

CITY OF SAN ANTONIO  
AVIATION DEPARTMENT  
AND  
CAPITAL IMPROVEMENTS MANAGEMENT SERVICES



**REQUEST FOR QUALIFICATIONS:**

**DESIGN CONSULTING SERVICES FOR A  
CONSOLIDATED RENTAL CAR FACILITY/  
OTHER LANDSIDE FACILITIES  
(AIRPORT TRANSIT CENTER)**

RFQ #: CIMS092412MN

**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.**

**RFQ ISSUE DATE: September 24, 2012  
SUBMITTAL DEADLINE: 2:00 P.M. October 24, 2012**

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## I. BACKGROUND

The City of San Antonio (hereafter referred to as “the City”) Aviation Department and Capital Improvements Management Services (hereafter referred to as “CIMS”) seek an architectural and engineering design services Consultant (hereafter referred to as “Respondent”) to plan and design a Consolidated Rental Car Facility/Other Landside Facilities (hereafter referred to as “Airport Transit Center”) that will provide ground/air transportation interface and include consolidated rental car facilities, public parking and related infrastructure for the San Antonio International Airport (hereafter referred to as “the Airport”). The successful Respondent shall be required to demonstrate the ability and resources necessary to perform the scope of services requested.

The Airport serves the San Antonio Metropolitan Area and south-central Texas by providing essential air service for passenger, air cargo and other aviation-related needs. Located 9.7 miles north of downtown San Antonio, the Airport has six domestic commercial airlines, three international airlines and two air cargo/express delivery companies.

Nine rental car brands (hereafter referred to as “RACs”) currently operate from counters located on the baggage claim level of the Airport’s Terminal A. Two RACs have pick-up, return and service facilities located on Airport property. The remaining seven RACs are located within a two-mile radius of the Airport. Currently, all the RACs pick-up and return service facilities require bus transportation to and from the terminal buildings. In addition, several RACs not currently serving the Airport have expressed interest in serving the Airport in the future.

The Airport Transit Center will accommodate the Airport’s landside rental car requirements. The City addressed rental car facility requirements in the 2008 Rental Car Facilities Study prepared by Ricondo and Associates that explored various potential sites and configurations. The study estimated the size of the facility at one million square feet. This information was also reflected again in the 2011 Airport Master Plan. Both studies are available to Respondents for review. Each of these documents concluded that there is a demonstrated need for an Airport Transit Center to accommodate rental car and other related landside activity at the Airport. These documents show, at a minimum, the need for a structure and improvements on the magnitude of approximately 2,600 ready/return spaces, a customer service center, a Quick Turn-Around (hereafter referred to as “QTA”) facility allowing RACs to provide vehicle service support, and other essential supplemental functions. In addition, there are approximately 175 public hourly parking spaces that are being displaced that should be considered in the planned facility.

The Airport Transit Center is required to:

- Improve customer service
- Provide a more user-friendly interface between ground and air transportation,
- Improve air quality
- Enhance operation efficiency
- Meet future needs (public parking and rental car industry)
- Create a stable rental car operating and facility environment.

The RACs and the City have concluded that the Airport Transit Center shall be located in proximity to the terminal building and not require busing of passengers. The foregoing notwithstanding, the Airport Transit Center shall not adversely affect terminal area operations and traffic flow and shall complement current Airport passenger parking operations.

The design of the Airport Transit Center is scheduled to begin in early 2013, upon award of a contract resulting from this RFQ. The construction of the Airport Transit Center shall be through the Construction Manager at Risk (hereafter referred to as “CMR”) delivery method. Construction for the Airport Transit Center is expected to be completed for occupancy by 2017.

### **Purpose and Intent**

It is the intent of the City to develop an Airport Transit Center with amenities consistent with current standards of other U.S. airports. The “turn-key” Airport Transit Center may include, but is not limited to, any or all of the following for consideration:

- RAC customer service center
  - RAC customer counters
  - Queue space
  - RAC offices
  - Restrooms
  - Storage areas
  - Common walkways
  - Customer information systems
  - Exclusive support space for office/breakroom
  - Third (3<sup>rd</sup>) party Airport Transit Center Manager’s office space
  
- Ready/Return
  - Customer service offices and booths
  - Vehicle staging areas
  - Ready parking stalls
  - Return lanes
  - Exclusive exit booths
  - Customer service kiosks
  - Perimeter security
  - Dedicated ramp for customers
  - Dedicated ramp for shuttle operations
  
- Quick Turn Around (QTA) facility, exclusive use and/or common use
  - Vehicle fueling system
  - Fuel storage
  - Fuel islands
  - Electric vehicle charging stations
  - Carbon monoxide exhaust systems
  
- Vehicle wash facilities/systems
  - Wash bays
  - Vehicle wash systems
  - Waste water management systems
  - Hazardous material capture and accountability systems
  - Vacuum stations
  - Vacuum systems
  
- Exclusive Use Vehicle Light Maintenance Bays
  - Tire change
  - Oil change
  - Oil/waste oil storage
  - Parts and material storage areas
  - Other light maintenance
  
- Traffic planning

- Patron pedestrian access to and from terminal area
- RAC service vehicles access to and from facilities
- RAC car customers vehicle ingress and egress to and from the Airport Transit Center without interfering with landside terminal operations
- Related infrastructure and utilities
- Public parking
  - Integrate the Airport Transit Center with public parking
  - Replace displaced public parking
  - Address associated infrastructure
  - Interface public parking revenue control system (if necessary)
- Security systems
  - Perimeter security
  - Vehicle security
  - Physical barriers
  - Observation systems
- Commercial planning
  - Food/beverages
  - News/gift
  - Vending
  - Advertising
- Passenger/employee services
  - Airline check in
  - Passenger baggage services

Traffic and vehicle movement to and from the Airport Transit Center shall be addressed by the selected Respondent. Dedicated rental car vehicle ingress and egress from the Airport Transit Center is required to separate rental car traffic from public parking traffic and minimize rental car traffic on terminal roadways and curb fronts. Walkways and other forms of pedestrian transfer facilities should connect the terminal and Airport Transit Center facilities.

Also, the selected Respondent must consider an access corridor for a future transit system, as suggested in the Airport Master Plan. This Airport Transit Center corridor shall be the point of access to the Transit System for the terminals.

### **Minimum Qualifications**

To be selected, Respondent shall meet the following minimum qualifications:

1. The Respondent must demonstrate that it was the Architect or Engineer of Record for a transit center facility at an airport:
  - Valued at a minimum of \$50 million in total construction cost that included:
    - An Airport Transit Center to accommodate rental car operations and other activities in a complex terminal area environment with on-going terminal operations
    - Vehicle fueling and fueling systems at, within or around a QTA
    - Successful “way finding” program for both the terminal roadway area and the terminal building

- Completed within the past 10 years
  - At an airport similar in size and other characteristics to San Antonio International Airport
  - Involved multiple competing stakeholders with
    - Technical representatives group and project representatives
    - Differing RAC operating characteristics
    - Competing RAC design criteria
2. The individual proposed to be the Architect or Engineer of record shall possess a valid State of Texas professional registration in the claimed field of expertise.

**Preferred Qualifications**

The successful Respondent shall possess a range of architectural, engineering and project management expertise required to plan and design an Airport Transit Center to include consolidated rental car facilities, garages and parking facilities within the context of a complex airport environment.

The Respondent shall propose a Project Manager who will remain assigned to the Project from its beginning through final completion. The Respondent shall assemble a multi-disciplinary team experienced with the development of an Airport Transit Center in a complex environment.

The successful Respondent’s submittal shall provide the City with information that reflects how the Respondent’s skill, experience, knowledge and innovative solution seeking approaches are used to successfully resolve the following key challenges:

***Feasibility***

1. Program, plan and design an Airport Transit Center that provides efficient operations for the individual rental car brands or corporate families at a high degree of stakeholder satisfaction.
2. Working with the Airport’s commercial staff to integrate a commercial plan for services and revenue generating activities in each of the actual alternatives developed.
3. Develop and achieve consensus on a thorough basis of design for the various facilities among highly competitive stakeholders.
4. Integrate the Airport Transit Center and public parking facilities while maximizing satisfactory customer service for each.
5. Integrate user demand and revenue models to develop the Airport Transit Center concept.
6. Prepare capital and operational cost estimates for the Airport and its financial consultants.
7. Phase project delivery in response to site constraints and maintaining a high level of Airport customer service.
8. Align programming and concept development with the Airport business model and financial forecasts prepared by others.

***Design***

1. Successfully resolve building code issues, particularly fire code and environmental issues associated with providing fueling facilities within the structures, to maximize facility functionality.
2. Incorporate “green building” features where practicable and applicable, with a goal of achieving LEED certification of the Airport Transit Center.
3. Provide a customer service facility that maximizes functionality, is visually attractive and provides a high level of convenience.
4. Integrate architectural concepts and aesthetic appearance with existing palettes, material use and other City requirements.

5. Work with the City's Public Art Program to select an artist who will work collaboratively with Airport to incorporate innovative and publicly accepted public art.
6. Maximize facility efficiency within a complex site that has operational and physical constraints.
7. Incorporate intuitive "wayfinding" and clear, customer-friendly and unobtrusive signage.
8. Successfully implement wayfinding, revenue control, vehicle security, personal security and other information technology systems (such as REVIT) into the facility design, at a level acceptable to the City to maximize efficiency, customer service, and serviceability of each facility.
9. Prepare and utilize a building information model (BIM).
10. Maximize vehicle and pedestrian customer service and flow and interface effectively with surrounding facilities including roadways and terminals.
11. Maximize user comfort in terms of light, air quality, security and safety.
12. Coordinate with the CMR regarding design and construction staging and access issues.
13. Perform alternate code review and/or risk based assessment, particularly in regards to fueling facilities in a multi-level or structured arrangement.

### ***Management***

1. Manage project expectations to maximize scope and quality within the established budget and schedule.
2. Provide contract document plans and documentation that ensure construction is achieved within cost, schedule and quality expectations.
3. Provide construction plans and specifications suitable for bidding and awarding a construction contract, in accordance with City standards and procedures.
4. Provide construction administration services under a CMR delivery method.
5. Assist the City in advocating for the transit center and public parking facilities with other stakeholders.
6. Manage its consultant team effectively and communicate effectively with client.
7. Provide support for a business case for increasing cost and scope of the Airport Transit Center to offset operational inefficiencies.
8. Use Airport/City CAD and document control standards.
9. Keep track of separate cost for the Airport Transit Center and public parking facility for respective stakeholders and authorities.
10. Provide quality control (resident inspection) services during construction.

## **II. SCOPE OF WORK**

If the City chooses, the successful Respondent shall provide design services through three separate phases and related management/administrative services:

### **PHASE ONE**

Phase One will include traditional programming, preliminary and conceptual designs with alternatives, and schematic design development documents. The design must reflect all functions and systems needed to meet Airport Transit Center requirements.

The work shall include the preparation of a rough magnitude cost estimate and a Critical Path Project schedule. The design team will interface with the selected CMR during this phase to confirm Airport Transit Center construction costs. Collectively, the Phase I deliverables will provide information to determine the "go or no-go" status of the project.

Issue identification -- during Phase One, issues that would affect the Critical Path, development schedule, construction schedule, project cost, functionality, or practicality are to be identified. Issues identified are to be taken into consideration in the preparation of the Critical Path and rough magnitude cost estimates.

For example -- issues could relate to things like existing conditions, building and regulatory codes and permitting, environments matters, geo technical and subsurface conditions.

NOTE: There will be a pause in the design process between Phase One and Phase Two. If Phase One efforts are approved, authorization to proceed with Phase Two work will be given to the selected Respondent. The City does not guarantee any quantity of work or the approval of the additional phase(s).

### **PHASE TWO**

Phase Two will continue design through 100% construction document and specifications and the development of a detailed cost estimate. During Phase Two, the selected Respondent will interface with CMR for purposes of value engineering and price verification, for developing a Guaranteed Maximum Price (hereafter referred to as "GMP").

Phase Two design will include regular scheduled presentations to Aviation and RACs not limited to traditional 30, 60, and 90% delivery and review of plans and specifications. The City may require additional presentations as needed to City personnel, RACs and the general public.

NOTE: There will be a pause after the GMP process between Phase Two and Phase Three to issue bonds to fund the construction of the Project.

### **PHASE THREE**

Phase Three is contingent upon bond financing and will include Construction Administration and other Project closeout responsibilities through final completion of the Project.

In addition to the Phase requirements above, the selected Consultant shall provide management and administrative support to the Project.

## **III. SCHEDULE OF EVENTS**

The following is a tentative schedule the solicitation and evaluation of this RFQ:

Pre-Submittal Conference	October 4, 2012, 2:00 p.m.
Deadline for Submission of Written Questions	October 11, 2012, 4:00 p.m.
Responses Due	October 24, 2012, 2:00 p.m.
Interviews, if necessary and if invited*	The week of November 26, 2012
City Council Consideration	January 31, 2013

\*Respondents are encouraged to maintain availability for interviews during this week, should they be invited.

## **IV. PRE-SUBMITTAL CONFERENCE**

A Pre-submittal Conference will be held on, **October 4, 2012 at 2:00 p.m.** in the **Main Auditorium on the 1<sup>st</sup> floor of the San Antonio Central Library, 600 Soledad Street, San Antonio, Texas 78205.** Attendance at the Pre-Submittal Conference is strongly encouraged. At this meeting, City staff will discuss the scope of work, general contact issues and respond to questions from the attendees.

**Staff will not be available to respond to individual inquiries regarding the project scope outside of this Pre-Submittal Conference.** Respondents are encouraged to prepare and submit their questions in writing at least 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 answered 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 San Antonio Central Library is wheelchair accessible. The accessible entrances are located at 600 Soledad Street. Accessible parking spaces are located at the Library's parking garage. An interpreter 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 to 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. AMENDMENTS TO RFQ

Changes, amendments, or written responses to questions received in compliance with Section VI, 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 Aviation in accordance with Section VI; Restrictions on Communication, stating the Respondent's 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.

## VI. RESTRICTIONS ON COMMUNICATION

- A. Respondents are prohibited from communicating with elected City officials and their staff regarding the RFQ or Submittals from the time the RFQ has been released until the contract has been posted as a City Council agenda item.

Respondents are prohibited from communicating with City employees regarding the RFQ or Submittal 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 proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the restriction on communication with City employees include:

1. Respondents may ask questions concerning this RFQ at the Pre-Submittal Conference.
2. Respondents may submit written questions concerning this RFQ to the Staff Contact Person listed below until **4:00 p.m., local time, on October 11, 2012, 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 to:

Marissa Newman, Contract Officer, 207-8063 (via fax) or [marissa.newman@sanantonio.gov](mailto:marissa.newman@sanantonio.gov)

However, questions sent by certified mail, return receipt requested, will also be accepted if received by the stated deadline and should be addressed to:

Marissa Newman, Sr. Management Analyst  
City of San Antonio, Capital Improvements Management Services Department  
Contract Services Division  
114 W. Commerce Street, Room 900, San Antonio, TX 78205

3. Respondents and/or their agents are encouraged to contact the Small Business Office of the Aviation Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form. The point of contact is Lisa Brice. Ms. Brice may be reached by telephone at (210) 207-3505 or by e-mail at [Lisa.Brice@sanantonio.gov](mailto:Lisa.Brice@sanantonio.gov). *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office of the Aviation Department regarding this solicitation, after the solicitation closing date.*
  4. Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from such selection committee meetings as it deems in its best interests.
  5. Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than seven (7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.
- B. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations, initiated by City staff persons, shall not be considered a violation by Respondent of this section.

## VII. SUBMITTAL REQUIREMENTS

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

1. Executive Summary – Respondent shall provide a Executive Summary which includes an overview of the project team, rationale for teaming, highlights of the team's experience, introduction of the project manager, the names of other key personnel and a statement as to why Respondent is the best team for the project. (The Executive Summary shall be limited to 3 pages.)
2. Submittal Cover/Signature Page (Form #1) – Respondent shall complete, sign, and submit RFQ Attachment 1. Place this item under Tab "1" in the submittal.

The Submittal Cover/Signature Sheet must be signed by a person or persons authorized to bind the entity or entities submitting the response. Submittals signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority. **Joint Ventures require signatures from all firms participating in the Joint Venture. Joint Ventures are required to provide legal proof of the Joint Venture such as a Joint Venture agreement as an attachment to their submittal.**

3. Submittal Checklist/Table of Contents (Form #2) – Respondent shall complete and submit RFQ Attachment 2. Place this item under Tab “2” in the submittal.
4. Discretionary Contracts Disclosure Form (Form #3) – Respondent shall complete, print, sign and submit the Discretionary Contracts Disclosure located online at:

<http://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>

Place this item under Tab “3” in the 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) – Respondent shall complete and submit RFQ Attachment 3. Place this item under Tab “4” in the submittal. If necessary include additional pages for explanation.

**If Respondent is proposing as a team or Joint Venture, each party to that team or Joint Venture shall complete and submit a separate form with the submittal.**

6. Statement of Qualifications (“SOQ”) - Narrative document that addresses all evaluation criteria in Section VIII of this RFQ. This section is limited to fifteen (15) pages not including forms and attachments and should be labeled or indexed as Tab “6” in submittal.

**A. Background, Experience and Qualifications of Respondent team (including Prime Firm, Co-Respondents, Joint Venture Parties or Partners, Sub-Consultants) and Key Personnel (55%)**

1) **Proposed Key Personnel/Organizational Chart (indexed and labeled as Tab “5”):**

Provide a detailed organizational chart or graphic representation of your team, identifying key personnel who shall be assigned to work on the various tasks assigned through this contract. Describe, in graphic and written form, the proposed assignments and lines of authority and communication for each team member to be directly involved in the project(s). Also identify the firm for which each team member is employed.

2) **Minimum Qualifications (indexed and labeled as Tab “6-1”)** - Summarize compliance with each of the Minimum Qualifications stated in RFQ Section I, Background. The Minimum Qualification summary shall be limited to 1 page.

3) **Team Profile (indexed and labeled as Tab “6-2”)** – Provide a description of the consultant team, their qualifications and experience, including Prime Firm, Co-Respondents, Joint Venture Parties or Partners and Sub-Consultants and identify which will provide the following services (this section is limited to 10 pages):

- a. Consolidated Rental Car Facility Programming
- b. Public Garage Programming
- c. Airport Transit Center Programming for facilities that include a consolidated rental car facility and public parking
- d. Architectural Concepts
- e. Architectural Design
- f. Structural Engineering
- g. Fire Engineering
- h. Mechanical Engineering
- i. Electrical Engineering

- j. Alternative Code Review and Risk-Based Assessment
  - k. Environmental Engineering
  - l. Traffic Engineering
  - m. Civil Engineering
  - n. Fuel System Engineering
  - o. Surveying and Geo and Material testing
  - p. Wayfinding
  - q. Any other services provided by firms whose experience and expertise is necessary to respond to RFQ Section II, Scope of Services and meet the Preferred Qualifications established in RFQ Section I, Background.
- 4) **Project Sheets (indexed and labeled as Tab “6-3”)-** Using up to four (4) pages for each Project Sheet, identify five (5) projects completed in the last ten years. Each Project Sheet shall include (this section is limited to 20 pages):
- a. Project name and description which highlights how Respondent meets Preferred Qualifications stated RFQ Section I, Background.
  - b. List of team members (Prime Firm, Co-Respondents, Joint Venture Parties or Partners and major Sub-Consultants) along with key personnel who were assigned to or who were under contract for each Project. Provide details regarding the entities’/individuals’ respective roles. If any are proposed to be assigned to or contracted for the Project resulting from this RFQ, note what role they will play.
  - c. Relevant Project Dates: Contract Award, Contract Completion, and Construction Dates (start/completion)
  - d. Project’s original construction contract amount and final construction contract amount;
  - e. Role of prime firm in the Project;
  - f. Names of Design Architect; Project Estimator; and Project Manager; and Construction Observer;
  - g. The owner’s name and the name of the Owner’s Representative (if different) who served as the owner’s day-to-day liaison during the design/construction phase of the project in the following format:
    - Name of Owner: \_\_\_\_\_
    - Name of Owner’s Representative: \_\_\_\_\_
    - Representative’s Phone Number: \_\_\_\_\_
    - Representative’s E-mail: \_\_\_\_\_
  - h. Description of the project including level of LEED certification obtained, if any
  - i. A table showing the Prime Firm, Co-Respondents, Joint Venture Parties or Partners and major Sub-Consultants including their status as Small, Minority or Woman-Owned, The South Central Texas Regional Certification Agency (SCTRCA) certification number (if any), amount paid to each Sub-Consultant and amount earned by prime consultant.
  - j. Photograph of the elevation of the facility and other pertinent photos.
- 5) **Resumes (indexed and labeled as Tab “7”)-** Respondent shall provide a one page resume for each key team member identified in the Organizational Chart. Resumes should link back to Project Sheets, if applicable. If person did not work on the Project Sheet projects, then the resume should show projects where the person performed similar roles proposed for the City’s project. Resumes shall include:
- a. License type (if applicable) and number of years licensed
  - b. Number of years employed with the Respondent or sub-consultant firm

- c. Number of years of experience in proposed role as identified on the Organizational Chart
- d. Experience with the use of BIM technology in delivery of previous construction projects (particularly identify if any were those projects included in the Project Sheets)
- e. LEED Accreditation, if any
- f. City/State of residence and City/State of office from which person is officially based, if different

**B. Project Approach/Management Plan (35%)**

This information shall include Respondent’s proposed organizational structure and the availability of labor resources (capacity to perform) in executing the firm’s effort. Respondent shall submit information in a brief narrative plan (limited to no more than three pages) which clearly and concisely describes the organization and approach to project management and execution. This section shall be limited to 5 pages and placed under **Tab “8”** in the submittal.

- 1) Describe Respondent’s approach to overall team formation and coordination of team members;
- 2) Detail the current capacity of key personnel, the percent of time to be spent on this project and the Respondent’s capabilities to complete the services outlined herein;
- 3) Briefly describe Respondent’s understanding of this project, including all of the requirements to successfully complete the project. Provide the approach of your firm and/or team partner(s) to meet those requirements and comprehensively address all the issues, standards and requirements needed to produce a finished project. Include, in the narrative, the Respondent’s approach to:
  - a) master planning and programming;
  - b) project management approach;
  - c) design management including quality control and quality assurance;
  - d) construction management;
  - e) schedule management.
- 4) Describe the Respondent’s approach to stakeholder involvement and to providing seamless, successful delivery of the services outlined in this RFQ.
- 5) Describe your understanding of and approach to using the REVIT model in the delivery of the project. This information should include the firm’s capabilities in the use of BIM technology including past experience with the use of BIM technology.
- 6) Provide information related to Respondents or any of its proposed team members’ failure to complete any contract awarded and an explanation. If respondent and its proposed team members have never failed to complete a contract awarded, please include a statement affirming this.
- 7) Describe Respondent’s approach if multiple packages were needed to facilitate a fast track design.
- 8) Provide a preliminary program schedule (from notice to proceed to substantial completion) based on prior experience

**C. Small Business Economic Development Advocacy Program (10%)-** Respondent shall submit completed and signed Subcontractor/Supplier Utilization Plan Form (Form #5). This form shall be indexed and labeled as “**Tab 11,**” and need only be placed in the ORIGINAL SUBMITTAL ONLY.

**1) SBEDA - SBE Prime Contract Program – 5 %.**

Certified SBE firms 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, **and**

2) **SBEDA – M/WBE Prime Contract Program –5 %.**

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% M/WBE participation (Prime and/or Sub-Consultant) will receive five (5) evaluation criteria percentage points.

No evaluation criteria percentage Points will be awarded to non-SBE or non-MWBE Prime Consultants through subcontracting to certified SBE or MWBE firms.

7. Letters of Reference (Required) – Respondent shall provide a maximum of five, one-page letters of reference. Place these items under **Tab “9”** in the submittal.

8. Proof of Insurability – Respondent shall submit a letter from insurance provider stating provider’s commitment to insure the Respondent for the types of coverages and at the levels specified in RFQ Exhibit A if awarded a contract in response to this RFQ. Respondent shall also submit a copy of their current insurance certificate. Place these items under **Tab “10”** in the submittal.

9. ARCHITECTURAL CONTRACT TEMPLATE AND GENERAL CONDITIONS – (Index and label as Tab “12”)

Respondents are to review the Architectural Contract Template (Exhibit “A”) and General Conditions (RFQ Exhibit “B”) on this RFQ 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.

Respondent is expected to examine this RFQ carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THE ABOVE-REFERENCED DOCUMENTS MAY RESULT IN THE RESPONDENT’S SUBMITTAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

<b>Evaluation Criteria Summary:</b>	<b>Maximum Points</b>
<b>A. Background, Experience and Qualifications of Respondent team (including Prime Firm, Co-Respondents, Joint Venture Parties or Partners, Sub-Consultants) and Key Personnel</b>	<b>55 Points</b>
<b>B. Project Approach/Management Plan</b>	<b>35 Points</b>
<b>C. Small Business Economic Development Advocacy Program</b>	<b>10 Points</b>
<b>Total Maximum</b>	<b>100 Points</b>

## VIII. 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 during regular business hours of 7:45 a.m. to 4:30 p.m. 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. 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 eleven (11) SOQ which shall include one (1) original unbound SOQ, signed in ink, and ten (10) printed and bound copies of the SOQ, as well as one (1) copy of the entire SOQ in an Adobe PDF format on a compact disk (CD) in a sealed package clearly marked on the front of the package "DESIGN CONSULTING SERVICE FOR THE AIRPORT TRANSIT CENTER FACILITY." **All submittals must be received in the Office of the City Clerk no later than 2:00 P.M., local time, on October 24, 2012, at the address indicated below. Any submittal received after this time shall not be considered.**

Mailing Address:

Office of the City Clerk, Attn: CIMS Department  
P.O. Box 839966  
San Antonio, Texas 78283-3966

Physical Address:

Office of the City Clerk, Attn: CIMS Department  
100 Military Plaza  
City Hall, 2<sup>nd</sup> 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. Pages that 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 permitted, and with regards to other types of binding, plastic (not metal) spiral, or "comb" binding is recommended. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that 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 VII, Submittal Requirements, and each section must be divided by tabs and indexed in the Submittal Checklist and Table of Contents page. Failure to meet the above 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 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.

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

## **IX. AWARD OF CONTRACT AND RESERVATION OF RIGHTS**

- A. The City reserves the right to award more than one, or no contract(s), in response to this RFQ.
- B. The Contract(s), 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.
- C. The 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 the City. However, final selection of a Respondent is subject to City Council approval.
- D. The 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. The City also reserves the right to terminate this RFQ and reissue a subsequent solicitation and/or remedy technical errors in the RFQ process.
- E. The City will require the selected Respondent(s) to execute a contract with the City in substantially the 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 RFQ and the contract. Contract documents are not binding until approved by the City Attorney.
- F. 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.
- G. This RFQ does not commit City of San Antonio to enter into a Contract, award any services related to this RFQ, nor does it obligate the City of San Antonio to pay any costs incurred in preparation or submission of a response or in anticipation of a contract.
- H. The City administers its design and construction management through an Internet-based management system. All vendors will be required to use the City's internet-based system and submit schedules using Primavera Project Manager 5.X or Primavera Contractor 4.1 or above.
- I. 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.

- J. Respondent is required to warrant and certify that it, its officers, employees and agents neither are officials nor employees of the City, as defined in Section 2-42 of the City's Ethics Code. (Discretionary Contracts Disclosure Form – Instructions and web-link to the electronic form are included in RFQ Section VI, Submittal Requirements.)
- K. 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 of San Antonio 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.
- L. 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 the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7<sup>th</sup> business day after the date the person: (1) begins contract discussions or negotiations with the City of San Antonio; or (2) submits to the City of San Antonio 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](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, 2<sup>nd</sup> floor, 100 Military Plaza, San Antonio, TX 78205. Respondent should consult its own legal advisor with questions regarding the statute or form.

- M. All submittals and/or any portions thereof become the property of the City of San Antonio 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 of San Antonio 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.
- N. Any cost or expense incurred by the Respondent that is associated with the preparation of the submittal, the Pre-Submittal Conference, if any, or during any phase of the selection process shall be borne solely by Respondent.
- O. All provisions in Respondent's submittal shall remain valid for one hundred twenty (120) days following the deadline date for submissions or, if a submittal is accepted, throughout the entire term of the contract.
- P. Subsequent to the issuance of this solicitation, the City reserves the right to amend it, waive any requirement or irregularity, request modifications to submittals, providing all respondents are treated equally and reject any and all submittals for any reason. The City further reserves the right to award one or more contracts for the project as deemed in its best interest, and to request changes in the composition of any Respondent team.

- Q. City reserves the right to verify any and all information submitted by Respondents at anytime of the solicitation/evaluation process.
- R. Final approval of a selected Respondent(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
- T. 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 Director of CIMS receives a timely written request, the Director of CIMS, or designee, shall review the respondents concerns and the solicitation process for legitimacy and procedural correctness. After performing a full review, the Director of CIMS will notify the respondent in writing of his/her determination.
- U. Individual Submittal Debriefings. In an effort to improve solicitation responses, Respondents are encouraged to visit the CIMS Department web site to review 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 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-time debriefing after City Council has made an award if: (a) they are not the selected respondent and (b) they have not been debriefed since. Once a Respondent has been debriefed, they will not be eligible for future debriefings on future solicitations. Any Respondent meeting the above criteria, that desires an individual submittal debriefing must deliver a written request to the Director of Aviation within 7 calendar days from the date the notice of non-selection was sent.

## X. SBEDA ORDINANCE COMPLIANCE PROVISIONS

### A. Solicitation Response and Contract Requirements and Commitment

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.

**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.**

### B. 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.

### C. Definitions

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

**Centralized Vendor Registration System (CVR)** – a mandatory electronic system wherein the City requires all prospective Respondents and SubConsultants 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

RESPONDENT to perform such “pass-through” or “conduit” functions that are not commercially useful shall be viewed by the CITY as fraudulent if RESPONDENT 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 RESPONDENT shall not be given credit for the participation of its S/M/WBE subConsultant or Joint Venture partner towards attainment of S/M/WBE utilization goals, and the RESPONDENT 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 RESPONDENTS or Respondents.

**Good Faith Efforts** – documentation of the RESPONDENT’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 SubConsultants; 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 RESPONDENT’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.”

**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 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 1/16<sup>th</sup> 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 RESPONDENTS and/or Sub-Consultants and vendors for CITY contracted goods and/or services.

**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).

**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 RESPONDENT.

**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, RESPONDENT 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.

**Responsive** – a firm’s submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

**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.

**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 RESPONDENT 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 RESPONDENT and its subConsultants 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 RESPONDENT’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.

**Sub-Consultant/Supplier Utilization Plan** – a binding part of this contract agreement which states the RESPONDENT’s commitment for the use of Joint Venture Partners and / or SubConsultants/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 RESPONDENT’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, of 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.

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

As RESPONDENT 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 RESPONDENT’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. RESPONDENT voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, RESPONDENT further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. RESPONDENT shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding RESPONDENT’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 SubConsultants with this term;
2. RESPONDENT 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 RESPONDENT or its SubConsultants or suppliers;

3. RESPONDENT 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. RESPONDENT shall immediately notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to RESPONDENT's Sub-Consultant / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by RESPONDENT to replace the Sub-Consultant / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Sub-Consultant / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by RESPONDENT of work previously designated for performance by Sub-Consultant or supplier, substitutions of new Sub-Consultants, terminations of previously designated Sub-Consultants, or reductions in the scope of work and value of work awarded to Sub-Consultants or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.
5. RESPONDENT 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. RESPONDENT 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 RESPONDENT's Sub-Consultant / Supplier Utilization Plan, the RESPONDENT 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 RESPONDENT and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.
8. RESPONDENT acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the RESPONDENT 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 RESPONDENT has represented to CITY which primary commodity codes each registered Sub-Consultant will be performing

under for this contract.

E. SBEDA Program Compliance – Affirmative Procurement Initiatives

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

**SBE Prime Contract Program.** In accordance with the SBEDA Ordinance, Section III. D. 3. (b), this contract is being awarded pursuant to the SBE Prime Contract Program, and as such, RESPONDENT affirms that if it is presently certified as an SBE, RESPONDENT agrees not to subcontract more than 49% of the contract value to a non-SBE firm, **and**

**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, RESPONDENT affirms that if it is presently certified as an M/WBE (see *Minority/Women Business Enterprise* definition), RESPONDENT 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. RESPONDENT agrees to subcontract at least **thirty-five percent (35%)** 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 Sub-Consultant/Supplier Utilization Plan which Consultant submitted to City with its response for this contract (or, as appropriate, that it agrees to submit during the price proposal negotiation phase of this contract), and that contains the names of the certified SBE Sub-consultants to be used by Consultant on this contract, the respective percentages of the total prime contract dollar value to be awarded and performed by each SBE Sub-consultant, and documentation including a description of each SBE Sub-Consultant's scope of work and confirmation of each SBE Sub-consultant's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Agreement. In the absence of a waiver granted by the SBO, the failure of Consultant to attain this Sub-consultant goal for SBE firm participation in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and grounds for termination of the contract with City, and may result in debarment from performing future City contracts and/or shall be subject to any other remedies available under the terms of this Agreement for violations of the SBEDA Ordinance, or under any other law.

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the RESPONDENT 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, RESPONDENT 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. RESPONDENT'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. RESPONDENT 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 RESPONDENT, RESPONDENT 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 RESPONDENT's reported subcontract participation is accurate. RESPONDENT 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 RESPONDENT's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to RESPONDENT, and no new CITY contracts shall be issued to the RESPONDENT 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, RESPONDENT 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 RESPONDENT 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).