

CITY OF SAN ANTONIO

CAPITAL IMPROVEMENTS MANAGEMENT SERVICES DEPARTMENT



REQUEST FOR QUALIFICATIONS: CAPITAL PROGRAM MANAGEMENT STAFF AUGMENTATION

RFQ: CIMS061312AM

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 that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 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 the individual or entity if a prohibited contribution has been made by any of these individuals during the "black out" period.

ISSUE DATE: **WEDNESDAY, JUNE 13, 2012**

SUBMITTAL DEADLINE: **WEDNESDAY, JULY 11, 2012 at 2:00 P.M. Local Time**

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REQUEST FOR QUALIFICATIONS

CAPITAL PROGRAM MANAGEMENT STAFF AUGMENTATION

I. BACKGROUND

The City of San Antonio's (hereafter referred to as "City"), Capital Improvements Management Services Department (hereafter referred to as "CIMS") is seeking a Statement of Qualifications (hereafter referred to as "SOQ") from qualified firms to provide Capital Program Management Staff Augmentation on the Henry B. Gonzalez Convention Center (hereafter referred to as "HBGCC") Expansion Project and related projects.

HBGCC Expansion and Renovation Information

HBGCC is located at 200 East Market Street in downtown San Antonio. The building is bounded by Market Street on the North, S. Alamo Street on the West, Market/IH-37 on the East and Hemisfair Park on the South. The San Antonio River Walk is an integrated component of the most recent HBGCC expansion and provides a unique convention center experience. The HBGCC master plan and program will identify a new entrance configuration and opportunities to further integrate with downtown. The expansion program calls for approximately 684,000 gross square feet of new construction, approximately 86,000 square feet of renovation and the demolition of the original 1968-era wing. Among the improvements are:

- Approx. 280,000 square feet of new exhibit space
- A new Ballroom of approximately 55,000 square feet
- Meeting, pre-function and back-of-house space to support the exhibit halls
- An expansion of the existing kitchen located on the third level
- Associated administrative and exhibit support offices
- Supporting functions such as maintenance shops and operations activities

The new construction described above, along with the demolition of the West Wing, will result in a slight increase of overall HBGCC space but will have drastically improved functionality. In addition, primary consideration is being given to contiguous exhibit space, which will increase by around 16% with the completion of the Expansion project.

Over the next four (4) years, multiple projects will be underway which are directly or indirectly involved in the expansion of the HBGCC. These projects will require highly coordinated efforts and will be managed by CIMS, which will seek to augment City staff with additional technical and consulting services.

Some of the influencing factors on the expansion program include current and on-going developments/projects by VIA Metropolitan Transit, San Antonio Water System, City CPS Energy and more. Among these significant project influencers are the following:

Hemisfair Park Master Plan

In 2009, the City of San Antonio Council formed the Hemisfair Park Area Redevelopment Corporation (hereafter referred to as "HPARC") to accomplish certain governmental purposes of the City such as assisting with acquiring property, planning, developing, constructing, managing, maintaining and financing projects within Hemisfair and areas adjacent to or near the park. Over the last several years a comprehensive master plan has been developed with the intent of reshaping and breathing new life into this valuable City resource. Adopted by the City Council in early 2012, the master plan concept should provide opportunity for HBGCC to further integrate into the City's urban fabric. For more information on the Hemisfair plan refer to the following web site: <http://www.hemisfair.org/>. This will not be included in the D-B scope except for coordination.

Market Street Realignment

The relocation of the current Market Street east of the Grand Hyatt, as well as Bowie Street, provides the maximum allowable footprint for the expansion of the facility. This new alignment is currently in the design phase and is planned for design completion by the end of 2012 with bidding, contracting and construction to start in early 2013 and completion planned for mid 2014. This will not be included in the D-B scope except for coordination.

Grand Hyatt San Antonio

Also located on Market Street, the Grand Hyatt is a significant neighbor located in very close proximity to HBGCC. Plans call for strategies to create a more integrated urban plan which will allow for better synergies between the Grand Hyatt and HBGCC, while maintaining critical separations, access points, operations, etc.

VIA streetcar

The streetcar is proposed to run west and south of the HBGCC along S. Alamo and through Hemisfair Park.

One or more contracts may be awarded in response to this RFQ. The selected firm(s) shall be retained in a standby mode. The contract term shall be four (4) years with two (2) optional one -year extensions. The enabling Ordinance shall identify the total amount of money that may be expended under the contract(s) awarded in connection with this RFQ. City does not guarantee that all sums authorized will be spent under the staff augmentation agreement(s) or that any minimum amount of work will be authorized.

II. SCOPE OF SERVICES

The selected consultant(s) shall provide CIMS with Program Management Staff Augmentation on an as-needed basis for the HBGCC Expansion Project and related projects. The main areas of expertise required include the following:

1. Program Management
2. Construction Management
3. Design Review/Management
4. Construction Inspection
5. Project Controls
 - a) Cost
 - b) Primavera Scheduling Review and Tracking
 - c) Master Scheduling (all projects)
 - d) Estimates
 - e) Change Orders (review and negotiation)
6. Environmental
 - a) Cultural Resources
 - b) Site Assessments
 - c) Hazmat
7. Office Management
 - a) Document Control
 - b) Meeting Facilitation
 - c) Presentation Preparation
8. Material Testing for Quality Assurance
9. Public Relations

At least one member of the Team must be a registered Architect with a minimum of five (5) years of experience in large-scale facilities (preferably over \$100,000,000). At least one member of the Team must have a license to practice engineering in the State of Texas as a Professional Engineer and have at least five (5) years of commercial project management experience. At least one member of the Team must have knowledge and experience using BIM and Primavera.

There is no guarantee that any or all of the services requested by this RFQ will be assigned during the term of the Agreement. Further, City may elect to have any or all of the services set forth performed by other consultants or City staff.

Below is a more detailed description of each expertise area.

Program Management

Program Management is the application of knowledge, skills, tools and techniques across multiple interrelated projects to obtain the overall program objectives and requirements. Program Management may be responsible for, but not limited to, any of the following activities:

- 1) Monitoring;
- 2) Budgeting;
- 3) Coordinating;
- 4) Analyzing ;
- 5) Representation;
- 6) Other related duties and responsibilities as presented.

Construction Management

Construction Management may be responsible for, but not limited to, any of the following activities:

- 1) Performing detailed engineering calculations;
- 2) Preparing analysis report;
- 3) Performing site assessments;
- 4) Evaluating and tracking performance of contractors;
- 5) Assisting with responding to citizen inquiries and complaints;
- 6) Providing technical assistance;
- 7) Reviewing plans;
- 8) Reviewing specifications;
- 9) Reviewing MEP design;
- 10) Coordinating with other divisions, departments or municipal agencies;
- 11) Reviewing Project elements for building, safety and other required codes;
- 12) Reviewing and advising on ADA requirements;
- 13) Assisting with constructability reviews;
- 14) Attending construction progress meetings, as requested;
- 15) Assisting with monthly status reports;
- 16) Assisting with Project close-out process, including gathering of warranties and owner's manuals;
- 17) Perform related duties and fulfill responsibilities, as presented.

CIMS will require construction management services to augment staff in the delivery of Convention Center Project and related projects on time and within budget. Coordination with Project team members, ensuring objectives are focused on the overall schedule and Project deliverables is a must.

Design Review & Management

Design Review & Management may be responsible for, but not limited to, any of the following activities:

- 1) Reviewing plans;
- 2) Reviewing specifications;
- 3) Reviewing MEP Design;
- 4) Reviewing and assisting with permitting requirements;
- 5) Reviewing Project elements for building, safety and other required codes;
- 6) Reviewing and advising on ADA requirements;
- 7) Assisting with constructability reviews;
- 8) Providing conceptual sketches;
- 9) Assisting with analysis of architectural design;
- 10) Reviewing FF&E requirements;

- 11) Attending design review meetings, as requested;
- 12) Assisting with monthly status reports;
- 13) Performing related duties and fulfilling responsibilities, as presented.

Construction Inspection Services

Construction Inspection Services may be responsible for, but not limited to, any of the following activities:

- 1) Monitoring and documenting job site safety;
- 2) Monitoring and documenting the Storm Water Pollution Prevention Plan (SWPPP) best management practices and posted notifications;
- 3) Attending on-site construction meetings, as requested;
- 4) Coordinating with City facilities and operations when utility outages, noise control, traffic control or security are required by the Work;
- 5) Conducting daily observation of construction Work for compliance with approved contract drawings, specifications, requests for information, change order proposals, approved submittals and shop drawings;
- 6) Reviewing contractor submittals and coordinate Owner comments (including resolving conflicts);
- 7) Issuing daily observation reports for site and building, noting conditions of non-compliance, with proper references to detailed drawings and specifications sections;
- 8) Attending early morning, evening or after-hours installations requiring Owner representation;
- 9) Maintaining and organizing on-site Project documentation;
- 10) Reviewing and approving monthly Contractor payment application, including survey construction progress to confirm percent complete by trades;
- 11) Coordinating and monitoring material testing, HVAC air testing and balancing and other systems testing;
- 12) Monitoring the Project commissioning process, including equipment testing, functional performance tests and building integration of inter-related systems;
- 13) Monitoring deficiency logs to assure follow up of re-testing and system performance;
- 14) Assisting the Project Manager in resolving construction issues;
- 15) Documentation of site investigation through photos and reporting;
- 16) Attending pre-installation meetings between the Contractor and Owner, prior to start of roofing, glazing, pre-cast panels, curtain wall, waterproofing, foundations, structural framing and other systems, as required by specifications;
- 17) Monitoring punch lists for above ceiling, open wall and Substantial Completion inspections and confirm completion of deficiencies;
- 18) Remaining current in codes and regulations applicable to design and construction;
- 19) Interfacing with, and providing support to Owners Representatives, Users operations, design professionals, contractors, utilities and regulatory agencies to assist with resolution of construction phase conflicts;
- 20) Monitoring project close-out procedures, including O&M manuals, as-builts, punch lists and warranty walk-through;
- 21) Assisting the Project Manager in the 1-year warranty process;
- 22) Performing related duties and fulfilling responsibilities, as presented.

It is requested that specific construction inspectors are available who have expertise, as evidenced by appropriate credentials, in the following specialties:

Underground utilities and site preparation
 Concrete (structural and flatwork)
 Structural Steel
 Heating, Ventilation and Air-Conditioning (HVAC)
 Electrical and Data
 Architectural Finishes
 Security
 Audio-Visual (AV)
 Information Technologies (IT)

Project Controls

Project Controls may be responsible for, but not limited to, any of the following activities:

- 1) Reviewing cost estimates;

- 2) Supporting the City Project Manager, reviewing and providing comments on schedules submitted by Consultants, Contractors and others for conformance with scheduling requirements and policies, consistency with Project/construction plans and phasing, executability, proper resource allocation and other schedule-related requirements;
- 3) Validating progress on Project schedule;
- 4) Coordination between Project teams regarding schedules;
- 5) Budgetary cost estimate preparation;
- 6) Reviewing and negotiating change orders;
- 7) Assisting with Project budget analysis;
- 8) Assisting with BIM requirements and review;
- 9) Performing related duties and fulfilling responsibilities, as presented.

Environmental

Environmental may be responsible for, but not limited to, any of the following activities:

- 1) Compliance with the Texas Antiquities Code and Section 106 of the National Historic Preservation Act;
- 2) Texas Archeological Research Laboratory search/background reviews/constraints analysis;
- 3) Archeological survey(s);
- 4) Testing to determine a site's potential to the National Register of Historic Places or as State Archeological Landmarks (SALs);
- 5) Hazmat investigation/survey and specification writing;
- 6) Hazmat remediation oversight;
- 7) Geo-archeological investigation;
- 8) Photo and report documentation of site analysis;
- 9) Native American Grave Protection and Repatriation Act Compliance;
- 10) Historical standing structure surveys;
- 11) Cultural resources mitigation, if needed;
- 12) Archeological monitoring during construction, if needed;
- 13) Historical and archival backgrounds;
- 14) Artifact curation;
- 15) Health and safety code compliance, as it pertains to cemeteries;
- 16) Phase I Environmental Site Assessments (ESAs) – due diligence assessments of property and proposed projects based on historical and visual cues to identify potential environmental impairments;
- 17) Phase II ESAs – subsurface environmental investigations intended to confirm and/or delineate the extent of contamination using sampling and laboratory analyses;
- 18) Environmental remediation/clean-up and design – the preparation of waste management plans, oversight of environmental remediation projects, and analyses to determine risk associated with soil or groundwater contamination;
- 19) Performing related duties and fulfilling responsibilities, as presented.

Office Management

Office Management may be responsible for, but not limited to, any of the following activities:

- 1) Preparing meeting agendas;
- 2) Scheduling of meetings, presentations, phone conferences, etc.;
- 3) Preparing all Project correspondence;
- 4) Electronic and hard-copy file organization and maintenance;
- 5) Coordinating Team schedules;
- 6) Preparing Project presentations;
- 7) Meeting facilitation;
- 8) Coordinating Project teams, City departments and other stakeholders;
- 9) Maintaining and coordinating the procurement of office supplies;
- 10) Performing related duties and fulfilling responsibilities, as presented.

Material Testing for Quality Assurance

Material Testing may be responsible for, but not limited to, any of the following activities:

- 1) Maintaining the Project Log of all testing performed.

- 2) Geotechnical Engineering: Geotechnical Site Investigation Services;
- 3) Geotechnical Engineering: Geotechnical Laboratory Testing;
- 4) Special Inspections;
- 5) Construction Materials Testing: Materials Testing and Inspection as required by 2009 International Building Code and City of San Antonio Amendments;
- 6) Engineering or scientific interpretation, field and laboratory services and reports as required by the City. Testing reports shall include:
 - a) Report date;
 - b) Date of service, project title, limits, who ordered test and who performed test;
 - c) Testing lab letterhead with authorized signature – professional engineer, or appropriate licensed professional required by law in charge or his delegated assistant;
 - d) Report identification number (sequential numbering), description, price, quantity performed and location;
 - e) Test results;
 - f) Contract standards controlling the test(s);
 - g) Assessment - Compliance or noncompliance with the specifications;
 - h) Any extenuating circumstances affecting the test(s) or results(s);
- 7) Performing related duties and fulfilling responsibilities, as presented.

Public Relations

Public Relations may be responsible for, but not limited to, any of the following activities:

- 1) Preparing press releases;
- 2) Assisting with public meetings, if needed;
- 3) Assisting with citizen inquires;
- 4) Assisting with developing marketing materials/presentations;
- 5) Performing related duties and fulfilling responsibilities, as presented.

Please note that the preceding Scope of Services is subject to change during the RFQ solicitation period at the sole discretion of City. Changes, if any, will be made in accordance with Section VI - Amendments to the RFQ below.

III. SCHEDULE OF EVENTS

The following tentative schedule has been prepared for this project.

Pre-Submittal Conference	Tuesday, June 26, 2012
Deadline for Submission of Written Questions	Thursday, June 28, 2012
Responses due	Wednesday, July 11, 2012
Interviews for Short-Listed firms, if necessary	August 3, 2012
Anticipated City Council Consideration	Sept. 20, 2012

IV. PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held on **Tuesday, June 26, 2012 at 10:00 a.m., in the Municipal Plaza Building, Plaza B Room.** Attendance at the Pre-Submittal Conference is optional but strongly encouraged. Respondents are encouraged to prepare and submit their questions in writing three (3) calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings.

City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and 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 and 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 & 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. The selection committee may select all, some or none of the Respondents. 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.

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

1. **COVER LETTER** – Respondents shall include a one-page Cover Letter for the SOQ. The summary shall state the number of years in business, number of years in business in the local office, local office address and number of employees employed in local office.
2. **SUBMITTAL COVER / SIGNATURE PAGE (Form #1)** –Respondent must include the completed Submittal Cover/Signature Sheet with submittal, indexed or labeled as **Tab“1”**. 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.
3. **SUBMITTAL CHECKLIST AND TABLE OF CONTENTS (Form #2)** – Respondent shall complete this form, which is to be used as the Table of Contents for its submittal. The checklist shall be indexed or labeled as **Tab “2”** in submittal.
4. **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.
5. **LITIGATION DISCLOSURE FORM (Form #4)** – Complete Litigation Disclosure form and additional pages for explanation, if necessary, index or label as **Tab “4”** in submittal. If Respondent is proposing as a team or joint venture, then each party to that team or joint venture shall completed and submit a separate form with the submittal.
6. **SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (FORM 5)**: Submit a completed and signed Subcontractor/Supplier Utilization Commitment Form indicated that your firm commits to satisfy a twenty-five (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. This form shall be indexed and labeled as **“Tab 5”** in the submittal.

7. **STATEMENT OF QUALIFICATIONS** - Narrative document that covers all items in Sections II of this RFQ. Sufficient information regarding past projects and key personnels' experience should be provided to indicate that the respondent's team has met or exceeded the minimum qualifications provided in Section II of this RFQ.

Summary of Evaluation Criteria & Scoring:

Evaluation Criteria	Maximum Score
A. Experience & Qualifications of the Prime Firm and Key Personnel	45 points
B. Team's Experience with San Antonio Region Issues and past experience with City of San Antonio contracts	15 points
C. Proposed Plan	35 points
D. SBEDA	5 points

Evaluation Criteria

A. Experience & Qualifications of the Prime Firm and Key Personnel (45 points)

1. **Experience: (Index and label as Tab "6")** - Provide a narrative (six (6) pages or less) describing the proposed team's qualifications, as they relate to the services outlined in this RFQ, and how the proposed team (Respondent and Sub-Consultants) has worked together in the past on similar projects. Include the number of years working together as a team and note the projects on which the team has worked together.
2. **Proposed Key Personnel:**

Key personnel included in this section are expected to be the same personnel that will be assigned to perform the services outlined in this RFQ, if awarded. The following items are required:

a) Team Organizational Chart (Index and label as Tab "7")

At least one member of the Team must be a registered Architect with a minimum of five (5) years of experience in large-scale facilities (preferably over \$100,000,000). At least one member of the Team must have a license to practice engineering in the State of Texas as a Professional Engineer and have at least five (5) years of commercial project management experience. At least one member of the Team must have knowledge and experience using BIM and Primavera.

Provide a detailed organizational chart or graphic representation of your firm, identifying key personnel who will be assigned to work on the various tasks outlines in this RFQ.

Label each team members' assignments per the scope of services outlined in Section II herein.

In addition, provide a narrative description of the organizational chart, the proposed assignments, roles and responsibilities, lines of authority and communication for each team member proposed for the Project(s).

b) Resumes (Index and label as Tab “8”)

Resumes for each key team member shall be limited to a maximum length of one (1) page and should link back to projects included in the project sheets requested herein. The resumes also may offer information regarding previously completed projects not highlighted in the included project sheets.

Resumes should include:

- License type (if applicable) and number of years licensed;
- Number of years employed with this firm;
- Number of years of experience in the proposed role, corresponding to the assignments included in the organizational chart provided;
- Current office address.

Resumes should not include project pictures or general firm information.

3. Project Sheets (Index and label as Tab “9”)

Utilizing a two (2) page project sheet for each, identify five (5) projects completed in the last five (5) years, giving preference to projects which are similar in scope and size to the scope listed in this RFQ. For each highlighted project, the project sheet should include the following, noting where individuals are the same as proposed for this RFQ (see sample project sheet format included as RFQ Exhibit A hereto):

- 1) Description of the project;
- 2) Year of project’s start and completion;
- 3) Project’s original contract amount and final contract amount;
- 4) Role of prime firm in the project;
- 5) Name of other project stakeholders;
- 6) Proposed Staff Augmentation team members who participated in this project;
- 7) The owner’s name and the name of the representative (if different) who served as owner’s day-to-day liaison in the following format:

Name of Owner: _____
Name of Owner’s Representative: _____
Representative’s Phone Number: _____
Representative’s E-mail: _____

- 8) In tabular form, a list of the prime firm and all subconsultants including their status as Small, Minority or Woman-Owned, SCTRCA certification number (if any). This list shall also include percent of total fee paid to each subconsultant and percent earned by prime consultant

B. Team’s Experience with San Antonio Region Issues and past experience with City of San Antonio contracts (15 points)

1. Narrative of San Antonio Experience (Index and label as Tab “10”)

City is interested in evaluating the firm’s 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 and using a maximum of three (3) pages, briefly describe your firm's experience in the following areas and referencing projects relating to that experience. Note that you may reference projects included in the project sheets under Criteria A or include other projects, but no additional project sheets should be provided under this Criteria B. Include the following information in the narrative:

- a) Firm's experience with public entity clients within San Antonio or the surrounding area;
- b) Firm's experience with public utilities within San Antonio or the surrounding area;
- c) Involvement in project development, as it relates to public awareness in San Antonio and surrounding local area;
- d) Firm's experience with the Henry B. Gonzalez Convention Center, if any.
- e) Firm's experience with City/area construction involving public right-of-way;
- f) Firm's experience with City/area construction costs and practices;
- g) Firm's experience with City's environmental community, conditions and constraints;
- h) Firm's experience with City permitting process.

2. No items shall be submitted by the respondent for this criterion.

A portion of the scoring for these criteria will be based on the City's Consultants' Scorecard, other documentation or experience with City projects. City will consider the compliance history of the firm with regard to project programs, schedules and budgets on previous **City of San Antonio** projects. Specific items for consideration may include, but are not limited to:

- Timely completion of projects;
- Cooperative working relationship with City;
- Prompt payment of Sub-Consultants at all levels;
- Compliance with other contract terms;
- Compliance with City Ordinances on substitution/addition/deletion of Sub-Consultants;
- Provision of contracting opportunities for S/M/WBEs;
- Compliance with City standards;
- Conformance with City budget requirements.

C. Proposed Plan (35 points)

This information should include your firm's proposed management of the organizational structure included in your proposal and the availability of labor resources (capacity to perform) in executing your firm's effort. Your firm shall submit information in a brief narrative plan clearly and concisely that describes the management approach to successfully execute the RFQ's scope of services:

1. Management - (15 points) (Index and label as Tab "11")

Limit your responses to the following listed items to four (4) pages:

- Describe your firm's management approach for acquiring the services outlined in this RFQ throughout the life of the Project.
- Describe your firm's quality control/quality assurance process, approach and capabilities of maintaining quality services in all areas outlined in the RFQ.
- Describe your firm's quality control requirement and evaluation process of team members.
- Describe your firm's approach to assuring timely completion of activities/tasks.

- Describe your firm's approach to managing multiple project schedules to ensure cohesion for the overall Expansion Project.
- Describe your firm's methodology for estimating services.
- Describe your firm's coordination approach between stakeholders and firm's team members.
- List any technologies/tools/software/procedures, along with a descriptive narrative of that item(s), which will be utilized to manage the firm's team/services.
- Describe your firm's methodology for the maintenance of the Project budget.

2. Communications - (10 points) (Index and label as Tab "12")

Limit your responses to the following listed items to two (2) pages:

- Describe your firm's communication methodology and approach for maintaining consistent and accurate information between stakeholders.
- Describe your firm's communication approach to conflict resolution.
- Describe your firm's methodology for assisting with citizen/media inquiries and/or partnering with City on Public Relations requirements/needs.
- Describe your firm's approach to management of project communications in general (files, e-mails, plans, records, meeting notes etc).
- Describe your firm's construction observation approach and your ability to coordinate work with all stakeholders.
- Describe your firm's cost estimating methodology and your approach to construction documents and bid phase management
- Describe your firm's mechanism to track and respond to contractor requests for information, review of change orders, coordinating construction progress meetings with the contractor, preparing and distributing meeting minutes, reviewing contractor schedules and other construction phase services.

3. Outreach and Diversity (10 points) - (Index and label as Tab "13")

Limit your responses to the following listed items to 2 pages:

Respondents will be evaluated and ranked according to submitted documentation:

Based upon overall performance as measured against a variety of factors and indicators, Respondents will be awarded points for their strategies and practices that have been implemented over the past thirty-six (36) months to ensure that they have not discriminated in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers or commercial customers. Respondents are requested to submit a 2 page narrative that describes their outreach and diversity practices in general. Examples of such factors and indicators that Respondents are requested to document include the following:

- Effective outreach practices to inform all segments of the business community, including S/M/WBEs, of contract and subcontract opportunities;
- Demonstrated results in achieving diverse utilization of S/M/WBEs and other business enterprises.
- Track record in entering a successful joint venture with one or more S/M/WBEs.
- History of providing meaningful mentoring to one or more S/M/WBEs.
- Examples of extending insurance coverage for S/M/WBE subcontractors.
- Examples of providing assistance to S/M/WBE firms in obtaining a line of credit.
- Examples of internships/training opportunities provided for minority (and/or women) group members and local university students.
- Established policies and practices of sub-dividing tasks into reasonable units capable of being performed by smaller consulting firms.

- Using the services of, and/or collaborating with, economic development assistance agencies, trade groups and other organizations to conduct broad outreach and/or provide technical assistance to subcontractors, including S/M/WBEs.
- Providing or facilitating training workshops aimed at assisting S/M/WBEs in areas such as financial management, record-keeping, using technology/electronic media, marketing, soliciting and preparing proposals.
- Offering individualized on-site technical or design assistance to S/M/WBEs to compete for specific contracts.
- Offering quality assurance assistance to subcontractors and joint venture partners, including S/M/WBEs, such as policy and procedure development or implementation techniques.
- Offering business counseling and feedback to any S/M/WBE submitting a bid for a subcontract as to why their bid was not accepted.
- Offering a program to assist new, start-up or emerging S/M/WBEs.
- Documented attendance and/or participation in local small business trade fairs, conferences or symposiums.
- Established policy and practice of making prompt payments to subconsultants.
- Awards and/or recognition from business partners, trade groups or other organizations for implementing one or more strategies listed above.
- Debriefings, project meetings, mediation and other conflict resolution mechanisms offered to subconsultants to fairly and promptly address any disputes or problems that have arisen in the course of a project.
- Documentation of any other activity, policy or practice of the Respondent that Respondent believes contributes to equal business opportunity for all segments of the business community, including S/M/WBEs.

D. SBEDA – M/WBE Prime Contract Program (5 points)

Certified M/WBE firms (see *Minority/Women Business Enterprise* definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime Consultants proposing at least 51% SBE participation (Prime and/or Sub-Consultant) will receive five (5) evaluation criteria percentage Points.

No evaluation criteria percentage Points will be awarded to non-M/WBE Prime Consultants through subcontracting to certified M/WBE firms.

8. CONTRACT TEMPLATE AND GENERAL CONDITIONS – (Index and label as Tab “14”)

Respondents are to review the Contract Template and General Conditions provided as RFQ Exhibit B and provide written comments and/or concerns regarding the Contract and General Conditions. If Respondents do not have any comments and/or concerns, Respondent must indicate this in this tab. If no objections are submitted by the Respondent, the City will presume that Respondent will sign the agreement as presented, if a contract is awarded.

9. PROOF OF INSURABILITY – (Index and label as Tab “15”).

Respondent shall submit a copy of their current insurance certificate.

VI. SUBMISSION INSTRUCTIONS

When submitting a Statement of Qualifications 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 7:45 a.m. to 4:30 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 **seven (7)** Qualification Statements which shall include one (1) original unbound Qualification Statement, signed in ink, and **six (6)** printed copies of the submittal, as well as one (1) copy of the entire submittal in an Adobe PDF format on a compact disk (CD) in a sealed package, clearly marked on the front of the package "**RFQ: CAPITAL PROGRAM MANAGEMENT STAFF AUGMENTATION.**" All submittals must be received in the City Clerk's Office at **NO LATER THAN 2:00 PM ON WEDNESDAY, JULY 11, 2012** 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") with criteria information will be counted. Respondent shall adhere to the page limitations for each section as stated herein. Pages which have project photos, charts, and 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. The use of recycled paper is encouraged. Three-ring binders are **NOT** permitted. With regards to other types of binding, plastic (not metal) spiral or "comb" binding is highly 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 & Evaluation Criteria, and each section must be divided by tabs and indexed as indicated in this RFQ. Failure to meet the above conditions may result in disqualification of the proposal.

Respondents who 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, shall match with exact 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.

VII. 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 who 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.

VIII. RESTRICTIONS ON COMMUNICATION

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

Respondents are prohibited from communicating with elected City officials and their staff 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 that 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 PM on Thursday, June 28, 2012**. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by electronic mail or by fax.

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, 9th Floor, Room 900
San Antonio, TX 78205
angelica.mata@sanantonio.gov
Fax: 210-207-4034

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 Outreach and Diversity and Past Utilization of Small, Minority, or Women Owned Business Enterprise (SWMBE) Firms. The point of contact is Brenda Navarro. Ms. Navarro may be reached by telephone at (210) 207-5442 or by e-mail at **brenda.navarro@sanantonio.gov**. Contacts to the Small Business Office regarding this solicitation after the solicitation closing date is not permitted.
4. Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development 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(s). The point of contact is Aurora Perkins, who may be reached by telephone at (210) 207-3996 or by e-mail at **aurora.perkins@sanantonio.gov**. ***This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.***
5. 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.

IX. 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 Contracts, if awarded, will be awarded to the Respondents whose submittals 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, they 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, and 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 with the City in substantially the same form as attached, 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 the City, the 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 the City. The City administers its design and construction management through an Internet-based management system. All vendors will be required to use the City's 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: the 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 are neither officials nor employees of the City, as defined in Section 2-42 of the 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, is (are) and shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or omissions, and that City shall in no

way be responsible for Respondent's actions, and 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 seventh (7th) business day after the date the person:

(1) begins contract discussions or negotiations with City; or

(2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the 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

or

<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 the 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, the 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. **Solicitation Process Review:** Any respondent desiring a review of the solicitation process must deliver a written request to the Director of CIMS within 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.

- O. **Debriefings:** In an effort to improve solicitation responses, CIMS is making available on its web site a "Solicitation Response Tip List" that 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 (1) debriefing per calendar year after the San Antonio City Council has made an award if:
- (a) they are not the selected respondent; and
 - (b) they have not been debriefed since January 1, 2012.

Once a firm has been debriefed, it will not be eligible for future debriefings within that calendar year. Any Respondent meeting the above criteria that desires an individual submittal debriefing must deliver a written request to the CIMS Contract Services Division within seven (7) calendar days from the date a notice of non-selection was sent.

- P. City reserves the right to verify any and all information submitted by Respondents at anytime of the solicitation/evaluation process.
- Q. The City reserves the right to assign multiple firms to multiple projects.
- R. Final approval of a selected firm(s) is subject to the action of the San Antonio City Council.
- S. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City.

XI. SBEDA ORDINANCE COMPLIANCE PROVISIONS

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. In the absence of a waiver granted by the SBO, failure of a Prime Consultant to commit in its response, through a fully-documented and signed SBO-promulgated Sub-consultant/Supplier Utilization Plan form, to 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* form (available at <http://www.sanantonio.gov/edd/SmallBusiness>) with its solicitation response. The Respondent's Waiver request must fully document Sub-consultant 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 Sub-consultants 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.**

A. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2010-06-17-0531 and as amended, also referred to as “SBEDA” or “the SBEDA Program”), which is posted on the City’s Economic Development (EDD) 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.

B. 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.)

Centralized Vendor Registration System (CVR) – a mandatory electronic system wherein the City requires all prospective Respondents and Sub-consultants that are ready, willing and able to sell goods or services to the City to register. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

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 not commercially useful shall be viewed by the 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, the

CONSULTANT shall not be given credit for the participation of its S/M/WBE Sub-consultant or joint venture partner towards attainment of S/M/WBE utilization goals, and the CONSULTANT and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

Evaluation Preference – an API that may be applied by the Goal Setting Committee (“GSC”) to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime CONSULTANTS or Respondents.

Good Faith Efforts – documentation of the CONSULTANT’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 Consultant’s posting of a bond covering the work of SBE or M/WBE Sub-consultants; 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 Sub-consultants.) 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.”

Joint Venture – Joint ventures are manifested by written agreements between two or more Independently Owned and Controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

Minority/Women Business Enterprise (M/WBE) – firm that is certified as a Small Business Enterprise and also as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

M/WBE Directory – a listing of minority- and women-owned businesses that have been certified for participation in the City’s M/WBE Program APIs.

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as a Small Business Enterprise and also as being at least fifty-one percent (51%) owned, managed and controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the CITY. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term “MBE” as used in this Ordinance is not inclusive of women-owned business enterprises (WBEs).

Minority Group Members – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

African-Americans: Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian, or West Indian.

Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.

Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

Native Americans: Persons having no less than 1/16th percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

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 CONSULTANTS and/or Sub-consultants and vendors for CITY contracted goods and/or services.

Prime Consultant – the vendor or consultant 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 CONSULTANT.

Points – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, and Other Services contracts (e.g., up to 10 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

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 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 Consultants 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 Sub-consultants.

When specified by the GSC, the *Subcontractor/Supplier Utilization Plan* form submitted by CONSULTANT may also be required to reflect Good Faith Efforts that a Prime Consultant 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 Economic Development Department (EDD) 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 EDD 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 CONSULTANT and vendor compliance with contract participation requirements, and ensuring that overall Program goals and objectives are met.

Small Minority Women Business Enterprise Program (S/M/WBE Program) – the combination of SBE Program and M/WBE Program features contained in the SBEDA Ordinance.

Sub-consultant – any vendor or consultant that is providing goods or services to a Prime Consultant or CONSULTANT in furtherance of the Prime Consultant’s performance under a contract or purchase order with the City. A copy of each binding agreement between the CONSULTANT and its Sub-consultants 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 CONSULTANT'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 CONSULTANT's commitment for the use of Joint Venture Partners and/or Sub-consultants/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 CONSULTANT's Joint Venture partners and Sub-consultants/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Sub-consultant/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Sub-consultant/Supplier names, scopes of work, or dollar values of work to be performed requires an amendment to this Agreement to be approved by the EDD Director or designee.

Women Business Enterprises (WBEs) - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being a Small Business Enterprise and that is at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term "WBE" as used in this Agreement is not inclusive of MBEs.

C. SBEDA Program Compliance – General Provisions

As CONSULTANT 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 CONSULTANT'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. CONSULTANT voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the 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 Sub-consultants 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 shall immediately notify the SBO, in writing on the Change to

Utilization Plan form, through the Originating Department, of any proposed changes to CONSULTANT'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 CONSULTANT to replace the Sub-consultant / 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 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. CONSULTANT shall require new Sub-consultants or Suppliers, prior to submission of CONSULTANT's Change to Utilization Plan form, to register in the Centralized Vendor Registration system, before seeking SBO approval.

5. CONSULTANT 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. CONSULTANT shall retain all records of its Sub-consultant 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 CONSULTANT's Subcontractor / Supplier Utilization Plan, the CONSULTANT shall not be given credit for the participation of its S/M/WBE or HUBZone Sub-consultant(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.
8. CONSULTANT acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the CONSULTANT and each of its Sub-consultants for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System, and CONSULTANT has represented to CITY which primary commodity codes each registered Sub-consultant will be performing under for this contract.

D. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiatives (APIs) to this contract. CONSULTANT hereby acknowledges and agrees that the selected API requirements 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 is material to its satisfactory performance under this Agreement:

M/WBE Prime Contract Program. In accordance with the SBEDA Ordinance, Section III. D. 4. (b), this contract is being awarded pursuant to the M/WBE Prime Contract Program and as such, CONSULTANT affirms that if it is presently certified as an M/WBE (see *Minority/Women Business Enterprise* definition), CONSULTANT agrees not to subcontract more than 49% of the contract value to a non-M/WBE firm; **and**

SBE Subcontracting Program. In accordance with SBEDA Ordinance Section III. D. 3. (a), this contract is also being awarded pursuant to the SBE Subcontracting Program. CONSULTANT agrees to subcontract at least **twenty-five (25%)** of its prime contract value to certified SBE firms headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area (SAMSA). The Subcontractor/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, the 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, the 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 company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Sub-consultants, 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. CONSULTANT's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby 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 contract 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 subcontract participation is accurate. CONSULTANT shall pay its Sub-consultants 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 CONSULTANT's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONSULTANT, and no new CITY contracts shall be issued to the CONSULTANT 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.

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 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 CONSULTANT 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).