

CITY OF SAN ANTONIO
CENTER CITY DEVELOPMENT & OPERATIONS DEPARTMENT
AND
TRANSPORTATION AND CAPITAL IMPROVEMENTS



REQUEST FOR QUALIFICATIONS
("RFQ")
ALAMO PLAZA COMPREHENSIVE MASTER PLAN
(RFQ# TCI12152014)

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

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

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

ISSUE DATE: December 15, 2014

SUBMITTAL DEADLINE: March 3, 2015, 3:00 PM, Local Time

THIS PAGE INTENTIONALLY LEFT BLANK



TABLE OF CONTENTS

	Page Number
I. OVERVIEW	4
II. EXECUTIVE SUMMARY	5
III. PROJECT INFORMATION	7
Project Location	7
Project Background.....	7
Vision & Guiding Principles.....	8
Vision	8
Guiding Principles.....	8
Themes and Goals (Alamo Area Experience Plan Update).....	8
IV. SCOPE OF WORK	18
V. SCHEDULE OF EVENTS	20
VI. PRE-SUBMITTAL CONFERENCE	20
VII. SUBMITTAL DOCUMENT REQUIREMENTS.....	21
VIII. EVALUATION AND SCORING CRITERIA.....	22
IX. SUBMISSION INSTRUCTIONS	27
X. AMENDMENTS TO RFQ	28
XI. RESTRICTION ON COMMUNICATIONS.....	28
XII. AWARD OF CONTRACT AND RESERVATION OF RIGHTS	29
XIII. SBEDA ORDINANCE COMPLIANCE PROVISIONS	32

ATTACHMENTS

Form 1 – Respondent Submittal Cover / Signature Sheet	RFQ Attachment 1
Form 2 – Submittal Checklist and Table of Content	RFQ Attachment 2
Form 3 – Discretionary Contracts Disclosure Form and Instructions	RFQ Attachment 3
Form 4 – Litigation Disclosure Form	RFQ Attachment 4
Form 5 – SBEDA: Subcontractor/Supplier Utilization Commitment Form	RFQ Attachment 5
Contract Document Template	Exhibit A
General Conditions	Exhibit B
1994 Alamo Plaza Committee Report (Superseded by Committee)	Exhibit C
2014 Alamo Area Experience Plan Update with Historic Annotations	Exhibit D
1994 Center for Archaeological Research Historical: Overview of Alamo Plaza and Campo Santo	Exhibit E
2007 DRT Alamo Master Plan (Updated in 2011)	Exhibit F
2012 Project for Public Spaces Report	Exhibit G
2014 World Heritage Nomination	Exhibit H
National Register Nomination	Exhibit I
2014 Hospitality Economic Impact Study	Exhibit J

CITY OF SAN ANTONIO ALAMO PLAZA COMPREHENSIVE MASTER PLAN

I. OVERVIEW

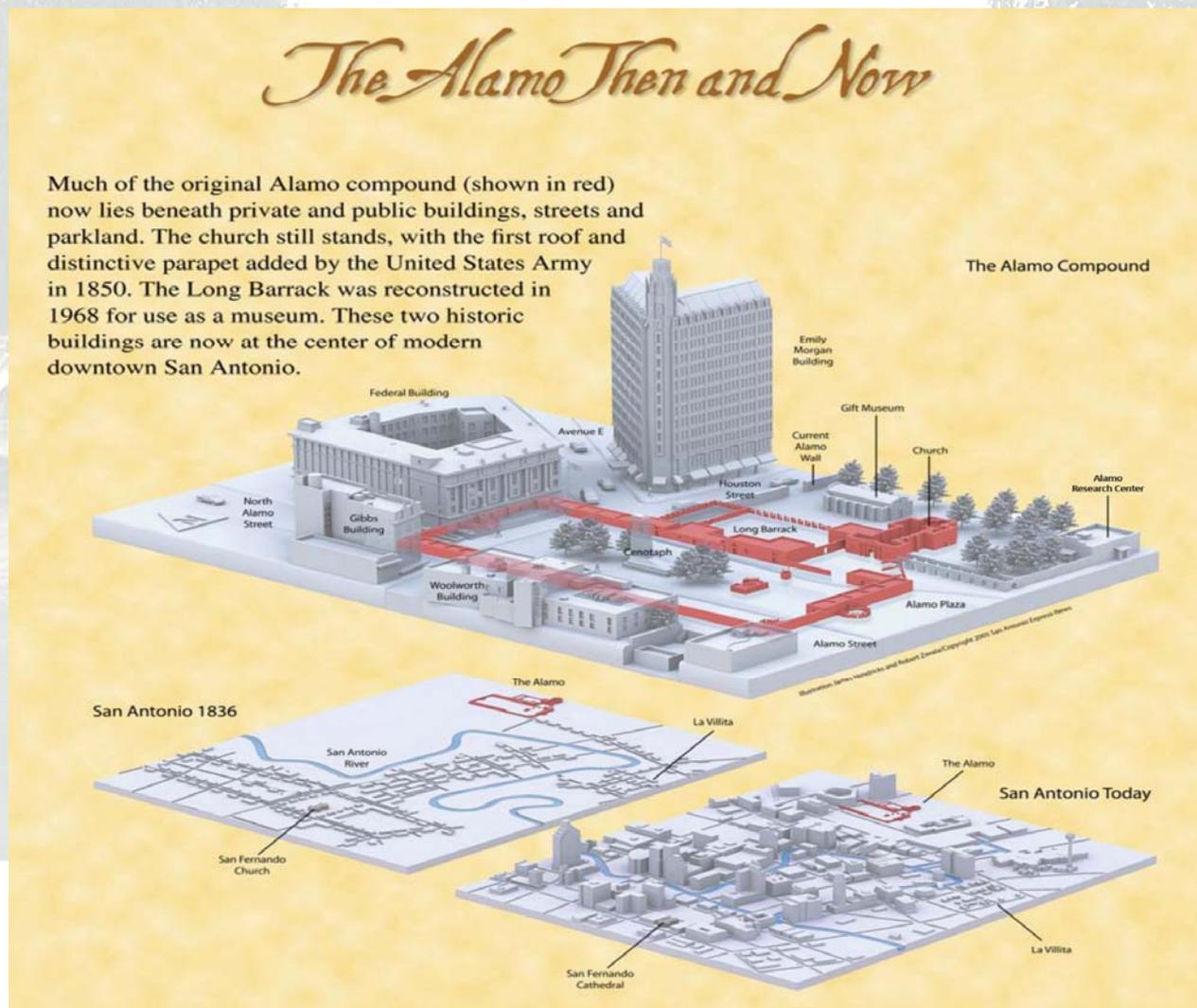
The City of San Antonio (hereinafter referred to as “the City”), is seeking a Statement of Qualifications (hereafter referred to as “SOQ”) from qualified firms or teams of firms, with continued guidance from the Alamo Plaza Advisory Committee (hereinafter referred to as “Committee”), to prepare a comprehensive Master Plan for the Alamo Plaza (meaning Interpretive and Physical Master Plan hereafter referred to as “Master Plan”) and its surrounding area, to include interpretation, physical redevelopment, investment, management, operations, implementation strategies and connectivity to other significant sections of San Antonio.

Funding of up to \$1 million for the development of the comprehensive Master Plan is available through the City of San Antonio 2012-2017 Bond Program. It is intended that the implementation of the multi-phased Master Plan shall be funded through a mix of sources, including philanthropic, private fund raising, and public sources.

II. EXECUTIVE SUMMARY

Over the last three centuries San Antonio has evolved and grown. Since the founding of Mission San Antonio de Valero at its present site in 1718, archeological excavations have identified Native American remains indicating occupation in the area for several thousand years. The Mission became known as “The Alamo” after 1803, when the Second Flying Squadron of Alamo de Parras was transferred there. The Alamo became a military garrison to protect Spanish colonial land from the French and later served Mexican armies until the Texian forces occupied it during the famous 13-day siege in 1836.

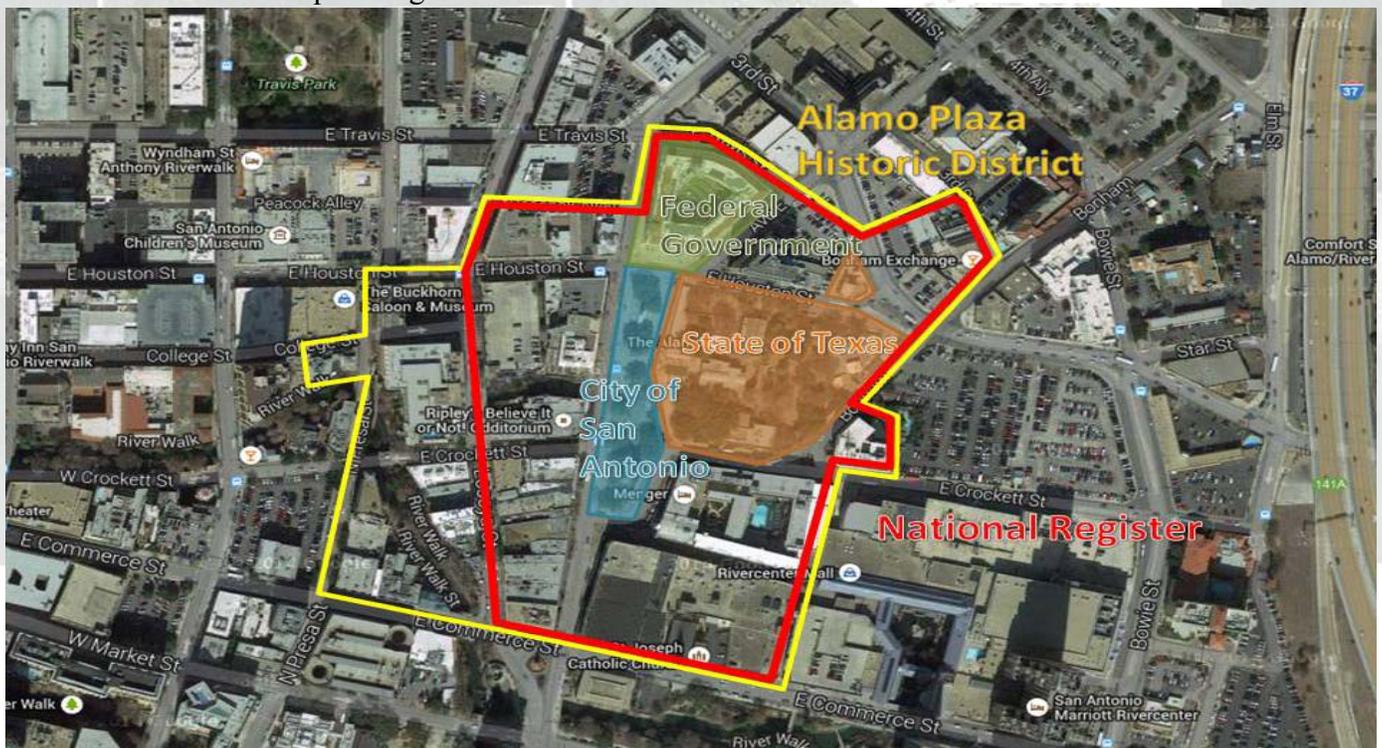
After the 1836 battle, San Antonio grew around the Alamo and strengthened its role as a central location for market trading along the “Camino Real,” which connected San Antonio to the eastern edge of what had been Spanish territory in what is now the State of Texas. Urbanization and commercial activity intensified during the 19th century with the construction of buildings in the mid to late 1800s that now have been formally accepted as historic landmarks. Some of these buildings, along with other structures, roads and city infrastructure, were built over segments of the original footprint of the Mission compound, as shown below:



The Alamo is one of the top visitor destinations in Texas, attracting up to 1.6 million visitors per year. Despite the large number of visitors, there exists a clear level of confusion regarding many of the Alamo’s basic facts, including the boundaries of the Mission San Antonio de Valero. The plaza in front of the chapel, with city roads running through it, is part of what had been the grounds of the Mission. Due to inadequate orientation and insufficient interpretation, visitors are not afforded the opportunity to fully grasp the site’s history. Existing pavement inlays, signage and planter beds were intended to indicate where the original walls were located, but those indicators are not obvious or are not easily interpreted without the help of a tour guide.

Over the last 20 years, perspectives on cultural identity and contextual history have evolved, allowing for a comprehensive and inclusive story using evidence-based research. While the 13-day battle at the Alamo in 1836 is clearly the best known and celebrated segment of history at the site, it is critical that multiple cultural perspectives and stories be presented so that all members of the community and visitors are able to connect to the story of this historic location – as a Native American encampment, a Spanish Colonial Mission, a Tejano settlement and a public gathering place for commerce and cultural exchange.

San Antonio is presently the 7th largest city in the United States, with the nearly 37-acre Alamo Plaza Historic District at its heart, as shown in yellow below. A portion of the District is on the National Register, which the Respondent must take into consideration. The District includes a small portion of the San Antonio River and Riverwalk, city-owned streets and both privately- and publicly-owned properties. While the City owns and maintains Alamo Plaza (1.1 acres), the Texas General Land Office owns and maintains the iconic Chapel, Long Barrack, and the grounds to the east (4.2 acres). The Federal Government and private interests control the remaining properties. Cooperation and coordination between all property owners is critical to the success of this planning effort.



The Alamo/Mission San Antonio de Valero, along with San Antonio's other four missions, is included in a National Park Service application for designation as a United Nations Educational, Scientific and Cultural Affairs (hereinafter referred to as "UNESCO") World Heritage Site. The proposed comprehensive Master Plan shall not negatively impact the outcome of this application, which UNESCO is expected to vote on in mid-2015.

Within the Alamo/Mission site and its extended Alamo Plaza Historic District lies the story of the multi-layered continuum of the life and cultures of the peoples who have lived and died there over time. The Mayor of San Antonio, City Council and the Alamo Plaza Advisory Committee expect this comprehensive planning effort to address this continuum. The comprehensive Master Plan must take into account previous planning efforts and adhere to the vision and guiding principles set by the Alamo Plaza Advisory Committee, as well as the Alamo Area Experience Plan Update (detailed on page 8).

III. PROJECT INFORMATION

Project Location

Alamo Plaza is located in downtown San Antonio, near the San Antonio River and Hemisfair Park. The Plaza originally was part of Mission San Antonio de Valero and later the Alamo Compound. The Master Plan shall consider a vision that includes state, local, federal, and private initiatives and interests. The area is defined by the local Alamo Plaza Historic District boundary shown on page 6 herein.

Project Background

Under the guidance of the Alamo Plaza Advisory Committee, the City is undertaking a comprehensive master planning effort for Alamo Plaza and surrounding area that is respectful of the Plaza and the Alamo's history. On March 6, 2014, the San Antonio City Council passed an ordinance approving a process, strategy and next steps for the development of a comprehensive Master Plan for Alamo Plaza and the surrounding area, to include the establishment of a 21-member Alamo Plaza Advisory Committee (hereafter referred to as "the Committee").

The Committee was charged with updating the 1994 Alamo Plaza Study Committee Report and Recommendations, provided as backup information hereto, incorporated by reference herein and labeled as "**RFQ Exhibit C.**" The committee was also charged with creating a vision and the guiding principles for the redevelopment of Alamo Plaza and the surrounding area, as well as assisting in the development of the scope of work for a RFQ for the development of a comprehensive Master Plan. This work has been accomplished and integrated into this RFQ. The Committee also is charged with providing general oversight of the development of the Master Plan. Additional background information has been added to the RFQ hereto, incorporated by reference herein and labeled as "**RFQ Exhibit D through RFQ Exhibit J**".

Vision & Guiding Principles

The vision for the redevelopment of Alamo Plaza and the surrounding area shall serve as the blueprint for maximizing the Alamo area's potential as a world-class destination for visitors and residents. The Master Plan shall assure that all visitors (including both locals and residents) shall be welcomed appropriately and introduced to the historic Alamo Plaza and surrounding area (hereinafter referred to as "the Site") and its significance through meaningful information, interpretation, exhibits, orientation programs and necessary visitor support facilities. The Master Plan shall identify key physical changes that shall facilitate the creation of an informative and engaging visitor experience in ways to personally connect visitors to the history of the Site. The selected Respondent shall address the Vision and Guiding Principles listed below, as the very foundation of the comprehensive Master Plan.

Vision

- Engage local residents and visitors in ways to personally connect to the Alamo area experience.
- Tell the story of the Battle of the Alamo and its impact on the Republic of Texas, City of San Antonio, State of Texas, the United States, and the international community.
- Include and interpret the diverse cultures that contributed to the story of the Alamo area through meaningful and memorable experiences for visitors.
- Tell the in-depth history of the Alamo area to the present day as a tribute to all who lived, fought and died there.

Guiding Principles

- The 1836 Battle of the Alamo, the site's most widely recognized event, provides an opportunity to tell the entire history of the Alamo area
- Unified leadership under the management of a single steward (public and private), with a sustainable business model
- Preservation and interpretation based on historical and archaeological evidence
- Embrace intellectual, experiential and physical accessibility
- Balance scholarship, historical context, folklore and myth to provide an engaging visitor experience
- Create a premier Visitor Experience through physical space and interpretation
- Embrace the continuum of history to foster understanding and healing
- Enhance connectivity and way finding to the river, neighborhoods, La Villita, the cathedral, and the other Plazas

Themes and Goals (Alamo Area Experience Plan Update)

The Alamo Plaza Advisory Committee has reviewed and updated the 1994 Alamo Plaza Study Committee's Report and recommends the following updates to the 1994 themes and goals for the Alamo area experience. The themes are based on the research that has been conducted as well as the recommended Vision and Guiding Principles for the Alamo area experience.

Each of the four themes is followed by Primary and Secondary goals that shall be included in the overall program planning for the plaza.

Primary (Impact)

1. Include a document that provides the background information on the more than 300 years of history of the Alamo Plaza site.
2. Create a glossary of terms for common reference.
3. Create a unified foundation or organization for the management of the public (city, state, federal) and private interests of the Alamo area experience.
4. Develop a Master Plan and an interpretive plan.
5. Develop Physical, Interpretive, Implementation and Management and Investment Plans as part of the Alamo area experience Master Plan. Update scholarship and technology regularly through the Interpretive Plan every 5 years.
6. Develop and implement an integrated and coordinated way-finding, interpretive and directional signage plan for the Alamo area experience and the Alamo Plaza Historic District. Interpret the Alamo so visitors understand its location on the battlefield.
7. Include strict guidelines in the Interpretive Plan for appropriate experiences as part of the overall Alamo area experience; address street preachers, food and other vendors, street performers, living history interpreters and special events, to ensure high quality visitor experiences.
8. Develop and implement a comprehensive transportation, circulation and parking plan to accommodate accessibility while exerting minimal negative impact on the visitor experience in the Alamo area.
9. Provide an exceptional visitor experience while considering all points of view and a comprehensive interpretation of the Alamo area.
10. Consider the World Heritage Site nomination and designation. Be sure the Alamo area experience Master Plan recommendations do not jeopardize the process and potential designation.

Secondary (Long-term Strategy)

1. Make sure infrastructure and way-finding plans are inclusive of all types of visitors and broadly are accessible and flexible.
2. Develop a strategy to orient visitors to the stories and context before they experience the Alamo compound. Provide information and services to facilitate the visitor experience.
3. Creatively separate commercial areas from battleground areas through visual cues and interpretation.

THEME A: The evolution of settlements and cultures around the Alamo area

Goal 1. Tell the story of the environment and the Native Americans

- a) San Antonio is located just below an escarpment that cuts across the state and joins a semi-arid region to the southwest and a fertile plain to the east. The area was a meeting and gathering place as well as home to different groups of Native Americans.
- b) Native American groups of the area:
- remains have been found that date Native Americans in this area to 8,000-10,000 years ago
 - were nomadic and followed seasonal food sources, were hunters and gatherers of food, not farmers
 - subsisted on wild game, nuts, berries and other fruits as food sources
 - traveled in small bands or groups
 - built jacales as dwellings
 - made basketry
 - had the San Antonio River, creeks and springs as abundant water sources
 - met with other Native Americans at San Pedro Springs to trade and for Mitotes/gathering/ceremonies
 - referred to the region by the sacred word Yanaguana
 - were attacked often by the Apache
 - were known to seek protection within the mission from outside attacks-as did other people in the area
 - became part of the expanding Spanish Empire when the Indian missions and later towns/pueblos were established
 - the towns/pueblos had an appointed Native American government that included Governor, Mayor, Constable, etc., as conferred by the *Auto de Posesión*
 - were mission-dwellers who farmed and ranched on the frontier to survive and thereby expand the Spanish Empire,
 - were converted to Christianity---the primary goal of the Spanish missionaries
 - were willing to live in the mission, be Christianized and take Spanish names while still maintaining a connection to Native culture
 - mastered the skills and trades that the missionaries introduced while incorporating native symbols and colors in the designs

Goal 2. Tell the story of the Spanish influence and settlement, including the three types of towns: Missionary and Indian Towns/Pueblos, the Soldier/Settler Town, and the Civilian Town.

- a) The introduction of the horse by the Spanish led to the culture of the vaquero and the cowboy. The area of San Antonio was settled to protect New Spain against French encroachment from Louisiana. Spanish Texas was to always serve as a defensive frontier on the edge of the Empire. Once the Crown sponsored-establishments were founded, settlers began to pursue their own goals and objectives rather than those of the Empire.

Spain established Indian missions that became **Missionary and Indian Towns/Pueblos** as a means of expanding the Empire. These towns/pueblos had an appointed Native American government that included Governor, Mayor, Constable, etc. This was conferred by the *Auto de Posesión*. The primary goal of the Spanish missionaries was the conversion of the Native Americans to Christianity. To survive and expand, mission dwellers developed farms and ranches on the frontier.

Residents of the **Soldier-Settler Towns** (called presidios or military garrisons) often relied more on the local economic base, farming and grazing, rather than on their military pay.

The settlers in the **Civilian Town** of San Fernando de Béjar immigrated to Texas under the sponsorship of Spain. They originally relied heavily on the rights conferred to them by the Spanish Crown, but in time they too searched for security and economic improvements over imperial Spain's objectives.

- b) Define and provide context for:

- Definition of the Military Plan
- define the terms Spanish, Mexican, Tejano, Bexareño, Texian
- who is identified as Mexican
- secularization fostered Mestizos/ Mestizaje
- the first families of the area
- Spanish colonization that brought converging goals of church and crown – building missions, churches and schools
- establishment of civil governments
- the role of slavery
- establishment of Spanish archives to file their deed records and wills
- protection for the missions with the establishment of the Presidios, establishment of law and order in the region
- Porciones (define land measurements by today's standards)
- new techniques of farming, raising cattle and horses, the impact of clearing large areas of brush and trees to establish farming land
- introduction of domesticated animals (cattle, sheep, goats, hogs, chickens, oxen)
- the Spanish way to trade, traded with Spanish money

- introduction of a new language
- changes and influences regarding architectural styles
- built roads
- made carts and wagons to haul products
- established new businesses and stores
- the San Antonio River for drinking water, washing clothes, acequias to channel water for animals and farm land
- impact of new diseases, small pox and other diseases
- hospitals and new medicine

Goal 3. Tell the story of all the cultural groups involved in the coming Texas Revolution (including, but not limited to, Mexicans, Mulattos, slaves and freedmen, Tejanos, Americans, Texians and other immigrants)

a) From Spanish to Mexican and American Texas

- recognize the founder of San Antonio—Fray Antonio de San Buenaventura y Olivares
- Spanish Mission secularization
- San Antonio society in transformation-mission to presidio to town to now a city
- Mexico’s immigration policy
- Tejano, Italian, Irish, German -united by the common Catholic religion
- include the influence of slavery on the coming revolution

b) San Antonio and the Mexican War of Independence

- the De las Casas Revolt

c) San Antonio and the Texas Revolution

- the Westward Movement (economic links to the US)
- confidence in US support-money, arms and volunteers
- the rise of Centralist power (cutting ties with US)
- civil war becomes revolution (from autonomy and self-determination to independence)

d) United States policy

- Manifest Destiny
- Monroe Doctrine
- Andrew Jackson and the west
- Southern designs for Texas, the expansion of slavery
- problems with Annexation in 1836
- President James A. Polk designs for California

- e) Westward movement of the diverse immigrants to America
- population growth
 - immigration—include the range of diverse groups
 - German, Italian and Mexican settlers came together as Catholics
 - farmers growing crops
 - links to active national and international market
 - governmental support
 - Louisiana Purchase
 - Northwest Ordinance
 - US policy of removal of Native Americans

- f) The diversity the Texians and the American settlers brought:

- new languages
- new ideas on how to farm
- new religions
- banking industry
- new politics
- new money
- new English laws
- new streets
- new ways of transportation
- new businesses
- better water systems inside the home
- new record keeping, court records
- established factories, industry
- new food items
- city parks and recreation
- new schools
- better protection from pollution for the river
- new voting system
- demolished old buildings and built new ones
- installed paved sidewalks

THEME B: Tell the story of the 1836 Battle of the Alamo

Goal 1. Present the politics of the Texas Revolution

The visiting public of all ages shall gain an understanding of the political forces at work leading up to and during the Texas Revolution, from September 1835 to June 1836. The known six political factions shall be stressed and their leading spokesman identified (through primary source materials) to give visitors a sense of the political and emotional turmoil which split families and friendships during the Texas

Revolution. Respondent shall include politics and policies surrounding the Native American population-Native Revolution/Slavery/Manifest Destiny/Politics. Respondent shall include the Mexican perspective of what the Battle of the Alamo was about--Mexicans believed Texas and other territories were stolen.

a) The political factions to explore are:

Federalist: supported the Mexican Constitution of 1824, desired Mexican Statehood for Texas separate from its union with Coahuila, sought to overthrow the centralist dictatorship of President Antonio Lopez Santa Anna and opposed annexation to the United States.

Centralist: supported the dictatorship of President Antonio Lopez Santa Anna and opposed further immigration from the United States.

Republican/Independence: sought an independent Republic of Texas separate and apart from both Mexico and the United States.

Annexationist: sought an immediate annexation of Texas to the United States through purchase or war as part and parcel of the US Manifest Destiny and the extension of slavery as an economic base.

Lone Star Conspiracy: composed primarily of former followers of US Vice President Aaron Burr (Burr Conspiracy), US General James Wilkinson (Spanish Conspiracy), or the All Mexico Club. This group was composed primarily of US, Texas and Northeastern Mexico frontiersmen who favored the creation of a third North American Republic between Mexico and the United States.

Neutralist: lost in the political turmoil of the Revolution, a great number of American colonists and Tejanos quit the Federalist Volunteer Army of Texas after the removal of Stephen F. Austin, or remained neutral throughout the ordeal.

Goal 2. Provide background to set the stage for the Battle: September 1835 to February 22, 1836

- a. the fight for self-determination, self preservation and self-rule
- b. Pueblo San Antonio de Valero is transformed from an agrarian community to a military garrison as the area residents are literally pushed out from around the Alamo Compound and surrounding area
- c. communities of Villa de Béjar and Pueblo de Valero at the outbreak of the Texas Revolution
- d. early battles in and around Bexar County at Mission Concepción, the Grass Fight and the Siege of Béjar from October to December of 1835
- e. Alamo Compound transformed from an abandoned mission, community plaza, and cemetery to a fortified military site
- f. Mexican Army fortification of the Alamo compound and immediate area before and during Siege of Béjar

- g. Continuation of military improvements under Col. James Neill (December 1835 through February 1836)
- h. The 1836 Alamo Battlefield
- i. defenders' artillery emplacements within the Alamo Compound
- j. defenders' primary and secondary defensive positions
- k. Mexican Artillery emplacements around the Alamo Compound
- l. Mexican Infantry staging area
- m. Mexican Cavalry positions
- n. Mexican Reserves
- o. Mexican battle logistics and order of the day
- p. Mexican assault routes by commands
- q. known sites where individuals died (primary source materials or evidence-based)
- r. surviving Alamo Garrison combatants
- s. surviving Alamo Garrison non-combatants
- t. Mexican impressions of the assault by participants
- u. recollections of local eyewitnesses (from primary source materials)
- v. The Battle in Retrospect
- w. casualties: inside and outside the Alamo walls
- x. Mexican Army of Operations in Texas: tactics and objectives after the fall of the Alamo
- y. memorializing the Battle: the Fall of the Alamo becomes a battle cry
- z. evidence-based interpretation, incorporating ongoing research and scholarship
- aa. interpreting the Battle of the Alamo in the context of demographics and with cultural sensitivity
- bb. background on the political implications of the struggle and the sacrifice by Alamo defenders, Mexican soldiers, Tejanos, Bexareños, the enslaved and freedmen and others affected by the battle

Goal 3. Provide ways to understand the geography of the battlefield site

- a) Visitors of all ages shall gain an understanding of the physical space, geography and context of the Alamo compound, Villa de Béjar, Camino Real and Texas in 1836 through a planned interpretive strategy and visitor experience program that provides visual and intellectual context for the site, including the interpretation of important geography and locations:
 - Native American and mission cemeteries and burial grounds
 - the topography and geography of the Alamo Compound in relation to the Villa de Béjar, acequias, wells, cemetery, field, housing etc.
 - the physical structures and layout of the Alamo compound
 - Béjar in 1836 Texas

Goal 4. Be inclusive in telling all sides of the military story

- a) Tell the story of the Battle of 1813 and how it set the stage for the 1835/36 revolution and the Alamo story. Include the story of the people living in the area who did not participate in the 1836 battle and why. Include the background story of the Companias Volantes, expand story of Tejanos supporting revolution, the Volunteer Army of Texas and the Mexican Army of Operations in Texas.
- provide context for visitors to understand the daily lives of volunteers, soldiers and camp followers, including uniforms, equipment, food, music and medicine
 - interpret the Mexican pioneer story, present the point of view of Mexico and what the revolution and battles meant from the Mexican perspective
 - provide evidence-based content and context for role of the women and children as eyewitnesses
 - provide evidence-based content and context for the role of the African Texans as eyewitnesses, combatants and non-combatants
 - include Alamo survivors and their roles as combatants and/or couriers
 - include the Texian Army in February and March of 1836 as it relates to possible reinforcements, supplies and communications

Goal 5. Tell the story of the local population's participation and reaction to the battle

- a) visitors of all ages shall understand the impact of participation and the reaction of the local population of Béjar and the surrounding area to the Texas Revolution and the Battle of the Alamo
- b) provide context and interpretation for the following:
What did Tejanos/Native Americans stand to lose ecologically, socially, and culturally?
What was the impact on the enslaved and freedmen population?
- c) the emotional impact of the fall of the Alamo as reflected through correspondence, journalistic accounts, military and government reports on both sides
- d) the impact of the fall of the Alamo as it motivated many volunteers to enlist
- e) the political impact in the 19th and 20th century of the fall of the Alamo as it set the stage for the US-Mexico War and acquisition of the Southwest US
- f) the Alamo Compound as an early tourist attraction
- g) the creation of the Alamo myths

Goal 6. Examine the role and influence of slavery

THEME C: The Alamo area is a place of remembrance, honor and respect

Goal 1. Recognize all cultures and events in the Alamo area that have contributed to the history of the Alamo area experience

- a) Include in the interpretation of the history of the Alamo area the perspectives of :
- Native Americans
 - Spaniards

- Mexicans
- Canary Islanders
- Presidio Soldiers
- African Americans
- Mexican Americans
- Americans

Goal 2. Regard the Alamo area with reverence, honor and respect as a tribute to all who lived, fought and died there

- a. Native Americans who lived in the area
 - b. the Missionary and Indian led Settlement
 - c. Pueblo San Antonio de Valero
 - d. Tejanos, Bexareños, Texians
 - e. Spanish Military
 - f. Mexican Military
 - g. American Military
 - h. the enslaved and freedmen
- a) Along with information on those that died at the Battle of the Alamo, interpretive information shall include:
- the traditional location for cemeteries was in front of the church, the Campo Santo was in front of the existing Alamo church and was originally used by the Coahuiltecan Bands, Coco, Karankawa, Apache, Comanche and other Native Americans subsequently buried at Mission San Antonio de Valero
 - the identification, protection, preservation and the story behind the Campo Santo— include death rites, location and time of the burials and identity of those buried there
 - the significance and importance to the story of the Canon law-- that non-Catholics could not be buried in a Campo Santo

THEME D: The Alamo area experience has evolved over more than 300 years and continues to be a community gathering place

Goal 1. Present what the Alamo area looked like over the different periods of its more than 300 years of history.

Include:

- a) the Yanaguana/pre-mission period
- b) Mission Period (1718 -1794)
- c) secularization of the mission, shops opened in the structures of the west and south sides of the Plaza
- d) evolution and expansion of the civil settlement
- e) related sites and features such as: the Campo Santos, La Villita, the Camino Real, ranching, farming, acequias, the barrios to the north and south, the Barrio de Valero and Laredito
- f) Tejanos: 1813 -- first Independent Texas, discuss Tejanos self-determination need for freedom and independence

- g) Spanish Military Period (1801-1821)
- h) Mexican Military Period (1821-1836)
- i) Republic of Texas Period (1836-1845) Include Tejano families living outside the walls in the story of the Alamo
- j) American Military Period (1845-1880)
- k) the Civil War Period (1861 -1865)
- l) the beginning of urbanization (1880-1900)
- m) involvement of governmental, historical and preservation organizations: Texas State Historical Association, General Land Office, Texas Historical Commission, Camino Real de las Tejas Association and the Daughters of the Republic of Texas
- n) a respectful gateway to the Alamo site

Goal 2. Present the Alamo's relationship to other sites, missions and historically related locations.

- a) Include Native American history, pre-mission and mission periods, secularization, the communities, entertainment and retail surrounding the Plaza and the beginnings and continuation of urbanization.

Goal 3. Review historic and current commercial ventures in the Alamo Plaza area and ensure future commerce and programming honors, respects and complements the area.

IV. SCOPE OF WORK

City is seeking a qualified multi-disciplinary team with significant experience in the creation of successful comprehensive master plans for iconic and historically significant sites of national and international importance. This team shall develop a Master Plan that shall include the following components: investment and management plan, implementation strategies, interpretation elements, and a physical Master Plan. The plan shall be completed no later than June 2016 and shall engage and inform local residents and visitors about Alamo area history, the Alamo experience, the plaza and surrounding area, and develop and present the stories of the site and its impact as a tribute to all who lived, fought and died there. It is expected that the consultant team shall include the appropriate professionals to complete the task such as, but not be limited to, the following:

- Interpretive designers/specialists
- Architects/Planners
- Historians/Academics/ Historic Preservationists
- Archaeologists
- Cultural Anthropologists
- Landscape Architects
- Traffic and transportation experts
- Utility infrastructure engineers
- Community outreach and engagement experts
- Tourism, commercial, and retail professionals

- Business Planners
- Operations and facility management experts
- Development, fundraising, capital campaign professionals
- Graphics and signage designers
- Cost estimators

Firm selection shall be strongly influenced by the composition and experience of its team. The comprehensive master planning team shall provide an exceptional visitor experience while considering diverse points of view and shall develop a comprehensive interpretation of the site as outlined in the Alamo Area Experience Plan Update (see page 8). It shall be comprehensive and shall include guidelines for appropriate visitor experiences. It shall consider: historic preservation, interpretation, orientation experiences, transportation, circulation, parking, infrastructure, coordinated way finding, management and World Heritage Site nomination and designation. Key components of the plan shall be based on the following:

- **Vision and Guiding Principles:** The Master Plan shall provide a blueprint for the implementation of the Vision and Guiding Principles for the redevelopment of Alamo Plaza and the surrounding area.
- **Preservation and Interpretation:** The Master Plan shall make recommendations as to how Alamo Plaza and the surrounding area can be preserved, redeveloped, and improved and shall incorporate opportunities for providing an exceptional visitor experience. The Master Plan shall also develop strategies to incorporate compatible and supportive visitor related uses if appropriate.
- **Community Engagement:** The Master Plan process shall require significant community participation with input to be considered for incorporation into the final Master Plan. Coordination with appropriate City, State and Federal Agencies, business leaders, and property owners shall also be critical to the development of achievable recommendations and actual physical change. This shall include traffic and transportation, zoning, utility infrastructure, and best preservation practices.
- **Clear and Concise Objectives and Strategies:** The Master Plan shall identify the specific objectives and sustainable strategies that shall best accomplish the vision for Alamo Plaza and the surrounding area. The objectives and strategies must be easily communicated to the community with intended results achieving significant community support.
- **Implementation Plan:** A major component of the Master Plan shall be an implementation plan that shall serve as a stand-alone blueprint for maximizing the potential of the Site as a world-class destination for visitors and locals. This shall include developing a management model for a unified and efficient leadership and oversight group, and a day-to-day operations model for them to work from.

- **Sustainable Business Model:** The Master Plan shall include possible alternative uses for property not owned by the city along the edges of the Plaza and within the Alamo Historic District. These uses, while being creative and compatible, must be based on research that considers both the economic viability and public benefit. The Master Plan shall develop a multi-phased investment strategy for physical improvements that shall provide incremental funding flexibility to encourage continued public and private sector investment and partnerships.
- **Fiscal Responsibility and Investment Plan:** The Master Plan shall propose implementation strategies for the development and interpretation of the Site that shall be based on the economic realities of available public and private resources, and multi-phased strategic investment. The Master Plan also shall include a funding strategy for the Investment Plan’s objectives based on an analysis of existing financing and funding tools. A business plan shall be included that recommends the type and structure of possible future funding strategies.

V. SCHEDULE OF EVENTS

The following tentative schedule has been prepared for this project.

Pre-Submittal Conference:	January 27, 2015
Deadline for Submission of Written Questions:	February 20, 2015
Responses Due:	March 3, 2015
Interviews	Week of April 6-10, 2015
Anticipated City Council Consideration	June 2015

VI. PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference is scheduled to be held on **Tuesday, January 27, 2015 at 3:00 P.M.** at the International Center in La Orilla del Rio Ballroom (Room 385) at 203 South Saint Mary’s Street, San Antonio, Texas 78205. Attendance at the Pre-Submittal Conference is optional but strongly encouraged. Respondents are encouraged to prepare and submit their questions in writing three (3) calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings.

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

This meeting place is accessible to disabled persons. The Municipal Plaza Building is wheelchair accessible through the entrance is located at 114 W. Commerce. Accessible parking spaces are located at City Hall, 100 Military Plaza. Auxiliary aids and services are available upon request. Interpreters for the Deaf shall 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 and posted on City's website at <http://epay.sanantonio.gov/RFPListings/>. Any oral response given at the Pre-Submittal Conference that is not confirmed in the written summary of the Pre-Submittal Conference or by a subsequent addendum shall not be official or binding on City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of City shall not be binding on City.

VII. SUBMITTAL DOCUMENT REQUIREMENTS

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

- A. EXECUTIVE SUMMARY – Respondent shall include a two-page Executive Summary for the Statement of Qualifications (“SOQ”). The summary shall state the number of years in business for each member of Respondent's team, the number of years Respondent has been in business at its home office and at Respondent's San Antonio office (if different), Respondent's primary home office address and its local office address (if different) and the number of employees Respondent employs in its organization as a whole and in its local office.
- B. SUBMITTAL COVER / SIGNATURE PAGE (Form #1) – Respondent shall include the completed Submittal Cover/Signature Sheet with submittal, indexed or labeled as **Tab “1”**. The Submittal Cover/Signature Sheet shall 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.
- C. SUBMITTAL CHECKLIST AND TABLE OF CONTENTS (Form #2) – Respondent shall complete this form, which is to be used as the Table of Contents for its submittal. The checklist shall be indexed or labeled as **Tab “2”** in submittal.
- D. DISCRETIONARY CONTRACTS DISCLOSURE FORM (Form #3) – Respondent shall complete the form online at, <https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>, print a copy of the completed form and submit the form as **Tab “3”** in its ORIGINAL SUBMITTAL ONLY. If Respondent is proposing as a team or joint venture, then each party to that team or joint venture shall complete and submit a separate form with the submittal.
- E. LITIGATION DISCLOSURE FORM (Form #4) – Respondent shall complete a Litigation Disclosure form, utilizing additional pages for explanation, if necessary, and submit the form indexed or labeled as **Tab “4”** in submittal. If Respondent is proposing as a team or joint venture, then each party to that team or joint venture shall completed and submit a separate form with the submittal.

- F. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (FORM 5) – Respondent shall submit a completed and signed Subcontractor/Supplier Utilization Commitment Form indicating that Respondent commits to satisfy a **twenty-four percent (24%)** Small Business Enterprise (hereafter referred to as “SBE”) subcontracting goal for this solicitation. Absent a waiver granted by the TCI Small Business Office and/or failure to submit a completed Subcontractor/Supplier Utilization Commitment Form in its response shall render Respondent’s submittal **NON-RESPONSIVE**. This form shall be indexed and labeled as **Tab “5”** in the submittal.
- H. CONTRACT TEMPLATE AND GENERAL CONDITIONS (Indexed and labeled as **Tab “6”**) - Respondent is to review City’s Contract Template and its General Conditions, provided hereto as RFQ Exhibit A and Exhibit B, and provide written comments and/or concerns regarding the Contract and General Conditions. If Respondent does not have any comments and/or concerns, Respondent shall indicate this in this Tab 6. If no objections are submitted by the Respondent, City shall presume that Respondent shall sign the agreement as presented, if a contract is awarded.
- I. PROOF OF INSURABILITY (Indexed and labeled as **Tab “7”**.) - Respondent shall submit a copy of their current insurance certificate.
- J. LETTERS OF REFERENCE (required): Respondent shall provide a maximum of six (6) letters of reference from clients of iconic and historic projects of national or international importance. Letters of Reference shall be indexed and labeled as **Tab “8”**.

VIII. EVALUATION AND SCORING CRITERIA

City shall conduct a comprehensive, fair and impartial evaluation of all submittals received in response to this RFQ. City may appoint a selection committee to perform the evaluation. Each submittal shall be analyzed to determine overall responsiveness and qualifications under the RFQ. The selection committee may select all, some or none of the Respondents. If City elects to conduct interviews, Respondents may be interviewed and re-scored based upon these same criteria, or other criteria to be determined by the selection committee.

A. Background, Experience and Qualifications of Prime Firm, Key Personnel and Key Sub-Consultants including Co-Respondent, Joint Venture Party or Partner (45 Points)

1. Experience: (Indexed and Labeled as Tab “9”) - City shall consider the relevance of past experience for all parties proposed as a part of the team. Respondent shall provide a narrative, in four (4) pages or less, describing its team’s qualifications with iconic and historic projects of national and international importance. Include how the proposed team has worked together on past similar projects and include the number of years working as a team, specifically, demonstrate a track record of successful interpretive master planning and design that enhances understanding of major historic facilities, locations, and cultural continuums that enriches and educates visitor experience. The summary shall include but not be limited to the following:

- A compelling statement of interest and understanding of the project.
- The teams' experience with relevant iconic national and international projects incorporating comprehensive Master Planning for visitor serving destinations.
- Demonstrated capacity to communicate, be creative and innovative, and use strategic and effective approaches.
- Demonstrated capacity to meaningfully engage stakeholders and the public at large in the planning process.
- Demonstrated management and operations planning experience.

2. Proposed Key Personnel/Organizational Chart (Indexed and Labeled as Tab "10") - Key personnel included in this section are expected to be the same personnel that shall be assigned to contract, if awarded. Respondent shall provide a detailed organizational chart of its team, identifying key personnel who shall be committed to work on the various tasks for this Project. The proposed key personnel shall consist of a Texas licensed Architect, Landscape Architect or Engineer with a minimum of five (5) five years demonstrated engineering experience.

Label key personnel assignments as:

- Proposed Coordinator of the Project requirements with regulatory agencies and authorities (if any);
- Proposed Quality Assurance/Quality Control Coordinator for submitting applicable notifications;
- Proposed Project Principal;
- Proposed Project Manager; and
- Sub-Consultant(s) (for all services deemed necessary to fulfill the duties of this contract).

3. Resumes (Indexed and Labeled as Tab "11") – Respondent shall submit a two-page maximum resume for all key team members. Resumes should link to project sheets and may also include additional previously completed relevant projects not highlighted in the project sheets. Resumes also shall include the license type (if applicable), number of years licensed, location of office, number of years experience in proposed role and experience with Respondent's team.

4. Project Sheets (Indexed and Labeled as Tab "12") – Respondent's submittal shall include a maximum of five (5) project sheets, limited to (2) two pages for each project, describing similar projects Respondent has completed within the last ten (10) years, or currently has in the design or *construction phases*. Each project sheet should include the following:

- Name and Description of Respondents (or major team members) cited project(s) and clearly identify the Prime Firm who performed the Project;
- Scope of the project, special features, characteristics and similarities to the Alamo Plaza and surrounding area;

- Project Principal and firm, and note whether this person shall work on this Project and his/her role planned for this Project;
- Budget for Respondent’s cited project(s);
- Cited project’s proposed completion date and the actual completion date (explain inconsistencies);
- Names of Respondent’s proposed team members who worked on the cited project(s). Respondent shall indicate if they still are retained by Respondent;
- The cited project’s owner’s name and the name of the cited project’s representative (if different) who served as the day-to-day liaison for the project in the following format:
 - Name of Owner: _____
 - Name of Owner’s representative: _____
 - Representative’s Phone Number: _____
 - Representative’s E-mail: _____
- Historic preservation issues;
- Project awards and source, and other recognition;
- Estimated annual local and tourist visitation; and
- Nature of exhibits, visitor center, or museum, if any.

B. Proposed Management Plan and Project Understanding (35 points)

This information should include Respondent’s proposed organizational structure and availability of labor resources (capacity to perform) in executing the team’s effort. Respondent shall submit information in a brief narrative plan indexed and labeled as **Tab “13”** clearly and concisely describing the team’s organization and approach to the Project, to include the following information:

1. Describe Respondent’s project management approach and team organization for the provision of the services outlined in this RFQ.
2. Detail the current capacity of the team’s key individuals and Respondent’s capabilities to complete the services outlined herein.
3. Briefly describe Respondent’s team’s experience on quality control, accelerated schedules and value engineering.
4. Describe approach to developing an interpretive Master Plan.
5. Provide a brief narrative and compelling statement of interest describing how your teams’ philosophy of comprehensive Master Planning relates to the complexities at the Alamo Site and the larger Alamo Plaza Historic District.

C. Team's Experience with San Antonio Region Issues and past experience with City of San Antonio contracts (10 points)

City is interested in evaluating Respondent's experience with San Antonio issues, as may be evidenced by work in San Antonio and/or the surrounding area during the past five (5) years. In narrative form using a maximum of two (2) pages, briefly describe Respondent's experience (if any) in the following areas, referencing projects relating to that experience. Note: Respondent may reference projects included in project sheets under **Tab "12"** herein or include other projects, but no additional project sheets should be provided for this evaluation. This information shall be indexed and labeled as **Tab "14"**.

- Describe Respondent's past experience and planned management approach to coordinate with public transit entities, non-profit groups, state and federal and the utility components;
- Local area construction costs and practices;
- Local environmental community, conditions and constraints;
- Involvement in project development as it relates to public awareness in the local area;
- Respondent's experience with private and public utilities within the San Antonio or surrounding area;
- Local site development;
- Zoning, Historic and Building code requirements; and
- City of San Antonio Design Guidelines

A portion of the scoring for these criteria shall be based on City's Consultants' Scorecard, other documentation and/or Respondent's experience and performance on other City projects. City may consider the history of the firm in complying with project programs, schedules and budgets on previous City of San Antonio projects. **No items shall be submitted by Respondent for this criterion and Respondent shall not be penalized if it has not done work on City of San Antonio projects.** Specific items for consideration may include, but are not limited to:

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

D. SBEDA SBE Prime Contract Program (10 points)

SBEDA - SBE Prime Contract Program – (5 Points)

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) shall receive five (5) evaluation criteria percentage points, and

SBEDA – M/WBE Prime Contract Program – (5 Points)

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

No evaluation criteria points shall be awarded to non-SBE or non-MWBE Prime Consultants through subcontracting to certified SBE or MWBE firms.

Respondent is expected to examine this RFQ carefully, and 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.

Evaluation and Scoring Criteria:	Maximum Points
A. Background, Experience and Qualifications of Prime Firm, Key Personnel and Key Sub-Consultants including Co-Respondent, Joint Venture Party or Partner	45 points
B. Proposed Management Plan and Project Understanding	35 points
C. Team’s Experience with San Antonio Region Issues & past experience with City of San Antonio contracts	10 points
D. SBEDA SBE Prime Contract Program	10 points
TOTAL	100 points

IX. SUBMISSION INSTRUCTIONS

When submitting a Statement of Qualifications in person, visitors to City Hall shall allow time for security measures. Visitors to City Hall shall be required to enter through the east side of the building. The public shall pass through a metal detector and x-ray machine located in the lobby. All packages, purses and carried items shall be scanned during regular business hours of 7:45 a.m. to 4:30 p.m. After the public proceeds through the metal detector, they shall 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 shall meet the visitor in the basement with a hand scanner.

Respondent shall submit a total of **twelve (12)** Qualification Statements which shall include one (1) original unbound Qualification Statement, signed in ink, and **eleven (11)** printed copies of the submittal, as well as one (1) copy of the entire submittal in an Adobe PDF format on a compact disk (CD) or flash drive in a sealed package, clearly marked on the front of the package "**RFQ: ALAMO PLAZA COMPREHENSIVE MASTER PLAN.**" All submittals shall be received in the Office of the City Clerk **NO LATER THAN 3:00 PM TUESDAY, MARCH 3, 2015** at the address indicated below. Any submittal received after this time shall not be considered.

Mailing Address:

Office of the City, Attn: Transportation and Capital Improvements
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

Office of the City, Attn: Transportation and Capital Improvements
100 Military Plaza
City Hall, 2nd Floor,
San Antonio, Texas 78205

Submittals sent by facsimile or email shall not be accepted.

A response to this solicitation shall 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 shall be counted. Respondent shall adhere to the page limitations for each section as stated herein. Pages which have project photos, charts, and graphs shall be counted towards the maximum number of pages. Front and back covers, Table of Contents pages and tabbed divider pages shall not be counted if they do not contain submittal information. The use of recycled paper is encouraged. Three-ring binders are **NOT** permitted. With regards to other types of binding, plastic (not metal) spiral or "comb" binding is highly recommended. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper or other materials beyond which is sufficient to present a complete and effective submission are not required. All pages shall be numbered. Margins shall be no less than 1" around the perimeter of each page. Electronic files, websites or URLs shall not be included as part of the proposal, other than the CD specified above. Each submittal shall include the sections and attachments in the sequence listed in the RFQ Section VII, Submittal Document Requirements, and Section VIII Evaluation and Scoring Criteria, and each section shall be divided by tabs and indexed as indicated in this RFQ. Failure to meet the above conditions may result in disqualification of the proposal.

A Respondent which submits a response to this RFQ correctly shall 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) submitting the response. No nick-names, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" shall be accepted in lieu of the full, true and correct legal name of the entity. The true and correct name 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.

X. AMENDMENTS TO RFQ

Changes, amendments, or written responses to questions received in compliance with Section XI, Restrictions on Communication may be posted on 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. If Respondent does not have access to the Internet, Respondent shall notify City, in accordance with Section XI, Restrictions on Communication, 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.

XI. RESTRICTION ON COMMUNICATIONS

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

Respondent is prohibited from communicating with elected City officials and their staff regarding the RFQ or submittal from the time the RFQ has been released until the contract is posted as a City Council agenda item. Respondent is prohibited from communicating with City employees from the time the RFQ has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFQ and/or submittal submitted by Respondents. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's submittal from consideration. Exceptions to the restrictions on communication with City employees include:

1. Respondent may ask verbal questions concerning this RFQ at the Pre-Submittal Conference.

2. Respondent may submit written questions concerning this RFQ to the Staff Contact Person listed in the address below until **4:00 PM on FEBRUARY 20, 2015.** Questions received after the stated deadline shall not be answered. It is suggested that all questions be sent by electronic mail or by fax to:

Carisa Gamez, Contract Coordinator, 207-5859 (via fax) or
Carisa.Gamez@sanantonio.gov

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

Carisa Gamez, Contract Coordinator
City of San Antonio, Transportation and Capital Improvements
Contract Services Division
114 W. Commerce Street, Room 912, San Antonio, TX
78205

3. Respondent and/or its agent(s) are encouraged to contact the TCI Small Business Office for assistance or clarification with issues specifically related to City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form, prior to Respondent's submittal. The point of contact for this solicitation is Ruben A. Flores. Mr. Flores may be reached by telephone at (210) 207-3923 or by e-mail at Ruben.A.Flores@sanantonio.gov. Mr. Flores may designate other members of City staff to address issues raised by Respondent. This exception to the restriction on communication does not apply and there is no contact permitted by Respondent to the Small Business Office regarding this solicitation after the solicitation closing date. City reserves the right to contact Respondent over SBEDA issues after the solicitation closing date.
4. Respondent shall provide responses to any questions asked of it by the Staff Contact Person and/or his/her designee about City's SBEDA Program, both before and after responses are received and opened. During interviews, if any, verbal questions addressed to Respondent and its explanations shall be permitted. If interviews are conducted, Respondents shall not bring lobbyists. City reserves the right to exclude any persons from any selection committee meetings it deems in City's best interests.

XII. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

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

- A. A Contracts, if awarded, shall be awarded to the Respondent(s) whose submittal(s) is/are deemed most advantageous to City, as determined by the selection committee and upon approval by City Council.
- B. City may accept any submittal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFQ on the part of City. However, final selection of a Respondent is subject to City Council approval.

- C. City reserves the right to accept one or more submittals or reject any or all submittals received in response to this RFQ and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFQ, reissue a subsequent solicitation and/or remedy technical errors in the RFQ process.
- D. City shall require the selected Respondent(s) to execute a contract with City in substantially the same form as the one 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 San Antonio City Attorney's office. 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 that selected Respondent and commence negotiations with another Respondent.
- E. This RFQ does not commit City to enter into a contract or 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. City administers its design and construction management through an internet-based project management system. All vendors shall be required to use City's internet-based system and submit Project schedules.
- G. **Conflicts of Interest:** Respondent acknowledges that it is informed that the Charter of City 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 or 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 Form 3 of RFQ.
- I. **Independent Contractor:** Respondent agrees and understands, 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 contractors, is/are responsible for its/their respective acts or omissions City shall in no way be responsible for Respondent's actions and none of the parties hereto shall have authority to bind the other(s) or to hold out to third parties that it/they has/have 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 City Clerk not later than the seventh (7th) business day after the date the person:

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

(2) submits to 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

or

<http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf>

Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of San Antonio City Clerk. If mailing a completed conflict of interest questionnaire, mail to:

Office of 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 shall not be returned. Any information deemed to be confidential by Respondent should clearly be noted on the page(s) where confidential information is contained; however, City cannot guarantee that it shall 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 Respondent associated with the preparation of its submittal, attendance at the Pre-Submittal Conference, if any, or incurred during any phase of the selection process shall be borne solely by Respondent.

M. **Solicitation Process Review:** If Respondent desires a review of the solicitation process, Respondent shall deliver a written request to the Director of TCI within seven (7) calendar days from the date the notice of non-selection was sent. When the TCI Director receives a timely written request, the TCI Director or his/her designee shall review Respondent's concerns and the solicitation process utilized for legitimacy and procedural correctness. After performing a full review, the TCI Director shall notify Respondent in writing of his/her determination of the solicitation process utilized.

N. **Debriefings:** In an effort to improve solicitation responses, TCI is making available on its web site a "Solicitation Response Tip List" that includes the top common items that "make or break" submissions. Providing this information, prior to the due date of the submittal, provides Respondent an opportunity to develop a better response for each solicitation. As a result of this up-front effort, each Respondent is entitled to a one (1) debriefing per calendar year after the San Antonio City Council has made an award of a contract on a project if:

- (a) they are not the selected respondent for the project; and
- (b) they have not been debriefed since January 1, 2014.

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

O. City reserves the right to verify any and all information submitted by Respondents at anytime of the solicitation/evaluation process.

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

Q. City reserves the right to contact any Respondent to negotiate a contract, if such contact is deemed desirable by City.

XIII. 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/SBO/Forms.aspx>) 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 shall 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/SBO/Forms.aspx>) 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 shall not be considered.**

B. SBEDA Program

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 City's Economic Development (EDD) website page and is also available in hard copy form upon request to City. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of this Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by City pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

C. Definitions

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

Centralized Vendor Registration System (CVR) – a mandatory electronic system wherein City requires all prospective Respondents and Sub-Consultants that are ready, willing and able to sell goods or services to 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 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, City accepts any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6 of Attachment A.

Commercially Useful Function – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed. The use of S/M/WBE firms by Consultant to perform such “pass-through” or “conduit” functions that are not commercially useful shall be viewed by City as fraudulent if Consultant attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, the Consultant shall not be given credit for the participation of its S/M/WBE Sub-Consultant or joint venture partner towards attainment of S/M/WBE utilization goals, and the Consultant and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

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

Good Faith Efforts – documentation of the Consultant’s or Respondent’s intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation within a solicitation response reflecting the Respondent’s commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SBE or M/WBE subcontract opportunities on City website; solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office’s directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller

quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Consultant's posting of a bond covering the work of SBE or M/WBE Sub-Consultants; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Sub-Consultants.) The appropriate form and content of Consultant's Good Faith Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.

HUBZone Firm – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

Independently Owned and Operated – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

Individual – an adult person that is of legal majority age.

Industry Categories – procurement groupings for City 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 City.

M/WBE Directory – a listing of minority- and women-owned businesses that have been certified for participation in 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 City. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term “MBE” as used in this Ordinance is not inclusive of women-owned business enterprises (WBEs).

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

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

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

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

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

Originating Department –City department or authorized representative of City which issues solicitations or for which a solicitation is issued.

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

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 City for purposes of providing goods or services for City. For purposes of this agreement, this term refers to the Consultant.

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 City. For purposes of this agreement, Consultant is the Respondent.

Responsible – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which shall 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 City’s MGT Studies analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

SBE Directory - a listing of small businesses that have been certified for participation in City's SBE Program APIs.

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 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 City that is responsible for the management of the SBO and ultimately responsible for oversight, tracking, monitoring, administration, implementation and reporting of the S/M/WBE Program. The SBO Manager is also responsible for enforcement of Consultant and vendor compliance with contract participation requirements, and ensuring that overall Program goals and objectives are met.

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

Sub-Consultant – any vendor or Consultant that is providing goods or services to a Prime Consultant or Consultant in furtherance of the Prime Consultant’s performance under a contract or purchase order with City. A copy of each binding agreement between the Consultant and its Sub-Consultants shall be submitted to 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 City’s S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7 of Attachment A to the SBEDA Ordinance, or the temporary stoppage of Consultant’s and/or S/M/WBE firm’s performance and payment under City contracts due to City’s imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

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

1. Consultant shall cooperate fully with the Small Business Office and other City departments in their data collection and monitoring efforts regarding Consultant's utilization and payment of Sub-Consultants, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its Sub-Consultants with this term;
2. Consultant shall cooperate fully with any City or SBO investigation (and shall also respond truthfully and promptly to any City or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of Consultant or its Sub-Consultants or suppliers;
3. Consultant shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Sub-Consultants and workers to determine whether there has been a violation of the terms of this Agreement;
4. Consultant shall immediately notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to Consultant's Sub-Consultant / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by Consultant to replace the Sub-Consultant / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Sub-Consultant / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by Consultant of work previously designated for performance by Sub-Consultant or supplier, substitutions of new Sub-Consultants, terminations of previously designated Sub-Consultants, or reductions in the scope of work and value of work awarded to Sub-Consultants or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.
5. Consultant shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with City, as well as any transfer or change in its ownership or business structure.
6. Consultant shall retain all records of its Sub-Consultant payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.

7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a Consultant's Sub-Consultant / Supplier Utilization Plan, the Consultant shall not be given credit for the participation of its S/M/WBE or HUBZone Sub-Consultant(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the Consultant and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.
8. Consultant acknowledges that City shall not execute a contract or issue a Notice to Proceed for this project until the Consultant and each of its Sub-Consultants for this project have registered and/or maintained active status in City's Centralized Vendor Registration System, and Consultant has represented to City which primary commodity codes each registered Sub-Consultant shall be performing under for this contract.

E. SBEDA Program Compliance – Affirmative Procurement Initiatives

City has applied the following contract-specific Affirmative Procurement Initiatives to this contract. Consultant 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, Consultant affirms that if it is presently certified as an SBE, Consultant 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, Consultant affirms that if it is presently certified as an M/WBE (see *Minority/Women Business Enterprise* definition), Consultant agrees not to subcontract more than 49% of the contract value to a non-M/WBE firm, **and**

SBE Subcontracting Program. In accordance with SBEDA Ordinance Section III. D. 3. (a), this contract is also being awarded pursuant to the SBE Subcontracting Program. Consultant agrees to sub-consult at least **twenty-four percent (24%)** of its prime contract value to certified SBE firms headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area (SAMSA). The Subcontractor/Supplier Utilization Plan which Consultant submitted to City with its response for this contract (or, as appropriate, that it agrees to submit during the price proposal negotiation phase of this contract), and that contains the names of the certified SBE Sub-Consultants to be used by Consultant on this contract, the respective percentages of the total prime contract dollar value to be awarded and performed by each SBE Sub-Consultant, and documentation including a description of each SBE Sub-Consultant's scope of work and confirmation of each SBE Sub-Consultant's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Agreement.

In the absence of a waiver granted by the SBO, the failure of Consultant to attain this Sub-Consultant goal for SBE firm participation in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and grounds for termination of the contract with City, and may result in debarment from performing future City contracts and/or shall be subject to any other remedies available under the terms of this Agreement for violations of the SBEDA Ordinance, or under any other law.

Subcontractor Diversity: City strongly encourages each bidder to be as inclusive as possible, and to reach out to all segments of the M/WBE community in its efforts to exercise good faith in achieving the SBE sub-consulting goal of 24% that has been established for this contract. While the relative availability of ready, willing, and able firms within various ethnic and gender categories shall vary significantly from contract to contract based upon the particular trades that are involved, overall in the San Antonio architecture and engineering industry, as reflected in City's Centralized Vendor Registration system for the month of November 2014, African-American owned firms represent approximately 2.18% of available subcontractors, Hispanic-American firms represent approximately 10.88%, Asian-American firms represent approximately 1.77%, Native American firms represent approximately 0.41%, and Women-owned firms represent approximately 7.07% of available architecture and engineering Sub-Consultants.

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the Consultant represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and shall continue to comply with, City's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, Consultant shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Sub-Consultants, vendors, suppliers, or commercial customers, nor shall the 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 City's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Consultant's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to City pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. Consultant shall incorporate this clause into each of its Sub-Consultant and supplier agreements entered into pursuant to City contracts.

G. Prompt Payment

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

H. Violations, Sanctions and Penalties

In addition to the above terms, Consultant acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;
2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;
3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;
4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

1. Suspension of contract;
2. Withholding of funds;

3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
4. Refusal to accept a response or proposal; and
5. Disqualification of Consultant or other business firm from eligibility for providing goods or services to City for a period not to exceed two years (upon City Council approval).

