



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

**AMENDMENT #3
MARCH 24, 2011**

Amendment #3 includes the responses to questions received by the deadline for written questions regarding this RFQ and associated documents. Amendment #3 also contains revisions to the General Conditions.

I. QUESTIONS AND CLARIFICATIONS TO RFQ

1. General Conditions, Article 3-3.4. Unless engaged extensively in Federal contract work most contractor accounting systems are not Federal Cost and Accounting Standards ("CAS") compliant and requiring that contractor accounting systems meet this requirement would appear to exclude many local contractors. A suggested amendment for Article 3.4.1 to read - "records of expenses pertaining to Additional Services and services performed on the basis of a Worker Wage Rate or Monthly Salary Rate shall be kept on the basis of generally accepted accounting principles and in accordance with cost accounting standards promulgated by the Federal Office of Management and Budget Cost Accounting Standards Board and shall be available for audit by the Owner or the Owner's authorized representative on reasonable notice."

Response: Please reference Section II, item #4 of this Amendment for the revisions to the General Conditions.

2. General Conditions, Article 11-11.4. The current insurance market, does not offer Umbrella coverage without aggregate limits. Can firm furnish additional limits instead of furnishing an Umbrella policy without aggregate limits?

Response: Respondents can furnish additional limits of underlying insurance with aggregate limits in lieu of furnishing an Umbrella policy without aggregate limits. As such the insurance portion will be amended to reflect such change. See Section II, item # 5 of this Amendment for this change to the General Conditions.

3. a) Questions regarding Item C, Team's experience with City of San Antonio and City of San Antonio Issues (page 10): The RFQ requests team (contractor/consultant) responses to five topics based on recent project experience in San Antonio and the surrounding area(s). The RFQ goes on to state that scoring for the team's responses will be based on the City's internal consultant and contractor scorecard, and previous City of San Antonio project experience. If the City bases their scoring on previous City project experience, how does the City intend to score answers for those teams whose members have not completed projects for the City of San Antonio?

Response: The City *may* also score for this criteria based on the City's Consultants' and Contractors' Scorecard, other documentation or experience with City Projects to include the specific items listed on page 11. For the 8 items the City *may* consider for scoring. Please also reference response to questions 3c and 3d.

b) If the City bases their scoring on previous City project experience, how will a score be assigned if the “reference projects” mentioned are not City of San Antonio projects?

Response: This section, regarding the 5 items on page 10 will not be scored only based on previous City project experience, but on the respondent’s response regarding their experience and reference projects with San Antonio and surrounding area issues addressing the 5 areas. Including City projects as “reference projects” in this section would be advantageous to respondents; however, respondents can use projects completed for other entities such as SAWS and CPS, as “reference projects” addressing each item.

c) Furthermore, 8 other items are listed for specific consideration. Do teams need to provide written responses addressing those 8 items, in addition to the 5 previous topics? If not, how do those 8 items relate to the previous 5 topics?

Response: Respondents are asked to briefly describe experience in the 5 areas and reference projects relating to that experience on page 10. Please reference the response below for question 3d.

d) In order to provide all of the information requested by the City, do teams need to address all 8 of those items on each of the 5 individual topics?

Response: No response is required for the 8 items listed on page 11 that references what the City **may** consider for this section for the RFQ. These are additional items the City **may** consider regarding the respondents performance and past experience on City projects.

II. REVISIONS TO THE GENERAL CONDITIONS

4. Section 3.4.2 of the General Conditions on page 14 that reads :

“3.4.2 Records of expenses pertaining to Additional Services and services performed on the basis of a Worker Wage Rate or Monthly Salary Rate shall be kept on the basis of generally accepted accounting principles and in accordance with cost accounting standards promulgated by the Federal Office of Management and Budget Cost Accounting Standards Board and shall be available for audit by the Owner or the Owner's authorized representative on reasonable notice.”

Has been revised to read:

“3.4.2 Records of expenses pertaining to Additional Services and services performed on the basis of a Worker Wage Rate or Monthly Salary Rate shall be kept on the basis of Generally Accepted Accounting Principles (GAAP) and shall be available for audit by the Owner or the Owner’s authorized representative on reasonable notice.”

5. Section 11.4.1 of the General Conditions on page 56 that reads:

“11.4.1 The Design-Builder shall obtain, pay for and maintain umbrella liability insurance during the Contract term, insuring Design-Builder for an amount of not less than \$3,000,000 per occurrence combined limit Bodily Injury (including death) and Property Damage, that follows form and applies in excess of the primary coverage required hereinabove. The Owner and Design-Builder shall be named as additional insureds using endorsement CG 20 26 or broader. No aggregate shall be permitted for this type of coverage. The policy shall provide “drop down” coverage where underlying primary insurance coverage limits are insufficient or exhausted.”

Has been revised to read:

11.4.1 The Design-Builder shall obtain, pay for and maintain umbrella liability insurance during the Contract term, insuring Design-Builder for an amount of not less than \$3,000,000 per occurrence combined limit Bodily Injury (including death) and Property Damage, that follows form and applies in excess of the primary coverage required hereinabove. The Owner and Design-Builder shall be named

END OF QUESTIONS, CLARIFICATIONS AND REVISIONS TO THE GENERAL CONDITIONS