



**CITY OF SAN ANTONIO  
REQUEST FOR QUALIFICATIONS (RFQ)  
FOR DESIGN BUILD SERVICES  
FOR  
NORTHWEST SERVICE CENTER**

**AMENDMENT #2  
MARCH 16, 2011**

Amendment #2 includes the responses to questions received during the Pre-Submission Conference on March 11, 2011, and questions received in writing as of the date of this Amendment. Amendment #2 also contains revisions to the RFQ.

**Please Note:** Revised Required Forms and revised RFQ with the revision date of 3-16-11 are posted on the website and reflect the revisions to the Required Forms and to the RFQ indicated on this amendment.

**I. QUESTIONS AND CLARIFICATIONS TO RFQ**

1. Submittal Document Requirements – show a sequence of how the SOQ should be organized. It is different from Form 2 – Submittal Checklist and Table of Contents. I assume they want us to follow the Submittal Checklist and Table of Contents?

**Response:** The Required Forms have been updated to reflect the same information shown in the RFQ. Please reference Section II, Item #35 of this Amendment for the revised Submittal Checklist and Table of Contents. The revised Required Forms with the revision date of 3-16-11 have been posted on the City's website.

2. Are the resumes included in the page count of 15?

**Response:** No, resumes are not counted toward the 15 page limitation. This page limitation applies only to the Statement of Qualifications section.

3. Do they want the Subcontractor/Supplier Utilization Commitment Form under a tab of its own or included with the Good Faith Effort Plan and Letters of Intent – Tab 6?

**Response:** Effective January 1, 2011, SBEDA Ordinance 2010-06-17-0531 no longer requires submittal of a Good Faith Effort Plan. The Affirmative Procurement Initiative assigned is the SBE Subcontracting Goal of 25%. Respondents must include a completed, signed, and dated Subcontractor/Supplier Utilization Commitment Form with their bid response under Tab 6. Please reference Section II of this Amendment for changes to the RFQ and to the Required Forms.

4. Regarding the Executive Summary, page 11 states under Submission Instructions the one-page Executive Summary and page 13 states under Submittal Document Requirements a one to two page Executive Summary. Will a two page limit be acceptable?

**Response:** Respondents shall include a one (1) to two (2) page Executive Summary for this RFQ. Please reference Section II, item # 41 of this Amendment for this revision to the RFQ.

5. Evaluation Criteria Summary for Phase One list a maximum total of points of 100 Points, however the Weighting for Phase One adds up to only 90 Points. Please clarify.

**Response:** Please refer to Section II, item # 40 of this Amendment for this correction on the Evaluation Criteria Summary table.

6. Special Inspections are required during the construction process, the IBC/City Code does not allow special inspectors to work for the General Contractor. Special Inspections are conducted by the A/E and their consultants, who in this case work for the General Contractor. Will there be a certifying RDPiRC working for the Owner or will the Special Inspections be the sole responsibility of the Owner?

**Response:** The City will hire quality control observation and materials testing and inspections. Special inspection requirements will be directed by the specification created by the Architect of Record.

7. As laid out on Page 11 of the RFQ the points for Phase one of this solicitation total a maximum of 100 points. Criteria A-C only adds up to 90 points. Where do the remaining 10 points come from?

**Response:** See response to question # 5 above.

8. On pages 11 and 12 of the RFQ it states that one (1) unbound original, ten (10) bound copies and one (1) compact disc are required at submission. This conflicts with the required form 2 "Submittal Checklist and Table of Contents" which states; one (1) unbound original, six (6) printed copies and one (1) compact disc. Please clarify which is correct.

**Response:** Please reference Section II, item #35 & #41 of this Amendment for revisions to this requirement.

9. As this is a Design Build solicitation are the "Discretionary Contracts Disclosure Form" and the "Litigation Disclosure Form" required from just the contractor, the contractor and its design partner or the contractor and all members of the Design-Build team?

**Response:** The respondent should provide the required information on behalf of each sub consultant, firm or entity for items E & F under Section VIII, on page 14. The DCD form applies to both the Prime Firm and its sub-consultants. The Sub(s) can submit their own DCD form or the Prime may submit the DCD form on their (subs) behalf.

Regarding the Litigation Disclosure form, this form is to be completed only by the Prime Firm, unless A Joint Venture is form. If a Joint Venture is formed, this form is required to be completed by all parties forming the Joint Venture.

10. Will all the buildings fall within the LEED project boundary or will the Design Build team determine the best project boundary to achieve optimal LEED points.

**Response:** Although this project is not seeking LEED Certification, it will contain LEED sustainable features. Please refer to the LEED Resolution attached on the City's website.

11. BIM Standard guidelines- 2.8 states CoSA will not require direct model linkage to specification but 3.7.4 requires specification linked to BIM. Please clarify.

**Response:** The construction BIM Model shall have as bid specification to be linked to the model as per 2.8, and the design BIM Model shall have electronic documents linked as in 3.7.4.

12. Will the project be required to comply with the City of San Antonio's Landscape and Tree Preservation & Canopy Ordinances?

**Response:** Yes.

13. Will the Design Build team be responsible for the design of the Security systems (video

surveillance, access control and intrusion detection)?

**Response:** Yes, as per specifications given by ITSD and physical security.

14. Will the Design Build team be responsible for design of the cabling to support the Security systems?

**Response:** Yes.

15. Will the Design Build team be responsible for the design of the Data or Network systems?

**Response:** Yes.

16. Please clarify if the Executive Summary should be 1 page, as mentioned on p. 11 of the RFQ, or 1-2 pages, as mentioned on p. 13.A, of the RFQ.

**Response:** Please reference question # 4 above.

17. Please confirm that only the Contractors and not the Designers need to fill out the required Forms, specifically Forms 3 (General Questionnaire) & 5 (Litigation Disclosure form).

**Response:** The General Questionnaire, Form 3, is to be completed by the Prime Firm, unless a Joint Venture is formed. If a Joint Venture is formed, a General Questionnaire form is required to be completed by each party of the Joint Venture.

Regarding the Litigation Disclosure form, form 5, see question #9.

18. Please confirm that the Form 6 mentioned on Form 2, Submittal Checklist & Table of Contents, is Attachment 6, Subcontractor/Supplier Utilization Commitment, and there is no Form 6, Good Faith Effort Plan & Letters of Intent, missing from the RFQ.

**Response:** Please reference question #3 above. Also reference Section II, item #35 of this Amendment.

19. Please confirm that Form 2 should take precedence in numbering the Tabs, as the Tab numbers on Form 2 for Tabs 6-11 differs from the tab numbers found on p. 14-15 in the RFQ.

**Response:** Please reference Section II, item #35 of this Amendment for the revision to this form.

20. Please complete Question #5, p. 9, as it cuts off at 'Describe'.

**Response:** Please reference Section II, item # 39 of this Amendment for the complete question.

21. Does the design team have to have 25% SBE in and of itself or can the 25% SBE requirement be met from the entire Design/Construction team?

**Response:** The 25% SBE subcontracting goal can be attained with the Design Team, Construction Team or a combination of both. The 25% SBE Subcontracting Goal is based on the entire value of the contract.

22. Are consultants used on bridging documents precluded from being part of the Design/Construction team?

**Response:** The Design Criteria consultant will have an on-going role in advising the City on this project and will not be able to be a part of a Respondent Design Build team.

23. Is the soils report complete? If so, when will it be available to the Design/Build team.

**Response:** Yes, It will be issued in the Phase II of this solicitation.

24. Please verify the number of copies and originals that are required. The RFQ Section VII states that 1 unbound original, 10 bound copies and one CD are required. Form 2 states 6 copies.

**Response:** Please reference question #8 above.

25. Will the bridging document team seal the documents at their level of completion or will the Design/Build firm take the full responsibility of recalculating and verifying all Structural, Architectural and MEP components in the bridging documents?

**Response:** No, the bridging documents team will not seal any documents. The Design Build Team will be the Architect of Record.

26. Please clarify whether or not you require 7 Copies (per Form 2 – Submittal Checklist and Table of Contents) or 11 copies (per pages 11-12 of the RFQ doc).

**Response:** Please reference question #8 above.

27. Section VIII. SUBMITTAL DOCUMENT REQUIREMENTS – PHASE ONE OF THE SOLICITATION J. Small Business Economic Development Advocacy (SBEDA)  
Refers to Attachment 6. Are we to understand that the “Subcontractor/Supplier Utilization Commitment Form” is this attachment or is there another one with that allocation?

**Response:** Please reference question #3 above.

28. In addition, in reference to the Submittal Checklist and Table of Contents, Tab 6 (under which “J” falls) there is a statement that refers to a Good Faith Effort Plan and Letters of Intent. Do we need those items at this point in the Qualification Stage or do you just require the Subcontractor/Supplier Utilization Commitment form for this stage?

**Response:** Please reference question #3 above.

29. Our firm is interested in submitting for this project. We understand the Design Criteria Consultant to the City is Alamo Architects. Can you provide me with the identification of the design consultants which Alamo Architects is using? This will simplify our task of assembling our team of design consultants.

**Response:** Please reference question #3 above.

30. Page 3 of the RFQ under Definition A. "Bridging Documents" - Is there a REVIT (v.2011) model included as part of the "bridging documents"? Is the REVIT model available NOW?

**Response:** As part of the Bridging Documents the REVIT model will be released. The model will not be released for this Phase one of the selection process.

31. Page 9 question 5 under “B. Project Understanding” seems to be truncated.

**Response:** Please reference Section II, item #39 of this Amendment.

32. Page 11 Evaluation Criteria - Phase One points add up to only 90 points - it says 100 points in the total line - where do the missing 10 points belong?

**Response:** Please reference Section II, item #40 of this Amendment.

33. Page 6 B.5 Closeout documents call for "as-built" construction documents in PDF and REVIT model following CoSA BIM Standards - What are the specific requirements of the REVIT model at close-out?

**Response:** The BIM Standards will be issued in Phase two of this selection process.

34. Page 5 Project Budget - Is \$18.5M the construction budget or Total Project Budget? If TPB, what is the construction budget?

**Response:** The total budget for the project is \$24M.

**II. REVISIONS TO THE RFQ**

35. The table in Form 2, Submittal Checklist and Table of Contents of the Required Forms that reads:

Page No.	Form No.	Form Title
	No Form	Executive Summary
	Form 1	Submittal Cover Sheet / Signature Page – Indexed as Tab “1”
	Form 2	Submittal Checklist (Table of Contents) – Indexed as Tab “2”
	Form 3	General Questionnaire – Indexed as Tab “3”
	Form 4	Discretionary Contracts Disclosure Form – Indexed as Tab “4”.
	Form 5	Litigation Disclosure Form – Indexed as Tab “5”
	Form 6	Good Faith Effort Plan and Letters of Intent - Indexed as Tab“6” to the submittal
	No Form	Statement of Qualifications in narrative form that addresses items in Section VIII of the RFQ. This portion is limited to 15 pages not including forms and attachments – Indexed as Tab “7”
	No Form	Detailed Team Organizational Chart labeled as Tab “8” to the submittal
	No Form	Proof of Insurability and Bondability – Letters from Insurance Carrier and/or Bonding Company and Insurance Certificate as required by Section IV, Paragraph L of the RFQ, indexed as Tab “9” to the submittal.
	No Form	Resumes of key personnel (optional) labeled as Tab “10” to the submittal
	No Form	Letters of Reference (optional) labeled as Tab “11” to the submittal
Submission includes one (1) <b>unbound</b> original proposal signed in ink, six (6) printed copies (total of 7) and one PDF version on CD. Check Here: _____		

Has been amended to read:

Page No.	Form No.	Form Title
	No Form	Executive Summary

	Form 1	Submittal Cover Sheet / Signature Page – Indexed as Tab “1”
	Form 2	Submittal Checklist (Table of Contents) – Indexed as Tab “2”
	Form 3	General Questionnaire – Indexed as Tab “3”
	Form 4	Discretionary Contracts Disclosure Form – Indexed as Tab “4”.
	Form 5	Litigation Disclosure Form – Indexed as Tab “5”
	Form 6	Subcontractor/Supplier Utilization Commitment Form-Index as Tab “6”
	No Form	Statement of Qualifications in narrative form that addresses items in Section VIII of the RFQ. This portion is limited to 15 pages not including forms and attachments – Indexed as Tab “7”
	No Form	Detailed Team Organizational Chart labeled as Tab “8” to the submittal
	No Form	Proof of Insurability and Bondability – Letters from Insurance Carrier and/or Bonding Company and Insurance Certificate as required by Section IV, Paragraph L of the RFQ, indexed as Tab “9” to the submittal
	No Form	Resumes of key personnel (optional) labeled as Attachment “A” to the submittal
	No Form	Letters of Reference (optional) labeled as Attachment “B” to the submittal
	No Form	Financial Statements-Submit with Original SOQ only
Submission includes one (1) <b>unbound</b> original proposal signed in ink, eight (8) printed copies (total of 9) and one PDF version on CD. Check Here: _____		

The revised Required Forms with the revision date of 3-16-11 has been posted on the website.

36. The section of the Table of Contents that reads:

<b>REQUIRED FORMS, INSTRUCTIONS AND EXHIBITS</b>	
Submittal Cover/Signature Sheet	RFQ Attachment 1
<b>Submittal Checklist and Table of Contents</b>	RFQ Attachment 2
General Questionnaire	RFQ Attachment 3
Discretionary Contracts Disclosure Form and Instructions	RFQ Attachment 4
Litigation Disclosure Form	RFQ Attachment 5
Subcontractor/Supplier Utilization Commitment Form	RFQ Attachment 6
General Conditions for City of San Antonio Building Design Build Contracts  (posted separately and incorporated through reference)	Exhibit A
City of San Antonio Draft Design-Build Contract Template (posted separately and incorporated through reference)	Exhibit B
Site plan, elevations and perspective views (posted separately and incorporated through reference)	Exhibit C

Has been revised to read:

<b>REQUIRED FORMS, INSTRUCTIONS AND EXHIBITS</b>	
Submittal Cover/Signature Sheet	FORM 1
	FORM 2
Submittal Checklist and Table of Contents	
General Questionnaire	FORM 3
Discretionary Contracts Disclosure Form and Instructions	FORM 4
Litigation Disclosure Form	FORM 5
Subcontractor/Supplier Utilization Commitment Form	FORM 6
General Conditions for City of San Antonio Building Design Build Contracts  (posted separately and incorporated through reference)	Exhibit A
City of San Antonio Draft Design-Build Contract Template (posted separately and incorporated through reference)	Exhibit B
Site plan, elevations and perspective views (posted separately and incorporated through reference)	Exhibit C
LEED Resolution (posted separately and incorporated through reference)	Exhibit D

37. Section III. Project Description/Scope of Work, on page 5, under Owner Required Provisions, the section that reads:

“A. Personnel:

The selected DB firm team shall provide managers and properly trained and experienced personnel and administrative staff to ensure satisfactory performance under a contract awarded in connection with this solicitation.”

Has been amended to read:

“A. Personnel:

The selected DB firm team shall provide managers and properly trained and experienced personnel and administrative staff to ensure satisfactory performance under a contract awarded in connection with this solicitation.

By submission of this RFQ, Respondent certifies that each individual or business entity which is an engineer or architect proposed by Respondent as a member of the Design-Build team was selected based on demonstrated competence and qualifications only in accordance with Section 2254.004 of the Texas Government Code.”

38. Section VI. Selection Process and Evaluation Criteria, Phase One Solicitation Criteria, A. Background, Experience and Qualifications of Design-Build Team, on page 8 that reads:

“1. **Project Sheets:** Discuss the background and past performance, experience, and qualifications of the Design-Build Firm in providing the services as outlined in this RFQ. Utilizing a one page project sheet for each, identify five (5) comparable design-build projects completed within the last three years by the DB Firm, which preferably will include at least two projects undertaken with a Fixed Budget Contract. For each highlighted project, the project sheet should include the following:”

Has been amended to read:

1. **Project Sheets:** Discuss the background and past performance, experience, and qualifications of the Design-Build Firm in providing the services as outlined in this RFQ. Utilizing a one page project sheet for each, **identify five (5) design-build or comparable projects completed within the last five years by the DB Firm**, which preferably will include at least two projects undertaken with a Fixed Budget Contract. For each highlighted project, the project sheet should include the following:”

39. Section VI. Selection Process and Evaluation Criteria, Phase One Solicitation Criteria, B. Project Understanding, Approach/Management Plan: on page 9 that reads:

“5) Describe your DB Firm’s Quality Control Process and approach, corporate systems and capabilities to maintain quality control of the design and construction. Describe”

Has been revised to:

“5) Describe your DB Firm’s Quality Control Process and approach, corporate systems and capabilities to maintain quality control of the design and construction. Describe the proposed quality control organization and participation of the Architect of Record and Contractor of Record, including proposed staffing plan.”

40. Section VI. Selection Process and Evaluation Criteria, Phase One Solicitation Criteria, the table shown on page 11 that reads:

TOTAL MAXIMUM = 100 POINTS. Evaluation Criteria Summary:	Weighting Phase One Selection:	Weighting Phase Two Selection:
A. Background, Experience and Qualifications of Design-Build Team	Maximum 40 Points	N/A
B. Project Approach/Management Plan	Maximum 30 Points	Maximum 30 Points
C. Team’s Experience with City of San Antonio Issues	Maximum 20 Points	Maximum 20 Points
D. Guaranteed Maximum Price	N/A	Maximum 50 Points
Total Maximum	100 Points	100 Points

Has been revised to read:

TOTAL MAXIMUM = 100 POINTS. Evaluation Criteria Summary:	Weighting Phase One Selection:	Weighting Phase Two Selection:
A. Background, Experience and Qualifications of Design-Build Team	Maximum 40 Points	N/A
B. Project Approach/Management Plan	<b>Maximum 35 Points</b>	Maximum 30 Points
C. Team’s Experience with City of San Antonio Issues	<b>Maximum 25 Points</b>	Maximum 20 Points
D. Guaranteed Maximum Price	N/A	Maximum 50 Points
Total Maximum	100 Points	100 Points

41. Section VII. SUBMISSION INSTRUCTIONS - PHASE ONE OF SOLICITATION, on page 11, the paragraph that reads:

“Interested firms should submit Statements of Qualifications which include a **one-page** Executive Summary plus a maximum length of fifteen (15) pages using not less than 10-point font to address the RFQ evaluation criteria (excluding the SBEDA Narrative, required forms and attachments identified in this RFQ), and shall submit one (1) unbound original, signed in ink, ten (10) bound copies, and one (1) compact disc (CD) that contains a copy of the SOQ in Adobe PDF format in a sealed package clearly marked with the project name, **“Design Build Services for the Northwest Service Center” on the front of the package.**”

**Has been amended to read:**

“Interested firms should submit Statements of Qualifications which include **a one (1) to two (2) page** Executive Summary plus a maximum length of fifteen (15) pages using not less than 10-point font to address the RFQ evaluation criteria (excluding the SBEDA Narrative, required forms and attachments identified in this RFQ), and shall submit one (1) unbound original, signed in ink, **eight (8) bound copies**, and one (1) compact disc (CD) that contains a copy of the SOQ in Adobe PDF format in a sealed package clearly marked with the project name, “**Design Build Services for the Northwest Service Center**” **on the front of the package.**”

42. Section III. Submittal Document Requirements-Phase One of the Solicitation on page 13 that reads:

“Respondent’s Submittal should include the required items in the following sequence:

- A. EXECUTIVE SUMMARY - Respondents shall include a one (1) to two (2) page Executive Summary for the SOQ. The Summary shall include a statement of how the DB firm intends to use the design build method utilizing the Bridging Documents to deliver, accomplish and perform each specific service for the delivery of this training facility.
- B. SUBMITTAL COVER/SIGNATURE SHEET - (Attachment 1 to this RFQ): Respondent must complete, sign, and include the Submittal Cover/Signature Sheet with the Submittal. The Submittal Cover/Signature Sheet must be signed by a person, or persons, authorized to bind the entity, or entities submitting the response. Submittals signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority. Joint ventures require signatures from all firms participating in the joint venture. Joint ventures are required to provide legal proof of the joint venture such as a joint venture Agreement as an attachment to their Submittal. The Cover Page/Signature Sheet shall be indexed as Tab “1” in the submittal.
- C. SUBMITTAL CHECKLIST (Attachment 2 to this RFQ): Respondent must complete and utilize this form that shall be used as the Table of Contents for the DB Firm’s Submittal (indexed as Tab “2” in the submittal).
- D. RESPONDENT’S GENERAL QUESTIONNAIRE (Attachment 3 to this RFQ), indexed as Tab “3” in the submittal.
- E. DISCRETIONARY CONTRACTS DISCLOSURE FORM (Attachment 4 to this RFQ): All proposed parties to the contract with the City shall complete and return this form with the Submission. Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. This form should be indexed or labeled as Tab “4” in the submittal.
- F. LITIGATION DISCLOSURE FORM (Form #5) – Completed Litigation Disclosure form as found in RFQ Attachment 5 and additional pages for explanation, if necessary, indexed or labeled as Tab “5” in the submittal.
- G. STATEMENT OF QUALIFICATIONS: The Respondent’s SOQ should be submitted in narrative form and should cover all items included in Section VI. This section is limited to fifteen (15) pages not including forms, attachments, or tabs (if blank) and should be indexed or labeled as Tab “6” in the submittal. This includes Project Sheets and other narrative under sections VI. A. 1, VI. B. and VI. C. of this RFQ.
- H. TEAM ORGANIZATIONAL CHART: Provide a detailed organizational chart or graphic representation of the proposed team identifying key personnel as requested in Section VI of the RFQ. The organizational chart shall be indexed or labeled as Tab “7” in the submittal.
- I. PROOF OF BONDABILITY AND INSURABILITY: (Indexed and labeled as Tab “8” in submittal) Submit a letter from insurance provider stating provider’s commitment to insure the Respondent for the types of coverages and at the levels specified in the attached General

J. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA):

(Attachment 6 to this RFQ)

Submit a completed and signed Subcontractor/Supplier Utilization Commitment Form indicated that your firm commits to satisfy a twenty five percent (25%) Small Business Enterprise (SBE) subcontracting goal for this solicitation.

During the first phase of this solicitation, absent a waiver granted by the SBO, failure of a Prime Contractor to submit a completed Subcontractor/Supplier Utilization Commitment Form in its response shall render its response NON-RESPONSIVE.

- K. RESUMES (Optional): Labeled as Attachment "B" to submittal. Resumes for each key team member shall be limited to a maximum length of two (2) pages as response to section VI. A. 2. of this RFQ.
- L. LETTERS OF REFERENCE (Optional): Respondent may provide a maximum of 5 letters of reference, labeled as Attachment "C" to submittal.
- M. FINANCIAL INFORMATION (Submitted with Original SOQ only): Respondent shall submit financial statements for the last three years, preferably audited, with their response to this RFQ. Financial statements must show the name and address of the firm preparing financial statements and the date of preparation. The financial statements shall not be included in the SOQ page limitation."

Has been amended to read:

"Respondent's Submittal should include the required items in the following sequence:

- A. EXECUTIVE SUMMARY - Respondents shall include a one (1) to two (2) page Executive Summary for the SOQ. The Summary shall include a statement of how the DB firm intends to use the design build method utilizing the Bridging Documents to deliver, accomplish and perform each specific service for the delivery of this training facility.
- B. SUBMITTAL COVER/SIGNATURE SHEET – FORM 1: Respondent must complete, sign, and include the Submittal Cover/Signature Sheet with the Submittal. The Submittal Cover/Signature Sheet must be signed by a person, or persons, authorized to bind the entity, or entities submitting the response. Submittals signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority. Joint ventures require signatures from all firms participating in the joint venture. Joint ventures are required to provide legal proof of the joint venture such as a joint venture Agreement as an attachment to their Submittal. The Cover Page/Signature Sheet shall be indexed as Tab "1" in the submittal.
- C. SUBMITTAL CHECKLIST –FORM 2: Respondent must complete and utilize this form that shall be used as the Table of Contents for the DB Firm's Submittal (indexed as Tab "2" in the submittal).
- D. RESPONDENT'S GENERAL QUESTIONNAIRE - FORM 3: indexed as Tab "3" in the submittal.
- E. DISCRETIONARY CONTRACTS DISCLOSURE FORM – FORM 4: All proposed parties to the contract with the City shall complete and return this form with the Submission. Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. This form should be indexed or labeled as Tab "4" in the submittal.

- F. LITIGATION DISCLOSURE FORM- FORM 5 – Completed Litigation Disclosure form as found in RFQ Form 5 and additional pages for explanation, if necessary, indexed or labeled as Tab “5” in the submittal.
- G. STATEMENT OF QUALIFICATIONS: The Respondent’s SOQ should be submitted in narrative form and should cover all items included in Section VI. This section is limited to fifteen (15) pages not including forms, attachments, or tabs (if blank) and should be indexed or labeled as **Tab “7”** in the submittal. This includes Project Sheets and other narrative under sections VI. A. 1, VI. B. and VI. C. of this RFQ.
- H. TEAM ORGANIZATIONAL CHART: Provide a detailed organizational chart or graphic representation of the proposed team identifying key personnel as requested in Section VI of the RFQ. The organizational chart shall be indexed or labeled as **Tab “8”** in the submittal.
- I. PROOF OF BONDABILITY AND INSURABILITY: (Indexed and labeled as **Tab “9”** in submittal) Submit a letter from insurance provider stating provider’s commitment to insure the Respondent for the types of coverages and at the levels specified in the attached General Conditions for City of San Antonio Building Design Build Contracts (RFQ Exhibit A) if awarded a contract in response to this solicitation process. Respondent shall also submit a copy of their current insurance certificate. Respondent shall also submit a letter of intent from their bonding company stating in specific terms that the bonding company (Surety) is prepared to issue both payment and performance bonds to the full value of the proposal tendered for each project awarded in response to this solicitation.
- J. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA)-FORM 6: Submit a completed and signed Subcontractor/Supplier Utilization Commitment Form indicated that your firm commits to satisfy a twenty five percent (25%) Small Business Enterprise (SBE) subcontracting goal for this solicitation. **Label and index this form as “Tab 6”**.

During the first phase of this solicitation, absent a waiver granted by the SBO, failure of a Prime Contractor to submit a completed Subcontractor/Supplier Utilization Commitment Form in its response shall render its response NON-RESPONSIVE.

- K. RESUMES (Optional): Labeled as **Attachment “A”** to submittal. Resumes for each key team member shall be limited to a maximum length of two (2) pages as response to section VI. A. 2. of this RFQ.
  - L. LETTERS OF REFERENCE (Optional): Respondent may provide a maximum of 5 letters of reference, labeled as **Attachment “B”** to submittal.
  - M. FINANCIAL INFORMATION (Submitted with Original SOQ only): Respondent shall submit financial statements for the last three years, preferably audited, with their response to this RFQ. Financial statements must show the name and address of the firm preparing financial statements and the date of preparation. The financial statements shall not be included in the SOQ page limitation. **Label as Attachment “C” to original submittal.**
43. Section XII. SBEDA ORDINANCE COMPLIANCE PROVISIONS, on page 19 has been deleted in its entirety and replaced with the following language:

A. Solicitation Response, Commitment and Contract Requirements

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements. During the first phase of this solicitation, absent a waiver granted by the SBO, failure of a Prime Contractor to submit a completed Subcontractor/Supplier Utilization Commitment form in its response shall render its response NON-RESPONSIVE. During the second phase of this solicitation, if a Respondent is invited to submit a price proposal, absent a waiver granted by the SBO, failure of a Respondent to include a

fully-documented and signed SBO-promulgated Subcontractor/Supplier Utilization Plan satisfying the SBE subcontracting goal shall render its response NON-RESPONSIVE.

**Waiver Request** - A Respondent may request, for good cause, a full or partial waiver of a **specified subcontracting goal** included in this solicitation by submitting the *Respondent Subcontracting Waiver Request* (available at [http://www.sanantonio.gov/edd/SmallBusiness/SBEDA\\_Forms.aspx](http://www.sanantonio.gov/edd/SmallBusiness/SBEDA_Forms.aspx)) to the Small Business Office no less than 7 business days prior to the solicitation closing date, fully documenting subcontractor unavailability despite the Respondent's good faith efforts to comply with the goal. Such documentation shall include all good faith efforts made by Respondent including, but not limited to, which subcontractors (with phone numbers, e-mail addresses and mailing addresses, as applicable) were contacted. Respondent shall submit the Waiver Request to Ms. Aurora Perkins, Sr. Economic Development Specialist at fax number 210-207-8151 or by e-mail to [Aurora.Perkins@sanantonio.gov](mailto:Aurora.Perkins@sanantonio.gov). Late Waiver Requests will not be considered.

**Exception Request** - A Respondent may, for good cause, request an Exception to the application of the SBEDA Program and its Affirmative Procurement Initiatives to this solicitation if the Respondent submits the *Exception to SBEDA Program Requirements Request* (available at [http://www.sanantonio.gov/edd/SmallBusiness/SBEDA\\_Forms.aspx](http://www.sanantonio.gov/edd/SmallBusiness/SBEDA_Forms.aspx)) form with its solicitation response, fully documenting subcontractor unavailability despite the Respondent's good faith efforts to comply with the goal. Such documentation shall include all good faith efforts made by Respondent including, but not limited to, which subcontractors (with phone numbers, e-mail addresses and mailing addresses, as applicable) were contacted. Late Exception Requests will not be considered.

#### B. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2010-06-17-0531, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's International and Economic Development (IEDD) website page and is also available in hard copy form upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the agreement are governed by the terms of this Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this agreement. Unless defined in a contrary manner herein, terms used in this section of the agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

#### C. Definitions

**Affirmative Procurement Initiatives (API)** – Refers to various Small Business Enterprise, Minority Business Enterprise, and/or Women Business Enterprise ("S/M/WBE") Program tools and Solicitation Incentives that are used to encourage greater Prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE program tools, see Section III. D. of Attachment A to the SBEDA Ordinance.)

**Certification or "Certified"** – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City accepts any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6 of Attachment A.

**Commercially Useful Function** – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a

Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed. The use of S/M/WBE firms by CONTRACTOR to perform such “pass-through” or “conduit” functions that are not commercially useful shall be viewed by the CITY as fraudulent if CONTRACTOR attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE subcontractor or joint venture partner towards attainment of S/M/WBE utilization goals, and the CONTRACTOR and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

**Good Faith Efforts** – documentation of the CONTRACTOR’s or Respondent’s intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation within a solicitation response reflecting the Respondent’s commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SBE or M/WBE subcontract opportunities on the City of San Antonio website; solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office’s directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor’s posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.) The appropriate form and content of CONTRACTOR’s Good Faith Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.

**HUBZone Firm** – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

**Independently Owned and Operated** – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

**Individual** – an adult person that is of legal majority age.

**Industry Categories** – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering (A&E), Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as “business categories.”

**Originating Department** – the CITY department or authorized representative of the CITY which issues solicitations or for which a solicitation is issued.

**Payment** – dollars actually paid to CONTRACTORS and/or Subcontractors and vendors for CITY contracted goods and/or services.

**Prime Contractor** – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City. For purposes of this agreement, this term refers to the CONTRACTOR.

**Relevant Marketplace** – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the MGT Studies, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

**Respondent** – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City. For purposes of this agreement, CONTRACTOR is the Respondent.

**Responsible** – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

**San Antonio Metropolitan Statistical Area (SAMSA)** – also known as the Relevant Marketplace, the geographic market area from which the CITY's MGT Studies analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

**SBE Directory** - a listing of small businesses that have been certified for participation in the City's SBE Program APIs.

**SBE Subcontracting Program** – an API in which Prime Contractors or vendors are required to make Good Faith Efforts to subcontract a specified percentage of the value of prime contract dollars to certified SBE firms. Such subcontracting goals may be set and applied by the GSC on a contract-by-contract basis to those types of contracts that provide subcontract opportunities for performing Commercially Useful Functions wherein there have been ongoing disparities in the utilization of available SBE Subcontractors.

When specified by the GSC, the SBE Subcontracting Plan or Good Faith Efforts plan submitted by CONTRACTOR may also be required to reflect Good Faith Efforts that a Prime Contractor or vendor has taken (or commits to taking in the case of solicitations that do not include a detailed scope of work or those in which price cannot be considered a factor in evaluation), toward attainment of subcontracting goals for SBE firms.

**Significant Business Presence** – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

**Small Business Enterprise (SBE)** – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

**Small Business Office (SBO)** – the office within the International and Economic Development Department (IEDD) of the CITY that is primarily responsible for general oversight and administration of the S/M/WBE Program.

**Small Business Office Manager** – the Assistant Director of the IEDD of the CITY that is responsible for the management of the SBO and ultimately responsible for oversight, tracking, monitoring, administration, implementation and reporting of the S/M/WBE Program. The SBO Manager is also responsible for enforcement of contractor and vendor compliance with contract participation requirements, and ensuring that overall Program goals and objectives are met.

**Subcontractor** – any vendor or contractor that is providing goods or services to a Prime Contractor or CONTRACTOR in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of each binding agreement between the CONTRACTOR and its subcontractors shall be submitted to the CITY prior to execution of this contract agreement and any contract modification agreement.

**Suspension** – the temporary stoppage of the SBE or M/WBE firm's beneficial participation in the CITY's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7 of Attachment A to the SBEDA Ordinance, or the temporary stoppage of CONTRACTOR's and/or S/M/WBE firm's performance and payment under CITY contracts due to the CITY's imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

**Subcontractor/Supplier Utilization Plan** – a binding part of this contract agreement which states the CONTRACTOR's commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the IEDD Director or designee.

#### D. SBEDA Program Compliance – General Provisions

As CONTRACTOR acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines, and procedures are hereby incorporated by reference into this Agreement, and are considered by the parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its Subcontractors with this term;
2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its Subcontractors or suppliers;

3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
4. CONTRACTOR shall immediately notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.
5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.
6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years, or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years, or as required by state law, following the final determination of litigation, whichever is later.
7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

E. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiative to this contract. CONTRACTOR hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification, and absent SBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement:

**SBE Subcontracting Program.** In accordance with SBEDA Ordinance Section III. D. 1. (c), this contract is being awarded pursuant to the SBE Subcontracting Program. CONTRACTOR agrees to subcontract at least ***the amount indicated on the 011 and Utilization Plan for this project*** of its prime contract value to certified SBE firms headquartered or have a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA). The Subcontractor / Supplier Utilization Plan that CONTRACTOR submitted to CITY with its response for this contract (or, as appropriate, that it agrees to submit during the price proposal negotiation phase of this contract), and that contains the names of the certified SBE Subcontractors to be used by CONTRACTOR on this contract, the respective percentages of the total prime contract dollar value to be awarded and performed by each SBE Subcontractor, and documentation including

a description of each SBE Subcontractor's scope of work and confirmation of each SBE Subcontractor's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Agreement. In the absence of a waiver granted by the SBO, the failure of CONTRACTOR to attain this subcontracting goal for SBE firm participation in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and grounds for termination of the contract with the CITY, and may result in debarment from performing future CITY contracts, withholding of payment for retainage equal to the dollar amount of the underutilization below the agreed upon SBE subcontracting goal, and/or shall be subject to any other remedies available under the terms of this Agreement for violations of the SBEDA Ordinance, or under any other law.

#### F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby attached and incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

#### G. Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

#### E. Violations, Sanctions and Penalties

In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;
2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;

3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;
4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions, and remedies available under law, including but not limited to:

1. Suspension of contract;
2. Withholding of funds;
3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
4. Refusal to accept a response or proposal; and
5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

**Please Note:** Revised Required Forms and revised RFQ with the revision date of 3-16-11 are posted on the website and reflect the revisions to the Required Forms and to the RFQ indicated on this amendment.

<b>END OF REVISIONS</b>
-------------------------