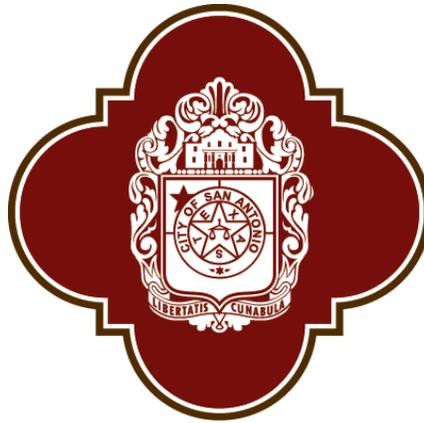


CITY OF SAN ANTONIO
CONVENTION AND SPORTS FACILITIES



REQUEST FOR QUALIFICATIONS
("RFQ")

RFQ-016-027

for

TEMPORARY ELECTRICAL AND PLUMBING SERVICES FOR EVENTS

Release Date: **March 7, 2016**

Proposals Due: **April 8, 2016 @ 11:00 a.m., Central Time**

This solicitation has been identified as High-Profile.

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 ("black out" period):

- 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.

002 – TABLE OF CONTENTS

TABLE OF CONTENTS		
Section		Page No.
002	Table of Contents	2
003	Background	3
004	Scope of Service	6
005	Additional Requirements	6
006	Term of Contract	7
007	Pre-Submittal Conference	8
008	Proposal Requirements	8
009	Changes to RFQ	9
010	Submission of Proposal	10
011	Restrictions on Communication	10
012	Evaluation of Criteria	11
013	Award of Contract and Reservation of Rights	12
014	Schedule of Events	14
015 RFQ Exhibits		
Exhibit 1	Small Business Economic Development Advocacy (SBEDA) Ordinance Compliance Provisions	15
Exhibit 2	Insurance Requirements	24
Exhibit 3	Indemnification Requirements	27
Exhibit 4	Local Preference Program (LPP) Ordinance	28
Exhibit 5	Veteran-Owned Small Business (VOSB) Preference Program Ordinance	29
Exhibit 6	Historic and Projected Events & Attendance	30
Exhibit 7	Draft Contract	31
016 RFQ Attachments		
Respondent's Proposal must contain the following documents. These forms can be found as attachments to this RFQ or web links, as indicated.		
Attachment A, Part One	General Information	33
Attachment A, Part Two	Experience, Background, Qualifications	38
Attachment A, Part Three	Proposed Plan	40
Attachment B	Contracts Disclosure Form	42
Attachment C	Litigation Disclosure Form	43
Attachment D	Small Business Economic Development Advocacy (SBEDA) Form(s)	44
Attachment E	*Local Preference Program (LPP) Identification Form	45
Attachment F	*Veteran-Owned Small Business (VOSB) Preference Program Identification Form	46
Attachment G	**Certificate Of Interested Parties (Form 1295)	47
Attachment H	Signature Page	48
Attachment I	Proposal Checklist	49

003 - BACKGROUND

The City of San Antonio Convention and Sports Facilities Department (“City”) seeks proposals from qualified and professional electrical and plumbing contractors (“Respondents”), who meet the minimum qualifications, to provide temporary electrical and plumbing services (“Services”) for events held at the Henry B. Gonzalez Convention Center (incl. the Lila Cockrell Theatre), the Alamodome (incl. the Illusions Theater), and the Carver Community Cultural Center (incl. the Jo Long Theatre and Little Carver Theatre) (collectively “Facilities”), in addition to any future facilities added to the Department’s operations (“Facilities”). The Facilities host a variety of trade, consumer, public, family and entertainment shows, conventions, civic and community events, meetings, concerts, and sporting events.

Successful Respondents will be invited to enter into License Agreements (“Contracts”) and be placed on a non-exclusive list of approved contractors.

The Services to be provided include, but are not limited to: power; lighting; compressed air; water and drain lines; fill and drain services; natural gas lines or gas cylinders, and; associated labor.

Successful Respondents will provide Services to Licensees of the Facilities for exhibits, displays, general assemblies, theatrical, audio and presentation production systems, meeting room audio/visual, registration, and box office and similar functions. Licensees are individuals and organizations, including their agents, attendees, exhibitors and subcontractors, which utilize the Facilities through short-term license agreements.

Successful Respondents will be responsible for providing, maintaining and managing all activities associated with the sale, installation, operation and removal of Services.

Facilities

1. Henry B. González Convention Center (“Convention Center”)
 - a. Opened in 1968, the Convention Center is 1.3 million sq. ft. and is located in downtown San Antonio, Texas. Features include: 70 meeting rooms; 4 exhibit halls with over 500,000 sq. ft. of contiguous exhibit space; 2 ballrooms; and 49 loading docks. The Facility hosts more than 300 events each year with over 750,000 convention delegates from around the world.
 - b. Named after the former mayor, the Lila Cockrell Theatre (“Theatre”) is located in the northeast corner of the Convention Center complex. Although the Theatre was originally designed for performing arts, a 2010 renovation enhanced its utility as a venue for multi-media presentations, concerts, lectures and general meetings for large attendance convention events. The Theatre accommodates 2,319 on three seating levels.
2. Alamodome
 - a. Opened in May 1993, the Alamodome is a 65,000-seat multi-purpose facility, owned and operated by the City of San Antonio, that has hosted events for the NBA World Champion San Antonio Spurs, the University of Texas at San Antonio (UTSA) Roadrunners Football Program, the Annual Alamo Bowl Football Game, NCAA Basketball and Volleyball Tournament games, as well as the Men’s and Women’s Final Four Basketball Championship. The Facility’s curtain wall system provides many different seating configurations, including a popular 10,000 seat arena configuration, and can host virtually any type of event, including most sports (football, soccer, basketball, boxing, hockey, baseball, volleyball), family and entertainment shows, concerts, trade and consumer shows, exhibitions, corporate conventions, and automobile shows.
 - b. As the result of a 2012 feasibility study to determine a conceptual design to modernize and upgrade the Facility with the latest amenities, the study identified renovations within the Facility which would allow the complex to continue to serve as a choice venue for future national events. The identified renovations allow for the Facility to become a part of an

- integrated “convention package” along with the Convention Center. The \$50 million renovation project is slated to be completed by fall 2017. Highlights include:
- i. expanding Plaza Level concourse area along the east and west sides of the Facility;
 - ii. adding 24k sq. ft. Media Center beneath the North Plaza of the Facility;
 - iii. other renovations and technology improvements, including an, Arena Control Room in southeast quadrant of Field Level, digital display score boards, ribbon boards, and lighting enhancements in the arena.
- c. In November of 2014, the NCAA selected the Facility and the City of San Antonio to host the NCAA Men’s College Basketball Final 4 Tournament in 2018. A contributing factor of the City winning the bid relied on the integrated nature of the Facility and Henry B. Gonzalez Convention Center, along with the City’s commitment to have the Facility’s renovations completed.
3. Carver Community Cultural Center (“Carver”)
- a. Located just east of downtown, the Carver is an historical center of the community’s African-American culture. Named in honor of George Washington Carver, the mission of the Carver is to provide artistic presentations, community outreach activities and educational programs. For over 75 years, the Carver has welcomed quality talent as a part of its performance season.

The Convention Center exhibit halls and ballrooms and Alamodome floor have utility boxes that provide electrical power, water, and drains. Below is a description of the power that is available in the different areas:

HGCCC Exhibit Halls

- 1 phase 110 20 amp
- 3 phase 208v 30 amp twist loc wall mounted
- 3phase 208v 100 amp Hubbel pin/sleeve connector. Columns
- 3 phase 208v 200 amp Hubbel pin/sleeve connector. Columns/floor boxes
- 3 phase 208v 400 amp Hubbel cam loc connector. Back of house
- 3 phase 480v 400 amp Hubbel cam loc connector. Back of house
- 1 inch water supply line. Columns
- 1 inch compress air supply line. Columns.

HGCCC Concourse/Meeting rooms

- 1 phase 110v 20 amp wall outlets. Wall mounted
- 3 phase 208v 30 amp twist loc outlets. Wall mounted
- 3 phase 208v 200 amp Hubbel pin/sleeve connector back of house
- 3 phase 208v 400 amp cam loc connector. Back of house

HGCCC Stars of Night Ballroom

- 1 phase 110v 20 amp wall outlets. Wall mounted
- 3 phase 208v 30 amp twist loc wall outlets. Wall mounted
- 3 phase 208v 200 amp cam loc connectors. Back of house
- 3 phase 480v 400 amp cam loc connectors. Back of house

Carver Center Stage

- 110v wall outlets Stage
- 3 phase 208v 200 amp twist cam loc connectors. Stage right/upstage right

Alamodome floor boxes (floor pocket legend available upon request)

- 100 amp 3 phase 480 Hubbell pin/sleeve connector
- 30 amp 3 phase 208 Hubbell pin/sleeve connector
- Communication – floor boxes
- Water supply and drains- floor boxes
- Air supply- floor boxes

Alamodome Meeting Rooms

60 amp 208 3 phase Hubbell pin/sleeve connector
120 wall outlets

Alamodome East Field Electrical Room

600 amp 208 cam lock disconnect
400 amp 208 cam lock disconnect

Alamodome West Field Electrical Room

600 amp 208 cam lock disconnect
400 amp 208 cam lock disconnect

Alamodome SE Tunnel Electrical Room

600 amp 208 cam lock disconnect
400 amp 208 cam lock disconnect
400 amp 208 cam lock disconnect

Alamodome Loading Dock East Side

200 amp 208 cam lock disconnect
30 amp 208 cam lock disconnect

Alamodome West Loading Dock West Side

200 amp 208 cam lock disconnect
30 amp 208 cam lock disconnect

Alamodome Catwalk Power

800 amp 208 cam lock disconnect

Alamodome Arthur Griesenbech House – Via Parking Lot

200 amp 3 phase 208 panel
100 amp single phase -120v - 20 amp circuits/GFI

Historical Gross Sales & Commissions

Fiscal Year	Convention Center Sales	Alamodome Sales	Total Sales	Total Commissions	Commission %
FY 2007-2008	\$3,544,507	\$148,614	\$3,693,121	\$1,105,906	30%
FY 2008-2009	\$2,831,463	\$109,740	\$2,941,202	\$882,361	30%
FY 2009-2010	\$2,680,134	\$118,739	\$2,798,873	\$844,141	30%
FY 2010-2011	\$2,900,594	\$111,130	\$3,011,725	\$900,505	30%
FY 2011-2012	\$2,801,495	\$101,132	\$2,902,627	\$872,814	30%
FY 2012-2013	\$2,801,381	\$56,861	\$2,858,242	\$858,498	30%
FY 2013-2014	\$3,226,858	\$135,672	\$3,362,530	\$1,008,478	30%
FY 2014-2015	\$3,565,153	\$145,777	\$3,710,930	\$1,113,281	30%
FY 2015-2016*	\$1,107,609	\$54,054	\$1,161,662	\$348,499	30%
TOTAL	\$25,459,194	\$981,719	\$26,440,912	\$7,934,483	30%

*Through January 2016

004 - SCOPE OF SERVICE

Preferred Qualifications

The City has established the following Preferred Qualifications for Respondents to be selected for an approved list of contractors. Preference will be given to Respondents that do not meet all of the Preferred Qualifications:

1. More than of 3 years in business;
2. More than of 3 years experience providing similar services as defined in this RFQ, and having serviced at least one trade exposition or convention of at least 200,000 sq. ft. in that period, and;
3. Maintain a locally headquartered or branch office in the corporate limits of the City of San Antonio, its extra-territorial jurisdiction (ETJ), or in Bexar County, Texas, for the term of the Contract. If Respondents do not currently maintain a local office, as defined above, Respondents agree to establish a local office within sixty (60) days from Contract commencement. Respondents must provide the City with local office information (address, phone number, fax number, and contact person) as soon as the information is available, but not later than 60 days from Contract commencement.

Commission Schedule

This is a commission-based contract. The commission paid to the City will be determined on a percentage of gross sales. The commission rate during the first 5 years will be 32%. If the renewal option period is exercised, the commission rate will be 35%. The successful Respondent will be required to submit payment to the City on a monthly basis by the 20th calendar day of the month following the preceding month's activity. The payment must include a statement of sales and commissions for each individual event.

RFQ Exhibit 7 Draft Contract contains the detailed scope of services and the requirements of the Successful Respondents. It is also highly recommended that all Respondents carefully review **Exhibit 7** with legal counsel. Successful Respondents will be required to execute the Contract in substantially the form attached. Key components of the Contract to review, include, but are not limited to:

1. Article I Term
2. Article II Rights Granted
3. Article III Scope of Services
4. Article IV Compensation to City
5. Article V Pricing
6. Article VI Staff
7. Article VII Quality Assurance
8. Article VIII Facilities

005 - ADDITIONAL REQUIREMENTS

Intellectual Property.

If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process, or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, Respondent will immediately:

Either:obtain, at Respondent's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,

alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Respondent further agrees to: assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement, assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City, the Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim, the liability claimed shall not have arisen out of the City's negligent act or omission, and the City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

Ownership and Licenses.

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Respondent pursuant to this Contract shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFQ, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction. In accordance here with, Respondent, if selected, agrees to comply with all applicable federal, state, and local laws, rules, and regulations governing documents and ownership, access and retention thereof.

006 - TERM OF CONTRACT

A contract awarded in response to this RFQ will commence October 1, 2016, and shall end on September 30, 2021. The City shall have the sole option to renew the contract for one (1) additional five (5) year term, with the same conditions. If exercised, the optional renewal terms shall begin on October 1, of the subsequent renewal years. By responding to this RFQ; the successful Consultant so agrees.

There is no guarantee to the selected Firm that the CITY will exercise one or more options to continue this contract beyond the initial period. Any amendment or adjustment to the Contract's original terms shall require City Council action. Annual budget sums shall not exceed that authorized by the enabling Ordinance unless City Council action is taken to amend the enabling Ordinance. In regard to compensation, City does not guarantee any minimum volume of work.

Should the contract value be met prior to the end of the stated contract term, the next optional renewal term may start prior to the anniversary of the contract initiation date. If the optional contract renewal date is accelerated as described herein, the Consultant shall be notified in writing by the Solid Waste Management.

This RFQ, the successful Consultant's response, and all amendments and addenda thereto, along with the enabling ordinance approving this contract, shall contain the entire agreement between the parties and shall constitute the Contract Documents when compiled under a fully executed Integration Agreement, and together supersede all previous written or verbal representations, if any, pertaining to the subject matter of this contract. The RFQ controls over all proposal responses; the Integration Agreement controls the RFQ; and the enabling ordinance shall govern all.

007 - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at the **Henry B. Gonzalez Convention Center, 900 East Market Street, San Antonio, TX 78205** at **10:00 a.m.**, Central Time, on **March 10, 2016 in Meeting Room 224**. Respondents are encouraged to prepare and submit their questions 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 with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged. Respondents should bring a copy of this RFQ to the Pre-Submittal Conference. **Site Tours of the Convention Center and the Alamodome will be conducted immediately following the Pre-Submittal Conference.**

This meeting place is accessible to disabled persons. The Henry B. Gonzalez Convention Center is wheelchair accessible. The accessible entrance is located at 900 East Market Street. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

008 - PROPOSAL REQUIREMENTS

Respondent's proposal shall include the following items in the following sequence, noted with the appropriate heading as indicated below. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

Respondents must submit a hard copy proposal. Submit one (1) original, signed in ink, and **seven (7)** copies of the proposal, and **one (1)** compact disk (CD) containing an Adobe PDF version of the entire proposal. Each of the items listed below must be labeled with the heading indicated below as a separate file on the CD.

TABLE OF CONTENTS

EXECUTIVE SUMMARY. The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.

GENERAL INFORMATION FORM. Complete and submit the form in **RFQ Attachment A, Part One.**

EXPERIENCE, BACKGROUND & QUALIFICATIONS. Use the form in **RFQ Attachment A, Part Two.**

PROPOSED PLAN. Use the form in **RFQ Attachment A, Part Three.**

CONTRACTS DISCLOSURE FORM. Complete and submit the form in **RFQ Attachment B**, which is posted separately, or Respondent may download a copy at:
<https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>

Instructions for completing the Contracts Disclosure form:

Download form and complete all fields. All fields must be completed prior to submitting the form.

Click on the "Print" button and place the copy in your proposal as indicated in the Proposal Checklist.

LITIGATION DISCLOSURE FORM. Complete and submit the form in **RFQ Attachment C.** If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the Contract (if awarded) shall complete and return this form.

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM(S). Complete, sign and submit the form(s) in **RFQ Attachment D.**

LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE IDENTIFICATION FORM. Complete, sign and submit the form in **RFQ Attachment E.**

VETERAN-OWNED SMALL BUSINESS (VOSB) IDENTIFICATION FORM. Complete, sign and submit the form in **RFQ Attachment F.**

CERTIFICATE OF INTERESTED PARTIES (Form 1295). Complete, sign, have notarized, and submit Form 1295, found in this **RFQ as Attachment G.**

PROOF OF INSURABILITY. Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFQ if awarded a contract in response to this RFQ. Respondent shall also submit a copy of their current insurance certificate.

SIGNATURE PAGE. Complete, sign and submit the form in **RFQ Attachment H.** The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

PROPOSAL CHECKLIST. Complete and submit the form in **RFQ Attachment I.**

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

009 - CHANGES TO RFQ

Changes to the RFQ, made prior to the due date for proposals shall be made by issuing Addendums. It is Respondent's responsibility to check for Addendums until the proposal due date. City will assume that all Respondents have reviewed all Addendums by the day proposals are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFQ.

010 - SUBMISSION OF PROPOSAL

All proposals must be submitted in hard copy format.

Submission of Hard Copy Proposals. Respondent shall submit **1** original signed in ink, (seven) **7** hard copies, and **1** copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "**Temporary Electrical and Plumbing Services for Events RFX-016-07**" on the front of the package. The name and address of Respondent, the due date for submission of proposals, RFQ number and title of the solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

Proposals must be received in the Office of the City Clerk no later than **11:00 a.m.**, Central Time, on Friday, **April 8, 2016**, at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the Office of the City Clerk by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

Office of the City Clerk

Attn: Convention and Sports Facilities "**Temporary Electrical and Plumbing Services for Events**"

P.O. Box 839966

San Antonio, Texas 78283-3966

Physical Address:

Office of the City Clerk

Attn: Convention and Sports Facilities "**Temporary Electrical and Plumbing Services for Events**"

100 Military Plaza

1st Floor, City Hall San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

Changes to the RFQ, made prior to the due date for proposals shall be made by issuing Addendums. It is Respondent's responsibility to check for Addendums until the proposal due date. City will assume that all Respondents have reviewed all Addendums by the day proposals are due. No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFQ.

011 - RESTRICTIONS ON COMMUNICATION

Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFQ or proposals from the time the RFQ has been released until the contract is posted as a City Council agenda item; and 2) 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 proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

Respondents may ask verbal questions concerning this RFQ at the Pre-Submittal Conference. Respondents may submit written questions concerning this RFQ to the Staff Contact Person listed below until **11:00 a.m.**, Central Time, on **March 25, 2016**. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

Dana Jordan, Procurement Specialist III
City of San Antonio, Finance Department
dana.jordan@sanantonio.gov

Questions submitted and the City's responses will be posted with this solicitation.

Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form. The point of contact is **Mr. David Rodriguez**. Mr. Rodriguez may be reached by telephone at **(210) 207-0071** or by e-mail at david.rodriguez@sanantonio.gov. *This exception to the Restrictions on Communication does not apply, and there is no contact permitted to the Small Business Office regarding this RFQ, after the RFQ closing date.*

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

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm, anticipated City Council agenda date and a review of the solicitation process.

City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations, initiated by City staff persons, shall not be considered a violation by Respondent of this section.

012 - EVALUATION CRITERIA

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

Evaluation criteria:

Experience, Background, Qualifications **(50 points)**

Proposed Plan **(30 points)**

Small Business Economic Development Advocacy Program SBEDA

Mentorship Incentive – **(5 points)**

Respondents certifying their commitment to serve as mentors in the City of San Antonio's Mentor Protégé Program will receive five (5) evaluation criteria percentage Points. Respondents document such commitment by initialing and signing the "Mentor Commitment Form" attached to this solicitation.

For qualified joint venture respondents, **each joint venture partner must initial, sign and submit a "Mentor Commitment Form"** for the joint venture respondent to receive the five (5) evaluation preference points.

Local Preference Program (up to **10 Points**)

Veteran's Preference Program (**5 Points**)

013 - 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.

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

City may accept any Proposal 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.

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

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

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

If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.

The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.

Conflicts of Interest.

Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) 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.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City's Ethics Code. (Contracts Disclosure – form may be found online at <https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>.)

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

State of Texas Conflict of Interest Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under §176.066(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

In addition, please complete the **City's Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

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

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

If delivering by hand, deliver to:

Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205.

Do not include these forms with your proposal. The Purchasing Division will not deliver the forms to the City Clerk for you.

014 - SCHEDULE OF RFQ EVENTS

Following is a list of **projected dates** with respect to this RFQ:

RFQ Release Date	Monday, March 7, 2016
Pre-Submittal Conference	Thursday March 10, 2016 at 10:00 A.M., CST
Questions Deadline	Friday, March 25, 2016 at 11:00 A.M., CST
Proposal Due Date	Friday, April 8, 2016 at 11:00 A.M., CST

015 - RFQ EXHIBITS

RFQ EXHIBIT 1

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. In the absence of a waiver granted by the SBO, failure of a Prime Contractor to commit in its response, through fully-documented and signed SBO-promulgated Subcontractor/Supplier Utilization Plan form, to satisfying the SBE subcontracting goal shall render its response NON-RESPONSIVE.

Waiver Request – A Respondent may request, for good cause, a full or partial Waiver of a **specified subcontracting goal** included in this solicitation by submitting the *Respondent Subcontracting Waiver Request* form (which is available at <http://www.sanantonio.gov/SBO/Forms.aspx>) with its solicitation response. The Respondent's Waiver request must fully document subcontractor unavailability despite the Respondent's good faith efforts to comply with the goal. Such documentation shall include all good faith efforts made by Respondent including, but not limited to, which subcontractors were contacted (with phone numbers, e-mail addresses and mailing addresses, as applicable) and the method of contact. **Late Waiver requests will not be considered.**

Exception Request – A Respondent may, for good cause, request an Exception to the application of the SBEDA Program if the Respondent submits the *Exception to SBEDA Program Requirements Request* form (available at <http://www.sanantonio.gov/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 will not be considered.**

B. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2010-06-17-0531 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development (EDD) website page and is also available in hard copy form upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of this Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

C. Definitions

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

Certification or “Certified” – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City accepts any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6 of Attachment A.

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

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

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

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

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

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

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

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

Industry Categories – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering (A&E), Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as “business categories.”

Joint Venture – a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

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

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

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

Minority Group Members – African-Americans, Hispanic Americans, Asian Americans and Native

Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

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

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

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

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

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

Payment – dollars actually paid to Respondents and/or Subcontractors 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 Contractor – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City. For purposes of this agreement, this term refers to the Respondent.

Relevant Marketplace – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the MGT Studies, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

Respondent – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City. For purposes of this Contract, Contractor is the Respondent.

Responsible – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

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

San Antonio Metropolitan Statistical Area (SAMSA) – also known as the Relevant Marketplace, the geographic market area from which the CITY's MGT Studies analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

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

Significant Business Presence – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an

established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

Small Business Enterprise (SBE) – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

Small Business Office (SBO) – the office within the Economic Development Department (EDD) of the CITY that is primarily responsible for general oversight and administration of the S/M/WBE Program.

Small Business Office Manager – the Assistant Director of the EDD of the CITY that is responsible for the management of the SBO and ultimately responsible for oversight, tracking, monitoring, administration, implementation and reporting of the S/M/WBE Program. The SBO Manager is also responsible for enforcement of contractor 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.

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor or Respondent in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of each binding agreement between the Respondent and its subcontractors shall be submitted to the CITY prior to execution of this contract agreement and any contract modification agreement.

Suspension – the temporary stoppage of the SBE or M/WBE firm's beneficial participation in the CITY's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7 of Attachment A to the SBEDA Ordinance, or the temporary stoppage of Respondent's and/or S/M/WBE firm's performance and payment under CITY contracts due to the CITY's imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

Subcontractor/Supplier Utilization Plan – a binding part of this contract agreement which states the Respondent's commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of Respondent's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee.

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

D. SBEDA Program Compliance – General Provisions

As Respondent acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of Respondent's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. Respondent voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, Respondent further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

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

8. Respondent acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the Respondent and each of its Subcontractors for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System, and Respondent has represented to CITY which primary commodity codes each registered Subcontractor will be performing under for this contract.

E. SBEDA Program Compliance – Affirmative Procurement Initiatives

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

SBE Subcontracting Program. In accordance with SBEDA Ordinance Section III. D. 7. (e), this contract is being awarded pursuant to the SBE Subcontracting Program. CONTRACTOR agrees to subcontract at least **twenty-five percent (25%)** of its prime contract value to certified SBE firms headquartered or having a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA). The Subcontractor / Supplier Utilization Plan that CONTRACTOR 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 Subcontractors to be used by CONTRACTOR on this contract, the respective percentages of the total prime contract dollar value to be awarded and performed by each SBE Subcontractor, and documentation including a description of each SBE Subcontractor's scope of work and confirmation of each SBE Subcontractor'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 CONTRACTOR to attain this subcontracting 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 the CITY, and may result in debarment from performing future CITY contracts, withholding of payment for retainage equal to the dollar amount of the underutilization below the agreed upon SBE subcontracting goal, 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: The City of San Antonio 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 subcontracting goal of 4% that has been established for this contract. While the relative availability of ready, willing, and able firms within various ethnic and gender categories will vary significantly from contract to contract based upon the particular trades that are involved, overall in the San Antonio Other Services industry, as reflected in the City's Centralized Vendor Registration system for the month of January 2016, African-American owned firms represent approximately 2.51% of available subcontractors, Hispanic-American firms represent approximately 10.67%, Asian-American firms represent approximately 0.82%, Native American firms represent approximately 0.13%, and Women-owned firms represent approximately 4.96% of available other services subcontractors.

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the Respondent represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, Respondent shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, 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 Subcontractors, vendors and suppliers to participate in all of its public sector and

private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Respondent's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. Respondent shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

G. Prompt Payment

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

H. Violations, Sanctions and Penalties

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

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

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

1. Suspension of contract;
2. Withholding of funds;
3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program

compliance;

4. Refusal to accept a response or proposal; and
5. Disqualification of Respondent or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

RFQ EXHIBIT 2

INSURANCE REQUIREMENTS

1. Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and completed certificate(s) of insurance to the City's Convention and Sports Facilities Department, which shall be clearly labeled "**Temporary Electrical and Plumbing Services for Events**" in the description of operations block of the certificate. The certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a memorandum of insurance or binder as proof of insurance. The certificate(s) must be signed by the authorized representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Convention and Sports Facilities Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

2. City reserves the right to review the insurance requirements of this article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

3. A Respondent's financial integrity is of interest to City; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate per project, or its equivalent in Umbrella or Excess Liability Coverage f. \$300,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

4. At the discretion of the Respondent, any subcontractors and/or suppliers providing goods or services hereunder may be required to obtain the same categories of insurance coverage required of Respondent herein, and provide a certificate of insurance and endorsement that names the Respondent and the City as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Respondent. Respondent shall provide City with said certificate and endorsement prior to the commencement of any work by the

subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the Agreement for all purposes.

5. As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Respondent shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Respondent shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Convention & Sports Facilities
Attn: Fiscal Division
P.O. Box 1809
San Antonio, Texas 78296-1809

6. Respondent agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
 - a. Name City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
 - b. Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
 - c. Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City
 - d. Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
7. Within five calendar days of a suspension, cancellation or non-renewal of coverage, Respondent shall provide a replacement certificate of insurance and applicable endorsements to City. City shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
8. In addition to any other remedies City may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, City shall have the right to order Respondent to stop work hereunder, and/ or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.
9. Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under this Agreement.
10. It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

11. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of City shall be limited to insurance coverage provided.
12. Respondent and any subcontractors are responsible for all damage to their own equipment and/or property.

RFQ EXHIBIT 3

INDEMNIFICATION REQUIREMENTS

1. **RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this AGREEMENT, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of performance of the rights or duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**
2. **The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.**
3. **RESPONDENT shall advise CITY in writing within 24 hours of any claim or demand against CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT'S activities under this AGREEMENT.**
4. **Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by Respondent in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Respondent shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Respondent fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Respondent shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.**
5. **Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of Respondent, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Respondent or any subcontractor under worker's compensation or other employee benefit acts.**

RFQ EXHIBIT 4

LOCAL PREFERENCE PROGRAM (LPP) ORDINANCE

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio ("City") to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, by Ordinance No. 2013-03-21-0167, effective for solicitations issued after May 1, 2013.

This solicitation is subject to the Local Preference Program. For more information on the program, refer to the Local Preference Program Identification Form attached to this solicitation.

In order to receive consideration the Local Bidder must complete and return the attached Local Preference Identification Form.

RFQ EXHIBIT 5

VETERAN-OWNED SMALL BUSINESS (VOSB) PREFERENCE PROGRAM ORDINANCE

Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation.

For more information on the program, refer to the Veteran-Owned Small Business Preference Program Identification Form attached to this solicitation.

Respondent must complete and return the attached Veteran-Owned Small Business Preference Program Identification Form.

RFQ EXHIBIT 6

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

Effective January 1, 2016, the City of San Antonio must comply with Texas Government Code, Chapter 2252, Subchapter Z, Section 2252.908 (the Code). The Code states that the City cannot enter into a contract with a business entity unless the contractor has submitted a Certificate of Interested Parties (Form 1295) to the Texas Ethics Commission (TEC).

Form 1295 must be completed on-line by the business entity. For more information on the program, refer to the CERTIFICATE OF INTERESTED PARTIES (Form 1295) as an attachment to this solicitation.

After completing the form online, the business entity will print the form, sign it in front of a notary, and submit the paper form to the City with your proposal.

EXHIBIT 6

Historic and Projected Events & Attendance

(Posted as a separate document)

Following is a chronological list of events which are either contracted or definite at the time of release of this RFQ for the period October 1, 2016 through September 30, 2021. The list does not include any events for the Carver, as the quantity of events requiring these services is limited. This list is provided for informational purposes and no guarantee is made by the City as to the accuracy or reliability of this information. The intent of this list is to provide Respondents with general information on the quantity, type and location of events in the Facilities scheduled to be held during the term of the Contracts, as well as provide Respondents with specific information for events which may require contracted services.

EXHIBIT 7

DRAFT CONTRACT

(Posted as separate document)

016 - RFQ ATTACHMENTS

RFQ ATTACHMENT A, PART ONE

GENERAL INFORMATION

- 1. Respondent Information:** Provide the following information regarding the Respondent.
(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: _____

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

Business Structure: Check the box that indicates the business structure of the Respondent.

Individual or Sole Proprietorship If checked, list Assumed Name, if any:

Partnership

Corporation If checked, check one: For-Profit Nonprofit

Also, check one: Domestic Foreign

Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

(NOTE: This RFQ solicits proposals to provide services under a contract which has been identified as "High-Profile". Therefore, Respondent must provide the name of person that will sign the Contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

Provide address of office from which this project would be managed:

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

List Related Companies:

2. **Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes ___ No ___

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes ___ No ___ If "Yes", list authorizations/licenses.

5. Where is the Respondent's corporate headquarters located? _____

6. Local/County Operation: Does the Respondent have an office located in San Antonio, Texas?

Yes ___ No ___ If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its San Antonio office?

Years _____ Months _____

b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes ___ No ___ If "Yes", respond to c and d below:

c. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months _____

d. State the number of full-time employees at the Bexar County office. _____

7. Debarment/Suspension Information: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes ___ No ___ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. Surety Information: Has the Respondent ever had a bond or surety canceled or forfeited?

Yes ___ No ___ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

9. Bankruptcy Information: Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes ___ No ___ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. Disciplinary Action: Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

11. Previous Contracts:

a. Has the Respondent ever failed to complete any contract awarded?

Yes ___ No ___ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

REFERENCES

Provide three (3) references, preferably municipalities, Respondent has provided commercial electrical and/or plumbing installation services, and/or temporary electrical and plumbing services for events, within the past three (3) years. The contact person named should be familiar with the day-to-day management of the Contract and be willing to respond to questions regarding the type, level and quality of services provided.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email Address: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email Address: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Email Address: _____

Date and Type of Service(s) Provided: _____

RFQ ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

Respondent shall provide narrative responses to the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Municipal Experience
 - a. Describe specific experience with public entity clients, especially large municipalities.
 - b. If Respondent has provided services for the City of San Antonio in the past, identify the name of the contract or project, and the department for which those services were provided.
2. Joint Venture
 - a. If proposing as a team or joint venture, or including subcontractors, describe the rationale for selecting the team and the extent to which the team, joint venturers, and/or subcontractors have worked together in the past. Also:
 - i. Indicate whether proposed subcontractors, or Joint Venture team members, have ever been terminated from a contract prior to project completion within the past ten (10) years. If yes, provide the firm name and a brief explanation.
 - ii. Indicate whether proposed subcontractors, or Joint Venture team members, have ever failed to receive an agreement extension, or award for eligible phase work, within the past ten (10) years. If yes, provide the firm name and a brief explanation.
3. Company. Provide corporate officers and their experience in the industry.
4. Labor Issues. Indicate the number of labor disputes within the past three (3) years which resulted in a work stoppage or reduction in service levels. Provide an explanation for each dispute detailing the:
 - a. location
 - b. circumstances
 - c. outcome
5. Affiliations. Describe affiliations with other convention and tradeshow contractors, such as decorator, audio/visual, or destination management companies. Include:
 - a. name of organization
 - b. nature of affiliation
 - c. type of services provided by affiliate
6. Client References. Provide a list of other similar contracts or clients over the past three (3) years, including:
 - a. name of client
 - b. address of client
 - c. size of client
 - d. telephone number of client
 - e. length of relationship
 - f. quantity and types of events
 - g. annual sales and attendance
 - h. services provided (i.e. electrical and lighting, water and drain lines, fill and drain services, natural gas lines and/or gas cylinders, compressed air)
7. Contracts
 - a. Identify contracts in which Respondent is currently the "exclusive", "preferred" or an "approved" temporary electrical and plumbing services contractor.
 - b. Identify accounts in which Respondent provides a majority of the commercial and/or temporary electrical and/or plumbing services, but does not have a contract.
8. Experience. Describe experience relevant to the Preferred Qualifications in this RFQ:
 - a. Indicate the number of years providing commercial electrical and/or plumbing services, as a licensed electrical and/or plumbing contractor, as defined in this RFQ.
 - b. Indicate the number of years providing temporary electrical and plumbing services, as a licensed electrical and/or plumbing contractor, as defined in this RFQ.
 - c. Indicate the type of commercial electrical and plumbing installation services previously provided.

- d. Indicate the type of temporary electrical and plumbing services previously provided (i.e. electrical and lighting, water and drain lines, fill and drain services, natural gas lines and/or gas cylinders, compressed air).
 - e. Provide the number of trade expositions and conventions Respondent has provided temporary electrical and plumbing services in the past three (3) years.
 - f. Provide a list of the largest expositions/conventions, by net sq. ft., Respondent has provided temporary electrical and plumbing services for in the past three (3) years, including:
 - i. net sq. ft.
 - ii. event name
 - iii. facility name
 - iv. city and state
 - v. customer name
 - vi. customer contact name
 - vii. customer contact telephone number
 - viii. customer contact email address
 - g. Identify the largest exposition, by net sq. ft., Respondent has provided temporary electrical and plumbing services for in Texas and nationally in the past three (3) years. Include:
 - i. net sq. ft.
 - ii. event names
 - iii. facility names
 - iv. cities and states
 - v. customer names
 - vi. customer contact names
 - vii. customer contact telephone numbers
 - viii. customer contact email addresses
9. Other Resources. Provide other resources to support this Contract, including:
- a. total number of employees
 - b. number and location of offices
 - c. quantities and types of specialized equipment
10. Additional Information. Include any brochures and identify any other relevant information Respondent wants the City to consider in its selection.

RFQ ATTACHMENT A, PART THREE

PROPOSED PLAN

Respondent shall provide narrative plans to address the following items. Describe the proposed plans to conduct operations in a first-class manner in the Facilities.

1. Management Plan

- a. Describe the proposed onsite management, addressing method of operation, operational structure, and support services to be provided by corporate or other offices.
- b. Provide a proposed organizational chart of all full-time and part-time staffing, including the use of subcontractors, unions and staffing agencies.

2. Staffing & Training Plan

- a. Provide the following information for all proposed onsite and offsite staff and management of this contract, if awarded:
 - i. quantity
 - ii. job type (i.e. professional, technician, para-professional, administrative)
 - iii. job title
 - iv. wage or pay range
 - v. bonus, benefit, insurance, vacation and sick-leave information
 - vi. physical location (onsite or if offsite the city, state)
 - vii. relevant experience required in the industry and on projects of similar size and scope
 - viii. professional qualifications (including education, licenses, certifications, registrations, associations)
 - ix. job descriptions or primary work assignment, including duties and responsibilities
 - x. percentage of time working on this contract
- b. Describe plan for ongoing training of staff to ensure required trade licensing requirements are achieved, and the highest levels of technical competence, quality and customer service. Include:
 - i. training programs that are regularly used at other accounts
 - ii. the proposed onsite management's experience in administering these training programs
 - iii. the number of hours and course content required of all employees and group workers prior to working events and during the course of each year
 - iv. measurable results of your training programs
- c. Provide a copy of the employee training manual, employee handbook, and drug-use policy.

3. Operating Plan

- a. Indicate the regular days and hours of operation.
- b. Describe plan to provide service outside regular days and hours of operation.
- c. Describe any transitional plan to establish operations, including:
 - i. the hire of key employees
 - ii. coordination of product supply
 - iii. procedure/policy development
 - iv. use of subcontractors, unions and staffing agencies
- d. Indicate current availability, including any present commitments that may conflict with ability to commence operations in a timely manner.

4. Marketing Plan

- a. Describe plan to maintain the current high-quality of services provided at the Facilities. Also include plan for increased sales to customers.
- b. Describe plan to market services, including the staff responsible for marketing services, and provide the proposed marketing budget.

5. Service & Rate Plan

- a. Provide a proposed service and rate card for customers, indicating the full complement of proposed services, unit and package pricing, labor rates, etc. Pricing must be competitive with similar facilities in the region.

6. Sales & Commission Plan

- a. Provide samples of customer proposals and invoices, and monthly sales and commission reports that will be furnished to City during the term of the Contract.

7. Equipment & Maintenance Plan
 - a. Provide a comprehensive list of all proposed equipment to be utilized (including vehicles and equipment carriers), including value and location where it is or will be stored (city and state). This equipment includes, but is not limited to: electrical wire; receptacles; floodlights; rubber hoses; pumps; faucets; attachments; portable transformers and generators; platform trucks; personnel carts; air hoses; water hoses, and; other equipment normally associated with these types of services.
 - b. Describe plan to ensure maintenance of all equipment throughout term of the Contract.
 - c. Describe plan for improving the physical utility infrastructure in the Facilities and how technology will be utilized to improve service and quality of operations. Respondents should utilize this section to describe any plans, comments or recommendations regarding the utility infrastructure of the Facilities.
8. Permit & Inspection Plan
 - a. Describe the process of identifying and ensuring which installations require trade permits and inspections, and ensuring those permits are obtained and inspections are performed.
 - b. Describe the process and procedures for obtaining and tracking required trade permits and associated inspections, and ensuring overall compliance with local codes and regulations.
9. Subcontractor & Supplier Management Plan
 - a. Describe plan to identify, select, manage and assist subcontractors and suppliers, including certified local, small and minority businesses.
 - b. Describe corrective action, or contingency, plan for substandard work or product of subcontractors and suppliers.
10. Safety & Emergency Plan
 - a. Describe plan to ensure the safety of staff and others in the facilities, and to address emergency contingencies resulting from, or incident to, services provided.
11. Service Outage Plan
 - a. Describe plan to provide services in the event of a temporary outage of primary facility utilities, such as power and water.
12. Quality Assurance Plan. Because the highest level of quality and service is imperative for successful Respondents and these Facilities to be successful in the marketplace, Respondents must have operations and management that places a premium on customer service and experience. Successful Respondents are required to respond to ratings of "Fair" and below (or the equivalent) on surveys administered to Licensees of the Facilities by the City. Among other items, the surveys measure the quality of services provided by Successful Respondents. Successful Respondents failing to provide a consistently high quality of service will be subject to early termination of their Contracts.
 - a. Provide detailed and specific Key Performance Indicators (KPIs) for the delivery of your services under this Contract, including samples, without limitation, of such performance criteria from other venues: client exit interviews of customers, Respondent-administered surveys, secret shopper services, internal audits, customer focus groups, employee training standards, etc.
 - b. Describe policies and processes, and identify staff, utilized for quality assurance, problem resolution, self-assessment, liaising with City inspectors, and monitoring subcontractor performance.
13. Additional Information
 - a. Provide any additional plans and relevant information to providing the required services.

RFQ ATTACHMENT B
CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form to be downloaded at

<https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>.

Instructions for completing the Contracts Disclosure form are listed below:

1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist

RFQ ATTACHMENT C

LITIGATION DISCLOSURE FORM

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes ___ No ___

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes ___ No ___

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes ___ No ___

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

RFQ ATTACHMENT D

SBEDA FORM(S)

(Posted as separate document)

RFQ ATTACHMENT E

LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM

(Posted as separate documents)

RFQ ATTACHMENT F

VETERAN-OWNED SMALL BUSINESS (VOSB) PREFERENCE PROGRAM IDENTIFICATION FORM

(Posted as separate documents)

RFQ ATTACHMENT G

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234). The form is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Print your completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with your response to this solicitation.

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

“Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

“Intermediary”, for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person’s participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) if not an employee of the business entity.

RFQ ATTACHMENT H

SIGNATURE PAGE

Respondent, and co-Respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <http://www.sanantonio.gov/purchasing/>

By submitting a proposal, Respondent represents that:

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

If awarded a Contract in response to this RFQ, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in **RFQ Exhibits 2 & 3**.

If awarded a Contract in response to this RFQ, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the General Information form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract – or any other person acting on behalf of such a person or entity – from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S) he is authorized to submit this proposal on behalf of the entity.

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions

I acknowledge that this Contract has been designated a "high-profile" contract. I have read and understand the provisions regarding high-profile contracts that appear on the cover page of this RFQ.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Firm Entity Name

Signature: _____

Printed Name: _____

Title: _____

(NOTE: If proposal is submitted by Co-Firms, an authorized signature from a representative of each Co-Firm is required. Add additional signature blocks as required.)

RFQ ATTACHMENT I

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
General Information and References RFQ Attachment A, Part One	
Experience, Background & Qualifications RFQ Attachment A, Part Two	
Proposed Plan RFQ Attachment A, Part Three	
*Contracts Disclosure Form RFQ Attachment B	
Litigation Disclosure Form RFQ Attachment C	
SBEDA Form and Associated Certificates, if applicable RFQ Attachment D	
*Local Preference Program Identification Form RFQ Attachment E	
*Veteran-Owned Small Business Identification Form RFQ Attachment F	
**Certificate of Interested Parties (Form 1295) RFQ Attachment G	
Proof of Insurability (See RFQ Exhibit 2) Insurance Provider's Letter Copy of Current Certificate of Insurance	
*Signature Page RFQ Attachment H	
Proposal Checklist RFQ Attachment I	
One (1) Original, seven (7) hard copies and one (1) CD of entire proposal in PDF format if submitting in hard copy.	

*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.

**Certificate of Interested Parties (Form 1295) requires notarization.