchasing Office by the specified deadline, regardless of method chosen by the firm for delivery.

Faxed or electronically transmitted RFQ submittals will not be accepted.

Copies

Submit: One (1) unbound original (binder clips acceptable), four (4) bound copies (binders, staples or binder clips are acceptable) and one (1) copy in PDF format on USB Flash Drive of all required RFQ forms.



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Delivery Address

City of San Angelo
Purchasing Division, RFQ: AP-01-18
72 W. College Ave., Suite 310
San Angelo, Texas 76903

Mark Sealed Envelope: "RFQ NO. AP-01-18 / Professional Services – Airport Planning Services"

Addenda

Should specifications be revised prior to the deadline for submission of the RFQ, the City's Purchasing Division will issue addenda addressing the nature of the change and post them on the City's website. Firms should **acknowledge any addenda and return the form with their RFQ package**. Firm is responsible for checking the City's website to determine if any addenda have been issued prior to submitting their RFQ response. Failure to consider all addenda will be at the firm's risk.

Rejection of Submissions

The City of San Angelo reserves the right to reject all RFQ responses, to waive informalities or irregularities, and to reject non-conforming, non-responsive, or conditional responses.

Points of Contact

Request for Qualifications:

Candice Blake, Manager
Purchasing Division
City of San Angelo
72 W. College Ave.
San Angelo, Texas 76903
sapurch@cosatx.us
(325) 657-4219

Project Manager after Council Award:

Luis Elguezabal, A.A.E., Director
San Angelo Regional Airport
8618 Terminal Circle, Suite-101
San Angelo, Texas 76904



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1. INSTRUCTIONS TO FIRMS

1.1. Interpretations

All questions about the meaning or intent of the RFQ documents, including specifications shall be submitted to the Purchasing Division in writing. Replies will be issued by addenda and posted on the City's website. Questions received less than a week prior to the date for opening of RFQ submissions will not be answered. Only questions answered by formal written addenda will be binding. Oral interpretations or clarifications will be without legal effect. The RFQ invitation number must appear on all correspondence, inquiries, etc. It is the firm's responsibility to ensure all addenda have been considered prior to submitting a response.

1.2. Restrictions on Communication

Firms shall not communicate with: 1) elected City officials and their staff regarding the RFQ or from the time the RFQ has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFQ has been released until the contract is awarded. These 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 firm. Violation of this provision by firm and/or its agent may lead to disqualification of firm's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Private (non-business) contacts with the City by the firm's employees acting in their personal capacity;
2. Casual social contacts that do not include mention of the RFQ;
3. Firms may submit written questions concerning this RFQ to the email listed below up to a week prior to submission due date. Questions received after the stated deadline will not be answered.

It is required that all questions be sent by email to sapurch@cosatx.us. **Please ensure the RFQ Number and Title is in the Subject Line.** Questions submitted and the City's responses will be published in the form of addenda to the City's website at www.cosatx.us. Firm is responsible for calling the City or reviewing the website to determine if any addenda have been issued prior to their submittal. Only questions answered by formal addenda will be binding;

4. Firms may provide responses to questions asked of them after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, firms shall not bring lobbyists. All cost associated with interviews will be at the firms' expense. The City reserves the right to exclude any persons from interviews as it deems in its best interests;
5. Upon completion of the evaluation process, firms shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Firms desiring a review of the solicitation process may submit a written request no later than five (5) calendar days from the date the letter was sent. The letter will indicate the name and address for submission of requests for review.

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

1.3. Disqualification

The firm may be disqualified for any of the following reasons:

- A. The firm is involved in any litigation against the City of San Angelo;
- B. The firm is in arrears on any existing contract or has defaulted on a previous contract with the City;
- C. The firm is debarred, suspended, terminated, or otherwise excluded from or ineligible covered transactions by any federal, state, or local government entity or agency;
- D. The submission is not received by the RFQ submittal deadline; or,
- E. The submission is not executed by a person authorized to enter into a contract binding on the firm.



1.4. Confidentiality

All responses submitted shall remain confidential. After selection of a firm, submissions will be made available for public inspection. The City shall not be responsible for the confidentiality of any trade secrets or other information contained or disclosed in the submission unless clearly identified as such.

1.5. Selection

The City reserves the right to accept or reject any or all submissions, and to waive any informalities or irregularities in the RFQ process.

The City will select the most highly qualified firm(s)/team(s) for the requested services based on demonstrated competence and qualifications.

1.6. Proposed Terms of the Agreement

The term of the agreement will be negotiated with the selected firm.

1.7. Acceptance of Content

Before submitting a response, each firm shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which their submission will rely. If the firm receives an offer because of its submission, failure to have made such investigation and examinations will in no way relieve the firm from its obligation to comply in every detail with all provisions and requirements.

1.8. Equal Employment Opportunity

All firms must be equal opportunity employers. Disadvantaged and minority respondents are encouraged to participate in this RFQ. Firms must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, age, or disability.

1.9. Modification – Corrections, Deletion, or Additions

No phone, fax, or email changes to submissions will be accepted. Corrections, deletions, or additions shall be submitted in writing and delivered in a sealed envelope prior to opening.

1.10. Submission by Corporation

Submissions by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The state of incorporation shall be shown below the corporate name. Submissions by partnerships must be executed in the partnership name and signed by a partner; title and the official address of the partnership must be shown below the signature. Submissions by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant.

The names of all persons signing must also be legibly printed below the signature. A submission by a person who affixes to their signature the word "president", "secretary", "agent", or other designation without disclosing their principle may be held to be the submission of the individual signing. When requested by City, evidence of the authority of the person signing shall be furnished.

Forms must be completed in ink. All blank spaces shall be filled. Submissions received without all such items completed may be considered nonresponsive.

The firm is not required to acknowledge receipt of addenda but shall include all addenda in firm's response. No alterations in submissions or alterations made to the printed forms, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the firm. Failure to consider all addenda prior to submitting a submission shall be at the risk of the firm.

1.11. Withdrawal of Submission

Submissions may be modified or withdrawn by contacting the Purchasing Division and requesting withdrawal any time prior to opening of submissions. Notice must be in writing. Notices by email, fax, or phone will not be accepted.



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1.12. Examination of Contract Documents

Each firm shall thoroughly examine and be familiar with this document, specifications, etc. The submission shall constitute an acknowledgment that the firm has thoroughly examined and is familiar with the contract documents. The failure or neglect of a firm to receive or examine any of the contract documents shall in no way relieve them from any obligations with respect to their submission or to the contract.

1.13. Familiarization with the Type of Work

Each prospective firm shall familiarize themselves with the work, local labor conditions and all laws, regulations, and other factors affecting performance of the work. Firm shall carefully correlate their observations with requirements of this request and otherwise satisfy itself of the expense and difficulties attending performance of the work. The submission will constitute a representation of compliance by the firm. There will be no subsequent financial adjustment for lack of such familiarization.

1.14. Reservation

Firm understands the City reserves the right to reject any submission(s) and the right to waive technicalities if such waiver is in the best interest of the City.



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2. TYPE OF PROFESSIONAL SERVICES REQUIRED

The following professional firms should apply for consideration:

- Planning Teams with experience in similar types of projects as noted below
- Planning teams who will be available to meet with the City on a consistent basis
- Firms who have formed a strong, responsible team

2.1. Scope of Services

The City is seeking a consultant team that can assist our airport with necessary planning assignments over the next five (5) years. Services could include, but are not limited to:

- Airport master planning
- Airport layout plan updates
- Environmental planning including categorical exclusions and/or Environmental Assessments in accordance with appropriate FAA advisory circulars and orders
- Financial planning services including lease review and negotiation, CIP development, etc.
- Grant preparation and administration
- Preparation of additional support documents including DBE plans, PFC applications, etc.
- Air service development and marketing and related documents

The first project planned to be awarded through this selection is an update to the Airport Master Plan. The last airport master plan for the San Angelo Regional Airport / Mathis Field in San Angelo, TX, was completed in 1995. Due to the amount of time since the completion of this report an in-depth master plan study is needed to address key issues, objectives and goals pertinent to the airport's development for the 20-year planning period. The following Scope of Work (SOW) describes the effort required to successfully complete the master plan study, addressing the needs of the community and providing a program for realistic development. The San Angelo Regional Airport / Mathis Field Master Plan Study will analyze existing and future operations at the airport and determine future development needs.

The San Angelo Regional Airport / Mathis Field Master Plan (Study) will provide new forecasts of aviation demand; identify improvements required to accommodate future demand; provide land use recommendations required to protect the airport and its environs; a financial plan, including current ACIP; AGIS Survey; and revised Airport Layout Plan (ALP) drawing set.

This Study will address and/or update the basic tasks and work elements as outlined in FAA Advisory Circulars 150/5070-6B, Airport Master Plans. In conducting this Study, the following tasks and work elements are proposed:

- Inventory and collection of data regarding existing airport facilities and regional socioeconomic information will be completed.
- Development of new forecasts of future aviation demand levels utilizing projections from the FAA Terminal Area Forecasts, FAA Aerospace Forecasts, Fiscal Years 2017-2037 or latest narrative, and local socioeconomic data will be prepared.
- Forecast models will evaluate historical aviation activity available from Air Traffic Control Tower (ATCT) records and Traffic Flow Management System Counts (TFMSC) data, population growth, employment, per capita and total personal income in order to determine trends.
- Specific forecasts will be developed for commercial passenger enplanement activity, overall commercial aviation activity, general aviation activity, and military / US Border Patrol activity.
- Determination of additional facilities and/or expansion of existing facilities required to accommodate the projected demand will be identified. Facilities to be discussed and evaluated include airfield, airspace, commercial service apron, commercial terminal building, general aviation (GA), support, ground access and auto parking facilities. Utilities and land use recommendations will be prepared to identify future building area alternatives in-line with City of San Angelo strategic goals and objectives.
- Identification and evaluation of alternatives for the proposed development items will be completed.



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- Proposed projects will be analyzed on a broad level in an attempt to determine their potential environmental impacts and what type of mitigation or future environmental documentation will be required.
- Creation of professional cost estimates to support a realistic ACIP that prioritizes and stages the proposed development over 5-, 10-, and 20-year planning horizons
- Detailed financial plan will be developed to support the implementation of the ACIP and preferred development alternative.
- Preparation of environmental inventory and environmental consequences of Master Plan, and other studies in accordance with FAA Orders 5050.4 and 1050.1
- Inventory and review of Airport Recycling, Reuse, and Waste Reduction plan, as required by the FAA Modernization and Reform Act of 2012.
- Collect new Aerial Ortho Photography of existing San Angelo Regional Airport / Mathis Field (SJT) property and runway approach areas.
- Conduct an aerial obstruction survey, in accordance with FAA standards. Data collected from this survey will be submitted to FAA's Airports Geographic Information Systems (AGIS) and used in the development of the ALP drawing set, including airspace drawings.
- Updated ALP drawing set utilizing Computer Aided Design (CAD) software that is acceptable to and compatible with the City's software.
- Participation in public information and community involvement programs and/or public hearings relating to airport development and planning projects.

The Master Plan Study and the accompanying ALP drawing set will be prepared in accordance with Federal regulations, Advisory Circulars (ACs) and guidance, including the FAA's Airports Standard Operating Procedure (SOP), Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs) (ARP SOP 2.00); FAA AC 150/5070-68, Airport Master Plans; AC 150/5300-13A, Change 1, Airport Design; AC 150/5060-5, Airport Capacity and Delay; and AC 150/5325-4B, Runway Length Requirements for Airport Design; 14 CFR Part 77, Safe, Efficient Use, and Preservation of the Navigable Airspace; FAA Order 5100.38C, AIP Handbook; FAA Order 1050.1 E, Environmental Impacts: Policies and Procedures; and FAA Order 5050.4B, NEPA Implementing Instructions for Airport Actions.



3. REQUEST FOR QUALIFICATION FORMAT

Respondents are encouraged to use their own format within the guidelines described in the RFQ.:

- Maximum page size for graphics: 11 inches by 17 inches.
- Maximum page size for text: 8.5 inches by 11 inches.
- Minimum line spacing: 1.0
- Minimum font size: 12 point (except for documents prepared by others; e.g., Professional Liability Insurance Certificate).
- Minimum margins: 1 inch on all sides.

In addition to all required forms and documentation, each firm must provide the following information (limited to 16 pages exclusive of team resumes):

3.1. Cover Page

Show the subject, the name of your firm, address, telephone number(s), name of contact person, and date.

3.2. Table of Contents – 1 page

Clearly identify the materials by section and page number.

3.3. Team Capability – 3 pages

The consultant and team's capability to perform all of the work and recent experience in airport master planning comparable to the proposed scope of work.

3.4. Key Personnel – 3 pages exclusive of team resumes

The team's key personnel professional qualifications and experience and availability for the proposed airport master plan; their reputation and professional integrity and competence; and their knowledge of FAA regulations, policies, and procedures.

3.5. Quality of Similar Projects – 3 page

The team's capability to meet schedules and deadlines; quality of each airport master plan previously undertaken and their capability to complete similar plans without having major cost escalations or overruns. Provide at least three project descriptions and references from airports for which the team has performed master planning services.

3.6. Understanding the Scope of Work – 3 pages

The team's understanding of the airport master plan update's potential challenges.

3.7. Familiarity – 1 page

Degree of interest shown by the team in the undertaking of the airport master plan, and their familiarity with and proximity to the geographic location of San Angelo Regional Airport. Describe the ability of the project team to meet in person with the City staff when required during the performance of the contract.

3.8. Disadvantaged Business Enterprise (DBE) – 1 page

The team's understanding of the DBE Program and the capability of meeting the Airport's 6.64% project goal.



4. EVALUATION CRITERIA

Ratings shall be based on the following criteria and point range respectively:

A. Project Approach/Project Management Plan (0-30 POINTS)

- Understanding of Request for Qualifications and scope of work
- Proposed approach
- Detailed work plan for the proposed project
- Team's ability to meet the project schedule
- Interaction and coordination
- Knowledge of City work and previous project experiences with the City

B. Key Project Personnel - Qualifications and Experience (0-40 POINTS)

- Project Manager or Leader
- Project personnel and roles, including lead technical resource
- Project team organization
- Staff/project manager availability, commitment to the project, and staff location

C. Team Qualifications and Experience (0-25 POINTS)

- Directly related experience and qualifications
- Recent experience in similar projects comparable to the one proposed

D. Firm Location (0-5 POINTS)

- Firm's location and ability to meet with City personnel as required.

TOTAL POSSIBLE SCORE

100 POINTS MAXIMUM



5. EVALUATION PROCESS

- a. The selection committee shall screen and rate all of the responses that are submitted. Selection ratings will be based on the 100-point scale above.
- b. The selection committee will select the most qualified firm(s) and may invite them for an interview, at the firms' own expense, if desired.
- c. The City will evaluate all responses based on the qualifications, background, training, experience, staff qualifications, and interviews (if applicable). The City reserves the right to negotiate the final fee schedule, prior to recommending any firm for a contract.
- d. When services and fees are agreed upon, the selected firms shall be offered a consulting contract subject to City Council approval.
- e. Should negotiations be unsuccessful, the City shall enter into negotiations with the next, highest ranked firm. The process shall continue until an agreement is reached with a qualified firm.

This RFQ does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to, and attending the interviews.

Selection Committee Members will likely include:

- Luis Elguezabal, A.A.E., Airport Director
- Michael Dane, Assistant City Manager
- Thomas "Mitch" Sprunger, A.A.E., Deputy Airport Director
- Robert Schneeman, Business and Retention Coordinator - San Angelo Development Corporation



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6. NO BID REPLY

AP-01-18 / Professional Services – Airport Planning Services

If for any reason, you are not submitting a bid/proposal, please check one or more reasons below and return the form to us either by mail or by email to sapurch@cosatx.us in order to remain in our database for these types of products or services.

By providing us this information, we hope to improve future request packages that will elicit your participation.

We wish to: ☐ **Remain On**
☐ **Be Deleted From** the list of vendors for the City of San Angelo.

A. We hereby submit a "No Bid" because:

- ☐ 1. We are not interested in selling through the bid process.
- ☐ 2. We are unable to prepare the bid form in time to meet the due date.
- ☐ 3. We do not wish to bid under the terms and conditions of the agreement.
OBJECTIONS: _____

- ☐ 4. We do not feel we can be competitive.
- ☐ 5. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- ☐ 6. We do not wish to sell to the City of San Angelo. OBJECTIONS: _____

- ☐ 7. We do not sell the items or provide the services requested.
- ☐ 8. Other: _____

Firm _____

Signed _____

Date _____

Thank you for your assistance!



7. RFQ SUBMITTAL FORMS

Copies

Submit: One (1) unbound original (binder clips acceptable, four (4) bound copies (binders, staples or binder clips are acceptable) and one (1) copy in PDF format on USB Flash Drive of all required RFQ forms.

Please submit all forms in the following order:

- ☐ Contact Information
- ☐ Addenda Acknowledgment Form
- ☐ Disclosure of Certain Relationships Form
- ☐ Debarment and Suspension Certification
- ☐ References
- ☐ Draft Contract Cover
- ☐ Special Insurance Rider
- ☐ Verification Relating to Prohibited Contracts – Israel
- ☐ Survey

*At council award, one signed, original of the Texas Ethics Commission Interested Parties Disclosure Form 1295 completed online at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm will be required.

In submitting its response, firm certifies that it has not lobbied the City or its officials, managers, employees, consultants, or contractors in such a manner as to influence or to attempt to influence the RFQ process. In the event it reasonably appears that the firm influenced or attempted to influence the RFQ process, the City may, in its discretion, reject the response.

Submit all forms beyond this point.



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Contact Information

Firm Name: _____

Authorized Signer: _____

Print Name: _____

Date: _____

Title: _____

Email: _____

Primary Contact: _____

Title: _____

Email: _____

Telephone: _____

Fax: _____

Mailing Address: _____

City, State, Zip: _____

Physical Address: _____

(Cannot be a PO Box)

City, State, Zip: _____

Attach IRS W-9



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Addenda Acknowledgement

Receipt is hereby acknowledged of the following addenda to the Contract documents.

Addendum No. 1 dated _____	Received _____
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____

Please Print

Company Name

Signature

Printed Name

Title

Date

Address

City, State Zip Code



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Disclosure of Certain Relationships

NOTICE TO VENDORS

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provisions of Chapter 176 and the Form CIQ questionnaire that you must complete, if applicable, to comply with this new law, are available and explained in more detail at the Texas Ethics Commission website at https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm.

A current list of City of San Angelo and City of San Angelo Development Corporation officers is available in the office of the City of San Angelo City Clerk, Room 201 of City Hall or on the City's website at <http://cosatx.us>. If you are considering doing business with the City of San Angelo or the City of San Angelo Development Corporation and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Clerk) of the City of San Angelo not later than the 7th business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By submitting a response to a City of San Angelo or City of San Angelo Development Corporation Request for Bid proposals, Request for Bids, or Request for Qualifications or by conducting business with either of those two entities, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.


Purchasing Manager

LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO As defined by Chapter 176 of the Texas Local Government Code (Revised 03/20/18)

For purposes of completion of the required Conflict of Interest Questionnaire for the City of San Angelo (required by all buyers who submit bids/proposals), Local Government Officers are:

City of San Angelo City Council:

Mayor: Brenda Gunter, Mayor

Councilmembers: Tommy Hiebert, SMD 1
Tom Thompson, SMD 2
Harry Thomas, SMD 3
Lucy Gonzales, SMD 4
Lane Carter, SMD5 (Mayor Pro Tem)
Billie DeWitt, SMD 6

City Manager: Daniel Valenzuela

Development Corporation officers are:

Edward Carrasco, President
Todd R. Kolls, Second Vice President
David Cummings, Director
John Edward Bariou, Jr., Director
Bill Dendle, Director
Elizabeth Grindstaff, Director
Oscar Casillas, Director

Acting Executive Director: Michael Dane



CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date



CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



Debarment and Suspension Certification

- (1) The prospective primary firm certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary firm is unable to certify to any of the statements in this certification, such prospective primary firm shall attach an explanation to this bid proposal.

PROVIDER: _____

BY: _____
Signature

ITS: _____

DATE: _____



Debarment and Suspension Certification

INSTRUCTIONS

1. By signing and submitting this proposal, the prospective firm is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective firm shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the determination whether to enter into this transaction. However, failure of the prospective firms to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the City of San Angelo determined to enter into this transaction. If it is later determined that the prospective firm knowingly rendered an erroneous certification, in addition to other remedies available, the City of San Angelo may terminate this transaction for cause.
4. The prospective firm shall provide immediate written notice to the City of San Angelo to which this proposal is submitted if at any time the prospective firm learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "firm," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549(13 CFR Part 145). You may contact the City of San Angelo for assistance in obtaining a copy of these regulations.
6. The prospective firm agrees by submitting this proposal that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City of San Angelo.
7. The prospective firm further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment and Suspension" provided by the City of San Angelo, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A firm in a covered transaction may rely upon a certification of a prospective firm in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A firm may decide the method and frequency by which it determines the ineligibility of its principals. Each firm may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a firm is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a firm in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City of San Angelo, the City of San Angelo may terminate this transaction for cause.



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

References

References: List three (3) projects of similar size and scope; giving company's name, owner's representative name, project description, and telephone numbers for each.

REFERENCE ONE

Government/Company Name: _____

Location: _____

Contact Persons and Titles: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Contract Amount: _____

REFERENCE TWO

Government/Company Name: _____

Location: _____

Contact Persons and Titles: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Contract Amount: _____

REFERENCE THREE

Government/Company Name: _____

Location: _____

Contact Persons and Titles: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

Contract Amount: _____



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Draft Contract Cover

Please review the included draft contract, redline and make changes to any terms you cannot abide by, and return with your submission.

_____ I have read and can comply with all contract terms. I am not returning the draft contract.

_____ I have read the contract terms, revised those I cannot comply with, and have included a copy with my submission.

Signature

Date

Contract # _____

RFQ No. _____

In consideration of the mutual covenants and promises herein contained, City of San Angelo and the below named Contractor agree as follows:

CITY OF SAN ANGELO/OWNER, _____ Department
Director/Representative: _____, Director
San Angelo, Texas, 76903
Telephone: (325) _____
EMAIL: _____

CONTRACTOR: _____
(If an entity other than individual, indicate whether Contractor is authorized by or registered as a foreign entity with the Texas Secretary of State to do business in Texas) Yes ☐ / No ☐

Authorizing Officer/Agent: _____

EMAIL: _____

Address: _____

Telephone: _____

General Description of Project & Scope of Work: _____
(The general description of the project that is set forth in the RFB/RFP will be included here)

Effective Date: This contract shall be effective from and after the _____ day of _____, 2018.



Date of City Council Authorization _____, 20__

Contract Time: ☐ Contractor agrees to substantially complete Work within _____ consecutive days after the date Work commences as established by the Notice to Proceed, except upon Change Order authorized under this contract or written amendment executed by the authorized representatives of the parties pursuant to authority of their governing bodies; or

☒ The term of this contract shall be for a period of five (5) years, commencing on the “Effective Date” and automatically expiring on _____, 20__, subject to extension as may be provided for in the contract documents.

☐ City shall have _____ (_____) options to extend the term hereof for a period of _____ (number) (_____) (length of term such as “one year”) each, subject to availability and appropriation of funds. City must notify Provider of its desire to exercise the option to extend the term hereof in writing ninety (90) calendar days prior to the expiration of this Agreement

Davis-Bacon Act or Texas Prevailing Wage Rate, Texas Gov. Code, Chap. 2258:

Davis-Bacon Act required payment of prevailing wages on federally funded or assisted construction projects

☐ **Applies** / ☒ **Does Not Apply** to this contract.

Texas Government Code Chapter 2258 Prevailing Wage Rates

☐ **Applies** / ☒ **Does Not Apply** to this contract.

Contract Price: Notwithstanding anything to the contrary in the contract documents, compensation due and payable by the City under this Contract shall not exceed;

☐ Base Price \$ _____,

☒ Schedule of Rates and Charges,

☐ plus Alternate 1 \$ _____,

☐ plus Alternate 2 \$ _____,

☐ plus Alternate 3 \$ _____

for a total sum of _____ **AND NO/100 DOLLARS (\$)**, except upon Change Order authorized under this contract or written amendment executed by the authorized representatives of the parties pursuant to authority of their governing bodies.

Contract Documents Adopted by Reference: The parties to this Contract adopt in their entirety by reference thereto each of the following contract documents indicated by checkmark, as if each document were set forth herein word for word and in its entirety:



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

X RFQ No. AP-01-18

☐ ADDENDUM 1 to bid dated _____, 20__

☐ ADDENDUM 2 to bid dated _____, 20__

☐ ADDENDUM 3 to bid dated _____, 20__

☐ City of San Angelo Standard Performance Contract Terms (effective April 16, 2018)

X City of San Angelo Standard Professional Services Contract Terms (effective _____, 2018)

☐ City of San Angelo Special Contract Terms for _____ Contracts (effective _____, 20__)
(CMAR./Prof. Svcs./other)

☐ City of San Angelo Owner's General Construction Conditions (effective April 16, 2018)

☐ Plans: _____
(Include engineering entity, date, part/phase and other identifying information)

☐ Technical Specifications _____
(Include source, date, part/phase and other identifying information)

X Contractor's Response to RFQ No. AP-01-18

☐ Other: _____

Acknowledgement of Receipt of Contract Documents:

The foregoing identified Contract Documents excluding Contractor's Response to request for bid or proposal are posted on the City's website at <http://www.cosatx.us/departments-services/purchasing/bid-information>. Hard copies are available to the Contractor upon request addressed to the City of San Angelo, Purchasing Division, 72 W. College, San Angelo, Texas 76903; (325) 657-4219. BY THE EXECUTION HEREOF, CONTRACTOR REPRESENTS THAT CONTRACTOR HAS REVIEWED AND IS FAMILIAR WITH EACH OF THE CONTRACT DOCUMENTS, HAS SECURED HARD COPIES OF THE CONTRACT DOCUMENTS THAT CONTRACTOR DESIRES TO ACQUIRE, AND AGREES THAT IT IS THE INTENTION OF THE PARTIES THAT THE CONTRACT DOCUMENTS BE MADE A PART OF THIS AGREEMENT AS IF EACH WERE SET FORTH, VERBATIM IN THIS AGREEMENT.



The terms, provisions, specifications and conditions of RFQ No. AP-01-18 and any other documents, conditions, specifications, technical data, drawings, requirements and addenda comprising said RFQ shall prevail over any conflicting term, provision, specification or condition in Contractor's Response.

Separately Executed Contract Documents: The following contract documents indicated by checkmark below are separately required to be executed by the Contractor as conditions precedent to City's performance obligations under the contract:

☒ Authorized Signature/Contact Information (with W-9)

☐ Bid Security (based on base bid price)

☐ Performance & Payment Bonds (if applicable)

☒ "Conflict of Interest Questionnaire" Chapter 176 of the Texas Local Government Code

☒ Debarment and Suspension Certification

☐ Local Preference Consideration Application & Economic Impact Details

☐ Vendor Compliance with Reciprocity on Non-Resident Vendors

☒ Verification Relating to Prohibited Contracts – Israel

☒ Certificate of Insurance

☒ Special Insurance Rider

☒ Original of the Texas Ethics Commission Interested Parties Disclosure Form 1295 completed online at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, with original submitted to City of San Angelo Purchasing Division.

Contractor Representations and Warranty: Contractor represents and warrants to City that it has not employed or retained any person or company employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award of this Agreement.



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized officials the day and year indicated below.

CONTRACTOR:

BY: _____
(Name and office held)

DATE: _____

EMAIL: _____

CITY OF SAN ANGELO:

By: _____
Daniel Valenzuela, City Manager

ATTEST:

Bryan Kendrick, City Clerk

DATE: _____
(SEAL)

City Official Approvals:

APPROVED AS TO CONTENT:

Candice Blake, Purchasing Manager

APPROVED AS TO CONTENT:

Luis Elguezabal, Director of Airport

APPROVED AS TO RISK:

Charles Hagen, Risk Manager

APPROVED AS TO FORM:

Dan T. Saluri, Deputy City Attorney



Special Insurance Rider

1. **TYPES AND AMOUNTS OF INSURANCE REQUIRED.** Provider shall obtain and continuously maintain in effect at all times during the term hereof, at Provider's sole expense, insurance coverage as follows with limits not less than those set forth below:

1.1 Commercial General Liability. This policy shall be an occurrence-type policy and shall protect Provider and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Provider's employees) and damage to property of City or others arising out of the act or omission of Provider or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Provider under the paragraph of this Agreement entitled "Indemnification," including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent Vendors (to remain in force for two years after final payment). Coverage limits shall not be less than:

\$2,000,000.00	General Aggregate
\$1,000,000.00	Products – Completed Operations
\$1,000,000.00	Personal & Advertising Injury
\$1,000,000.00	Each Occurrence
\$ 100,000.00	Fire Damage (any one fire)

1.2 Business Automobile Liability. This policy shall be written in comprehensive form and shall protect Provider and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall be as follows:

\$ 1,000,000.00	Each Accident Limit
-----------------	---------------------

1.3 Workers' Compensation and Employer's Liability. If Provider hires any employees, Provider shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect Provider against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claim for injury, disease or death of employees which for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than:

Statutory Amount	Workers' Compensation
\$ 500,000.00	Employer's Liability, Each Accident
\$ 500,000.00	Employer's Liability, Disease - Each Employee
\$ 500,000.00	Employer's Liability, Disease - Policy Limit

1.4 Professional Liability. This insurance shall include contractual liability in its coverage, and the coverage under this policy shall survive the term of this Agreement as long as any liability could be asserted. Limit of liability per claim shall not be less than:

\$2,000,000.00	Combined Single Limits
----------------	------------------------

If Provider uses contract labor, Provider shall require its sub-provider to maintain the above referenced coverage and furnish copies of certificates of insurance as required herein.



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Vendor agrees to comply with City of San Angelo Special Insurance Rider requirements.

Date

By: _____
Name and Title of Authorized Representative

Signature of Authorized Representative



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
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Verification Relating to Prohibited Contracts – Israel

City of San Angelo, Texas, RFB AP-01-18

My name is _____, "Declarant":
(First) (Middle) (Last)

My date of birth is _____; and,

My address is _____, _____, _____
(Street) (City) (State)
_____, and _____
(Zip Code) (Country)

My position with _____, contracting company, is _____.
(contracting company) (office held)

(1) The foregoing named contracting Company does not now and will not during the term of this contract, have contracts with or provide supplies or services to, an entity or company known to have contracts with or to provide supplies or services to a foreign terroristic organization or with an entity or company identified as providing such on a list prepared and maintained by the Texas Comptroller pursuant to Subchapter "F", Sections 2252.151 et. seq., Chapter 2252 "Contracts with Governmental Entity" of the Texas Government Code; neither is contracting Company identified as an entity providing such supplies or services on said list.

(2) The foregoing named contracting Company does not boycott Israel; and will not boycott Israel during the term of the contract with the City of San Angelo.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____
(County)
_____, 20 _____.
(Month)

Declarant



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219

Survey

How did you hear about this RFP?

- ☐ Newspaper
- ☐ Email
- ☐ Letter
- ☐ City Website
- ☐ Person: _____
- ☐ Other: _____