CITY OF SAN ANTONIO

CAPITAL IMPROVEMENTS MANAGEMENT SERVICES DEPARTMENT

REQUEST FOR QUALIFICATIONS:
DOWNTOWN TRANSPORTATION STUDY

(Project # 40-00261)
CIMS062011AM

Revised 6/23/2011

Notice Regarding Prohibition on Campaign or Officeholder Contributions for Individuals and Entities Seeking High-Profile Contracts. Under Section 2-309 of the Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee who contributes to City Council elections, from the tenth (10th) business day after a contract solicitation has been released until thirty (30) calendar days after the contract has been awarded:

1. legal signatory of a high-profile contract;
2. any individual seeking a high-profile contract;
3. any owner or officer of an entity seeking a high-profile contract;
4. the spouse of any of these individuals;
5. any attorney, lobbyist or consultant retained to assist in seeking contract.

A high-profile contract cannot be awarded to an individual or entity if a prohibited contribution has been made by any of the above-listed individuals during the "blackout" period.

RFQ ISSUE DATE: Monday, June 20, 2011

SUBMITTAL DEADLINE: Tuesday, July 19, 2011 AT 2:00 PM

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REQUEST FOR QUALIFICATIONS

DOWNTOWN TRANSPORTATION STUDY

I. BACKGROUND

The City of San Antonio, Capital Improvements Management Services Department is seeking Statement of Qualifications (SOQ) from qualified firms to conduct a downtown transportation study.

On Saturday, May 12, 2007, voters in the City of San Antonio approved a $550 million bond program. As the largest Bond Program in the City's history, the 2007-2012 Program addresses a wide array of public infrastructure throughout the City, from street and drainage improvements, new sidewalk construction, bridge replacements, traffic upgrades, new libraries and improvements to existing City-owned facilities. The largest portion of the bond issue encompasses street and drainage improvements which included up to 69 projects representing $459 million. All 2007-2012 Bond Program projects should be substantially completed by June 30, 2012. As of May 2011, approximately one half of the bond program is complete and as a result of favorable construction markets and sound oversight, approximately $47 million was identified as savings in various street and drainage projects.

On Thursday, May 19, 2011, City Council approved the reallocation of approximately $47 million in savings. Included in that reallocation was $1,000,000 to be added to the current $500,000 budget for a Downtown Transportation Study to be conducted for the Central Business District of San Antonio.

II. SCOPE OF WORK

The scope of work for this Project is to identify potential transportation solutions, to enhance accessibility for residents and visitors, improve marketability for businesses downtown through a balanced system of transportation modes which support economic development, improve vehicular mobility, expand transportation options, promote healthy living and improve air quality. In addition, the scope includes the evaluation of the existing downtown transportation infrastructure and potential land uses and the identification of areas of potential improvement.

Elements to Consider:

- One-way & two-way streets
- Street Lighting
- Street & Sidewalk Paving
- On-Street Parking
- Historic Issues
- Mass transit: bus and rail travel
- Bike routing
- Pedestrian access
- ADA Accessibility
- Infrastructure (water, sewer, electric)
- Downtown and Surrounding Neighborhood Connectivity
- Traffic Calming
- Transit Stop Locations
- Traffic Signalizations
- HUD-DOT-EPA Partnership for Sustainable Communities Livability Principles

Current/Recent Studies to consider

- City of San Antonio Master Plan
- City of San Antonio Housing Master Plan

- SA 2020 Vision
- Public Spaces
- Downtown Strategic Plan
- Downtown Housing Study
- Downtown Neighborhood Plan
- Downtown Parking Study
- HemisFair Master Plan
- River North Master Plan
- Historic Civic Center Plan

III. SCHEDULE OF EVENTS

The following tentative schedule has been prepared for this project.

Pre-Submittal Conference	June 29, 2011
Deadline for Submission of Written Questions	July 6, 2011
Responses due	July 19, 2011
Anticipated City Council Consideration	September 2011

Final approval of a selected firm(s) is subject to the action of the San Antonio City Council.

IV. PRE-SUBMITTAL CONFERENCE

A Pre-submittal Conference will be held on **Wednesday, June 29, 2011 at 10:00 a.m.** at the **Municipal Plaza Building, B Room, located at 114 W. Commerce, San Antonio, TX 78205.** Respondents are encouraged to prepare and submit their questions in writing to the staff contact person listed in Article VII of the RFQ three (3) calendar days in advance of the Pre-Submittal Conference, in order to expedite the proceedings (such that staff may review the questions received and be able to respond verbally during the pre-submittal conference).

City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and will be posted on the City's website at http://epay.sanantonio.gov/RFPListings/.

This meeting place is accessible to disabled persons. The Municipal Plaza Building is wheelchair accessible. The accessible entrance is located at 114 W. Commerce. Accessible parking spaces are located at City Hall, 100 Military Plaza. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral responses provided by City staff at the Pre-Submittal Conference shall be preliminary. A written summary of the Pre-Submittal Conference shall contain official responses, if any. Any oral response given at the Pre-Submittal Conference that is not confirmed in the written summary of the Pre-Submittal Conference or by a subsequent addendum shall not be official or binding on the City. Only written responses shall be official. All other forms of communication with any officer, employee or agent of the City shall not be binding on the City.

V. SUBMITTAL DOCUMENT REQUIREMENTS

Respondent's submittal shall include the following items in the following sequence:

A. EXECUTIVE SUMMARY – Respondents shall include a one- to two-page Executive Summary for the SOQ. The summary shall include number of years in business, a statement of the work to be accomplished and how Respondent proposes to accomplish and perform each specific service.

B. SUBMITTAL COVER / SIGNTAURE PAGE (Form #1) – Respondent shall complete and sign this form, as found in RFQ Attachment 1. Respondent must include the completed Submittal Cover/Signature Sheet with submittal, indexed or labeled as Tab"1" of 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 must 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.

C. SUBMITTAL CHECKLIST AND TABLE OF CONTENTS (Form #2) – Respondent shall complete this form, as found in RFQ Attachment 2, which is to be used as the Table of Contents for its submittal. The checklist shall be indexed or labeled as Tab "2" of the submittal.

D. DISCRETIONARY CONTRACTS DISCLOSURE FORM (Form #3) – Respondents should complete the form online at: http://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf, print a copy of the completed form and submit as Tab "3" in its ORIGINAL SUBMITTAL ONLY. If Respondent is proposing as a team or joint venture, then each party to that team or joint venture shall complete and submit a separate form with the submittal.

F. LITIGATION DISCLOSURE FORM (Form #4) – Respondent shall complete the Litigation Disclosure form, as found in RFP Attachment 5, using additional pages for explanation, if necessary, with the form indexed or labeled as Tab "4" of submittal. If Respondent is proposing as a team or joint venture, then each party to that team or joint venture shall complete and submit a separate Litigation Disclosure form with the submittal.

G. SBEDA SBE PRIME CONTRACT PROGRAM COMMITMENT FORM (Form #5) – Respondent shall complete the SBEDA SBE Prime Contract Program Commitment form, as found in RFQ REQUIRED FORMS attachment, and shall be indexed or labeled as Tab "5" of the submittal.

H. STATEMENT OF QUALIFICATIONS – Respondent shall complete a narrative document which will cover all items in Sections II & IX of this RFQ. Sufficient information regarding past projects and key personnels' experience should be provided, to indicate that Respondent's team has met or exceeded the minimum qualifications provided in Section II of this RFQ. This section is limited to thirteen (13) pages, not including forms and attachments, and shall be labeled or indexed as Tab "6" of submittal.

I. TEAM ORGANIZATIONAL CHART - Indexed and labeled as Tab "7" of the submittal.

J. RESUMES – Resumes for each key team member are to be submitted, shall be limited to a maximum length of one (1) page and should link back to projects included in the project sheets but also may offer information regarding additional previously completed projects not highlighted in the project sheets requested as part of the Qualification Statement. This section should be labeled or indexed as Tab "8" of the submittal.

K. LETTERS OF REFERENCE – Respondent may provide a maximum of five (5) letters of reference. If included, this shall be indexed or labeled as Tab "9" of the submittal.

L. PROOF OF INSURABILITY -- Respondent shall submit a copy of its current insurance certificate. This shall be indexed or labeled as Tab "10" of the submittal.

Respondent is expected to examine this RFQ carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THE ABOVE-REFERENCED REQUIRED DOCUMENTS SHALL RESULT IN THE RESPONDENT'S

SUBMITTAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

VI. AMENDMENTS TO RFQ

Changes, amendments or written responses to questions received in compliance with Section VIII, Restrictions on Communication, may be posted on the City's website at http://epay.sanantonio.gov/RFPListings/. It is Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission of a proposal. A Respondent which does not have access to the Internet must notify City in accordance with Section VIII, Restrictions on Communication, that Respondent wishes to receive copies of changes, amendments or written responses to questions by mail or facsimile.

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

VII. SUBMISSION INSTRUCTIONS

When submitting a bid proposal in person, visitors to City Hall must allow time for security measures. Visitors to City Hall will be required to enter through the east side of the building. The public will pass through a metal detector and x-ray machine located in the lobby. All packages, purses and carried items will be scanned during regular business hours of 7 a.m. – 7 p.m. After the public proceeds through the metal detector, they will sign in and receive a visitor's badge. For those that might require the use of a ramp, entry is available on the south side of the building (Dolorosa side). Security will meet the visitor in the basement with a hand scanner.

Respondent shall submit a total of nine (**9**) Qualification Statements, which shall include one (**1**) original Qualification Statement, signed in ink, and eight (**8**) printed copies of the submittal, as well as one (**1**) copy of the entire original submittal in an Adobe PDF format on a compact disk (**CD**) in a sealed package, clearly marked on the front of the package "**RFQ: DOWNTOWN TRANSPORTATION STUDY**." All submittals must be received in the City Clerk's Office at **NO LATER THAN 2:00 PM ON TUESDAY, JULY 19, 2011** at the address indicated below. Any submittal received after this time shall not be considered.

Mailing Address:
City Clerk's Office, Attn: Capital Improvement Management Services Department
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:
City Clerk's Office, Attn: Capital Improvement Management Services Department
100 Military Plaza
City Hall, 2nd Floor,
San Antonio, Texas 78205

Submittals sent by facsimile or email will not be accepted.

Responses to the solicitation should be complete and well organized. Adherence to the maximum page criterion is critical; each page side (maximum 8 1/2" x 11") containing criteria information will be counted. Any information provided beyond the thirteen (13) page maximum may be disregarded by the evaluation committee. Pages which have project photos, charts and/or graphs will be counted towards the maximum number of pages. Front and back covers, Table of Contents pages and tabbed divider pages will not be counted if they do not contain submittal information. Resumes should not include project pictures or general firm information. The use of recycled paper is encouraged. Three-ring binders are permitted.

With regards to other types of binding, plastic (not metal) spiral or “comb” binding is recommended. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond which is sufficient to present a complete and effective submission are not required. All pages shall be numbered. Margins shall be no less than 1” around the perimeter of each page. Electronic files, websites or URLs shall not be included as part of the proposal, other than the CD specified above. Each submittal must include the sections and attachments in the sequence listed in the RFQ Section V, Submittal Document Requirements, and each section must be divided by tabs and indexed in the Submittal Checklist and Table of Contents page. Failure to meet the above criteria may result in disqualification of the proposal.

Respondents which submit responses to this RFQ shall correctly reveal, disclose and state the true and correct name of the individual, proprietorship, corporation and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nick-names, abbreviations (unless part of the legal title), shortened or short-hand or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, exactly shall match with Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the signature page of the Proposal.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the signature page of its proposal, the Capital Improvements Management Services Director shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

VIII. RESTRICTION ON COMMUNICATIONS

Once this RFQ has been released, Respondents are prohibited from communicating with City staff regarding the RFQ or Submittals, with the following exceptions:

A. Respondents are prohibited from communicating with elected City officials and their staffs regarding the RFQ or submittal from the time the RFQ has been released until the contract is posted as a City Council agenda item. Respondents are prohibited from communicating with 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 which results in the direct or indirect discussion of the RFQ and/or submittal submitted by Respondents. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent’s submittal from consideration. Exceptions to the restrictions on communication with City employees include:

1. Respondents may ask verbal questions concerning this RFQ at the Pre-Submittal Conference.
2. Respondents may submit written questions concerning this RFQ to the Staff Contact Person listed in the address below until **4:00 p.m. Local Time on July 6, 2011**. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by electronic mail or by fax to:

   Angelica Mata, Contract Coordinator, 207-4034 (via fax) or Angelica.Mata@sanantonio.gov

   However, questions sent by certified mail, return receipt requested, will also be accepted and should be addressed to:

   Angelica Mata, Contract Coordinator
   City of San Antonio, Capital Improvements Management Services Department
   Contract Services Division
   114 W. Commerce Street, Room 900, San Antonio, TX 78205

3. Respondents and/or its agents are encouraged to contact the Small Business Office of the Capital Improvements Management Services Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form. The point of contact is **Fernando Hernandez**. Mr. Hernandez may be reached by telephone at (210) 207-1339 or by e-mail at Fernando.Hernandez@SanAntonio.gov. Contacts to the Small Business Office regarding this solicitation after the solicitation closing date is not permitted.

4. Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from such selection committee meetings as it deems in its best interests.

B. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City.

IX. EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all submittals received in response to this RFQ. The City may appoint a selection committee to perform the evaluation. Each submittal will be analyzed to determine overall responsiveness and qualifications under the RFQ. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon these same criteria, or other criteria to be determined by the selection committee. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council.

Criteria A: Evaluation of Background, Experience and Qualifications of Prime Firm (including Co-Respondent, Joint Venture Party or Partner and subconsultants) as well as key personnel (50%)

In this criteria, the City will consider the relevance of past experience for all parties proposed as a part of the team. Respondents should carefully review the Background and Scope of Services included in this solicitation to best determine what projects should be highlighted and explained in order to obtain the most points for its response to this section.

Required Documents are project sheets and resumes:

5 Project Sheets

Include in respondent's submittal a minimum of five (5) project sheets, limited to one page each, which describe similar projects the respondent has completed within the last five years. Each project sheet should include the following:

1) Project Name
2) Name of the project owner, and if applicable, the owner's representative with whom respondent had day-to-day contact. Provide contact information for each person in the following format:
   a) Name of Contact Person:_____
   b) Contact Person's Phone Number:_____
   c) Contact Person's E-mail:_____

3) Photograph of the elevation of the facility and other pertinent photos
4) Scope of the project

5) Budget for construction
6) Construction dates (start/completion)
7) Description of services provided on the similar project and how that relates to the Scope of Services

8) List the team members (Prime Firm, Co-Respondents, Joint Venture Parties or Partners and major sub-consultants) along with key personnel that were assigned to, or that were under contract for each previously completed project and provide details regarding their respective roles, and note if they are proposed to be assigned to this project, what role they will play.

Resumes of key personnel should be included as Tab 5 to Respondent's Submittal (Resumes do not count as a part of the page limit)

Resumes should be no more than one page in length and include:

- License type (if applicable) and number of years licensed
- Number of years employed with the Firm
- Number of years of experience in proposed role

Criteria B: Project Approach/Management Plan (30%)

In a narrative format, included as a part of Tab 3, provide a narrative description as well as specific examples of how these techniques or procedures were used in previous projects. Response to this section is limited to a maximum of five (5) pages, not including organizational chart.

1) Describe respondent's approach to overall team formation, coordination of team members and provide an organization chart (included as Tab 4 in the submittal);
2) Detail the current capacity of key team individuals, the percent of time to be spent on this project and the respondent's capabilities to complete the services outlined herein;
3) Briefly describe your Firm's understanding of this project, including all of the requirements to successfully complete the project(s). Provide the approach of your firm and/or team partner(s**)** in meeting those requirements, and comprehensively address all the issues, standards and requirements needed to produce a finished project. Include the following
   a. Describe respondent's approach to master planning and programming;
   b. Describe respondent's project management approach;
   c. Describe respondent's approach to design management including quality control and quality assurance;
   d. Describe respondent's approach to construction management
   e. Describe respondent's approach to schedule management
4) Describe the respondent's approach to stakeholder involvement and to providing seamless, successful delivery of the services outlined in this RFQ.

Criteria C: Team's Experience with San Antonio Region Issues and past experience with City of San Antonio contracts (20%)

A portion of the scoring for this criteria will be based on the City's Consultants' Scorecard, other documentation or experience with City projects. The City will consider the history of the firm in complying with project programs, schedules, and budgets on previous **City of San Antonio** projects. <u>No information will need to be submitted in response to this portion of the criteria</u>. Specific items for consideration may include:

- Timely completion of projects;
- Cooperative working relationship with City;
- Prompt payment of subconsultants at all levels;
- Compliance with other contract terms;
- Compliance with City Ordinances on substitution/addition/deletion of subconsultants;

- Provided contracting opportunities for small businesses and M/WBEs;
- Compliance with City standards;
- Conformance to City budget requirements.

The following section is limited to three (3) pages in Tab 3:

The City is interested in evaluating the firms experience with San Antonio issues, as may be evidenced by work in the San Antonio and surrounding area during the past five (5) years. In narrative form, briefly describe experience in the following areas and reference projects relating to that experience:

1. Coordination and assistance with applicable permitting and code requirements as required;
2. Coordination and assistance with bidding of documents utilizing a variety of project delivery methods;
3. Environmental community, conditions and constraints;
4. Public awareness and involvement in project development in the local area;
5. Experience with projects of local historical significance and coordination with relevant agencies; and
6. Cost estimating services experience with the local market.

X. SBEDA ORDINANCE COMPLIANCE PROVISIONS

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 - Respondent may request, for good cause, a full or partial Waiver of a **specified subcontracting goal** included in this solicitation by submitting a *Respondent Subcontracting Waiver Request* form *(which is available at http://www.sanantonio.gov/edd/SmallBusiness)* with its solicitation response. The Respondent's Waiver request must fully document 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 were contacted (with phone numbers, e-mail addresses and mailing addresses, as applicable) and the method of contact. **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 if the Respondent submits the *Exception to SBEDA Program Requirements Request* form *(available at http://www.sanantonio.gov/edd/SmallBusiness)* with its solicitation response. The Respondent's Exception request must fully document why: (1) the value of the contract is below the $50,000 threshold for application of the SBEDA Program; or (2) no commercially-useful subcontracting opportunities exist within the contract scope of work; or (3) the type of contract is outside of the scope of the SBEDA Ordinance. **Late Exception Requests will not be considered.**

B. SBEDA Program

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 also is available in hard copy form upon request to 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 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 Consultant to perform such "pass-through" or "conduit" functions that are <u>not</u> commercially useful shall be viewed by City as fraudulent if Consultant 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, Consultant 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 Consultant and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

Consultant – the entity to which an agreement, contract, Task Order or Amendment is issued by the City of San Antonio for purposes of providing services for the City.

Good Faith Efforts – documentation of Consultant'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 Consultant'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 – City department or authorized representative of City which issues solicitations or for which a solicitation is issued.

Payment – dollars actually paid to Consultant and/or Sub-Consultants and vendors for City contracted goods and/or services.

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, Consultant 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 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 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 Consultant also may 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 City which primarily is responsible for general oversight and administration of the S/M/WBE Program.

Small Business Office Manager – the Assistant Director of the IEDD of City who 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 also is responsible for enforcement of contractor and vendor compliance with contract participation requirements, and ensuring that overall Program goals and objectives are met.

Sub-Consultant – any firm which is providing services to a Consultant in furtherance of Consultant's performance under a contract or Task Order with City. A copy of each binding agreement between the Consultant and its Sub-Consultants shall be submitted to City prior to execution of this Agreement and any modification agreement.

Suspension – the temporary stoppage of the SBE or M/WBE firm's beneficial participation in 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 Consultant's and/or S/M/WBE firm's performance and payment under City contracts due to City's imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

Sub-Consultant/Supplier Utilization Plan – a binding part of this Agreement which states Consultant's commitment for the use of Joint Venture Partners and/or Sub-Consultants in the performance of this Agreement, and states the name, scope of work and dollar value of work to be performed by each of Consultant's/ Joint Venture partners and Sub-Consultants in the course of the performance of this Agreement, specifying the S/M/WBE Certification category for each Sub-Consultant or Joint Venture partner, as approved by the SBO Manager. Additions, deletions or modifications of the Sub-Consultant or Joint Venture partner 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 Consultant acknowledges that the terms of City's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in City's SBEDA Policy & Procedure Manual are in furtherance of City's efforts at economic inclusion and, moreover, that such terms are part of Consultant's scope of work as referenced in City's formal solicitation which formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures hereby are incorporated by reference into this Agreement, and are considered by the parties to this Agreement to be material terms. Consultant voluntarily agrees fully to comply with these SBEDA program terms as a condition for being awarded this contract by City. Without limitation, Consultant further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. Consultant shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding Consultant's utilization and payment of Sub-Consultants, 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. Consultant 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 Consultant or its Sub-Consultants or suppliers;

3. Consultant 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 Sub-Consultants and workers to determine whether there has been a violation of the terms of this Agreement;

4. Consultant immediately shall notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to Consultant's Sub-Consultant/Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by Consultant to replace the Sub-Consultant/Supplier in accordance with

the applicable Affirmative Procurement Initiative. All proposed changes to the Sub-Consultant/Supplier Utilization Plan including, but not limited to, proposed self-performance of work by Consultant of work previously designated for performance by Sub-Consultant or supplier, substitutions of new Sub-Consultants, terminations of previously designated Sub-Consultants or reductions in the scope of work and value of work awarded to Sub-Consultants or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.

5. Consultant immediately shall 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. Consultant shall retain all records of its Sub-Consultant payments for this contract for a minimum of four (4) 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 (4) 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 Consultant's Sub-Consultant/Supplier Utilization Plan, the Consultant 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 Consultant 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

City has applied the following contract-specific Affirmative Procurement Initiative to this contract. Consultant hereby acknowledges and agrees that the selected API requirement also shall 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. 3. (a), this contract is being awarded pursuant to the SBE Subcontracting Program. CONTRACTOR agrees to subcontract at least **20%** 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 Sub-Consultant/Supplier Utilization Plan which Consultant 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 Sub-Consultants to be used by Consultant on this contract, the respective percentages of the total prime contract dollar value to be awarded and performed by each SBE Sub-Consultant, and documentation including a description of each SBE Sub-Consultant's scope of work and confirmation of each SBE Sub-Consultant'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 Consultant to attain this sub-consultant 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 City, and may result in debarment from performing future City contracts 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, Consultant represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, City's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, Consultant 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 Sub-Consultants, vendors, suppliers, or commercial customers, nor shall the firm retaliate against any person for reporting instances of such discrimination. The firm shall provide equal opportunity for Sub/Consultants, vendors and suppliers to participate in all of its public sector and private sector sub-consulting 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 City's Relevant Marketplace. The firm 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 firm 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. Consultant's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the City, pursuant to the solicitation for this contract, hereby is incorporated into the material terms of this Agreement. Consultant shall incorporate this clause into each of its Sub-Consultant and supplier agreements entered into pursuant to City contracts.

G. Prompt Payment

Upon execution of this Agreement by Consultant, Consultant shall be required to submit to City accurate progress payment information with each invoice regarding each of its Sub-Consultants, including HUBZone Sub-Consultants, to ensure that the Consultant's reported Sub-Consultant participation is accurate. Consultant shall pay its Sub-Consultants in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten (10) calendar days of receipt of payment from City. In the event of Consultant's noncompliance with these prompt payment provisions, no new City contracts shall be issued to Consultant until City's audit of previous Sub-Consultant payments is complete and payments are verified to be in accordance with the specifications of the contract.

H. Violations, Sanctions and Penalties

In addition to the above terms, Consultant 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 benefiting 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 Consultant or other business firm from eligibility for providing goods or services to City for a period not to exceed two (2) years (upon City Council approval).

XI. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

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

A. The Contract(s), if awarded, will be awarded to the Respondent(s) whose submittal(s) is/are deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.

B. City may accept any submittal in whole or in part. If subsequent negotiations are conducted, said negotiations shall not constitute a rejection or alternate RFQ on the part of City. However, final selection of a Respondent is subject to City Council approval.

C. City reserves the right to accept one or more submittals or reject any or all submittals received in response to this RFQ, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFQ, reissue a subsequent solicitation and/or remedy technical errors in the RFQ process.

D. City will require the selected Respondent(s) to execute a contract, in substantially the form as attached, with City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance, as required in this RFP and the contract. Contract documents are not binding until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified by City, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

E. This RFQ does not commit City to enter into a Contract, award any services related to this RFQ, nor does it obligate City to pay any costs incurred in preparation or submission of a response or in anticipation of a contract.

F. The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by City. City administers its design and construction management through an Internet-based management system, referred to as the “Portal”.. All vendors will be required to use the City’s portal system and submit schedules using Primavera Project Manager 5.X or Primavera Contractor 4.1 or above.

G. Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten percent or more of the voting stock or shares of the business entity, or ten percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

H. Respondent is required to warrant and certify that it, its officers, employees and agents neither are officials nor employees of City, as defined in Section 2-42 of City's Ethics Code. (Discretionary Contracts Disclosure – Instructions and web-link to electronic form are included in Attachment 4 of RFQ.

I. Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract: (1) is/are and shall be deemed to be an independent contractor(s) responsible for its/their respective acts or omissions; (2) that City shall in no way be responsible for Respondent's actions; and (3) that none of the parties hereto will have authority to bind the others, or to hold out to third parties that it has such authority.

J. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods or services with City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with City; or (2) submits to City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with City. The conflict of interest questionnaire form is available from the Texas Ethics Commission by accessing either of the following web addresses:

http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm
http://www.ethics.state.tx.us/forms/CIQ.pdf.

Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk, if mailing a completed conflict of interest questionnaire, mail to Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Respondent should consult its own legal advisor with questions regarding the statute or form.

K. All submittals become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

L. Any cost or expense incurred by the Respondent that is associated with the preparation of the submittal, the Pre-Submittal Conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

M. The selected firm shall recommend the most advantageous construction delivery method to the Director of CIMS/City Engineer for approval. As a result, the design team may be required to work with a contractor through traditional design-bid-build or using an alternative construction delivery method such as Competitive Sealed Proposal or Construction Manager at Risk. If an alternative

construction delivery method is used, the selected programming/design team will be required to serve on the contractor selection committee.

N. Any cost or expense incurred by the Respondent that is associated with the preparation of the submittal, the Pre-Submittal Conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

O. SOLICITATION PROCESS REVIEW: Any respondent desiring a review of the solicitation process must deliver a written request to the Director of CIMS within seven (7) calendar days from the date the notice of non-selection was sent. When the CIMS Director receives a timely written request, the CIMS Director, or designee, shall review the respondents concerns and the solicitation process for legitimacy and procedural correctness. After performing a full review, the CIMS Director will notify the respondent in writing of his determination.

P. INDIVIDUAL SUBMITTAL DEBRIEFINGS: In an effort to improve solicitation responses, CIMS is making available on its web site a "Solicitation Response Tip List" which includes the top common items that "make or break" submissions. Providing this information prior to the due date of the submittal provides respondents with an opportunity to develop a better response for each solicitation. As a result of this up-front effort, each respondent is entitled to a one debriefing per calendar year after City Council has made an award if: (a) it is not the selected respondent and (b) it has not been debriefed in the previous 12-month period. Once a firm has been debriefed, it will not be eligible for future debriefings within that calendar year. Any respondent meeting the above criteria, which desires an individual submittal debriefing, must deliver a written request to the CIMS Contract Services Division within seven (7) calendar days from the date the notice of non-selection was sent.