



**REQUEST FOR QUALIFICATIONS  
FOR DESIGN-BUILD SERVICES  
FOR THE  
CPS ENERGY HEADQUARTERS PROJECT**

**PR # 10473317**



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## **REQUEST FOR QUALIFICATIONS (RFQ) OVERVIEW, KEY TERMS, & PREPARATION**

The City Public Service Board of San Antonio, Texas (“CPS Energy”) is interested in obtaining qualifications from design-build firms to provide architectural, engineering, and construction services relative to the design and construction of CPS Energy’s planned corporate headquarters to be located in San Antonio, Texas (“Services”). The corporate headquarters project is expected to consist of an office building ten to fifteen stories in height, supporting multiple operating groups, with an estimated total overall gross area of 200,000 to 300,000 sq. ft.; in addition to the office building, the corporate headquarters project will require a parking structure for 1,200 to 1,300 vehicles (the “Project”). All sizes and dimensions are approximate and subject to change.

The building site has not yet been selected. However, CPS Energy’s intent is to construct the Project within or in close proximity to the San Antonio Central Business District. The office building site is expected to be at least 3.0 acres. The parking structure site is expected to be at least 2.0 acres and either contiguous with the office building site or separated by one thoroughfare.

Site development will include parking, landscaped areas, and interconnection both CPS Energy-owned and commercial telecommunications infrastructure. An option for the Project to be Leadership in Energy and Environmental Design (“LEED”) Certified will be developed. CPS Energy is looking for a company whose primary business concerns, professional qualifications, technical competence and specialized experience indicate its ability and willingness to satisfactorily perform these Services.

CPS Energy’s budget for the Project for purposes of qualifications submissions is \$100,000,000.00.

The following Exhibits are made a part of this RFQ:

EXHIBIT A:	SCOPE OF DESIGN-BUILD SERVICES
EXHIBIT B:	QUALIFICATION SUBMITTALS
EXHIBIT C:	SELECTION CRITERIA
EXHIBIT D:	DESIGN-BUILD SERVICES AGREEMENT FOR CPS ENERGY HEADQUARTERS PROJECT
EXHIBIT E:	CONFIDENTIALITY AGREEMENT
EXHIBIT F:	MINIMUM INSURANCE REQUIREMENTS
EXHIBIT G:	GUIDELINES FOR BUSINESS TRAVEL EXPENSES
EXHIBIT H:	BUSINESS QUESTIONNAIRE
EXHIBIT I:	DESIGN CRITERIA PACKAGE

Accordingly, CPS Energy is soliciting Statements of Qualifications (SOQs) from interested design-build firms or teams (“Respondents”) to design and construct the Project. This Request for Qualifications (RFQ) invites Respondents to submit SOQs describing in detail their technical and financial qualifications to act as the design-build firm for the Project. Design and construction of the Project shall be completed using the Design-Build Method of procurement in



accordance with Section 2269.301 et seq. of the Texas Government Code. The successful Respondent will be determined following subsequent interviews of a maximum of five (5) respondents who will be chosen (“short-listed”) to submit proposals in response to CPS Energy’s future issuance of a Request for Proposals (“RFP”).

Selection of the successful Respondent will be determined based upon the proposal that CPS Energy determines to provide the best value to CPS Energy, according to the Selection Criteria set forth below in Exhibit C to this RFQ (note that no proposals are to be submitted by Respondents during this phase of the selection process). Each Respondent shall submit with its response to this RFQ its certification to CPS Energy that each architect or engineer that is a member of Respondent’s firm was selected based on demonstrated competence and qualifications, in the manner provided by Section 2254.004 of the Texas Government Code. ONLY THOSE RESPONDENTS THAT RESPOND IN ACCORDANCE WITH THE REQUIREMENTS OF THIS RFQ AND ARE SHORT-LISTED WILL BE ISSUED A REQUEST FOR PROPOSALS (RFP) AND INVITED TO SUBMIT A PROPOSAL IN RESPONSE TO THE RFP. PURSUANT TO SECTION 2269.307 OF THE TEXAS GOVERNMENT CODE, NO MORE THAN FIVE FIRMS WILL BE SHORT-LISTED AS ELIGIBLE TO PARTICIPATE IN THE RFP STAGE OF THIS PROCUREMENT.

The specific services to be performed by the selected Respondent for the Project will be as specified in **Exhibit A to this RFQ (SCOPE OF DESIGN-BUILD SERVICES)**.

A qualification submittal shall be submitted with the information described in **Exhibit B to this RFQ (QUALIFICATION SUBMITTALS)** under cover of the Respondent’s firm letterhead and signed by an officer of Respondent who has authority to bind the Respondent to a contract to be negotiated for the requested services in accordance with Section 2269.301 et seq. of the Texas Government Code. If the Respondent is a joint venture of two or more firms, an officer of each joint venture member firm with authority to bind such member firm shall also sign the qualifications submittal. The title of each person signing on behalf of a Respondent shall be shown beneath his or her signature. The steps for short-listing of Respondents and consideration of proposals are:

A. Selection Process Steps

1. CPS Energy will select a Respondent for the Project using a two-step process.
2. This RFQ, in which the SOQs are being requested, serves as the first step or pre-qualification phase.
3. A Technical Evaluation Committee (TEC) will review, evaluate, and rank each of the SOQs received utilizing a numerical scoring system based on the responses to the criteria outlined in this RFQ.
4. Those Respondents deemed to be the most qualified will be short-listed, which may include up to five (5) Respondents, according to Section 2267.307 of the Texas Government Code.
5. During the second step, the short-listed Respondents will be invited to submit proposals in response to the forthcoming Request for Proposal



- (RFP). Only those Respondents that have been pre-qualified under this RFQ Process will be permitted to submit a proposal in response to the RFP.
6. Upon receiving the proposals from the short-listed Respondents, the TEC will evaluate and rank the responses utilizing a numerical scoring system to be outlined in the RFP.
  7. The TEC will recommend a Respondent for consideration to the Selection Committee (SC).
  8. The SC will review the SOQ/proposal and select a Respondent for contract negotiation purposes.
  9. CPS Energy will then attempt to negotiate a contract with the selected Respondent using the form of contract included herewith as **Exhibit D (DESIGN-BUILD SERVICES AGREEMENT FOR CPS ENERGY HEADQUARTERS PROJECT)**.
  10. If CPS Energy is unable to negotiate a satisfactory contract with the selected Respondent, CPS Energy will, formally and in writing, end all negotiations with that Respondent and proceed to negotiate with the next Respondent in the order of the selection ranking until a contract is reached or negotiations with all ranked Respondents end.

#### B. Interviews

CPS Energy may interview any, all or none of the Respondents to the RFQ in its sole discretion. If requested, Respondents will provide clarification regarding their submittals with respect to their qualifications and their understanding of the solicitation's scope of services.

#### C. Evaluation Criteria Summary

Respondents shall be ranked based on CPS Energy's evaluation of their qualification submittals according to the criteria set forth in **Exhibit C to this RFQ (SELECTION CRITERIA)**. CPS Energy reserves the right to reject any and all qualification submittals and to waive minor informalities and irregularities in such submittals.

No Respondent shall include any fee schedule, or propose any pricing terms or other compensation-related information to CPS Energy in its response to this RFQ.

**If a contract is executed with a Respondent, the Respondent shall be compensated for its services only as mutually agreed upon and specified in the contract.** CPS Energy assumes no liability or responsibility for the costs incurred by any Respondent for any materials, efforts or expenses required in the preparation of qualification submittals, or in connection with presentations or demonstrations or other submittals prior to the issuance of a contract.



Respondent shall prepare and submit:

- Three (3) identical sealed printed copies and
- Two (2) identical electronic copies of its qualification submittal.

Each qualification submittal shall contain a complete copy of this document and required supplemental data. Qualification submittals that are not prepared and submitted in accordance with these instructions will be considered irregular and may be rejected at the discretion of CPS Energy. Qualification submittals shall be submitted in sealed boxes or packages each endorsed on the outside with the Respondent's name(s) and the CPS Energy Request for Qualifications Name and Number.

In the event that the Respondent is not able to meet the delivery date, then the Respondent is responsible for giving notice and full particulars of occurrence of the cause of delay in writing to Procurement Analyst as soon as possible. After the occurrence of the cause relied on and prior to the delivery date, the Respondent shall notify CPS Energy Analyst in writing two (2) days before the due date of the qualification submittal. **There shall be no exceptions.**

**Qualification submittal deliveries are accepted from 7:00 am (CST) to 5:00 pm (CST).**

Three (3) sets of sealed qualification submittals as described above will be internally sent, by the date and time stated in the Request for Qualifications, to:

Attention: Mr. Daniel Escarcega, Mail Drop: 110901  
9<sup>th</sup> floor Navarro Building  
CPS Energy  
145 Navarro Street, San Antonio, Texas 78205  
**or**  
P.O. Box 2906, San Antonio, Texas 78299-2906

**CPS Energy reserves not only the right to reject any and all qualification submittals and to waive minor formalities and irregularities, but also the right to require interviews of any and all Respondents as CPS Energy deems necessary in order to evaluate the Respondents' qualification submittals in accordance with the Selection Criteria set forth in Exhibit C, below.**

During the solicitation period, Mr. Daniel Escarcega shall be the sole contact for any inquiries to CPS Energy from Respondents to this Request for Qualifications. Any Respondent inquiries shall be submitted in writing by electronic mail to Mr. Daniel Escarcega at [DAEscarcega@cpsenergy.com](mailto:DAEscarcega@cpsenergy.com). Respondents are prohibited from communicating with CPS Energy staff or representatives (other than Mr. Escarcega in the above-described manner) or with CPS Energy Board Members regarding this RFQ during the period between solicitation of qualification submittals and award of a contract, with the exception of communications with CPS Energy representatives during pre-submittal meetings that are open to all Respondents or the submission of written responses to questions posed by CPS Energy during interviews to be scheduled after all Respondents' qualification submittals have been received and opened.



Violation of this restriction against prohibited contacts by a Respondent or its agents may lead to disqualification of Respondent from further consideration of its qualification submittal.

A pre-submittal meeting will be held on the date, time and location specified in the RFQ Notice, at which time Respondents may pose questions pertaining to the scope of services sought hereunder. Although attendance at this meeting is not mandatory, CPS Energy strongly recommends attendance by all Respondents.

Respondents may be requested to give an on-site presentation of their qualifications and provide further information of previous projects, if needed, to assist CPS Energy in the evaluation process of the Respondent's qualification submittals.





## **Preparation of Qualifications Submittal**

**All qualifications submittals shall adhere to the following requirements:**

- a) All the elements of information specified must be included without exception.
- b) Sections and pages shall be appropriately numbered and ordered.
- c) A Table of Contents listing all sections, figures and tables must be included.
- d) Labeled index tabs shall separate major sections and appendices.
- e) Microsoft Version Word Office 2003 or later needs to be used for the digital copy.
- f) The name, title, address and telephone number of the individual with authority to contractually bind the Respondent.
- g) Submittals shall define in detail any deviations from the RFQ. All cost information, exceptions, clarifications, and advantages shall be defined in detail. Any and all variances or exceptions taken to the Contract Documents must be specifically noted.

**CPS Energy assumes no liability or responsibility for the costs incurred by the Respondent for any materials, efforts or expenses required in the preparation of submittals or in connection with presentations or demonstrations prior to the issuance of a Contract.**



## EXHIBIT A

### SCOPE OF DESIGN-BUILD SERVICES

The successful Respondent shall perform all services and work (“Services”) necessary to complete and deliver the Project consistent with the requirements of **Exhibit I (DESIGN CRITERIA PACKAGE OR “DCP”)** and **Exhibit D (DESIGN-BUILD SERVICES AGREEMENT FOR CPS ENERGY HEADQUARTERS PROJECT)**.

Generally, the Respondent’s scope of Services will include the planning, development, design, engineering, procurement, demolition, and construction of the site work, facilities, parking, roadways, and related improvements for the Project, including but not limited to all architectural, engineering, geotechnical, environmental, construction, and other services necessary for the successful development, execution and completion of the Project.

1. Design Services: Deliverables to be produced by the Respondent in the performance of its Design Services shall include at a minimum:
  - a) Quality Control Plan
  - b) Cost Control Plan
  - c) Materials and Equipment Management Plan
  - d) Health and Safety Plan
  - e) Emergency Response Plan
  - f) Project Site Logistical Plan
  - g) Permitting Plan
  - h) Risk Management and Mitigation Plan
  - i) Strategy Summary Report: A narrative statement of the Respondent’s strategy and approach to accomplish the design and construction of the Project, for each Operations Center and its related facilities, within the Project Cost Limitation and within the Project Schedule for the Project, and specifically describing the major materials to be used, perceived risks to cost and schedule, and other major features of the Respondent’s strategy.
  - j) Presentation Meeting Deliverables
  - k) Schematic Design Phase Deliverables accompanied by updated Project Schedule and Control Estimates
  - l) Design Development Phase Deliverables accompanied by updated Project Schedule and Control Estimates
  - m) Construction Document Phase Deliverables accompanied by updated Project Schedule and Control Estimates
  
2. Construction Services: The Respondent shall, in accordance with the DCP, the Construction Documents, and all applicable laws and regulations, supervise, direct and perform work, using the Respondent’s best skill and attention, in accordance with the Design-Build Services Agreement, and the Standard of Care therein, to manage, complete and deliver the Project



within the Project Cost Limitation and within the Project Schedule. In regard to the Project Schedule, the Design-Build Contract will contain provisions for the assessment of liquidated damages for delay, but CPS Energy has not resolved, and will defer until a later time, the decision on whether to include liquidated damages in the Design-Build Contract. This decision may be deferred until after qualified Respondents are short-listed or the site selection process has been completed, but will, at the latest, be resolved prior to establishment of a Guaranteed Maximum Price.

3. **Overlap of Design and Construction Phases:** It is expected the Project may be designed and constructed simultaneously and with expected overlap in order to maximize efficiencies throughout both the design and construction phases.

Refer to **Exhibit I (DCP)** for a more complete description of the Project. Additional information for the Design Criteria Package, which may include the legal description of the site(s), survey information concerning the site(s), interior space requirements, special material requirements, material quality standards, conceptual criteria for the project, special equipment requirements, cost or budget estimates, time schedules, quality assurance and quality control requirements, site development requirements, applicable codes and ordinances, provisions for utilities, more detailed parking requirements, and any other requirements, will be provided by way of a future addendum to the RFQ at a later date. Any such additional information as CPS Energy may decide to include in the Design Criteria Package by way of future addendum is not at this time considered by CPS Energy to be necessary to permit Respondents to prepare responses to this RFQ.



## **EXHIBIT B**

### **QUALIFICATION SUBMITTALS**

#### **1. GENERAL QUALIFICATION SUBMITTAL INFORMATION**

- A. Respondents shall submit their qualifications relative to architectural and engineering services for CPS Energy's use in evaluating the Respondent's competence and qualifications to satisfactorily perform the Services requested.

#### **2. QUALIFYING FACTORS**

The following factors shall be considered minimum qualifications required of prospective Respondents for the Services requested:

- A. Respondents must demonstrate the levels of experience of key personnel to be assigned to this Project and their abilities to perform all Services. All design sub-consultants and subcontractors must meet with CPS Energy's approval.
- B. Respondents shall provide a minimum of five (5) references, to include for each reference the company's name, address, and a contact person's name and phone number. The references should be past and present clients for whom the Respondent has provided or is currently providing design-build services similar to those requested by this Request for Qualifications. A brief description of the level of experience of the members of Respondent's proposed to be involved in the Project in rendering comparable services on past projects similar to this Project shall also be included in the qualifications submittal.

#### **3. INFORMATION TO BE SUBMITTED**

- A. A Respondent's qualification submittal shall address all the topics listed Exhibit C titled, "Selection Criteria," and follow the outline format as indicated in Exhibit C.
- B. A Respondent may submit any other data it deems relevant to its qualifications. However, any "advertising" or "promotional" information that a Respondent elects to furnish shall be furnished in a separate binder.
- C. Respondents shall submit in a sealed envelope a copy of the Respondent's last fiscal year's financial statements (audited preferred), and the most recent quarter's financial statements. Financial statements should include the balance sheet, income statement, cash flow statement, statement of shareholder equity, and comprehensive income, and all related notes. Company and industry information about a Respondent will be evaluated using financial information provided or obtained from Dun & Bradstreet and other similar providers of financial information.



D. Respondents who are short-listed will be expected to submit proposals based on the form included in **Exhibit D to this RFQ (DESIGN-BUILD SERVICES AGREEMENT FOR CPS ENERGY HEADQUARTERS PROJECT)**.

E. Respondents shall also submit evidence of insurance, in accordance with the next section, below.

#### **4. INSURANCE AND BONDS.**

A. Each Respondent, at its own expense, shall maintain and keep in force such lines of insurance coverage as will protect the Respondent and CPS Energy and its agents and employees from claims which may arise out of or result from Respondent's services and operations under the Agreement, as outlined in the insurance requirements included as **Exhibit F to this RFQ (MINIMUM INSURANCE REQUIREMENTS)**. Each Respondent, by submission of its qualifications, represents that it has carefully reviewed its insurance program and determined that its insurance policies comply with CPS Energy's insurance requirements included as Exhibit F to the Agreement. Each Respondent to this RFQ must undertake a thorough and careful review and examination of their insurance programs to resolve any deficiencies in advance of submission of a response to this RFQ. Each Respondent shall, commensurate with the submission of its qualifications in response to the RFQ, electronically submit true and complete copies of the Respondent's policies of insurance in electronic form by emailing true and complete copies of such policies to CPS Energy's outside counsel, Richard L. Reed, of Coats|Rose, P.C., at [rreed@coatsrose.com](mailto:rreed@coatsrose.com). The submitted policies of insurance shall be restricted to review by CPS Energy's outside legal counsel, Coats|Rose, who will conduct the review solely for the purposes of providing CPS Energy legal advice as to whether such policies meet CPS Energy's insurance requirements. As an inducement to allow such review, CPS Energy will agree to instruct and require that its outside legal counsel shall not disclose or provide to CPS Energy or any third party access to such insurance policies or the specific terms or conditions thereof, without the express prior written consent of the Respondent. CPS Energy's outside legal counsel's legal advice shall be limited to only confirming whether such policies of insurance comply with the insurance requirements in the Agreement, or generally describing the nature of any deficiency observed in such policies. The Respondent may claim confidentiality with respect to its submitted policies in order in to protect the same against disclosure under Chapter 552 of the Texas Government Code (Texas Public Information Act), and in such event CPS Energy will take reasonable action to seek to preserve the confidentiality of the information about such policies in the possession of its outside legal counsel, pursuant to the attorney client privilege and other applicable exceptions to disclosure under the Texas Public Information Act. A Respondent who fails or refuses to produce its insurance policies for such independent insurance review may in CPS Energy's sole discretion be immediately disqualified from further consideration. In addition, upon conducting such review, if CPS Energy's outside legal counsel determines that such policies contain deficiencies causing such policies to fail to comply with the insurance requirements of the Agreement, the Respondent



shall, by submission of its response to this RFQ, be deemed to have agreed to reimburse to CPS Energy all costs and fees of its outside legal counsel relating to the identification and resolution of any such policy deficiencies, and to evaluate proposed modifications or special endorsements to any such policy to achieve compliance with CPS Energy's insurance requirements prior to execution of the Agreement.

- B. The Respondent will be required to submit performance and payment bonds as outlined in Section 2269.311 of the Texas Government Code. CPS Energy may require short-listed Respondents to present with their proposals evidence of their ability to deliver the bonds not later than the 10th day after the date the DB Agreement is executed, unless the Respondent furnishes a bid bond or other financial security acceptable to CPS Energy to ensure that the Respondent will be able to furnish the required performance and payment bonds when a guaranteed maximum price (GMP) is established for the Project. The amounts of the payment and performance bonds will not be required and shall not provide coverage for the design portion of the DB Agreement.

All bonds required by the DB Agreement shall be obtained from solvent surety companies that are duly licensed and authorized by law to do business in the State of Texas. Surety or sureties must be listed in the Department of Treasury's Circular 570 and also have an A.M. Best Rating of A- or better and comply with the requirements of the Article 7-19-1, Texas Insurance Code (1997).

## 5. ADDITIONAL INFORMATION TO BE PROVIDED.

- A. **Economic Development.** If Respondent has performed services for CPS Energy in the two (2) years preceding the submittal due date and completed **Exhibit H to this RFQ (Business Questionnaire)** at that time, Respondent shall access the [Supplier Classification List](#) to determine whether Respondent's business classification is current or needs updating. Business Questionnaires shall only be considered valid for two (2) years from classification date and must be updated with a new Business Questionnaire beyond such 2-year period. The Business Questionnaire assists CPS Energy, who is a federal contractor for reporting its contracting activity to the federal government, in identifying a Respondent's business, if applicable, as 1) Local, 2) Small, and/or 3) Diverse in accordance with the definitions/descriptions below:

**Local** – Any business located in the San Antonio eight-county metropolitan area as defined by the Office of Management and Budget (OMB). The metropolitan area is colloquially referred to as "Greater San Antonio" and is situated in South-Central Texas. The counties included are Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina, and Wilson Counties.

**Small** – A business that does not exceed the Small Business Administration's size standards, which vary by work category. Information about each category and size standard can be located by going to:



<http://www.sba.gov/size/indexableofsize.html>

**Diverse** – Any business which meets one of the following classifications, Women, Minority, Veteran, Historically Underutilized Business (HUB) Zone, or Service-disabled Veteran.

- B. A list of names and addresses of all subsidiaries of the Respondent to be used, if any. Any subsidiary who will provide Services or to whom the Respondent expects to delegate any of the Services shall provide a list of the management and key personnel and sample resumes showing the experience of individuals to be involved in this contract, i.e. actually performing the Services. Resumes must reflect three (3) years, at minimum, and actual experience performing Services similar as those described in this RFQ. All Services furnished by a subsidiary in lieu of the Respondent shall be so stated in the Respondent's Submittal, and as such, shall ultimately be included in the Respondent's cost of proposed Services. All subsidiaries must meet CPS Energy's approval.
- C. Information regarding previous work engagements with CPS Energy in a Prime or Sub-Contractor role to include scope of work, PO numbers if available, CPS Energy point of contact and list of resource types provided.
- D. Does the Respondent have an office in the Greater San Antonio area? If yes, submit the address.
- E. Any other documents as required in this Submittal document. Submittal of any other information or documentation Respondent would like for CPS Energy to review and take into consideration when evaluating the Submittal.

## **6. REJECTION OF SUBMITTAL**

Failure to submit information detailed in Exhibit B, *Qualifying Factors*, and *Additional Information to be Submitted*, may be used, at the sole discretion of CPS Energy, in determining whether the Respondent's Submittal is rejected.

## **7. BOARD OF TRUSTEES**

Any action taken to award a contract under this solicitation by CPS Energy will be subject to approval by the CPS Energy Board of Trustees and will not be final until such approval process has been completed. No payment can be made for action taken or Services started prior to the award of the Agreement.



## **EXHIBIT C**

### **SELECTION CRITERIA**

#### **1. Statement of Qualifications and Availability**

- A. Statement of Interest in the Project and Qualifications
- B. Statement of Commitment of Resources and Availability
- C. History of the Prime Firm and the Consultants Indicating Experience in Providing Services on Similar Projects

#### **2. Respondent's Ability to Provide Services**

- A. Information for Prime Firm
  1. Sealed Envelope Containing Financial Statements
  2. Organizational Depth Indicating Numbers of Design Professionals by Discipline and Other Staff
  3. Litigation Issues Pending or Closed
  4. Insurance Types and Limits of Coverage
  5. Bonding Capacity
  6. Existing Relationships with CPS Energy, CPS Energy Board Members or CPS Energy Employees
  7. Ongoing Projects in Design or Construction
- B. Sub-consultants and Subcontractors
  1. Organizational Depth Indicating Numbers of Design Professionals by Discipline and Other Staff
  2. Litigation Issues Pending or Closed
  3. Insurance Types and Limits of Coverage
  4. Existing Relationships with CPS Energy, CPS Energy Board Members or CPS Energy Employees
  5. Ongoing Projects in Design or Construction

#### **3. Past, Representative Projects by Respondent**

- A. Five Representative Design-Build Projects for Public Owners (while acting as design-build firm)
  1. Project Description (Type, size, location, etc.)
  2. Costs of Design Services (if available)
  3. Method of Project Delivery
  4. Construction Costs (if available)
  5. Key Dates
  6. Key Individuals Involved and Titles
  7. Sub-Consultants
  8. Awards Received
  9. Team Members' Involvement on Representative Projects
  10. LEED Certification (if any)





- B. Five Representative High-rise Office Building Projects
  - 1. Project Description (Type, size, location, etc.)
  - 2. Costs of Design Services (if available)
  - 3. Method of Project Delivery
  - 4. Construction Costs (if available)
  - 5. Key Dates
  - 6. Key Individuals Involved and Titles
  - 7. Sub-Consultants
  - 8. Awards Received
  - 9. Team Members' Involvement on Representative Projects
  - 10. LEED Certification (if any)
- C. For any project identified in either project category described above in 3A. or 3B., identify those projects which were organizational headquarters projects.
- D. Other Awards Received within Past Five Years

#### **4. Respondent's Ability to Provide Services**

- A. Organizational Chart Clearly Defining Working Relationships of Team Members and Percent Time of Involvement
  - 1. Individuals' Titles and Resumes
  - 2. Prime Firm's Method of Selection of Sub-Consultants/Subcontractors
    - a. Describe Methods of Selection of Sub-Consultants/Subcontractors
    - b. San Antonio Metropolitan Area Firms
    - c. Diversity and Historically Under Utilized Businesses
  - 3. Explain Working Relationships Among Design and Construction Team Firms During the Programming, Design, Construction, and Commissioning Phases
  - 4. Explain How the LEED Certification Process Could be Integrated Into the Project
  - 5. Explain Quality Control Process and Design Coordination Process Among Prime and Consultants
  - 6. Experience in Preparation of Construction Documents to Provide Initial Guaranteed Maximum Cost (IGMC) for the Entire Project
  - 7. Experience in Review of Pricing Submitted for IGMC and Final Guaranteed Maximum Cost

#### **5. Respondent's Past Performance on CPS Energy Projects**

- A. Identify the Projects (if any)

#### **6. Respondent's Best Practices**

- A. Prime Firm's Programming Methodology
- B. Prime Firm's Design Process
- C. Describe Prime Firm's and Consultant's BIM and Revit Capabilities
- D. Technical Knowledge of This Project Type
- E. Project Cost Control Processes
- F. Scheduling Methods, Monitoring, and Compliance
- G. Project Records Management during Each Phase of the Project
- H. Explain Uses of BIM and Interface with design professionals Regarding DB firm's Development of BIM Modeling



- I. Maintaining Project Program Requirements and Project Objectives
- J. Explain Processes During Construction Administration
- K. Services Available for Documentation of Record Drawings for CPS Energy's future reference

**7. Respondent's Safety Information**

- A. Up-to-date copy of Safety Program/Manual.
- B. 3 Year Average National Council on Compensation Insurance (E-Mod) Rating
- C. Year to date OSHA Recordable Incident Rate
- D. 3 Year OSHA Citation History
- E. Safety staffing plan for CPS Headquarters Project, including resumes setting forth OSHA training undertaken by all safety personnel

**8.** Respondents are advised that the successful Respondent who (as the "Design-Build Firm") enters into the Design-Build Contract with CPS Energy will be subject to the right of CPS Energy to issue a Safety Stand-Down Order in the event of Design-Build Firm's failure to prevent Safety Incidents (as defined in the Design-Build Contract) and to require the Design-Build Firm to conduct a comprehensive review of Design-Build Firm's \*\*\*\*safety management plan and any Site conditions affecting safety on the Project, for the purpose of (i) identifying any safety hazards and unsafe working conditions, (ii) conducting safety training of the Design-Build Personnel involved in performance of the Work who were or may have been exposed to harm in connection with such Safety Incident(s), and (iii) taking any corrective action that Design-Build Firm determines to be necessary and appropriate to fulfill the Design-Build Firm's obligations for safety management. (See Paragraph XV.D of the Design-Build Contract attached to this RFQ.)

**9. Respondent's Abilities and Approach to Resolving Problems on Past Projects**

- A. Provide Three (3) Examples



**EXHIBIT D**

**DESIGN-BUILD SERVICES AGREEMENT**

**FOR CPS ENERGY HEADQUARTERS PROJECT**



## EXHIBIT E CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the “Agreement”) is made and entered into as of [date] (the “Effective Date”) by and between the City of San Antonio, acting by and through City Public Service Board (“CPS Energy”) and [name] (“[nickname]”). [nickname] and CPS Energy are sometimes individually referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, in order for [nickname] (“Receiving Party”) to provide [description of services or goods] (“Services”) to CPS Energy (“Disclosing Party”), Disclosing Party must allow Receiving Party to have access to data and information that Disclosing Party considers confidential (“Confidential Information”); and

WHEREAS, Disclosing Party and Receiving Party desire to establish and set forth their individual obligations with respect to such Confidential Information.

NOW, THEREFORE, in consideration of the foregoing, the Disclosing Party and the Receiving Party mutually agree as follows:

1. **Disclosure of Confidential Information.** The Disclosing Party shall allow access to or may disclose to the Receiving Party, either orally, in writing, or through data banks, Confidential Information. Confidential Information as used in this Agreement shall mean the information of Disclosing Party which is disclosed to the Receiving Party pursuant to this Agreement and shall include, but not be limited to, any information related to a party’s performance of, or failure to perform, this Agreement; any information that is marked or designated as “Confidential” at the time of disclosure; any information related to the Disclosing Party’s assets, liabilities, finances, business strategies, product development plans, operations, technology, know-how, trade secrets, inventions, techniques, processes, source code, schematics, designs, customers, vendors, and personnel; and all other information that a reasonable person would understand to be confidential given the nature of the information and/or the circumstances of disclosure.
2. **Treatment of Confidential Information.** Receiving Party agrees during the term of this Agreement and thereafter to take all steps reasonably necessary to hold in confidence the Confidential Information. Receiving Party agrees to use the Confidential Information solely to perform the Services. Receiving Party’s obligations with respect to the Confidential Information also extend to any third party’s proprietary or confidential information disclosed to Receiving Party in the course of providing service to Disclosing Party. This obligation shall survive the termination of this Agreement for a period of two (2) years. Receiving Party shall retain all Confidential Information in confidence, exercising the same standard of care used by Receiving Party to protect its own confidential and proprietary information but in no event less than reasonable care, to prevent the disclosure of Confidential Information to any unauthorized third party. Notwithstanding the foregoing, Receiving Party may disclose Confidential Information to its employees or agents (“Representatives”) who need to know such Confidential Information in order to perform or further the provision of the Services. Such



Representatives shall have previously agreed, either as a condition to employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those of this Agreement. Receiving Party shall be responsible for the failure of any of its Representatives to comply with the terms of this Agreement.

The term “Confidential Information” will not apply to the extent that the Receiving Party can demonstrate that:

- (a) such information of the Disclosing Party is, at the time of disclosure, available to the public;
- (b) such information of the Disclosing Party becomes available to the public, by publication or otherwise, except by breach of the provisions of this Agreement by Receiving Party;
- (c) such information of the Disclosing Party can be established by written evidence to have been in the possession of the Receiving Party at the time of disclosure;
- (d) such information of the Disclosing Party is received by the Receiving Party from a third-party without similar restrictions and without breach of this Agreement by Receiving Party;
- (e) such information of the Disclosing Party was developed by employees or agents of the Receiving Party independently of and without reference to any Confidential Information of the Disclosing Party (the Receiving Party shall bear the burden of proving such independent development); or
- (f) the Confidential Information of the Disclosing Party is required to be disclosed by a government agency to further the objectives of this Agreement, by applicable law, rule or regulation, or by a proper court of competent jurisdiction; provided, however, that the Receiving Party will use its best efforts to minimize the disclosure of such information and will consult with and reasonably assist the Disclosing Party in obtaining a protective order prior to such disclosure at the expense of the Disclosing Party.

3. **Materials.** All materials including, without limitation, documents, drawings, models, apparatus, sketches, designs, and lists furnished to the Receiving Party by the Disclosing Party, and any tangible embodiments of the Disclosing Party’s Confidential Information created by the Receiving Party, shall remain the property of the Disclosing Party. The Receiving Party shall return to the Disclosing Party and destroy all notes and materials created by the Receiving Party based thereon, or destroy all such materials and all copies thereof upon the written request of the Disclosing Party; provided that the Receiving Party shall not be required to return or destroy any generally inaccessible electronic data preserved on backup systems in the ordinary course as part of its standard backup procedures. Notwithstanding the foregoing, the Receiving Party shall be permitted to retain (subject to the terms herein) such Confidential Information as may be required to



comply with applicable professional obligations and standards and internal file retention policies based thereon.

4. **No License.** This Agreement does not grant the Receiving Party any license to use the Disclosing Party's Confidential Information.
5. **Term.**
  - (a) This Agreement shall terminate two (2) year(s) after the Effective Date unless terminated earlier by either party. Either party may terminate this Agreement, with or without cause, by giving notice of termination to the other party. The Agreement shall terminate immediately upon receipt of such notice.
  - (b) Upon the request of the Disclosing Party, an authorized representative of the Receiving Party shall confirm in writing that the Receiving Party has complied with its obligations in Section 3.
  - (c) Notwithstanding the termination of this Agreement, the Receiving Party's obligations in Section 2 shall survive such termination for a period of two (2) years.
6. **Successors and Assigns.** Neither Party may assign its rights or obligations arising under this Agreement without the other party's prior written consent, and any assignment or transfer without such consent shall be null and void. Subject to the preceding sentence, this Agreement shall be binding upon the permitted successors and assigns of both parties.
7. **Warranty.** All Confidential Information is provided "As Is" and any warranty, express, implied or otherwise, regarding the accuracy, completeness, or performance of the Confidential Information is expressly disclaimed.

## 8. General Provisions.

- (a) This Agreement is performable in San Antonio, Bexar County, Texas, and is governed by the laws of the State of Texas.
- (b) Notwithstanding Section 9(a), the Disclosing Party shall have the right to seek preliminary relief on any equitable claim in any court of competent jurisdiction, where such judgment is necessary to preserve its property and/or proprietary rights under this Agreement.
- (c) The Receiving Party agrees that the breach of the provisions of this Agreement by the Receiving Party may cause the Disclosing Party irreparable damage for which recovery of money damages would be inadequate. The Disclosing Party will, therefore, be entitled to seek timely injunctive relief to protect the Disclosing Party's rights under this Agreement in addition to any and all remedies available at law.



- (d) If the Receiving Party is requested or required (e.g., by deposition, interrogatory, request for documents, subpoena, civil investigative demand, open records request, or similar process) to disclose any of the Confidential Information, then unless otherwise expressly prohibited or restricted from doing so by applicable law, rule, regulation, or other legal mandate, the Receiving Party will notify the Disclosing Party promptly in writing so that the Disclosing Party may seek any appropriate protective order and/or take any other action. In any event that the Receiving Party is legally compelled or obligated to disclose any of the Confidential Information, such Confidential Information may be disclosed to a tribunal or other person who or which is making or enforcing such request.
- (e) Any notice provided for or permitted under this Agreement will be treated as having been given when (a) delivered personally, (b) sent by confirmed telecopy, (c) sent by commercial overnight courier with written verification of receipt, or (d) mailed postage prepaid by certified or registered mail, return receipt requested, to the party to be notified, at the address set forth below, or at such other place of which the other party has been notified in accordance with the provisions of this section. Such notice will be treated as having been received upon the earlier of actual receipt or five days after posting.

If to CPS Energy:

CPS Energy  
 Attn: General Counsel  
 P.O. Box 1771  
 San Antonio, Texas 78296

If to [Nickname]:

[Name]  
 Attn: \_\_\_\_\_  
 [address1]  
 [address 2]

- (f) This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties.
- (g) No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
- (h) If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.
- (i) Nothing contained in this Agreement or in any discussions undertaken or disclosures made pursuant hereto shall (a) be deemed a commitment to engage in any business relationship, contract or future dealing with the other party, or (b) limit either party's right to conduct similar discussions or perform similar work to



that undertaken pursuant hereto, so long as said discussions or work do not violate this Agreement.

- (j) This Agreement constitutes the entire Agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Agreements, whether written or oral.
- (k) A signed copy of this Agreement delivered by email or facsimile shall be deemed to have the same legal effect as delivery by mail of an original signed copy of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

**The City of San Antonio, acting by and through City Public Service Board**

**[Name]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_





## **EXHIBIT F**

### **MINIMUM INSURANCE REQUIREMENTS**

Refer to Exhibit 7 of the Professional Services Agreement, which is attached to this RFQ as Exhibit D)



## **EXHIBIT G**

### **GUIDELINES FOR BUSINESS TRAVEL EXPENSES**

Refer to Exhibit 1 of the Professional Services Agreement, which is attached to this RFQ as Exhibit D)



# EXHIBIT H

## BUSINESS QUESTIONNAIRE

(FOR OFFICE USE ONLY) V#:	NAICS CODES:	ID CODE:
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### CPS ENERGY BUSINESS QUESTIONNAIRE

Phone: (210) 353-2474 Fax: (210) 353-3021 Internet address: [www.cpsenergy.com](http://www.cpsenergy.com)

Questions should be directed to (210) 353-2474, or e-mailed to [supplierdiversity@cpsenergy.com](mailto:supplierdiversity@cpsenergy.com)

- Name of business: \_\_\_\_\_  
Doing business as: \_\_\_\_\_  
(Other business name, if applicable)  
Contact person and title: \_\_\_\_\_
  - Business mailing address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ / \_\_\_\_\_
  - Business telephone number: ( ) \_\_\_\_\_-\_\_\_\_\_ Fax number: ( ) \_\_\_\_\_-\_\_\_\_\_  
General Business e-mail address: \_\_\_\_\_
  - Is the above business name and mailing address considered the home office? \_\_\_ Yes \_\_\_ No
  - Check appropriate box for Type Classification:  
 Non-Profit Organization     Chamber of Commerce     Federal/State/City Agency  
 Municipality     College/University/Institution     Corporation  
 Historically Black College/University or Minority Institution     Sole Proprietor/Partnership
- Please see reverse or second page for definitions for the following questions:
- Size of business: (check one)  Small Business or  Large Business  
*(If you are having difficulty determining your size status please call SBA at 1-800-U-ASK-SBA or (202) 205-6618 for assistance.)*  
Identify majority owner's ethnicity(owns at least 51% of company): \_\_\_ Black American, \_\_\_ Hispanic American,  
\_\_\_ Asian Pacific American, \_\_\_ Subcontinent Asian American, \_\_\_ Native American, \_\_\_ Caucasian American,  
\_\_\_ Not Applicable (N/A) \_\_\_ Other: Specify \_\_\_\_\_
  - Is your company certified by the SBA? \_\_\_ Yes \_\_\_ No  
If certified by any agency please provide the name of that agency: \_\_\_\_\_
  - What is the gender of the majority owner (owns at least 51% of company): \_\_\_ Male \_\_\_ Female \_\_\_ N/A  
Explanation if N/A: \_\_\_\_\_
  - Please check the following applicable boxes and attach all corresponding certification:  
 Veteran Owned     Service Disabled Veteran     HUB (Historically Underutilized Business)  
 HUB Zone (Historically Underutilized Business Zone)
  - Number of Employees: \_\_\_\_\_
  - Primary NAICS Code: \_\_\_\_\_  
If the NAICS Code is unknown, please refer to [www.sba.gov/size](http://www.sba.gov/size) or provide a description of your materials and/or services so that we may apply the appropriate code for you: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Under 15 U.S.C. 645(d), any person who misrepresents a firm's status shall (1) be punished by a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.**

Printed name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

THIS FORM IS APPLICABLE FOR TWO (2) YEAR PERIOD. IT IS YOUR RESPONSIBILITY TO NOTIFY US IF YOUR SIZE OR OWNERSHIP STATUS CHANGES DURING THIS TWO (2) YEAR PERIOD. PLEASE LIST, ON THIS FORM, OR AN ATTACHED SHEET, ALL OTHER BUSINESS NAMES AND LOCATIONS THAT ARE AFFILIATED WITH YOUR FIRM, E.G., BRANCH LOCATIONS, ETC.
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Revised 3/6/2013



**CPS ENERGY  
BUSINESS QUESTIONNAIRE DEFINITIONS  
AS STATED ON FEDERAL ACQUISITION REGULATION (FAR) PART 19 –  
SMALL BUSINESS PROGRAMS**

**DISADVANTAGED BUSINESS CONCERN:** Business which is unconditionally owned and controlled by one or more socially and economically disadvantaged individuals who are of good character and citizens of the United States, and which demonstrates potential for success.

**1. WHO IS SOCIALLY DISADVANTAGED?**

- a) *General.* Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias within American society because of their identities as members of groups and without regard to their individual qualities. The social disadvantage must stem from circumstances beyond their control.
- b) *Members of designated groups.* 1) There is a rebuttable presumption that the following individuals are socially disadvantaged: Black Americans, Hispanic Americans, Native Americans (American Indians, Eskimos, Aleuts or Native Hawaiians), Asian Pacific Americans (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, (including Hong Kong), Taiwan, Laos, Cambodia (Kampuchea), the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands, or Northern Mariana Islands) and Subcontinent Asian Americans (with origins from India, Sri Lanka, Pakistan, the Maldives, Bhutan, Nepal and Bangladesh) are presumed to be disadvantaged by ethnicity.
- c) *Those who meet all of the requirements of 13 C.F.R. Part 124.*

**2. WHO IS ECONOMICALLY DISADVANTAGED?**

- a) *General.* Economically disadvantaged individuals are socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are not socially disadvantaged.
- b) *Those who meet all the requirements of 13 C.F.R. Part 124.*

**WOMEN-OWNED SMALL BUSINESS CONCERN:** Means a small business concern—

- a) Which is at least 51% owned by one or more women; or, in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women; and
- b) Whose management and daily business operations are controlled by one or more women.

**HUBZONE SMALL BUSINESS CONCERN:** Means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the SBA.

\*HUBZone means a Historically Underutilized Business Zone, which is an area located within one or more qualified census tracts, qualified nonmetropolitan counties, or lands within the external boundaries of an Indian reservation.

**VETERAN-OWNED SMALL BUSINESS CONCERN:** means a small business concern—

- a) Not less than 51% of which is owned by one or more veterans (as defined at 38 U.S.C. 101 (2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans, and
- b) The management and daily business operations of which are controlled by one or more veterans.

**SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN:**

1.) Means a small business concern—

- a) Not less than 51% of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51% of the stock of which is owned by one or more service-disabled veterans, and
- b) The management and daily business operations of which are controlled by one or more service-disabled veterans, or in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

2.) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101 (2), with a disability that is service-connected, as defined in 38 U.S.C. 101 (16).

**THE NORTHAMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)** is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

(Please visit the U.S. SBA web site [www.sba.gov/regulations/](http://www.sba.gov/regulations/) for more information.)