

City of San Antonio Office of Cultural Affairs
Public Art San Antonio (PASA)

FY 2013 Call for Artists' Qualifications

CAPITAL PROJECTS ARTIST POOL

Other Requirements:

City reserves the right to reject any or all submittals and/or to waive any irregularities and/or accept any submittal it deems to be the City's best interest.

In its sole discretion, the City reserves the right to withdraw the Call for Artists without notice before or after receiving submittals. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting responses to this Call for Artists.

This Call for Artists is made subject to correction, errors, and omissions. Information is for guidance only, and does not constitute any part or all of an agreement.

City reserves the right at any time to issue a subsequent Call for Artists, cancel the entire Call for Artists, and/or remedy technical errors in the Call for Artist process.

City reserves the right to ask for presentations and/or ask for clarifications from any or all respondents prior to selection for contract award.

City reserves the right to negotiate changes to the requirements and other terms and conditions prior to the award of contract with selected artist/design teams.

Amendments to the RFQ

Changes, amendments, or written responses to questions received in compliance with 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 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.

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:

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 Workshop.
2. Respondents may submit written questions concerning this RFQ to the Staff Contact Person listed in the address below until 4:00 PM on July 24th. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by e-mail or by fax:

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

Carisa Gamez, Contract Coordinator
City of San Antonio, Capital Improvements Management Services Department
Contract Services Division
114 W. Commerce Street, Room 900, San Antonio, TX 78205
Email: Carisa.Gamez@sanantonio.gov
Fax: 210-207-4034

3. 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;

XIV. 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. 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 San Antonio 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 San Antonio 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 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 RFQ 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 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 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 A 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. Solicitation Process Review: Any respondent desiring a review of the solicitation process must deliver a written request to the Director of Capital Improvements Management Services (hereafter referred to as "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.
- N. Debriefings: Each respondent is entitled to 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 within seven (7) calendar days from the date the notice of non-selection was sent.