



REQUEST FOR QUALIFICATIONS (RFQ)

CONSTRUCTION MANAGER AT RISK FOR AIRFIELD SAFETY ENHANCEMENT AND IMPROVEMENTS PROGRAM RFQ: 2024-132

Release Date: September 04, 2024

RFQ Submittals Due: November 5, 2024, at 10:00 a.m. Central Time (CT)

This solicitation has been identified as High-Profile.

PROHIBITED CAMPAIGN CONTRIBUTIONS

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

- (1) Any individual seeking a high-profile contract;
- (2) Any owner, officer, officer of board, and executive committee member of an entity seeking a high-profile contract, excluding board officers and executive committee members of 501 (c)(3), 501(c)(4) and 501 (c)(6) non-profit organizations not created or controlled by the City whose board service is done strictly as a volunteer with no financial compensation and no economic gain from the non-profit entity;
- (3) The legal signatory of the high-profile contract;
- (4) Any attorney, lobbyist or consultant hired or retained to assist the individual or entity in seeking a high-profile contract;
- (5) Subcontractors hired or retained to provide services under the high-profile contract; and
- (6) Any first-degree member of the household of any person listed in (1), (2), (3) or (5) of this subsection.

A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution was made by any of these individuals during the “blackout” period.

****For this solicitation, the first-day contributions are prohibited is September 18, 2024.***

The first day contributions may be made is the 31st day after the contract is approved at a City Council “A” Session.

RESTRICTIONS ON COMMUNICATIONS

In accordance with and as authorized by Section 2-61 of the City Code, the following restrictions on communications apply to this solicitation: Except as otherwise provided in this RFQ, Respondents are prohibited from contacting City officials, as defined by §2-62 of the City Code of the City of San Antonio, City employees, and consultants employed by City regarding this procurement, the RFQ, the submittals Respondents submit in response to the RFQ (RFQ Submittal), the request for proposals (RFP), or any proposals. These prohibitions are in place from the time the City releases the RFQ until (a) the resulting contract, if any, is posted for consideration as an agenda item during a City Council meeting designated as an A session or (b) City terminates this procurement, as applicable.

Restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the procurement, including the RFQ, RFQ Submittals, RFP or proposals.

Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent’s RFQ Submittal and subsequent proposal, if any, from consideration.

For additional information, see the section of this RFQ entitled “Restrictions on Communication”.

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Exhibit A	Project Overview	-
Exhibit B	Construction Manager at Risk Contract Template and General Conditions	-
Exhibit C	Standard Insurance Requirements	-
Exhibit D	Required Federal Contract Provision for Solicitations	-
Form #	Required Forms & Information	
Respondent’s RFQ Submittal must contain the following documents. Required Forms must be uploaded individually in CivCast.		
No Form #	Statement of Qualifications (Criteria A, B, C)	-
Form 1	RFQ Submittal Checklist and Table of Contents	-
Form 2	RFQ Submittal Cover/Signature Sheet	-
Form 3	Contracts Disclosure Form	-
Form 4	Litigation Disclosure Form	-
Form 5	Disadvantaged Business Enterprise (DBE) Program Requirements	-
Form 6	Key Personnel Commitment Form	-
Form 7	Financial Status Form	-
Form 8	Surety Letter of Intent for Bonding Form	-
Form 9	Insurance Company Letter of Intent Form	-
Form 10	Heat Illness Prevention Ordinance Acknowledgment Form	-
No Form #	Joint and Several Liability Letter (if applicable)	-
No Form #	Letter of Parent Company Support (if applicable)	-
No Form #	Certificate of Interested Parties – TEC Form 1295	-

Construction Manager at Risk for Airfield Safety Enhancement and Improvements Program

RFQ: # 2024-132

I. BACKGROUND

The City of San Antonio (City) recently completed the San Antonio International Airport (SAT or Airport) Strategic Development Plan (SDP), also known as the Master Plan. Based on current growth, future growth demands, and key stakeholder engagement with Joint Base San Antonio and the Federal Aviation Administration (FAA), City has identified the critical need for the implementation of the airfield development of new facilities and redevelopment of existing facilities. This development is needed to support current and future aircraft demand, airspace management and safety, and efficiency throughout the National Airspace System (NAS). To support these goals, City has initiated the Airfield Safety Enhancement and Improvements Program (ASEIP). ASEIP will primarily consist of two (2) phases. Phase 1 will include but not be limited to enabling projects, rehabilitation of the primary runway, construction of the alternate landing and departure surface to the primary runway, construction of supporting parallel taxiway systems, drainage, electrical, NAVAIDs, vehicle service roads, controlled access systems, pavement marking, signage, and airfield lighting systems, as further described in Section II below (the Project). This Request for Qualifications (RFQ) is for the Project. The purpose of the Project is to advance the airfield elements of the SDP to enhance the safety and improve the airfield facilities to meet current FAA Standards, which will ultimately improve the airfield operational resiliency and airspace management with Joint Base San Antonio at Randolph AFB and Lackland AFB. City will address Phase 2 via a subsequent procurement(s). City anticipates that Phase 2 will primarily consist of enabling projects, reconstruction of the primary runway, redevelopment of supporting taxiway systems, drainage, electrical, NAVAIDs, pavement marking, signage, and airfield lighting systems.

City anticipates that the rehabilitation of the primary runway will occur during the first half 2026 and that the full Project scope will be completed in calendar year 2031. City has selected the design consultant team for the ASEIP. All phases of work will be required to meet the requirements of applicable FAA Orders, Advisory Circulars, and other standards. Additionally, requirements associated with United States Department of Transportation and other federal agency funding for projects may apply.

This RFQ is the first of a two-step solicitation process. Through the first step of the solicitation process, the City anticipates shortlisting up to five (5) construction manager at risk teams that submit responses to this RFQ (Respondents). The City reserves the right to shortlist fewer teams, depending on qualifications. Only the shortlisted Respondents will be eligible to participate in the second step of the solicitation process, which will be initiated by the City's issuance of a request for proposals (RFP) and may include other procurement-related activities as will be described in the RFP.

The City is seeking an experienced construction manager at risk team with demonstrated technical capabilities and aviation experience to provide pre-construction services and construction phase services for the Project. The successful Respondent (CMAR) who enters into the contract (CMAR Contract) with the City will be integrated into a City-led team that will be a blend of City and consultant staff as part of a construction manager at risk delivery method. The scale, concurrent projects, and operational complexity of the Project will require the CMAR to assemble a team that is experienced and proficient to work with City staff, consultants, lead design team and stakeholders to achieve excellence in project delivery.

The CMAR will also be responsible for coordination with multiple stakeholders, including but not limited to: airlines; airline support services; federal, state, and local agencies; utilities; City staff and management across multiple departments; and the flying public.

Personnel provided by the CMAR must be able to obtain proper Transportation Security Administration (TSA) security clearances. The selected CMAR shall be responsible for having all subcontractors properly badged. Driving within the secure areas of the airfield will be necessary and will require an airfield driver's license.

The City will utilize federal funds to deliver the ASEIP. As a result, the Project is subject to the requirements of Title 49, Part 26 of the Code of Federal Regulations, and the U.S. Department of Transportation Disadvantaged Business Enterprise (DBE) Program. Competitive bidding of work packages is required. The Project is currently included in SAT's approved six (6)-year Capital Improvement Plan and will be subject to future updates and funding through the annual Capital Improvement Budget process and any future federal grant awards.

II. SCOPE OF WORK, PROJECT OBJECTIVES, AND GENERAL REQUIREMENTS

Scope of Work:

The City anticipates that the Project will include but is not limited to the following:

- Rehabilitation and/or reconstruction of existing airfield facilities.
- New construction runway, taxiway, and supporting airfield facilities.
- Demolition, earthwork, municipal solid waste removal
- Drainage infrastructure (conveyance, inlets, stormwater management).
- Rigid and flexible pavement facilities for aircraft loading.
- Utilities / utility relocation
- Airport Operations Area (AOA) security improvements (perimeter fencing, SIDA checkpoints, etc.).
- FAA NAVAIDs, systems, and utilities
- Airfield electrical
- Airfield signage
- Airfield pavement marking
- Temporary construction management office
- Building information model (e.g. terrain, pipe networks, electrical systems, etc.)

The CMAR will assume the risk of delivering the Project within a guaranteed maximum price (GMP). The CMAR will enter into a CMAR Contract to provide pre-construction services throughout the design development. The CMAR will negotiate Fixed Price Proposal (FPP) packages for components of the scope of work ahead of agreeing to a GMP for the full scope of work. The FPP packages and GMP will provide for construction in alignment with the agreed upon milestone progression of design packages. The CMAR will serve as the principal general contractor for construction of the Project. The CMAR will be responsible for construction means and methods and will collaborate with the City to publicly advertise and solicit competitive bids or proposals from trade contractors or subcontractors for the performance of all elements of the work other than the minor work that may be included in CMAR Contract general conditions. The CMAR will be required to coordinate closely with any firms procured separately by the City to deliver components of the ASEIP or other separate projects beyond the ASEIP.

During the pre-construction period, which includes design development, construction documents preparation, procurement of long-lead items and permitting, the CMAR will work with the design team to provide construction cost modeling of the Project, including but not limited to, updates at major milestones of design; scheduling of all aspects of the Project, including City tasks and outside agencies; constructability reviews; operational safety and construction phasing; weekly cost trend log updates; and cost savings/value engineering recommendations. The CMAR will support the City in establishing a final construction budget for the Project with the assistance of the design team prior to the start of any major construction phase services. The CMAR and design team will work collaboratively throughout the remaining design and pre-construction period to ensure that the Project remains within the budget and will regularly report back to the City.

The CMAR will be responsible for quality control and the City will be responsible for quality assurance oversight.

Pre-construction Phase Services: The City anticipates that during the pre-construction design phase, the CMAR will be required to provide certain services, including but not limited to:

- A. Developing a critical path method program schedule for major elements of the Project, with anticipated completion of Project calendar year 2031.
- B. Submitting a baseline schedule and monthly schedule updates.

- C. Participating in regular coordination and technical workshops with the City and design team.
- D. Preparing and maintaining a Project cost model and submitting detailed, open book cost estimates as the design is progressed, including at a minimum, at thirty percent (30%) design and subsequently at sixty percent (60%) design, and providing other costs with information / analysis and knowledge of market conditions to facilitate decision-making.
- E. Providing program planning, phasing, and scheduling, including logistical plans as design progresses that will reduce interruption to airport operations and include schedule reduction opportunities.
- F. Providing alternate systems evaluation and value engineering recommendations at appropriate times in the design development process.
- G. Coordinating and advising the City and design team on ways to gain efficiencies in program delivery and quality.
- H. Providing long-lead procurement studies and possibly initiating procurement of long-lead items.
- I. Developing and maintaining a construction management plan to include a detailed subcontracting plan in compliance with federal and state requirements for subcontractor and DBE procurement and a buyout strategy for Project elements and sub elements.
- J. If needed or helpful to maintain schedule, entering into and performing construction work under one or more Fixed Price Proposals (FPPs) for components of the Project ahead of acceptance of a final GMP for the complete Project.
- K. Assisting with permitting with authorities having jurisdiction.
- L. Performing bid package suitability reviews, and design submittal reviews at appropriate times in the design development process to facilitate quality and schedule.
- M. Analyzing design documents (reports, plans, specifications, roll plots, etc.) for feasibility of the program design.
- N. Providing recommendations to the City and design team on methods or approaches to minimize disruption to airport operations (airside, landside, tenants, terminal, airspace, and/or airfield) to incorporate into construction phasing.
- O. Developing a comprehensive safety plan for implementation during construction.
- P. Determining means and methods for performing the work.
- Q. Coordinating work plans with various City groups and other agencies, utility providers, and similar entities, and other contractors.
- R. Identifying areas with high-cost escalations throughout pre-construction and developing mitigation plans.
- S. Developing recommendations to limit program impacts due to supply chain issues.
- T. Providing compliance reviews, such as subcontractor contracts, safety, environmental, labor and quality.

- U. Assisting with preparation and delivery of presentations to stakeholders, as required.
- V. Supplemental geotechnical testing and analysis, if desired by Contractor.
- W. Developing the scope of work for subcontractor bid packages.
- X. Leading and managing the subcontractor prequalification and bidding process, including a program to maximize subcontractor interest and encourage participation in the bidding process.
- Y. Bidding, awarding, and managing all construction related contracts in compliance with the City solicitation requirements and DBE processes and requirements.
- Z. Identifying sustainable design integration options.

Construction Phase Services: The CMAR will be responsible for continuous budget monitoring during the duration of the Project and will update the City immediately of any deviations.

The City anticipates that the CMAR's construction phase services will include but not be limited to:

- A. Constructing the designed improvements, including managing the means and methods of all self-performed work (if selected through a competitive bidding process) and subcontractors.
- B. Coordinating and reporting on status of work with various City departments and other agencies, the City and design team, utility companies and similar entities, and other contractors.
- C. Managing work to maintain airport operations, efficient traffic flow through airport, tenant leaseholds, and safety of the traveling public.
- D. Procuring and managing subcontractor outreach, bidding and awarding of work on multiple packages, and managing all construction related contracts and subcontracts while meeting the City's solicitation requirements.
- E. Procuring materials and equipment.
- F. Scheduling and managing project site operations and meeting Airport Security requirements.
- G. Developing and implementing quality management and control procedures, including development of a quality control plan and quality control testing.
- H. Developing a site-specific safety plan and FAA safety risk management review to maintain a safe work site for all participants.
- I. Participation in timely FAA Safety Risk Assessment meetings in alignment with construction packages.
- J. Conducting acceptance testing and actively participate in operational readiness and transfer (ORAT) activities.
- K. Providing security for the work, including bonds and insurance, in accordance with the requirements set out in the CMAR Contract.
- L. Addressing and complying with the permitting requirements for all federal, state, and local authorities having jurisdiction. This includes franchise utilities (e.g. CPS Energy, AT&T, etc.).

- M. Supporting the City’s efforts related to public information.
- N. Conducting and managing site operations in a safe manner and with minimum airport operational impact, including operational impacts to aircraft and vehicular traffic.
- O. Providing warranty coverage for all constructed work.
- P. Preparing and maintaining as-built documents for all work, including through use of electronic models as required (e.g., Autodesk Civil 3D, Navisworks, Building Information Modeling (B.I.M.), Geographic Information Systems (GIS), and the City electronic standards).
- Q. Mitigating subcontract cost escalation from bidding through construction.
- R. Mitigating supply chain issues.
- S. Maintaining continuity of personnel from pre-construction to construction, commissioning and acceptance.
- T. Meet or exceed DBE requirements.
- U. Conducting and documenting regular meetings with City, design team, consultants, and stakeholders.
- V. Managing contract closeout and turnover of Project documents (manuals, as-builts, electronic models, etc.).
- W. Documenting new assets and coordinating with the City for operational readiness and transition, including commissioning, training, and developing operation and maintenance manuals.
- X. Maintaining compliance with all applicable prevailing wage laws/Davis Bacon Act and other relevant local, state and federal laws.
- Y. Use the City program management software Oracle Primavera Unifier to document requests for information (RFIs), submittals, daily logs, change requests, change orders, and invoicing. All log data shall be maintained up to date in a reasonable manner.

III. SCHEDULE OF EVENTS

The following tentative schedule has been prepared for this procurement and is subject change at City’s discretion:

Request for Qualifications Release	September 4, 2024
Pre-Submittal Conference	September 12, 2024, 10:00 a.m. (CT)
Deadline for Submission of Written Questions	October 16, 2024, 4:00 p.m. (CT)
RFQ Submittal Due Date	November 5, 2024, 10:00 a.m. (CT)
Evaluation Completion	December 3, 2024
Notification of Shortlist and RFP Issuance	December 4, 2024
Shortlisted Respondents Site Visit*	Week of December 9, 2024
Proposal Due Date	January 6, 2025, 2:00 p.m. (CT)
Shortlisted Respondent Interviews (if needed)	January 10, 2025
Notification of Selection and Negotiation	February 2025
Anticipated City Council Consideration and NTP	May 2025

* The site visits will be for the shortlisted Respondents. City will not hold site visits for Respondents prior to shortlisting.

IV. PRE-SUBMITTAL CONFERENCE

A non-mandatory Pre-Submittal Conference is scheduled for **September 12, 2024**, at **10:00 a.m.** in-person at the Airport Center Administrative Office located at **10100 Reunion Place, Suite 300, San Antonio, TX 78216 “Boeing Conference Room”** and via WebEx meeting. Interested parties may join the WebEx using the following instructions: Prospective Respondents may join the WebEx using the following instructions:

Join by phone: 1-415-655-0001

Meeting number (access code): 2634 994 9273

Meeting password: COSA2024

Join from meeting link:

<https://sanantonio.webex.com/sanantonio/j.php?MTID=mf90357e69f088dd3008226c4547b1bea>

Attendance at the Pre-Submittal Conference is optional, but highly encouraged. Respondents who join the Pre-Submittal Conference via WebEx are required to sign into the meeting using a QR code provided only during the meeting. This will confirm Respondent’s attendance and participation in the Pre-Submittal Conference through WebEx.

Respondents are encouraged to submit written questions concerning this RFQ through the CivCast website three (3) calendar days in advance of the Pre-Submittal Conference. City’s responses to questions received by this due date may be discussed at the Pre-Submittal Conference, as well as being posted on the CivCast website at <https://www.civcastusa.com/bids>. Respondents shall draft questions in a manner that does not explicitly identify or otherwise indicate Respondent’s identity in the body of the question. City reserves the right, in its sole discretion, to respond to timely and pertinent questions it receives from Respondents, but does not commit to respond to all questions. City may re-phrase or consolidate questions as it deems appropriate. Respondents bear the responsibility to review and be familiar with all questions and responses and any other information posted by City on CivCast through the RFQ Submittal Due Date identified in Section III. City will not be responsible for any failure of a Respondent to receive information on CivCast.

Any oral responses provided by City staff at the Pre-Submittal Conference shall be considered preliminary and non-binding. A written summary of the Pre-Submittal Conference shall contain City’s official responses to issues raised during the Pre-Submittal Conference and posted on the CivCast website at <https://www.civcastusa.com/bids>. Any oral response given at the Pre-Submittal Conference that is not confirmed in the posted written summary from the Pre-Submittal Conference or in a subsequent addendum to the RFQ shall not be official or binding on City. Only written responses shall be official. All other forms of communication with any officer, employee or agent of City shall not be binding on City.

V. RFQ SUBMITTAL DOCUMENT REQUIREMENTS AND EVALUATION CRITERIA

City will conduct a comprehensive, fair, and impartial evaluation of the RFQ Submittals received in response to this RFQ. Respondents should not include standard corporate brochures, awards and marketing materials in an RFQ Submittal, and City does not commit to review any materials included in an RFQ Submittal that are not specifically required by this RFQ. City will appoint a selection committee to perform the evaluation, and may solicit City staff, consultants and other individuals to assist the selection committee in the performance of its duties. City will analyze each RFQ Submittal it receives by the RFQ Submittal Due Date to determine overall responsiveness to RFQ requirements. City may request information from Respondents, for clarification purposes only, at any time prior to final shortlisting. Final approval of a selected Respondent is subject to the action of the San Antonio City Council.

Respondent’s RFQ Submittal shall include the following items in the order set out in the Submittal Checklist & Table of Contents (**Form #1**) and combined in PDF format:

1. **RFQ SUBMITTAL CHECKLIST AND TABLE OF CONTENTS (Form #1) (Indexed and Labeled as “Tab 1”)** – Respondent shall complete this form, which shall be used as the Table of Contents and as a checklist for Respondent’s RFQ Submittal.

2. **EXECUTIVE SUMMARY (Indexed and Labeled as “Tab 2”)** – Respondent shall include a two (2) page Executive Summary at the beginning of the Statement of Qualifications. Respondent’s Executive Summary shall state, at a minimum, the number of years Respondent’s team has been in business. If Respondent is a joint venture, provide information for each member of the joint venture.

To correctly submit a response to this RFQ, Respondent shall reveal, disclose and state the true and correct name of the individual, proprietorship, corporation and/or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any) submitting the response. The true and correct name should comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, should match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller’s Taxpayer Number on the signature page of the RFQ Submittal.

3. **CONTRACT TEMPLATE AND GENERAL CONDITIONS REVIEW (Indexed and labeled as “Tab 3”)** – Respondent shall review the Contract Template and General Conditions, provided hereto and made a part hereof and labeled as Exhibit B and provide written acknowledgment that Respondent accepts the terms, conditions and requirements of the City’s General Conditions, in Respondent’s submitted proposal under “Tab 3”.

4. **STATEMENT OF QUALIFICATIONS** – Respondent shall provide a narrative document, addressing all submittal requirements below considering the Project defined in this RFQ. The following sections include additional submittal requirements and associated evaluation criteria that the City will use to shortlist Respondents who will be invited to participate in the RFP step of the procurement:

A. **Experience, Background, and Qualifications of CMAR including Key Subcontractors (40 Points)**

Respondent shall respond to the following items, as related to the scope of work outlined in this RFQ:

1. **Experience Narrative (Indexed and Labeled as “Tab 4”):** Provide a narrative in a maximum of five (5) 8.5” x 11” pages that describes the Respondent’s successful experience constructing airfield infrastructure and facilities similar to the Project’s anticipated scope of work in adherence to FAA standards. Referenced experience shall not be more than ten (10) years from completion.

As part of this narrative, describe the Respondent’s experience with:

- a) Pre-construction phase services in collaboration with key stakeholders and design team.
- b) Construction phase services in delivering complex airport infrastructure programs on schedule, within budget, and with demonstrated excellence in quality and safety performance for programs with \$75M or more in construction cost. Program scope should include but is not limited to earthwork, drainage, airfield paving and electrical systems, airfield pavement repair, and construction safety and phasing plan implementation.

2. **Project Sheets: (Indexed and Labeled as “Tab 5”):** In support of A.1, provide 2-page Project Sheets for a minimum of three (3) and no more than five (5) successfully completed projects of similar size, scope, and complexity. One (1) of

the referenced projects must be at least \$50M. Project experience shall not be more than ten (10) years from completion and should demonstrate understanding of AC 150/5370-10H Standard Specifications for Construction of Airports.

Each Project Sheet should include the following:

- a) Project location
- b) Project delivery method
- c) Project owner's name and the name of the representative who served as the day-to-day liaison for the construction phase of the project in the following format:

Name of Owner: _____
Name and title of Owner's representative: _____
Owner representative's phone number: _____
Owner representative's e-mail: _____

- d) Construction scope information – Description of the project and scope of work, including as applicable:
 - i. Total paving
 - ii. Total earthwork
 - iii. Total drainage
 - iv. FAA NAVAIDs
 - v. Subsurface anomalies, including municipal waste and/or landfill materials
- e) Project's proposed substantial completion date and actual substantial completion date (explain inconsistencies)
- f) Project's original construction contract amount and final construction contract amount (explain inconsistencies)
 - i. Funding sources
- g) Pre-construction services provided (if any)
 - i. Total pre-construction value
- h) Project Manager and note whether this person will work on the Project and his/her role planned for the Project
- i) Project Superintendent and note whether this person will work on the Project and his/her role planned for the Project
- j) Project Estimator and firm for which they were employed and note whether this person will work on the Project

- 3. **Rigid Paving Experience (Indexed and Labeled as "Tab 6"):** In support of A.1, provide 2-page Project Sheets for a minimum of one (1) and no more than four (4) successfully completed rigid airfield pavement projects of similar size, scope, and complexity. One (1) of the referenced projects must be at least 35,000 cubic yards of concrete material. All referenced projects should consist of rigid airfield paving in accordance with FAA AC 150/5320-6G Airport Pavement Design and Evaluation and AC 150/5370-10H Standard Specifications for Construction of Airports. Project experience shall not be more than ten (10) years from

completion. The project experience used for this section may be the same as used for A.1 and A.2, however the following information must be provided with detail.

Each Project Sheet should include the following:

- a) Project location
- b) Project delivery method
- c) Project owner's name and the name of the representative who served as the day-to-day liaison for the construction phase of the project in the following format:

Name of Owner: _____
Name and title of Owner's representative: _____
Owner representative's phone number: _____
Owner representative's e-mail: _____

- d) Total area of airfield paving
- e) Pavement section characteristics
- f) Production rates, average and maximum
- g) Airfield construction complexities
- h) Project's proposed substantial completion date and actual substantial completion date (explain inconsistencies)
- i) Project's original construction contract amount and final construction contract amount (explain inconsistencies)
 - i. Funding sources
- j) Project Manager and note whether this person will work on the Project and his/her role planned for the Project
- k) Project Superintendent and note whether this person will work on the Project and his/her role planned for the Project
- l) Project Estimator and firm for which they were employed and note whether this person will work on the Project

- 4. **Construction Manager at Risk or other Collaborative Delivery Method Project Experience. (Indexed and Labeled as "Tab 7").** Provide up to three (3) specific Project Sheets that discuss the collaborative approach and execution of Construction Manager at Risk and/or other collaborative delivery methods for aviation projects. Respondent should clearly identify its experience in working with the airport staff and design team, development of phasing and sequencing, developing early work and/or enabling packages, and mitigation of risks. Project experience shall not be more than ten (10) years from completion. The project experience used for this section may be the same as used for A.1, A.2, and A.3, however the following information must be provided with detail.

Each Project Sheet should include the following:

- a) Project location
- b) Project delivery method
- c) Project owner's name and the name of the representative who served as the day-to-day liaison for the construction phase of the project in the following format:

Name of Owner: _____

Name and title of Owner's representative: _____
Owner representative's phone number: _____
Owner representative's e-mail: _____

- d) Construction scope information – Description of the project and scope of work, including as applicable:
 - i. Total paving
 - ii. Total earthwork
 - iii. Total drainage
 - iv. FAA NAVAIDs
- e) Project's proposed substantial completion date and actual substantial completion date (explain inconsistencies)
- f) Project's original construction contract amount and final construction contract amount (explain inconsistencies)
 - i. Funding sources
- g) Pre-construction Services Provided
 - i. Total Pre-construction Value
- h) Project Manager and note whether this person will work on the Project and his/her role planned for the Project
- i) Project Superintendent and note whether this person will work on the Project and his/her role planned for the Project
- j) Project Estimator and firm for which they were employed and note whether this person will work on the Project

B. Qualifications of Key Personnel (25 Points)

Respondent shall respond to the following items as it relates to the Scope of Work in the RFQ:

- 1. **Organizational Chart (Indexed and Labeled as "Tab 8"):** Provide no more than one (1) page for each organizational chart that defines the working organizational approach for Pre-Construction Phase services and Construction Phase services, respectively, with key personnel, supporting personnel, and key team members. Each chart should identify the CMAR's approach to interfacing with the airport and program team. Respondent shall depict personnel that will work under the CMAR Contract. The organizational chart(s) can be formatted on 11"x17" page if appropriate.

At a minimum, the following key personnel must be clearly labeled on the organizational chart(s) and described in the following section:

- a) Senior Project Manager (On-Site, Duration of the Project)
- b) Project Manager(s)
- c) Preconstruction Manager
- d) Airfield Pavement Subject Matter Expert
- e) Senior General Superintendent (On-Site, Duration of Project)
- f) Superintendents (Discipline Lead)
- g) Safety Manager

- h) Scheduler
- i) Estimator
- j) Preconstruction Quality Control Manager (On-Site, Duration of Preconstruction Phase)
- k) Construction Quality Control Manager (On-Site, Duration of Construction Phase)
- l) Subcontractor Procurement / Outreach Coordinator

2. **Organization Chart Narrative (Indexed and Labeled as “Tab 9”):** Provide a narrative description (up to (2) two pages) of the organization chart describing the proposed assignments, roles and responsibilities, lines of authority, transition of responsibilities from preconstruction to construction phases, and communication for each team member to be directly involved with the Project.

3. **Resumes (Indexed and Labeled as “Tab 10”) – Not included in the page count for Section B:** Include the following in support of the above. Respondent shall provide a two (2) pages maximum resume for each of the key personnel listed above.

- a) Resumes should link back to Project Sheets submitted in accordance with Sections 3.A.2 and 3.A.3, as applicable, and may reference additional previously completed relevant projects not highlighted in the Project Sheets, where applicable. If a person did not work on any project included in the Project Sheets, then the resume should reference projects where the person performed roles similar to the role proposed for this Project.
- b) Resumes shall include: 1) license type (if applicable) and number of years licensed; 2) certification or other role specific recognitions, and number of years; 3) number of years employed with the Respondent or subcontractor; 4) number of years of experience in proposed role identified on the Organizational Charts; 5) number of years of experience working on airfield projects; 6) experience where applicable with FAA funded projects or delivered utilizing FAA specifications; and 7) experience on installation of FAA facilities.

C. Conceptual Approach to Proposed Program Elements (35 Points)

1. **Approach to the Work and Availability of Labor Resources (Indexed and Labeled as “Tab 11”):** Submit a description of the Respondent team’s philosophy and proposed approach to the work and availability of labor resources (capacity to perform) in executing the team’s effort. Submit information in a narrative plan of up to five (5) pages (exclusive of the plans described below) that clearly and concisely describes the approach to the Project, as well as other information you feel is critical to the success of the Project.

2. **Subcontractor Selection and Buyout Process (Indexed and Labeled as “Tab 12”)** – Provide a maximum five (5) page narrative that describes the selection and buyout process you will use to select qualified subcontractors for the Project. As part of the narrative, address the following:

- a) How you intend to determine best value in the subcontractor procurement process, as well as criteria you intend to use to evaluate the ability of subcontractors to successfully perform the work.

- b) If subcontractors are already identified as a part of Respondent’s team, provide a teaming rationale narrative and proven past experience, if applicable.
- c) Describe your strategy for buyout packages to align with FAA grant application and award processes.
- d) Describe your intended approach to integrating the design team during the package buyout process.

3. **Pre-Construction Services Work Plan (Indexed and Labeled as “Tab 13”):**
Provide a maximum of five (5) pages and address the following:

- a) Describe Respondent’s management approach and how the team organization/approach for the Pre-Construction Phase scope of work outlined in this RFQ will facilitate an improved Construction Phase.
- b) Describe Respondent’s approach to working with the design team to identify opportunities for cost and schedule assurance in the Project design.
- c) Describe Respondent’s approach to providing timely design reviews and input to improve the constructability and bid package suitability of the Project.

4. **Construction Services Work Plan (Indexed and Labeled as “Tab 14”) –**
Provide a maximum of five (5) pages and address the following:

- a) Describe Respondent’s construction management approach and plan for coordination with stakeholders.
- b) Describe Respondent’s methodology to plan, oversee, coordinate and manage the implementation of the work, including site management, logistics, and subcontractor management.
- c) Describe Respondent’s approach to managing project documentation and communications, such as requests for information, shop drawings, design bulletins/updates, potential changes and other coordination of construction progress meetings with the City, designer(s), and other contractors on site.
- d) Describe Respondent’s approach to self-performing work while meeting State requirements for contracting and delivery for construction packages.

5. **Disadvantaged Business Enterprise (DBE) Program Requirements (Form #5) (Indexed and Labeled as “Tab 15”)** – Respondent shall complete this form.

The City in accordance with Code of Regulations 49, Part 26 (or 49 CFR, Part 26) has established a Disadvantaged Business Enterprise (DBE) Program for Construction Management at Risk (CMAR) contracts. The aim of this program is to promote DBE participation in City procurements, through its prime contract awards and subcontracts, and to afford DBEs an opportunity to compete for City contracts. In particular, this program encourages contractors to provide opportunities to certified DBEs for subcontracts or related contracts.

Notification is hereby given that a 11.35% DBE contract specific goal has been established for the preconstruction phase costs.

Additionally, the City has determined that subcontracting opportunities will arise during the construction phase of this Project; however, the specific scopes of work and the magnitude of the scopes of work cannot be determined until the design for the Project has been further developed. When the design documents are sufficiently completed, the City will establish appropriate DBE

goals, and the Construction Manager at Risk (CMAR) firm shall submit a DBE Compliance Plan meeting the goals or documentation detailing their Good Faith Efforts to meet the established DBE goals.

The selected Respondent will be required to meet DBE program requirements. A DBE Compliance Plan meeting such goals or documentation detailing Good Faith Efforts (GFE) to meet the established DBE goals will be required in the RFP step of the solicitation process. The DBE requirements will be outlined in the RFP. The selection process set forth in the RFP will be based in part on the DBE-related information submitted by Respondent in response to the RFP. If the required DBE forms and documentation are not submitted, the proposal submittal will be deemed non-responsive. Respondents are advised to prepare their DBE plan prior to the RFP step of the solicitation process.

Information on programs such as the City’s Ready to Work Program and the City’s Mentor-Protégé program will be included in the RFP.

Below is the RFQ-Step Evaluation Criteria Summary:

RFQ Submittal Evaluation Criteria Summary:		Maximum Points
A.	Experience, Background, & Qualifications of CMAR including Key Subcontractors	40
B.	Qualifications of Key Personnel	25
C.	Conceptual Approach to Proposed Program Elements	35
Total Maximum		100 Points

For each evaluation criterion above, City will review the submittals and any other information corresponding to the criterion and will provide a score within the maximum allotted points that reflects the extent to which the information provided demonstrates in a comprehensive and credible way the Respondent team’s ability to deliver the Project while meeting the City’s project-related goals and objectives.

Required Forms (to be uploaded individually by the RFQ Submittal Due Date):

City will conduct due diligence and analysis of the following required forms and documents:

1. **RFQ SUBMITTAL COVER/SIGNATURE SHEET (Form #2)** – Respondent shall include the completed Submittal Cover/Signature Sheet with the other required forms. The RFQ Submittal Cover/Signature Sheet shall be signed by a person (or persons) authorized to bind Respondent and the entity/entities submitting the response. Signature pages signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority. Joint ventures submittals require signatures from all firms participating in the joint venture. Submitting joint ventures are required to provide legal proof of the joint venture, such as a joint venture agreement, along with the RFQ Submittal Cover/Signature Sheet. Respondent is required to include the Texas Secretary of State Filing Number and the System of Award Management (SAMS) DUNS and/or CAGE number on the RFQ Submittal Cover/Signature Sheet.
2. **CONTRACTS DISCLOSURE FORM (Form #3)** – Respondent shall complete the form online at: <https://webapp1.sanantonio.gov/ContractsDisclosure/>, print a copy of the completed form and include in the packet of required forms. If Respondent is proposing as a team or joint venture, each party to that team or joint venture shall complete and submit a separate Contracts Disclosure Form.

3. **LITIGATION DISCLOSURE FORM (Form #4)** – Respondent shall complete a Litigation Disclosure Form, utilizing additional pages for explanation, if necessary, and submit the completed form. If Respondent is proposing as a team or joint venture, each party to that team or joint venture, including listed subcontractors, shall complete and submit a separate Litigation Disclosure Form.
4. **STATEMENT OF DBE RESPONSIBILITY FORM (Form #5)** – Respondent shall include the completed DBE Statement of Responsibility Form with other required forms to confirm Respondent’s commitment to comply with DBE program requirements.
5. **KEY PERSONNEL COMMITMENT FORM (Form #6)** – Respondent shall include the completed Key Personnel Commitment Form with the other required forms to confirm Respondent’s commitment to utilize the key personnel it identifies in the RFQ Submittal.
6. **FINANCIAL STATUS FORM (Form #7)** – Respondent shall include a completed Financial Status Form, including financial statements and all other information regarding Respondent’s financial status as required by the form.
7. **SURETY LETTER OF INTENT FOR BONDING FORM (Form #8)** – Respondent shall include a description and evidence of bonding capacity as may be anticipated for the Respondent. This evidence must establish that the Respondent can obtain required bonding to satisfy FAA and City requirements and must be in the form of a completed surety letter of intent which is set out in the Surety Letter of Intent for Bonding Form. Payment and performance bonds must both be in the amount of 100% of the expected contract cost. The estimated construction cost for the Project is approximately \$650,000,000.
8. **INSURANCE COMPANY LETTER OF INTENT FORM (Form #9)** – Respondent shall describe and provide evidence of availability of insurance as required by the CMAR Contract (see Exhibit C -Standard Insurance Requirements). This evidence must establish that the Respondent can obtain, or cause to be obtained, required insurances, for itself and subcontractors of every tier, through the form of a completed Insurance Company Letter of Intent which is set out in the Insurance Company Letter of Intent Form.
9. **HEAT ILLNESS PREVENTION ACKNOWLEDGMENT FORM (Form #10)** – Respondent and Co-Respondents must include the complete the Heat Illness Prevention Acknowledgment form with this solicitation. Effective August 31, 2023, the Heat Illness Prevention Ordinance implemented requirements to certain City-funded contracts involving activities in outdoor and unconditioned spaces. For more detailed information on the Heat Illness Ordinance, see Ordinance No. 2023-08-31-0585 and General Conditions for Construction Contract, Article X.1.5 and Art.X.2.3(a).
10. **JOINT AND SEVERAL LIABILITY LETTER** – If Respondent is a joint venture, consortium, partnership or any other form of association, provide a letter signed by each member indicating a willingness to accept joint and several liability in connection with the CMAR’s contractual obligations on the Project.
11. **LETTER OF PARENT COMPANY SUPPORT** – Where Respondent’s team member is a subsidiary of another company, provide a letter from the parent company, signed by a parent company officer, confirming the parent company’s intention to support the subsidiary’s participation in the Project. This letter must clearly state that the parent company will provide the financial support and human resources needed by the subsidiary to successfully carry out the Project. If the parent company does not provide a letter meeting these conditions, City will evaluate the subsidiary on the basis of the subsidiary’s own financial standing and experience and will not consider the experience of the parent company or the parent company’s other subsidiaries.

12. **CERTIFICATE OF INTERESTED PARTIES TEC FORM 1295** – The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Chapter 46 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity:

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Submit a PDF signed version of your Form 1295 with your RFQ Submittal. Where requested to provide the name of the public entity with whom you are contracting, insert “City of San Antonio”. Where requested to provide the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g. RFQ: 2024-132).

If Respondent is a joint venture, each joint venture member must complete and submit its own Form 1295 consistent with the instructions above.

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

“Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the “Business entity”.)

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

“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

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

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

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

City will review Form 1295 as part of the minimum requirements review performed upon all RFQ Submittals received. Deficiencies in or missing Form 1295 shall not be a disqualifying error. Instead, City will notify a Respondent of any requirements to cure the deficiency and/or to

submit/re-submit Form 1295 within two (2) days of notice to remain eligible to be considered for shortlisting.

VI. SUBMISSION INSTRUCTIONS

Respondents must submit their RFQ Submittals, including all required forms, online via CivCast at <https://www.civcastusa.com/bids> by the RFQ Submittal Due Date identified in Section III. Online submission services will open for submitting files on **September 4, 2024, and close on the November 5, 2024**. Follow submittal instructions on <https://www.civcastusa.com/>. During this submission period, a Respondent may use CivCast to modify RFQ Submittal materials it previously submitted or to withdraw its RFQ Submittal. After the RFQ Submittal Due Date, to withdraw an RFQ Submittal, a Respondent must request the withdrawal via email to the point of contact set forth in Section IX (Restrictions on Communications). Otherwise, after the RFQ Submittal Due Date, a Respondent may not modify, add to or otherwise amend an RFQ Submittal.

Hard copies and submittals sent by facsimile or email will not be accepted.

Please adhere to the following submittal criteria:

- “Page” means one electronic page.
- Sheets are 8.5”x11” unless otherwise stated.
- No smaller than 11-point font.
- Be succinct and clear.
- Keep your RFQ Submittal relevant to the Project.
- Each RFQ Submittal shall include the sections and attachments in the sequence listed in the **Section V**, Submittal Document Requirements & Evaluation Criteria, with each section divided by tabs and indexed, as indicated in this RFQ.
- All pages shall be numbered, and all sections shall adhere to page limits, exclusive of dividing tabs. If a section does not have a page limit specified, there are no page limits for that section.

To correctly submit a response to this RFQ, Respondent shall reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation and/or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any) submitting the response. The true and correct name shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the signature page of the Proposal.

Respondent must comply with the Restrictions on Communication section of this RFQ and shall not provide full or partial copies of its submission to City officials or City employees, as defined by that section. Failure to submit a submittal in accordance with the prescribed process will result in Respondent’s submittal being disqualified from consideration.

VII. RFP EVALUATION CRITERIA FOR SHORTLISTED RESPONDENTS

Based on the evaluation process of the RFQ step, the selection committee will qualify up to five (5) Respondents to participate in RFP step of the solicitation process. The RFP step of the solicitation process will include requests for additional information from the short-listed Respondents and may include, in City’s discretion, an invitation for an interview. During the RFP step, the selection committee will evaluate and rank the short-listed Respondents based on the published evaluation criteria set forth below:

RFP Step Submittal Evaluation Criteria Summary (For Information Only):		Maximum Points
A.	Detailed Proposed Work Plan/Approach	60
B.	Proposed Costing Methodology	30
C.	Disadvantaged Business Enterprise Program	10
Total Maximum		100 Points

VIII. AMENDMENTS TO RFQ

Changes, amendments, or written responses to questions received in compliance with **Section IX**, Restrictions on Communication herein, will be posted on the CivCast website at <https://www.civcastusa.com/bids>. It is Respondent’s responsibility to review this site and ascertain whether any amendments have been made prior to submission of its RFQ Submittal. If Respondent does not have access to the internet, Respondent must notify City, in accordance with **Section IX**, Restrictions on Communication, that it wishes to receive copies of changes, amendments or written responses to questions by mail or facsimile.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in this RFQ and all changes to this RFQ – if any – shall be made by City only in writing.

IX. RESTRICTIONS ON COMMUNICATIONS

In accordance with and as authorized by Section 2-61 of the City Code, the following restrictions on communications apply to this solicitation. Except as otherwise provided in this RFQ, Respondents are prohibited from contacting City officials, as defined by §2-62 of the City Code of the City of San Antonio, City employees, and consultants employed by City regarding this procurement, the RFQ, RFQ Submittals, RFP or any proposals. This prohibition is in place from the time the City releases the RFQ until (a) the resulting contract, if any, is posted for consideration as an agenda item during a City Council meeting designated as an A session or (b) City terminates the procurement, as applicable.

Restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the procurement, including the RFQ, RFQ Submittals, RFP or proposals.

Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent’s RFQ Submittal and subsequent proposal, if any, from consideration.

Exceptions to the restrictions on communication with City employees and City consultants include:

Respondent may ask verbal questions concerning this RFQ at the Project’s Pre-Submittal Conference.

Respondent may submit questions concerning this RFQ through the CivCast website at <https://www.civcastusa.com/bids> until **October 16, 2024, at 4:00 p.m. CT**. Questions received after the stated deadline will not be answered. The point of contact for this RFQ is:

Adrian Pena, Procurement Specialist III
City of San Antonio, Finance Department – Procurement Division
Adrian.Pena@sanantonio.gov

A Respondent that has an ongoing business relationship with the City may communicate with City employees to the extent necessary to perform the Respondent’s duties and obligations related to that business relationship.

Respondents and/or their agents are encouraged to contact the Aviation Department's DBE Liaison Officer, Barbara Patton, for assistance or clarification with issues specifically related to the Disadvantaged Business Enterprise (DBE) Program policy and/or completion of the required DBE forms. The point of contact, Barbara Patton, may be reached by telephone at (210) 207-3592 or by e-mail at Barbara.Patton@sanantonio.gov. After the RFQ Submittal Due Date, there is no contact permitted to Ms. Patton or her Business Opportunity & Diversity Development (BODD) staff regarding this solicitation. The City intends to provide the shortlisted Respondents instructions in the RFP regarding their ability to contact Ms. Patton and the BODD staff during the second step of this solicitation.

Respondent shall provide responses to any questions asked of it by the DBE Liaison Officer and/or BODD staff about the DBE program both before and after responses are received and opened.

Respondents may provide responses to questions asked of them by the Staff Contact Person after RFQ Submittals are received and opened. The Staff Contact Person may request clarification to assist in evaluating Respondent's RFQ Submittal. Such additional information must be provided within two (2) business days from City's request.

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

X. REFERENCE DOCUMENTS

- A. City reserves the right to issue Reference Documents (as that term is defined in the draft CMAR Contract in Exhibit B to the RFQ) as part of this procurement process.
- B. If provided, as described in Section 2.1.5 of the draft CMAR Contract in Exhibit B to the RFQ, the Reference Documents are for information only and City does not represent, warrant, or guarantee the accuracy or completeness of the Reference Documents or the information contained in the Reference Documents or that such information is in conformity with the requirements of the CMAR Contract, governmental approvals or laws. Reference Documents will not form part of the CMAR Contract except the extent except the contract specifically incorporates specific provisions of the Reference Documents by reference.

XI. AWARD OF CONTRACT, RESERVATION OF RIGHTS AND MISCELLANEOUS

- A. A CMAR Contract, if awarded, shall be awarded to the Respondent determined to be the most qualified to successfully complete the Project based on the criteria set out in the RFP, as determined by the selection committee and upon the approval by the San Antonio City Council.
- B. City may accept any RFQ Submittal in whole or in part. If subsequent contract negotiations are conducted, such negotiations shall not constitute a rejection or alternate RFQ on the part of City. However, final selection of a Respondent is subject to San Antonio City Council approval.
- C. City reserves the right to accept one or more RFQ Submittals or reject any or all RFQ Submittals received in response to this RFQ, accept and review a non-conforming RFQ Submittal, permit clarifications or supplements to an RFQ Submittal, and to waive informalities and irregularities in any RFQ Submittal received. City also reserves the right to terminate this RFQ, reissue a subsequent solicitation and/or remedy technical errors in the RFQ process without incurring any cost obligations or liabilities. City reserves the right to issue addenda to the RFQ and to modify all dates set or projected in this RFQ.
- D. By executing the RFQ Submittal Cover/Signature Sheet, Respondent agrees to be bound by the terms therein. Further, by executing the RFQ Submittal Cover/Signature Sheet, Respondent acknowledges it has received all addenda and agrees to be bound by the terms, conditions and requirements of this RFQ, the enabling City Ordinance and all of the associated documentation that form the entire CMAR Contract to which Respondent, if ultimately selected for the Project, shall be

bound, upon the approval of the San Antonio City Council. All CMAR Contract documents are not binding on City until approved by the San Antonio City Council. No work shall commence on the subject Project until Respondent provides the necessary evidence of insurance required in the CMAR Contract and/or CMAR Contract general conditions, and until City signs the notice to proceed. In the event the parties cannot negotiate within the time specified by City, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

- E. This RFQ does not commit City to enter into an agreement or award any services related to this RFQ.
- F. **Conflicts of Interest:** Respondent acknowledges that it is informed that the Charter of City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract entered into with City or any City agency, such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: City officer or employee; his/her parent, child or spouse; a business entity in which he/she or his/her parent, child or spouse owns ten percent (10%) or more of the voting stock or shares of the business entity, or ten percent (10%) or more of the fair market value of the business entity; or a business entity in which any individual or entity listed by Respondent is a Subcontractor on a City contract, a partner or a parent or subsidiary business entity.
- G. As part of its submission of the Contracts Disclosure Form, Respondent is required to warrant and certify that it, its officers, employees, and agents are neither officials nor employees of City, as defined in Section 2-42 of City’s Ethics Code. Instructions and web-link to the electronic form are included in **Form 3** of this RFQ.
- H. **Changes to Respondent Team:** Respondents are advised that, in order for a Respondent to remain eligible for evaluation and award of the CMAR contract resulting from this procurement, the Respondent’s organization, including key personnel, as identified in the RFQ Submittal must remain unchanged for the duration of the procurement process, unless otherwise approved in writing by the City. If a situation arises that requires a Respondent to change its organization or any substitution of identified key personnel (e.g., due to retirement, separation from the firm, or other such situation), Respondent must promptly notify City by providing a written request to Adrian Pena at Adrian.Pena@sanantonio.gov for City’s consent (in accordance with the communications protocols set forth in Section IX (Restrictions on Communications). Any substitution shall, in City’s sole discretion, be equal or greater in experience and qualifications to the substituted personnel or entity. Such notice shall include sufficient details of the proposed change to enable City’s consideration thereof, including, at a minimum, any information required by the RFQ for the position the proposed individual or entity will fill. Respondent’s notice must also include: (i) a narrative explaining why the change in its organization is necessary; (ii) a detailed narrative description of the change’s impact to the Respondent’s RFQ Submittal; and (iii) an update to the organizational chart/contracting structure submitted by Respondent in its RFQ Submittal.
- I. **Independent Contractor:** Respondent understands, accepts and agrees that, if selected, it and all persons designated by it to provide services in connection with a contract, is/are and shall be deemed to be an independent contractor(s), responsible for its/their respective acts or omissions, that City shall in no way be responsible for Respondent’s actions and that none of the parties to this award shall have authority to bind the other or to hold out to third parties that it has such authority.
- J. **State of Texas Conflict of Interest Questionnaire (Form CIQ):** Chapter 176 of the Texas Local Government Code requires that persons or their agents who seek to contract for the sale or purchase of property, goods or services with City shall file a Form CIQ with the City Clerk if those persons meet the requirements under §176.006(a) of the statute.

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

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

<https://www.ethics.state.tx.us/forms/conflict/>

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

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

When completed, the CIQ Form and the CIQ-A Form should be submitted together by mail to the Office of the City Clerk.

Please mail to:

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

Do not include these forms with your RFQ Submittal. The procurement staff will not deliver the forms to the City Clerk for you. Respondent shall consult its own legal advisor if it has any questions regarding the statute, Form CIQ or CIQ Addendum.

- K. All submittals become the property of City upon receipt and shall not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, City cannot guarantee that it shall not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law or pursuant to a Court order.
- L. Any cost or expense incurred by the Respondent associated with the preparation of its RFQ Submittal, the Pre-Submittal Conference, during any step of the selection process or in anticipation of a contract, if any, shall be borne solely by Respondent.
- M. City reserves the right to verify any and all information submitted by Respondents at any time during the solicitation/evaluation process.
- N. Final approval of a selected firm(s) is subject to the action of the San Antonio City Council.
- O. **Texas Government Codes:**

Prohibition on Contracts with Companies Boycotting Israel

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

“Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

By submitting an RFQ Submittal to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on Company’s verification. If found to be false, City may terminate the CMAR Contract for material breach.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott energy companies; and
- (2) will not boycott energy companies during the term of the contract.

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

“Boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

“Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

By submitting an RFQ Submittal to or executing the CMAR Contract with the City of San Antonio, Company hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the CMAR Contract. City hereby relies on Company’s verification. If found to be false, City may terminate the CMAR Contract for material breach.

Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

“Discriminate against a firearm entity or firearm trade association”: (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

“Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

By submitting an RFQ Submittal to or executing the CMAR Contract with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the CMAR Contract against a firearm entity or firearm trade association. City hereby relies on Company’s verification. If found to be false, City may terminate the CMAR Contract for material breach.

Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited

Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §2270.0201 or §2252.153 “Listed Companies”. By submitting an RFQ Submittal, Respondent certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City will rely on Respondent's certification. If found to be false, or if Respondent is identified on such list during the course of its CMAR Contract with City, City may terminate the CMAR Contract for material breach.

- P. **Protest Provision:** This section sets forth the exclusive protest remedies available with respect to this RFQ. If a Respondent fails to comply with any of these requirements, the City may dismiss Respondent’s complaint or protest.

Each Respondent, by submitting its RFQ Submittal, expressly recognizes the limitation on its rights to protest contained herein, expressly waives all other rights and remedies and agrees that the decision on any protest, as provided herein, will be final and conclusive. These provisions are included in this RFQ expressly in consideration for such waiver and agreement by the Respondents.

Prior to the deadline for submission of RFQ Submittals, a Respondent may submit to the City protests regarding the procurement process or allegations that the terms of the RFQ are wholly ambiguous, contrary to legal requirements applicable to the procurement or exceed the City's authority. Any such protest must be received by the City's point of contact, in writing, not less than ten (10) working days before the deadline for submission of RFQ Submittals. A Respondent may submit to the City protests regarding City's responsiveness and shortlisting determinations by submitting the protest to the City's point of contact in writing no later than five (5) working days after City announces the shortlist.

Any protest must state the grounds for protest and be fully supported with technical data or other pertinent information as evidence that the protest should be upheld.

The City has the authority to settle or resolve any claim of an alleged deficiency or protest and will make a determination of each protest that will be final and binding. City will mail or otherwise furnish the Respondent with a written protest determination.

Q. S.B. 943 – Disclosure Requirements for Certain Government Contracts:

For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Respondent acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of contracting information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this RFQ and any resulting CMAR Contract. Respondent agrees that the CMAR Contract can be terminated if Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

By submitting an RFQ Submittal, Respondent warrants and certifies that it has not knowingly or intentionally failed to comply with this subchapter in a previous bid/proposal or contract, and any CMAR Contract awarded pursuant to this RFQ is made in reliance on that certification. City hereby relies on Respondent's certification, and if found to be false, City may reject the RFQ Submittal or terminate the CMAR Contract for material breach.