

**REQUEST FOR QUALIFICATIONS**  
 ISSUED BY  
**THE CITY OF EL PASO**  
 PURCHASING & STRATEGIC SOURCING DEPARTMENT

**SOLICITATION NO: 2017-336R**

**DATE ISSUED: OCTOBER 4, 2016**

**TITLE: ARCHITECTURAL AND ENGINEERING SERVICES FOR THE MULTIPURPOSE CULTURAL AND PERFORMING ARTS CENTER**

An original, signed, sealed, RESPONSE of qualifications to furnish the services set forth below will be received at the place indicated below, until:  
**2:00 PM, local time, WEDNESDAY, NOVEMBER 2, 2016**

**NOTICE** When used in this RFQ, the terms 'Offer', 'Response' and 'Proposal' and the terms 'Offeror', 'Proposer', 'Respondent' or 'Consultant' are interchangeable.

**ADDRESS RESPONSES TO:  
 PURCHASING DIRECTOR  
 PURCHASING & STRATEGIC SOURCING DEPARTMENT  
 CITY OF EL PASO**

**MAIL TO:**

**CITY OF EL PASO  
 PURCHASING & STRATEGIC SOURCING DEPT  
 300 N. CAMPBELL, 1<sup>ST</sup> FLOOR  
 EL PASO, TX 79901-1153**

OR

**HAND DELIVER TO:**

**CITY OF EL PASO  
 PURCHASING & STRATEGIC SOURCING DEPT  
 300 N. CAMPBELL, 1<sup>ST</sup> FLOOR  
 EL PASO, TX 79901**

FOR ADDITIONAL INFORMATION CONCERNING THIS SOLICITATION, CONTACT:  
 HAYDEE PENA, PURCHASING AGENT  
 Telephone: [915] 212-1184      Email: [PENAH@elpasotexas.gov](mailto:PENAH@elpasotexas.gov)

**AMENDMENTS TO SOLICITATION**

Receipt of all numbered amendments to Solicitations must be acknowledged:

<u>AMENDMENT</u>	<u>DATED</u>	<u>AMENDMENT</u>	<u>DATED</u>	<u>AMENDMENT</u>	<u>DATED</u>	<u>AMENDMENT</u>	<u>DATED</u>
A001	_____	A002	_____	A003	_____	A004	_____
A005	_____	A006	_____	A007	_____	A008	_____

**RESPONSE SUBMITTED BY**

COMPANY NAME AS IT APPEARS ON ORGANIZATION CERTIFICATE ISSUED BY STATE IN WHICH COMPANY WAS ORGANIZED)

STREET ADDRESS

P.O. BOX NUMBER

CITY, STATE AND ZIP CODE

&

TELEPHONE NUMBER

FAX NUMBER

E-Mail address

PLEASE CHECK PREFERRED ADDRESS FOR RECEIVING SOLICITATION DOCUMENTS.

**RESPONSE EXECUTED BY:**

NAME AND TITLE OF PERSON AUTHORIZED TO OBLIGATE COMPANY – PLEASE PRINT

SIGNATURE AND DATE OF RESPONSE

WITHOUT AN ORIGINAL SIGNATURE ON THIS OR OTHER DOCUMENT BINDING THE RESPONDENT, THE RESPONSE WILL BE REJECTED

**NOTE:** AWARD OF THE CONTRACT RESULTING FROM THIS SOLICITATION WILL BE MADE TO THE SUCCESSFUL RESPONDENT BY AN AUTHORIZED WRITTEN NOTICE, WHICH MAY BE IN THE FORM OF A LETTER NOTICE OF AWARD OR A PURCHASE ORDER ISSUED BY THE CITY OF EL PASO. THIS IS A ONE TIME CONTRACT



**CITY OF EL PASO, TEXAS**

**RFQ: 2017-336R**

**REQUEST FOR QUALIFICATIONS**

**FOR**

**ARCHITECTURAL AND ENGINEERING SERVICES FOR  
THE MULTIPURPOSE CULTURAL AND PERFORMING ARTS CENTER**

**DATE ISSUED: October 4, 2016**

**DUE DATE: November 2, 2016**

## TABLE OF CONTENTS

PART 1 – GENERAL INFORMATION .....	3
1.1 Background Information .....	3
1.2 Solicitation Purpose.....	3
1.3 Project Description .....	4
1.4 Project Team.....	4
PART 2 – NOTICES TO OFFERORS .....	4
2.1 Public Disclosure Proposal Informati .....	4
2.2 Bid Net Notification.....	4
2.3 Communications .....	5
2.3.2 Wage Theft - The City of El Paso Code – Chapter 346.....	6
2.3.3 Request for Clarification.....	6
2.4 Schedule of Events .....	7
2.5 Contract Period (Initial and Option Terms) .....	7
2.6 Notices of Instruction to Offerors .....	7
PART 3 – SCOPE OF SERVICES.....	10
3.1 Scope of Services, Architect Agreement, and Qualifications and Experience .....	10
PART 4 – PROPOSAL FORMAT AND SUBMISSION.....	12
4.1 Proposal Format and Structure .....	12
4.2 Copies Required .....	14
4.3 Proposal Cost .....	14
PART 5 – PROPOSAL EVALUATION AND AWARD PROCESS .....	14
5.1 Qualification Evaluation.....	14
5.2 Evaluation Factor Description.....	15
5.3 Evaluation and Award Process – General Information.....	16
5.3.1 Evaluation and Award Process .....	16
PART 6 – MANDATORY SUBMITTALS.....	17
6.1 Responsibility Determination .....	18
6.2 Business Information Certification .....	19
6.3 Non-Collusion And Business Disclosure Affidavit – Part 1 .....	20
6.4 Non-Collusion And Business Disclosure Affidavit – Part 2.....	22
6.5 Indebtedness Affidavit .....	26
6.5 Vendor Forms .....	28
6.6 Business Entity: Disclosure Of Interested Parties Texas .....	30

## **PART 1 – GENERAL INFORMATION**

### **1.1 Background Information**

In November 2013, the citizens of El Paso voted to approve the Quality of Life Bond program to fund three Signature Projects to be developed in downtown El Paso, including:

- Multi-Purpose Cultural and Performing Arts Center
- Children’s Museum
- Mexican American Cultural Center

As the largest of the three Signature Projects, the City of El Paso (the “City”) has approved \$180 million for the development and construction of a Multipurpose Cultural and Performing Arts Center (the “Project” or “Arena”) a mid-sized arena with a target capacity of 15,000 seats for basketball games. The Project is expected to enhance the quality of life for the citizens of El Paso by:

- Attracting new events and entertainment
- Retain and better accommodate current events that are outgrowing existing venues
- Act as a catalyst for new development in the downtown area

The City intends for the Project to be located in the downtown area. A specific site has not yet been identified.

Preliminary studies and additional background information on the Project, the City, and Downtown El Paso are available on the City’s website: <http://www.elpasotexas.gov/capital-improvement/project-updates/signature-projects>.

### **1.2 Solicitation Purpose**

The City is requesting Qualifications from interested firms qualified to provide comprehensive architectural, engineering and specialty consulting services (the “Design Services”) for the planning and design of the Project. References to the “Architect” in this RFQ and attachments shall have the same meaning as “Respondent”, or “Offeror”. The selected Architect will be responsible to provide all of the Design Services either directly or through subconsultants (also referred to engineer and/or specialty consultants). Each respondent shall identify, on a non-exclusive basis, all of the subconsultants recommended by the Respondent to be members of the Architect’s team and the services to be provided by each.

Offeror shall be knowledgeable about the following, including best practices:

- Arenas and Performing Arts Centers
- Sports and Entertainment Market
- Venue Design and Construction
- Project Budgets and Schedules
- Venue Operations
- Master Planning and Mixed-Used Projects

The City shall select a firm that is best qualified to provide the design services. Pursuant to Section 2269.305, Texas Government Code, the offer must include a licensed architect or engineer. All services to be performed will comply with local, state, and federal rules and regulations.

### 1.3 Project Description

The City's ultimate objective is to build a first-class, sustainable arena that provides a flexible and usable sports and entertainment venue to the public. The Project is expected to include a state of the art arena with a target capacity of 15,000 seats for basketball games, that includes approximately 24 private suites, 30 loge boxes and 500 club seats, industry standard concessions and food services facilities, merchandising, branding, efficient building systems, team and event support facilities and for amenities. The selected Architect will be responsible to develop specific program requirement based on its own experience and on input from the City and Project Team.

Further, the selected Architect will be responsible to help the City locate the arena on the selected site and provide master planning input for the remaining portions of the site and adjacent streets.

### 1.4 Project Team

The City is in the process of putting together a "Project Team" for the Project comprised of an Owner's Representative, a Design Firm (the "Architect"), Construction Manager at Risk (the "Contractor") and a Program Management/Operator Firm (the "Operator").

- The City has retained International Facilities Group, LLC (IFG) to provide Owner's Representative Services during the entire duration of the Project. IFG is assisting with the selection of Architect, Contractor and Operator.
- The City issued an RFQ for Program Management/Operator Firm and received responses. The City has begun the evaluation process anticipating a selection of the Operator prior to the selection of the Architect.
- IFG is assisting the City in the preparation of RFQ/P to solicit responses from qualified construction manager firms within the next few months. The selected Architect is expected to participate in the solicitation, selection and development agreement of the Contractor.

## PART 2 – NOTICES TO OFFERORS

### 2.1 Public Disclosure Proposal Information

Offerors are cautioned that once a bid is opened, all information contained therein will be available to the public unless the information is excepted from the requirements of Government Code Section 552.021 pertaining to Open Records.

The exception that allows the City to protect information that, if released, would give advantage to a competitor or bidder does not apply after the bidding is complete and the contract has been awarded. *Trade secrets, commercial or financial background data and privileged or confidential information* may be expected from public inspection. If any information contained in your Response qualifies for an exception because it falls into one of the categories above it should be clearly marked "CONFIDENTIAL" and the basis of your claim of confidentiality should be stated. Data so identified will be maintained as a protected record. Offerors who claim that information contained in a bid should be protected from public disclosure after the award of the contract may be asked to support such claim if the City receives an Open Records request for the information and requests a determination by the Attorney General.

### 2.2 Bid Net Notification

Note: Any changes in due date or material changes for any RFP's/RFQ's/solicitations will be posted on the Solicitations Page of the City of El Paso Purchasing & Strategic Sourcing Department's Website: <http://legacy.elpasotexas.gov/purchasing/ep-invitations.asp>

It is the Offeror's responsibility to ensure that they have all pertinent information regarding solicitations, including all amendments prior to submitting its Response. Please check the website, even after submitting a bid, to ensure

that you have all amendments as they may be posted at any time, up to and including the day of bid opening.

**Recommendation for a formal award shall be posted on the City's website the Thursday afternoon prior to the Tuesday City Council Meeting wherein the recommendation shall be presented. Offerors are responsible for monitoring the City's website for said postings.**

## **2.3 Communications**

### **2.3.1 Cone of Silence/Anti Lobbying Policy**

The City's Cone of Silence/Anti Lobbying Policy was adopted to ensure a fair and competitive bidding environment by preventing communication between City officials, employees, or representatives and parties involved in the bidding process that could create an unfair advantage to any party with respect to the award of a City contract.

During the period of in which the City has issued a solicitation, including a competitive bid, request for proposal (RFP), request for qualifications (RFQ), highest qualified bid (best value), competitive sealed proposals, design-build, public-private partnership, any other type of solicitation required by law, or the giving of a notice of a proposed project, which shall begin on the day that is advertised and end on the date that the notice of the award has been posted by the City Clerk for placement on the agenda, no person or registrant shall engage in any lobbying activities with City officials and employees.

For an unsolicited or competing proposal for a public-private partnership, the period in which no person or registrant shall engage in any lobbying activities with City officials and employees shall begin on the date that the City receives a notice of intent to submit an unsolicited proposal and end on the date the notice of award has been posted by the City clerk for placement on the agenda.

If contact is required with City employees, such contact will be done in accordance with procedures incorporated into the solicitation document and the City's contracting policies. Any person or entity that violates this provision may be disqualified in accordance with Section 2.94.130 of this chapter. Furthermore, any person who knowingly or intentionally violates the provisions of this policy, with respect to the solicitation or award of a discretionary contract may be prohibited by the City council from entering into any contract with the City for a period not to exceed three years.

The Cone of Silence/Anti Lobbying Policy prohibits any communication or lobbying activities during the Cone of Silence period, by any person, including but not limited to, bidders, lobbyists or consultants of bidders, service providers or potential vendors and any the following:

1. City Staff and City Consultants, including any employee of the City of El Paso, any person retained by the City of El Paso as a Consultant on the project, or any person having participated in the development, design, or review of documents related to the project.
2. City Officials, including the Mayor, Council Representatives and their respective staff.
3. Members of the City's Selection Committee, whether City employees or outside experts appointed or selected by the City.

**The Cone of Silence/Anti Lobbying Policy does not apply to:**

1. Questions of Process and Procedure, including oral communications with the Purchasing Director or Bid Administrator, provided the communications are strictly limited to matters of process or procedure already contained in the solicitation document. A minimum of ten days will be provided for questions during solicitation unless otherwise stated in the Solicitation Schedule of Events in the documents.
2. Pre-Proposal/Pre-Bid Conferences, including oral communications at pre-proposal or pre-bid conferences, oral presentations before selection committees, contract negotiations, and public presentations made to the Mayor and Council Representatives during a duly noticed public meeting.
3. Written Communications, to the Purchasing Analyst/Agent identified in the solicitation.

**2.3.2 Wage Theft - The City of El Paso Code – Chapter 346**

Chapter 346 of the City’s Code related to Wage Theft, applies to contracts issued pursuant to this RFQ. Offerors are encouraged to review the provision here

<https://www.elpasotexas.gov/~media/files/coep/purchasing/ordinance%20018370.ashx?la=en>

**2.3.3 Request for Clarification**

In order to meet the City’s schedule it is extremely important that requests for clarification or additional information be submitted in writing no later than 3:00 PM MST, Wednesday, October 19, 2016. Questions submitted after this date may not elicit a response. All proposals or requests for clarification should be sent to the following:

***by e-mail***

Haydee Pena  
Purchasing Agent  
Email: [penah@elpasotexas.gov](mailto:penah@elpasotexas.gov)

***in writing (mail or hand delivery)***

City of El Paso  
Purchasing & Strategic Sourcing Department  
300 N. Campbell, 1<sup>st</sup> floor  
El Paso TX 79901-1153  
Attn: Haydee Pena

*(Intentionally left remainder of page blank)*

## 2.4 Schedule of Events

The following Schedule of Events represents the City's estimate of the timetable that will be followed in connection with this solicitation:

EVENTS	DATE AND/OR TIME
Release of Request for Qualifications	Tuesday, October 4, 2016
Non-Mandatory Pre-Proposal Conference	Wednesday, October 12, 2016 at 2:00 P.M. Mountain Standard Time ("MST")  El Paso City Hall, Plaza Conference Room 300 N. Campbell, 1 <sup>st</sup> Floor El Paso, TX 79901  Attendance at the Pre-Proposal Conference is not mandatory but strongly encouraged. Tel: (605) 562-0020 Access Code: 314-379-396
Deadline for Questions and/or Comments	Wednesday, October 19, 2016, 3:00 PM MST
Deadline for Responses to Questions	Tuesday, October 24, 2016,
Proposal Due Date	Wednesday, November 2, 2016, 2:00 PM MST
Evaluations	Thursday, November 3, 2016 thru November 17, 2016
Interviews with Shortlisted Firms	Approximately December 1, 2016
Negotiations	Thursday, December 5, 2016 thru December 22, 2016
Contract Award Date	Approximately January 10, 2017

The City reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, the City will communicate adjustments to any event in the Schedule of Events in the form of an amendment. Amendment to this RFQ will only be issued and posted on the City's website at: [http://www.elpasotexas.gov/financial\\_services/invitations.asp](http://www.elpasotexas.gov/financial_services/invitations.asp).

## 2.5 Contract Period (Initial and Option Terms)

This will be a multi-year project. The term of this contract shall correspond with the development and construction of the Project.

## 2.6 Notices of Instruction to Offerors

### 1. Signature of Response by person Authorized to Sign

All Responses shall bear an original signature, in ink, of a duly authorized officer or agent of the consultant.

### 2. Required Number of Copies

Responses must be submitted with one original, marked as such, with seven additional copies.



### 3. Response Submission Instructions

**Responses must be sealed when presented to the purchasing & strategic sourcing department.** Responses will be received by the City of El Paso until **2:00 P.M., local time (MST), on November 2, 2016.**

### 4. Addressing Instructions

The envelope containing the Response must be addressed as follows:

City of El Paso  
Purchasing & Strategic Sourcing Department  
300 N. Campbell, 1<sup>st</sup> floor  
El Paso, Texas 79901-1153  
Attn: Purchasing Director

RE: RFQ 2017-336R, REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE MULTIPURPOSE CULTURAL AND PERFORMING ARTS CENTER.

### 5. Labeling Of Proposals/Bids

**The Due Date and Solicitation Number must be written on the outside of the package containing the Response.** The City's Purchasing & Strategic Sourcing Department may open any unlabeled submittal to identify it properly. Offerors are required to identify their package to protect the integrity of their proposals and to fully avail themselves of the evaluation and selection process.

### 7. Delivery Responsibility

Responses received at the Purchasing & Strategic Sourcing Department after the specified date and time will not be accepted.

NOTE: Package delivery services such as FedEx, UPS, etc., deliver packages addressed to the Purchasing Director directly to the Purchasing & Strategic Sourcing Department. U.S. Postal Service deliveries, **including Express Mail, are only delivered to the Mail Room** at City Hall Bldg. #2 and may or may not be delivered by the Mail Room to the Purchasing & Strategic Sourcing Department by the time and place proposals are recorded.

The Offeror accepts all responsibility for delivering its Response to address stated above within the specified time, or the Response will be considered non-responsive and will be mailed back unopened. If the envelope does not reflect a return address, it will be opened for the sole purpose of obtaining the return address.

### 8. Response Documents, Supporting Literature and Related Data

Related data, where applicable, will be made part of the response if included in the appendix. All documents, literature and related data submitted as a Response become the property of the City.

### 9. Alternate Responses

The City is not accepting alternate proposals for review, evaluation and/or consideration, though input on additional services the Offeror believes to be applicable to the role described herein is welcome.

### 10. Solicitation Changes or Clarifications

Requests for changes or clarifications to this RFQ are welcomed by the Purchasing & Strategic Sourcing Department for its consideration, provided the requests are in writing and received by 3:00 p.m. (MST) Wednesday, October 19, 2016. Requests received after that time may not elicit a response. Refer to Requests for Clarification in Communication Section for more details.

#### **11. Acknowledgement of Solicitation Amendments**

All Amendments must be acknowledged on the cover page to this solicitation. Failure to do so may cause the Response to be rejected. It is the Offeror's responsibility to ensure that all information regarding the RFQ, including any information requested by any amendment, is included in the Response. Amendments may be posted at any time up to and including the due date.

#### **12. Proposal/Bid Preparation Cost**

This solicitation does not commit the City to pay any costs incurred in preparing and submitting the proposal or to contract for the services specified. This RFQ is not to be construed as a contract or a commitment of any kind, nor does it commit the City to pay for any costs incurred in the preparation of a formal presentation or for any costs incurred prior to the execution of a formal contract.

#### **13. Additional Information**

For further procedural information concerning this Request for Qualifications contact the point of contact for contract administration (refer to in the Communication Section for contact details).

#### **14. Notification to Unsuccessful Offerors**

All awards are made by the City Council of the City. All City Council agenda are posted on the City's Web Page for review by all Offerors. The URL is: <http://www.elpasotexas.gov>.

#### **15. Acceptance or Rejection of Proposals**

The City reserves the right to accept or reject any or all Responses, to waive all minor technicalities, and to accept the Response determined to be the most advantageous to the City. Additionally, the City may accept a Response subject to an exception if, in the sole judgment of the City, the Response meets or exceeds the City's specifications.

#### **16. Debriefing Requests**

A written request for a debriefing should be directed to the Analyst and/or Agent identified in **Request for Clarification in Part 2, Item 2.3.2** within five days after the date of award. Debriefing requests will be scheduled with the appropriate evaluation committee and Purchasing representative.

#### **17. Protest/Dispute Procedures**

Only a Offeror who has actually submitted a Response may appeal an award decision.

Failure to follow the requirements of the protest procedures established by the City shall constitute a waiver of all protest rights. Protest must be made after the Council agenda has been posted and by 5:00 p.m. on the day before the Council meeting in which the award will be made. The Offeror must write a letter to Bruce D. Collins, Purchasing Director, using the phrase "Proposal Protest" to the address listed above. Protest must be sent by certified or registered mail or delivered in person. Note: the recommendation for award is posted on the City's website at least 72 hours before each Tuesday's City Council meeting.

The written protest should include 1) the Request for Qualification number and should clearly state, with particularity, the relevant facts believed to constitute an error in the award recommendation, or desired remedy; 2) a specific identification of the statutory or regulatory provision that the Protestor alleges has been violated and the provisions entitling the Protestor to relief; 3) a specific factual description, with particularity, of each action by the City that the Protestor alleges to be a violation of the statutory or regulatory provision that the Protestor has identified pursuant to item (2) of this paragraph (mere disagreement with the decisions of City employees does not constitute grounds for Protest). If there is no disputed issue of the material fact, the Protest must indicate this as well.

Only the information provided within the Protest period will be considered for Response.

## **PART 3 – SCOPE OF SERVICES**

### **3.1 Scope of Services, Architect Agreement, and Qualifications and Experience**

#### **SCOPE OF SERVICES**

In general, the scope of the Design Services to be provided by the Architect relative to the Project shall include without limitation the general disciplines outlined below to the extent necessary to provide complete, accurate and fully coordinated design documents and construction administration for the Project:

- Architectural Design
- Site Master Planning
- Interior Design
- Presentation drawings for Owner’s use including 3D modeling similar to “Sketch-Up”
- Landscape Design (Hard Scape and Planting)
- Civil Engineering
- Structural Engineering
- HVAC Engineering
- Plumbing Engineering
- Fire Protection Engineering
- Electrical engineering
- ADA Design
- Life Safety & Code Analysis
- Acoustical Design
- Wayfinding and Signage Design (Exterior and Interior)
- Graphic Design
- Branding and Theming, including Naming Rights and Sponsorship Signage
- Energy Modeling, Building Systems Analysis and Commissioning
- Minimum LEED Silver Certified Design
- Building Information Modeling (BIM) for all phases of Design
- Lighting Design
- Vertical Transportation Design and Engineering
- Façade and Window Wall Design
- Fall Arrest and Building Envelope Maintenance Design
- Concessions and Food Services Design
- Merchandising and Retail Design
- Furniture, Fixtures & Equipment (FF&E) Design
- Security System Design including, Access Control, Intrusion Detection, CCTV Surveillance, and Seating bowl surveillance
- Sound System Design
- Video Display Design, including Scoreboard(s), Ribbon Board(s), Exterior Marquee and Advertising displays

- Broadcasting System Design, including Television, Radio and In-House Systems
- Cable Television System Design (IPTV)
- Telecommunication Design, including Converged Network, High Density Wi-Fi, Neutral Host DAS
- Construction Administration and On-Site representation during construction

Two additional discreet sub-phase activities will be incorporated into the typical Phases of the work, including:

1. Master Planning, Programming and Concept Design will be separately provided during the Schematic Design Phase Services.
2. Preparation of separate Scope Documents is expected to be completed during the Construction Documents Phase Services for solicitation of a Guaranteed Maximum Price (GMP) proposal from the Contractor.

## **ARCHITECT AGREEMENT**

The design will be performed utilizing a modified AIA B103-2007 Standard Form of Agreement between Owner and Architect (Architect Agreement) wherein the selected Architect will be the prime contractor for all required architectural, engineering and specialty consultants services. The selected Architect will be responsible to provide necessary descriptive narratives, the cost, schedule and key personnel to be proposed and approved by the City. The City plans to issue an amendment to this solicitation with a draft of the modified AIA B103-2007 Standard for of Agreement. Offerors shall base their response on the terms and conditions set forth in this RFQ and a condition of response to this RFQ shall be Architect's agreement to the proposed modifications to the Architect Agreement. Any concerns with the proposed modifications must be raised in writing at the time that the Proposal is submitted. The offeror may suggest modifications to the Architect Agreement terms and conditions for consideration by the City, provided that the offeror clearly explains in writing and demonstrates the benefit to the City, or otherwise explains the rational for the suggested modifications. The City reserves the right to adjust the Architect Agreement or the modifications indicated until the Architect Agreement is executed.

This description of Design Services is not necessarily exclusive or exhaustive. The City reserves the right to revise the Scope of Services during the contract negotiation and as permitted by subsequent agreement. Offerors are encouraged to suggest additional services that are considered necessary or advantageous for the Project.

Responses to this RFQ shall include Offeror's suggested structure for compensation for the Scope of Services. For purposes of outlining the proposed structure for compensation only, the Offeror should assume that the Architect shall be engaged for the total Project duration and that the total Project cost (including soft costs, land acquisition, public art, etc.) is \$180 million. Suggested compensation structure shall consider any terms for payment contingencies, alternatives, and potential savings. NOTE: The City is only seeking a discussion of a proposed compensation structure(s). No pricing or specific compensation figures should be included. Actual compensation amounts will be the subject of negotiation with the selected Offeror.

## **AVAILABILITY**

The Architect shall be readily available to the Project Team and the City both in the City and via telephone, electronic mail, and video conferencing for the term of the Agreement. From time to time (approximately monthly), the Architect shall present an update to the City Council. Weekly reports shall be submitted to the City Manager.

## **MINIMUM QUALIFICATIONS**

At a minimum, Offerors shall demonstrate an ability to provide the Scope of Services delineated in the attached Architect Agreement or meet the minimum qualifications listed below. Offerors who do not demonstrate an ability to meet such minimum qualifications after evaluation by the Scoping and Evaluation Team will be notified in writing of the decision. Responses that do not meet the minimum qualifications will not be considered.

At a minimum, Offerors shall demonstrate the ability to meet the following minimum qualifications:

1. Served as lead Architect on at least 5 arena or domed stadium projects with a construction cost greater than \$125 million (2016 equivalent value) all completed or under construction within the last 10 years, including at least 3 arena projects similar to the proposed Project.
2. Provide master planning for mixed use projects located in the urban environments
3. Demonstrated ability to assist the City with the rezoning and/or Planned Development activities.
4. Provide a flexible arena design that will attract sports and entertainment events.
5. Design to budget.
6. Familiar with the applicable local and/or national building codes, zoning regulations and local construction practices and be licensed to provide the Scope of Services in El Paso.
7. Provide sustainable design to meet a minimum LEED Silver Certification under the USGBC Rating System.
8. Successful experience in the design and construction of similar projects utilizing the Construction Manager at Risk approach.

## **PART 4 – PROPOSAL FORMAT AND SUBMISSION**

### **4.1 Proposal Format and Structure**

All submissions must follow the submission guidelines below. The City reserves the right to reject proposals not in compliance with these requirements.

- Use fonts no smaller than Times New Roman, 10 point. Maximum length for all sections including the title page through Section 5, Architect Agreement and Construction Administration, the entire proposal should not exceed 40 pages - 1 sided. Appendices are not included in this page count.
- All pages must be numbered.
- Address qualifications criteria in the order presented below.
- Major sections must have page breaks between them and the following sections.
- The proposal must be signed and titled by a duly authorized representative of the Offeror.

In addition, the City requires that all proposals contain the following:

**COVER LETTER** – Include containing name, address, telephone number, email address, and main contact name of Offeror firm.

**TITLE PAGE** – Clearly label with the RFQ number, RFQ title, Offeror's name, mailing address, and fax number, and the name, telephone number, and email address of a contact person.

**TABLE OF CONTENTS** – Identify the page location of each major section.

1. **EXECUTIVE SUMMARY** – Provide a brief description of your proposed project team and organization, identify the key personnel that will lead each discipline, relevant experience and statement of understanding of the project and your approach to providing the Scope of Services.

2. **PROJECT TEAM and KEY PERSONNEL** – Identify the entire proposed Project Team Members including all proposed architect(s), engineers and specialty consultant firms to provide the services. Provide an organization chart(s) and descriptions of each proposed firm, clearly describing the role for each. Also identify the proposed staffing to be provided by each firm and clearly delineate the key personnel that will lead the delivery of services for each discipline.

Resumes for each key personnel and proposed staffing shall be provided and included in the Appendix. Resumes are not included in the maximum page count.

3. **RELEVANT EXPERIENCE**– Provide a detailed description of at least 5 arena or domed stadium projects that meet or exceed the minimum qualifications delineated as item 1 in the Minimum Qualifications in Part 3 of the RFQ. Identify each project (name), location, your role, detailed description including basic program elements, building area, initial budget and final construction cost (including the reason(s) for any differences), project schedule and client for each.
4. **PROJECT UNDERSTANDING and APPROACH** – State in succinct terms the Offeror’s understanding of the Scope of Services and demonstrate your capability and approach to meeting and exceeding the items 2-8 of the Minimum Qualifications listed in Part 3 of this RFQ. Each Offeror must demonstrate its comprehension of the objectives and services from the RFQ. Offeror should not merely duplicate the Scope of Services as presented within the RFQ. After the overview of the ability to perform the Scope of Services is provided, Offeror should address in detail in the same order as listed, how Offeror will apply its experience and skills for this Project.
5. **REFERENCES** – Include list of at least three references that can be contacted to discuss the performance on similar work. References that are not relevant to RFQ should not be included. Therefore, the References provided should be directly related to the requirements in the Scope of Services. The City is particularly interested in government references. The City may obtain other information by sending out questionnaires and/or through other sources. The City reserves the right to contact all references provided by Offeror, as well as other clients or project owners referenced in the Response.

The Offeror is responsible for ensuring the accuracy of the contact information for the references provided. The City shall not contact the bidder for replacement references and/or contact information if said e-mail addresses or telephones numbers are not valid or connected.

In addition to the above, the Offeror is encouraged to inform said references that they shall initially be contacted via e-mail at the e-mail address provided herein. If a response to the e-mail is not provided within the designated time frame, the City will attempt to contact the reference by telephone at the number provided below. If the reference does not respond after two attempts via telephone the Offeror shall receive zero points for said reference.

6. **ARCHITECT AGREEMENT**– Provide concurrence to utilize the attached B103-2007 Standard Form of Agreement Between Owner and Architect as modified by the City. The Offeror may suggest modifications to the Architect Agreement terms and conditions for consideration by the City, provided that the Offeror clearly delineates the requested revisions and demonstrates the benefit to the City or otherwise explains the rationale for the suggested revision(s). (See Page 11)

Projects of this scale and complexity often require more on-site representation by the Architect, Engineers and Specialty Consultants. Based on your experiences for similar projects, provide a description of the on-site representation that you recommend for this Project.

Describe your suggested structure for compensation for the Scope of Services.

7. **CONTRACT AND FORMS** – Include all pages and completed forms provided in Part 6. In addition to this material, describe any prior or pending litigation, civil or criminal, involving a governmental agency or which may affect the performances of the services to be rendered. This includes any instances in which the

Offeror or any of its employees, subcontractors, or sub-consultants is or has been involved within the last three years.

8. APPENDICES – include any additional information that the Offeror deems important to the decision process but that is not specified elsewhere in the RFQ.
  - a. Appendix A is reserved for key personnel and staffing resumes.
  - b. Appendix B is reserved for Certifications and Documentation.
    - i. Certifications and documentation statement by Offeror committing to provide required general liability insurance, worker’s compensation and professional liability insurance for personnel assigned to the project in the amounts specified in the Contract Clauses attached to this RFQ within 10 calendar days of any Notice of Award, or copy of insurance binder indicating coverage currently in-force.
    - ii. Professional Registration Documentation, if any.
    - iii. DBE or HUB certification, if any.

## 4.2 Copies Required

Paper – One complete, original copy (signed in blue ink where required) and seven copies, all contained in a single sealed submission. All Responses shall contain those pages on which signatures are required.

Electronic – One electronic copy on a flash drive. Format of the electronic copy must be either .doc (readable by Microsoft Word 2003 or 2007) or .pdf (readable by Adobe Reader 9). The content of the electronic file shall be an exact submission of the hard copies of the proposals (i.e., documents should bear signatures, where applicable and be filled out entirely). In event of discrepancy/conflict between the hard copy and electronic copy, the hard copy marked “original” will govern.

## 4.3 Proposal Cost

A Fee Proposal will be requested from the highest ranked Offeror. The Fee Proposal may follow the compensation structure suggested by the highest ranked Offeror, or the City may request a Fee Proposal that follows a different structure.

## PART 5 – PROPOSAL EVALUATION AND AWARD PROCESS

### 5.1 Qualification Evaluation

The proposal evaluation process is designed to award the contract, not necessarily to the Offeror of least cost, but rather to the Offeror with the best combination of attributes (i.e., qualifications and experience, cost) based upon the evaluation factors specifically established for this RFQ.

Offerors must provide all information outlined in the Qualifications and Experience section to provide information supporting the Evaluation Factors in order to be considered responsive. Proposals will be evaluated based on the responsiveness to the items requested in this RFQ as such information supports the Evaluation Factors which will demonstrate the Offeror’s understanding and capacity to perform the required Scope of Services of this RFQ.

**The establishment, application and interpretation to the following Evaluation Factors shall be solely within the discretion of the City of El Paso (the City”)**. The City reserves the right to determine the suitability of proposals on the basis of all these factors. Proposals will be evaluated based on the following Evaluation Factors:

## 5.2 Evaluation Factor Description

The maximum points that shall be awarded for each of the Evaluation Factors are detailed and described below.

<b>A. Quality of Response and Presentation</b>	<b>Points Possible</b>
A1. Readability, completeness and organization	5
A2. Adherence to response format requirements	5
<b>SUBTOTAL</b>	<b>10</b>

<b>B. Qualifications and Relevant Experience</b>	<b>Points Possible</b>
B1. Lead Architectural firm, engineers and specialty consultants	15
B2. Key Personnel for each discipline and time commitment	15
B3. Relevant Project Experience	15
<b>SUBTOTAL</b>	<b>45</b>

<b>C. Understanding of Project and Approach</b>	<b>Points Possible</b>
C1. Master planning and mix-used projects	5
C2. Flexibility to accommodate Sports and Entertainment Events	5
C3. Deliver contextual architecture	5
C4. Sustainable and efficient design	5
C5. Design to Budget Approach	5
C6. Familiar with rezoning and/or Planned Developments, and knowledge of local conditions and regulations	5
C7. Application of talents and how these transferable skills will be deployed for the Project	5
<b>SUBTOTAL</b>	<b>35</b>

<b>D. Response and quality of references to Offeror's ability</b>	<b>Points Possible</b>
D1. Complete projects on time and within budget	4
D2. Communicates and interacts with all staff levels and produces high quality results	6
<b>SUBTOTAL</b>	<b>10</b>



<b>Scoring Summary:</b>	<b>Points Possible</b>
A. Quality of Response and Presentation	10
B. Qualifications and Relevant Experience	45
C. Understanding of Project and Approach	35
D. Response and quality of References	10
<b>TOTAL SCORE</b>	<b>100</b>

### **5.3 Evaluation and Award Process – General Information**

- A. All offers are subject to the terms and conditions of this solicitation. Material exceptions to the terms and conditions, or failure to meet the City's minimum specifications, shall render the offer non-responsive to the solicitation.
- B. Any award made under this solicitation shall be made to the most qualified Offeror.
- C. After the highest ranked Offeror is selected by the evaluation committee, prompt payment discounts will be considered when making a determination that the negotiated price is fair and reasonable, providing the City is allowed at least 10 days in which to take advantage of the discount.
- D. As part of the requirement to establish the responsibility of the Offeror, the City may perform a price analysis to determine the reasonableness of the price(s) of the highest ranked Offeror's professional services. Prices that appear to be unreasonably low may be determined to be evidence that pricing is not fair and reasonable and cause the Response to be rejected.

#### **5.3.1 Evaluation and Award Process**

- A. An Evaluation Committee shall be established to evaluate Responses based solely on the Evaluation Factors set forth below. Factors not specified in the RFQ will not be considered. The City reserves the right to waive any minor irregularities or technicalities in the offers received. Responses will be evaluated on an individual basis against the requirements stated in the RFQ.
- B. Minor problems of completeness or compliance may be called to the attention of Offerors for clarification. Substantial deviations from specifications or other requirements of this RFQ will result in disqualification of a Response.
- C. Award of a contract for professional services will be made on the basis of demonstrated competence and qualifications to perform the services and for a fair and reasonable price. Detailed evaluation of the Responses to this RFQ will involve a determination of the most favorable combination of various elements contained in this RFQ.
- D. During the evaluation process, the City reserves the right, where it may serve in the City's best interest, to request additional information or clarifications from Offerors, or to allow corrections of errors or omissions.
- E. The City reserves the right to award this contract to one Offeror, to make multiple awards and to award without discussions. The City may reject any or all offers if such action is in the City's interest, award contract other than to the lowest ranked Offeror, waive informalities and minor irregularities in offers received, and award all or part of the requirements stated.
- F. All Responses meeting the minimum specifications of the Scope of Services and Qualifications and Experience will be ranked based on the evaluation criteria listed.

- G. After evaluations, the Evaluation Committee will determine a short list also known as competitive range. The short list/competitive range include the proposals that have a reasonable chance of being selected for award considering all aspects of the RFQ. If required, only those Offerors within the short list/competitive range may be selected for an oral presentation and/or interview.
- H. The presentation/interview process will be arranged by the Evaluation Committee for purposes of discussion and/or clarification. Points may be deducted or added to the Offeror's preliminary score as deemed necessary by the Evaluation Committee.
- I. At the completion of the evaluation period, the City will enter into negotiations with the highest ranked Offeror. If the City cannot come to an agreement with that Offeror it will formally end negotiations with that initial highest ranked Offeror and begin negotiations with the next highest ranked Offeror.
- J. The City reserves the right to negotiate the final Scope of Services, price, schedule, and any and all aspects of this solicitation with the highest ranked Offeror.
- K. Responses to this RFQ that are considered non-responsive will not receive consideration. The City reserves the right at any time during the evaluation process to reconsider any proposal submitted. It also reserves the right to meet with any Offeror at any time to gather additional information. Furthermore, the City reserves the right to delete, add or modify any aspect of this procurement through competitive negotiations up until the final contract signing.
- L. The successful Response to this RFQ will be incorporated into the final contract. Any false or misleading statements found in the proposal will be grounds for disqualification or contract termination. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this RFQ, unless clearly and specifically noted in the proposal and confirmed in the contract between the City and the Offeror selected.
- M. The City reserves the right to award this contract to one Offeror or to make multiple awards. The city may reject any or all Responses if such action is in the City's interest, award, waive informalities and minor irregularities in Responses received, and award all or part of the requirements stated.

**PART 6 – MANDATORY SUBMITTALS**

The following Mandatory Submittals that must be included as a part of the Response and received by the due date and time are:

<b>MANDATORY SUBMITTALS</b>
6.1 Responsibility Determination
6.2 Business Information Certification
6.3 Non-Collusion and Business Disclosure Affidavit – Part 1
6.4 Non-Collusion and Business Disclosure Affidavit – Part 2
6.5 Indebtedness Affidavit
6.5 Vendor Forms
6.6 Business Entity: Disclosure of Interested Parties Texas

## **6.1 RESPONSIBILITY DETERMINATION**

### **Responsibility Determination**

The responsibility determination includes consideration of a Offeror's integrity, compliance with public policy, past performance with the City (if any), financial capacity and eligibility to perform government work (e.g., debarments/suspension from any Federal, State, or local government). Provide information regarding capacity and evidence of financial responsibility (Such as audited financial statement for the past (2) two years). The City reserves the right to perform whatever research it deems appropriate in order to access the merits of any Offeror's proposal.

### **Technical Capacity Determination**

The City may conduct a survey relating to the Offeror's record of performance on past and present projects that are similar to the scope of work identified in this RFQ, which may include services/projects not identified by the Offeror. The City reserves the right to perform whatever research it deems appropriate in order to assess the merits of any Offeror's proposal. Such research may include, but not necessarily be limited to, discussions with outside Offerors, interviews and site visits with the Offeror's existing clients and analysis of industry reports. The City will make a finding of the Offeror's Technical Resources/Ability to perform the RFQ scope of work based upon the results of the survey.

A Offeror will be determined responsible if the City determines that the results of the Technical Resources/Ability survey reflect that the Offeror is capable of undertaking and completing the RFQ scope of work in a satisfactory manner.



**6.2 BUSINESS INFORMATION CERTIFICATION**

Mark all that apply.

- |   |  |
|---|--|
| <input type="checkbox"/> Manufacturer or Producer | <input type="checkbox"/> Disadvantaged Business Enterprise   |
| <input type="checkbox"/> Wholesaler               | <input type="checkbox"/> Asian - Pacific American  |
| <input type="checkbox"/> Retailer                 | <input type="checkbox"/> Black American  |
| <input type="checkbox"/> Franchised Distributor   | <input type="checkbox"/> Hispanic American   |
| <input type="checkbox"/> Factory Representative   | <input type="checkbox"/> Native American   |
| <input type="checkbox"/> Other _____              | <input type="checkbox"/> Woman Owned Business  |
| <input type="checkbox"/> Large Business           | <input type="checkbox"/> Handicapped   |
| <input type="checkbox"/> Small Business           | <input type="checkbox"/> Local Business Enterprise   |
|   | <input type="checkbox"/> HUB State Certified Historically Underutilized Business<br>(please furnish copy of Certification) |

**SMALL BUSINESS CONCERN:** Less than \$1,000,000.00 in annual receipts or fewer than one hundred [100] full time employees.

**DISADVANTAGED BUSINESS ENTERPRISE:** At least fifty-one percent [51%] owned by one or more socially disadvantaged individuals, or a publicly held corporation with at least fifty-one percent [51%] of the stock owned by one or more such individuals.

**WOMAN-OWNED BUSINESS:** At least fifty-one percent [51%] owned by a woman, or women, who also control and operate the business. "Control" in this context means making policy decisions. "Operate" in this context means actively carrying on day to day management

**HANDICAPPED:** At least fifty-one percent [51%] owned by a person or persons with an orthopedic, otic [hearing], optic [visual], or mental impairment which substantially limits one or more of their major life activities.

**LOCAL BUSINESS:** A business with a Tier 1 or Tier 2 principal place of business within the incorporated city limits of El Paso, Texas.

**HUB [HISTORICALLY UNDERUTILIZED BUSINESS]:** A Business Enterprise, which has been granted a Certificate by the State of Texas, as a Historically Underutilized Business. The City of El Paso utilizes information on Historically Underutilized Businesses (HUB), from the State of Texas Comptroller of Public Accounts (CPA), HUB Program, 1711 San Jacinto Ave, P.O. Box 13186, Austin, Texas 78711. The City encourages you to contact the State if you feel you may qualify.

I certify that the foregoing information is a full, true and correct statement of the facts.

\_\_\_\_\_  
Signature of Person Authorized to Sign Application

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**City of El Paso**  
**PURCHASING & STRATEGIC SOURCING DEPARTMENT**

**6.3 NON-COLLUSION AND BUSINESS DISCLOSURE AFFIDAVIT – PART 1**

**THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE**

Before me, the undersigned official, on this day, personally appeared \_\_\_\_\_, a person known to me to be the person whose signature appears below; whom after being duly sworn upon his/her oath deposed and said:

1. I am over the age of 18, have never been convicted of a crime and am competent to make this affidavit.
2. I am a duly authorized representative of the following company or firm (the “RESPONDENT”) which is submitting a Response to 2017-336R – ARCHITECTURAL AND ENGINEERING SERVICES FOR THE MULTIPURPOSE CULTURAL AND PERFORMING ARTS CENTER:

\_\_\_\_\_ (Name of Respondent).

3. **BY SUBMITTING THIS BID, I CERTIFY THAT RESPONDENT AND ITS AGENTS, OFFICERS OR EMPLOYERS HAVE NOT DIRECTLY OR INDIRECTLY ENTERED INTO ANY AGREEMENTS, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS PROPOSAL OR WITH ANY CITY OFFICIAL.**
4. I have listed in **Paragraph 10** below all the names the Respondent uses and has used in the past and certify that I have disclosed all such names, including any assumed (DBA) names.
5. **Certificate of Organization.** In completing this Affidavit, I have attached a copy of the organization certificate issued by the Secretary of State of the state in which the company was organized (i.e. Certificate of Formation, Certificate of Good Standing, Statement of Operation or Registration and/or a copy of Assumed Name Certificate if the Respondent used a trade name in the Solicitation documents is other than the name under which company was organized).
6. **Material Change in Organization or Operation.** *Except as described in **Paragraph 10** below*, I certify that Respondent is not currently engaged nor does it anticipate that it will engage in any negotiation or activity that will result in the merger, transfer of organization, management reorganization or departure of key personnel within the next 12 months that may affect Respondent’s ability to carry out the contract with the City of El Paso.
7. **Debarment/Suspension.** *Except as described in **Paragraph 10** below*, I certify that Respondent and/or and its subcontractors, officers or agents are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any covered transactions by any federal, state or local department or agency. If such an event has occurred, state in **Paragraph 10** below, the reason for or the circumstances surrounding the debarment or suspension, including but, not limited to, the name of the governmental entity, the period of time for such debarment or suspension and provide the name and current phone number of a governmental contact person familiar with the debarment or suspension.

I understand that Respondent is obligated to immediately inform the City in the event that the Respondent is included in such a debarment/suspension list during the performance of this Contract with the City of El Paso.

8. **Default/Termination of Contracts.** *Except as described in **Paragraph 10** below*, I certify that, within the last 24 months, there are no Contract(s) between the Respondent and a governmental entity that have been terminated, with or without the Respondent’s default. If such a contract has been terminated within the last 24 months, state in **Paragraph 10** below the reason for or circumstances surrounding the termination.
9. **Taxpayer Identification.** In completing this Affidavit, I have also attached a copy of a completed Form W-9 that shows the Respondent’s taxpayer identification number (Employer Identification Number or Social Security Number). I understand that failure to provide this information may require the City to withhold 20% of payments due under the contract and pay that amount directly to the IRS.



City of El Paso

PURCHASING & STRATEGIC SOURCING DEPARTMENT

6.4 NON-COLLUSION AND BUSINESS DISCLOSURE AFFIDAVIT – PART 2

**THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE.**

Before me, the undersigned official, on this day, personally appeared \_\_\_\_\_, a person known to me the person whose signature appears below; whom after being duly sworn upon his/her oath deposed and said:

1. I am over the age of 18, have never been convicted of a crime and am competent to make this affidavit.
2. I am a duly authorized representative of the following company or firm (the “RESPONDENT”) which submitted a Response to 2017-336R – *ARCHITECTURAL AND ENGINEERING SERVICES FOR THE MULTIPURPOSE CULTURAL AND PERFORMING ARTS CENTER* (the “Solicitation”) and previously signed and submitted the Non-Collusion and Business Disclosure Affidavit with the Response.
3. I certify Respondent (including Respondent’s agents, officers, employees, or affiliates, and including affiliate’s agents, officers, or employees) has not directly or indirectly entered into any agreement, performed any work for the City or for a consultant or contractor for the City, or otherwise taken any action in restraint of free competitive bidding, including any action or effort that would give the Respondent an unfair advantage in competing under this Solicitation, except as disclosed on Schedule 1 attached hereto. For purposes of this Affidavit, examples of situations creating unfair advantages are provided below (this list is intended to provide examples only and is not exhaustive):
  - a. Respondent has previously provided recommendations to the City or to a consultant or contractor for the City with regard to the Project and stands to reap the benefits of its own recommendation if selected under this Solicitation;
  - b. Respondent possesses proprietary information that was obtained from the City, a consultant or contractor for the City, or a competitor under this Solicitation that is relevant to the Project and the proposed contract, but not available to all competitors;
  - c. Respondent has access to non-public, competitively useful information with regard to the Project that is not available to competitors;
  - d. Respondent has received City funds through a direct contract or a subcontract for developing information related to the Project that was used in the preparation of the Solicitation or Solicitation documents;
  - e. Respondent has engaged or engages a current or former employee of the City or its consultant or contractor involved in preparing this Solicitation or the Solicitation documents; or

f. During the period since this Solicitation was advertised, Respondent has communicated with any person currently or previously retained by the City as a consultant or contractor on the Project or any person having participated in the development, design or review of documents related to the Project.

4. All the names Respondent uses or has used in the past are listed below, including all d/b/a names:

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5. Unless disclosed in Schedule 1, all prior contracts Respondent has had with the City or under a contractor or consultant to the City are listed below:

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I understand that in providing false information on this Affidavit, I could be found guilty of a Class A misdemeanor under Texas Penal Code, Section 37.110. In addition, by providing false information on this Affidavit, the Respondent could be considered not responsible on this and future solicitations, and such determination could result in the discontinuation of any and all business contracts with the Respondent by the City.

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Signature

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

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

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

SUBSCRIBED AND SWORN to before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016,

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Notary Public

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

Commission Expires: \_\_\_\_\_



SCHEDULE 1

DISCLOSURE

Check any that apply. If additional space is need to complete disclosure, pages may be attached. Note that for this disclosure, the term “Respondent” includes Respondent’s agents, officers, employees, or affiliates, and including affiliate’s agents, officers, or employees.

Respondent has previously provided recommendations to the City or to a consultant or contractor for the City with regard to the Project and stands to reap the benefits of its own recommendation if selected under this Solicitation.

Explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Respondent possesses proprietary information that was obtained from the City, a consultant or contractor for the City, or a competitor under this Solicitation that is relevant to the Project and the proposed contract, but not available to all competitors.

Explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Respondent has access to non-public, competitively useful information with regard to the Project that is not available to competitors.

Explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SCHEDULE 1, CONTINUED

Respondent has received City funds through a direct contract or a subcontract for developing information related to the Project that was used in the preparation of the Solicitation or Solicitation documents.

Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Respondent has engaged or engages a current or former employee of the City or its consultant or contractor involved in preparing this Solicitation or the Solicitation documents.

Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

During the period since this Solicitation was advertised, Respondent has communicated with any person currently or previously retained by the City as a consultant or contractor on the Project or any person having participated in the development, design or review of documents related to the Project, other than as permitted under the Solicitation.

Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**City of El Paso  
PURCHASING & STRATEGIC SOURCING DEPARTMENT**

**6.5 INDEBTEDNESS AFFIDAVIT**

**THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE**

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_ [FULL NAME] (hereafter “*Affiant*”), a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed stated as follows:

1. Affiant is authorized and competent to give this affidavit and has personal knowledge of the facts and matters herein stated.
2. Affiant is an authorized representative of the following company or firm: \_\_\_\_\_ [Contracting Entity’s Corporate or Legal Name] (hereafter, “*Contracting Entity*”).
3. Affiant is submitting this affidavit in response to the following bid: *Solicitation No. 2017-336R – ARCHITECTURAL AND ENGINEERING SERVICES FOR THE MULTIPURPOSE CULTURAL AND PERFORMING ARTS CENTER*, which is expected to be in an amount that exceeds \$50,000.00.
4. Contracting Entity is organized as a business entity as noted below (check box as applicable):

**For Profit Entity (select below):**

- Sole Proprietorship
- Corporation
- Partnership
- Limited Partnership
- Joint Venture
- Limited Liability Company
- Other (Specify type in space provided below):  
\_\_\_\_\_

**For Non-Profit Entity or Other (select below):**

- Non-Profit Corporation
- Unincorporated Association

5. The information shown below is true and correct for the Contracting Entity. If Contracting Entity is a sole proprietorship or partnership, list all owners of 5% or more of the Contracting Entity. Where the Contracting Entity is an unincorporated association, the required information has been shown for each officer. [Note: In all cases, use FULL name, business and residence addresses and telephone numbers.]

**Contracting Entity:**

Name	
Business Address [No./Street]	
City/State/Zip Code	
Telephone Number	
Resident Address (if applicable)	
City/State/Zip Code	
Telephone Number	
Federal Tax ID Number	
Texas Sales Tax Number	

**5% Owner(s) or Officers of Unincorporated Association \*\* (If none, state "None"):**

Name	
Business Address [No./Street]	
City/State/Zip Code	
Telephone Number	
Resident Address (if applicable)	
City/State/Zip Code	
Telephone Number	

\*\*Attach additional pages if necessary to supply the required names and addresses.

6. Affiant understands that in accordance with Ordinance No. 016529 of the City of El Paso (the "**City**"), the City may refuse to award a contract to or enter into a transaction with Contracting Entity that is an apparent successful Respondent that is indebted to the City.
7. Affiant understands that the term "**Debt**" shall mean any sum of money, which is owed to the City by a Contracting Entity, Owner, or Vendor, that exceeds one hundred dollars (\$100.00) and that has become Delinquent, as defined hereinafter. Such Debt shall include but not be limited to: (i) property taxes; (ii) hotel/motel occupancy taxes; and (iii) license and permit fees.
8. Affiant understands that the term "**Delinquent**" shall mean any unpaid Debt that is past due for sixty (60) days or more and, which is not currently subject to challenge, protest, or appeal.
9. Affiant represents that to the best of its knowledge, the Contracting Entity is not indebted to the City in any amounts as described in Item No. 7 above, as of the date of the submittal. If the Contracting Entity is indebted to the City, the following represents the type and estimated amount of indebtedness:

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10. If the Contracting Entity is indebted to the City, describe any payment arrangements that have been entered into to settle the Debt.

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11. In the event that the City refuses to do business with a Contracting Entity due to any indebtedness listed above or as determined by the City Financial Services Department, the Contracting Agency may appeal this determination in accordance with the appeal regulations in Ordinance 016529.

**Affiant certifies that he is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein; and that the information provided herein is true and correct to the best of Affiant's knowledge and belief. Affiant understands that providing false information on this form shall be grounds for debarment and discontinuation of any/all business with the City of El Paso.**

SUBSCRIBED AND SWORN to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Notary Public

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

\_\_\_\_\_  
Commission Expires

**6.5 VENDOR FORMS**

**CITY OF EL PASO PURCHASING DEPARTMENT  
VENDOR INFORMATION FORM**

**This form must be accompanied by an IRS Form W-9 and Conflict of Interest Questionnaire.**

Add  Update  Inactivate  Vendor  Contractual Employee  City of El Paso Employee

Send To: Suky Flores, Sr. Office Asst. – Purchasing Telephone #: 915-541-4179 Fax #: 915-541-4347

From: Name: \_\_\_\_\_ City Department: \_\_\_\_\_ Tel. # \_\_\_\_\_

**VENDOR SALES ADDRESS:** If same as W-9 check box

Company Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

Telephone # (\_\_\_\_\_) \_\_\_\_\_ Fax # (\_\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Web Page: \_\_\_\_\_

**VENDOR STATUS:**

- (Yes  ) (No  ) Small business concern (Less than \$1,000,000.00 Annual Receipts or 100 employees.)
- (Yes  ) (No  ) Disadvantage business concern (At least 51% owned by one or more socially disadvantaged individuals; or, a publicly-owned business at least 51% of the stock owned by one or more of such individuals.) If your company is certified please send us a photo copy. We must have an updated copy of the certificate on file. DBES include (Please mark one:)
- (  ) Black Americans (  ) Hispanic Americans
- (  ) Native Americans (  ) Asian-Pacific Americans
- (Yes  ) (No  ) Woman-owned business (At least 51% owned by a woman or women who also control and operate it. “Control” in this context means exercising the power to make policy decisions. “Operate” in this context means being actively involved in the day-to-day management.)
- (Yes  ) No  ) Handicapped (At least 51% owned by a person or persons with an orthopedic, hearing, mental or visual impairment which substantially limits one of more of his/hers/their major life activities.)
- (Yes  ) No  ) Local business enterprise (At least 51% of which is owned by a resident or residents of El Paso County and the principal place of business is in El Paso County.)
- (Yes  ) No  ) Hub (Historically underutilized business) If your company is certified please send us a photo copy. We need to have an updated copy of the certificate on file.

**CITY OF EL PASO EMPLOYEES** (IRS-Withholding not required for the following items)

Pension  Refund  Mileage  Reimbursement  Settlement  Travel Request  Tuition Reimbursement

**CONTRACTUAL EMPLOYEES OR VENDORS**

- Based on W-9, Individual/Sole Proprietor or Partnership are marked as withholding. Corporation is not marked as withholding.
- Vendors for Rent, Medical Services, Attorney Fees are **always** marked as withholding, even if they are a Corporation

**IRS-Withholding required information – Mark one of the following which applies to the type of payment that will be made to the vendor: (Incomplete forms will be returned to requester),**

- |  |  |
|--|--|
| <input type="checkbox"/> Wages (Withholding / Default Class 7)                           | <input type="checkbox"/> Juror (No Withholding / No Default Class)       |
| <input type="checkbox"/> Goods (No Withholding / No Default Class)                       | <input type="checkbox"/> Services (Withholding / Default Class 7)        |
| <input type="checkbox"/> Settlement / Attorney Proceeds (Withholding / Default Class 14) | <input type="checkbox"/> Rental Property (Withholding / Default Class 1) |
| <input type="checkbox"/> Medical & Healthcare (Withholding / Default Class 6)            | <input type="checkbox"/> Stipend (No Withholding / No Default Class)     |
| <input type="checkbox"/> Garnishment Vendor (No Withholding / No Default Class)          | <input type="checkbox"/> Corporation (No Withholding/ No Default Class)  |

01/12/10

**Request for Taxpayer  
 Identification Number and Certification**

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)

Exempt payee

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Social security number**

				-			-				
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**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Employer identification number**

				-							
--	--	--	--	---	--	--	--	--	--	--	--

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**

Signature of U.S. person ▶

Date ▶

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

## 6.6 BUSINESS ENTITY: DISCLOSURE OF INTERESTED PARTIES TEXAS

### Government Code § 2252.908

#### Form 1295

#### **This Form is required in the submission of your bid or proposal:**

The Texas Legislature adopted House Bill 1295 in 2015. HB 1295 added Section 2252.908 to the Government Code. Under this new law, any business entity that enters into a contract with the City of El Paso that requires the approval of the City Council must submit a “Disclosure of Interested Parties” to the City prior to the execution of the contract. This form, the “Disclosure of Interested Parties” form was promulgated by the Texas Ethics Commission, and is the “Form 1295”.

The Texas Ethics Commission was also charged with promulgating rules to implement Section 2252.908 of the Government Code. The rules adopted by the Texas Ethics Commission are located at Sections 46.1, 46.3, and 46.5 of Title 1 of the Texas Administrative Code.

The Texas Ethics Commission’s website is: [www.ethics.state.tx.us](http://www.ethics.state.tx.us). The area of their website pertaining to Form 1295 is: [www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

All business entities are encouraged to visit the Texas Ethics Commission website, which contains Frequently Asked Questions, instructional videos, and much more information on HB1295/Section 2252.908 requirements and/or to consult with their own counsel.

**Once the business entity has completed their electronic filing of Form 1295, then the business entity must print out the form and sign and notarize the form. The form must be submitted with your bid or proposal.**

**If your firm is selected for award, the Purchasing & Strategic Sourcing Department will go to the Texas Ethics Commission website to submit electronic confirmation of the City’s receipt of the completed, signed, and notarized Form 1295.**

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

*Please enter your business entity information*

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

*The City of El Paso*

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

*Enter City of El Paso contract, solicitation, or reference number*

Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
<i>For information see Section 2252.908 of the Texas Government Code, Sections 46.1, 46.3, and 46.5 of Title 1 of the Texas Administrative Code, and the Texas Ethics Commission website</i>			

**EXAMPLE**

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

*Please sign and notarize form before submitting to the City of El Paso Purchasing & Strategic Sourcing Department*

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**