



# REQUEST FOR QUALIFICATIONS (RFQ)

## CONSTRUCTION MANAGER AT RISK FOR HEMISFAIR BOULEVARD PHASE 3 & MARBACH ROAD AREA STREETS/AREA DRAINAGE (LOOP 410 TO HORAL STREET)

**RFQ#: PW082823JEC**

**Release Date: August 28, 2023**

**RFQ Submittals Due: October 13, 2023, at 10:00 AM Central Time (CT)**

**This solicitation has been identified as High-Profile.**

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### **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 30<sup>th</sup> 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 Tuesday, September 12, 2023.***

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

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### **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. 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 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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**CONSTRUCTION MANAGER AT RISK FOR  
HEMISFAIR BOULEVARD PHASE 3 PROJECT  
&  
MARBACH ROAD AREA STREETS/AREA DRAINAGE (LOOP 410 TO HORAL STREET)  
PROJECT**

**(RFQ#: PW082823JEC)**

**I. BACKGROUND**

The City of San Antonio (City) Public Works Department is seeking an experienced Construction Manager at Risk CMAR firm (Respondent) with demonstrated technical capabilities and civil construction experience to provide Pre-Construction and Construction services for the Hemisfair Boulevard Phase 3 Project and Marbach Road Area Streets/Area Drainage (Loop 410 to Horal Street) Project. The CMAR firm will be integrated into a city-led team as part of a progressive Construction Manager at Risk delivery method. The operational complexity of these projects will require the CMAR to provide specific expertise and specialty technical services for the project to be successful.

This Request for Qualifications (RFQ) is the first of a two-phase solicitation process. Through the first phase of the solicitation process, the City anticipates shortlisting up to five (5) CMAR firms for each project, that submit responses to this RFQ. The City reserves the right to shortlist fewer teams, depending on qualifications. Only the shortlisted Respondents will be eligible to participate in the second phase 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 subject to the City of San Antonio Small Business Economic Development Advocacy (SBEDA) Program. Competitive bidding of work packages is required.

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

**Scope of Work:**

The projects listed below will be awarded separately.

|                               |                                                                      |
|-------------------------------|----------------------------------------------------------------------|
| • Hemisfair Boulevard Phase 3 | • Marbach Road Area Streets/Area Drainage (Loop 410 to Horal Street) |
|-------------------------------|----------------------------------------------------------------------|

**Project 1 - Hemisfair Boulevard Phase 3:**

The purpose of this project is the extension of Hemisfair Boulevard from Tower of the Americas Plaza to Tower of Americas Way and in accordance with the Hemisfair Masterplan, includes the construction of roadway improvements, paver sidewalks, illumination, landscaping, irrigation, and underground storm drains. This project also includes demolition and modification of existing fountain structures surrounding the Tower of the Americas, as well as joint bid utilities to include SAWS Water, Sewer, and Chilled Water and CPS Energy gas and electric utility work.

**Project 2 - Marbach Road Area Streets (Loop 410 to Horal Street) and Marbach Road Area Drainage:**

The purpose of this project is to mitigate localized street flooding by upsizing the existing storm sewer system to a 10' x 5' single box culvert between Horal Street and Loop 410. Marbach Road will be fully reconstructed to include new curb inlets, curbs, sidewalks, driveway approaches and joint-bid utility work. In addition, improvements will be made to the existing earthen drainage outfall east of Loop 410 and will include channel grading, concrete rip rap, and upsizing drainage culverts.

Other potential improvements are a raised center median on Marbach Road from Loop 410 to Horal Street and a new traffic signal at Columbia Square. These improvements will provide better pedestrian mobility and safety. Joint bid utilities include SAWS Water, Sewer, and CPS Energy gas.

Project 2 Potential additive alternate:

Reconstruct Columbia Square to include an underground storm sewer system, curbs, sidewalks, and driveway approaches from Marbach Road to south of Colbert Drive.

## **CMAR Services:**

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 preconstruction services throughout the design development of the Hemisfair Boulevard Phase 3 and Marbach Road Area Streets/Area Drainage (Loop 410 to Horal Street) Projects after which the CMAR will negotiate GMP packages for construction.

The CMAR will serve as the principal general contractor for construction of the above listed projects. 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 above listed projects or other separate projects.

During the pre-construction period, which includes the design development, construction documents preparation, procurement and permitting, the CMAR will work with the Public Works Department 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; 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. The CMAR and Design Consultant will then work collaboratively throughout the remaining design and preconstruction period to ensure that the Project remains within the budget and will regularly report back to the Public Works Department.

The CMAR will be responsible for quality control and the Public Works Department team will be responsible for quality control oversight.

**Preconstruction Phase Services:** The City anticipates that during the preconstruction design phase, the CMAR will be required to provide certain services, including but not limited to:

- A. Developing a critical path method project schedule for each phase of the Project.
- B. Submitting a baseline schedule and periodic monthly schedule updates.
- C. Participating in weekly coordination meetings and Project workshops with the City and the Design Consultant, and the Public Works Department.
- D. Preparing and maintaining a Project cost model and submitting detailed, open book cost estimates as the design is advanced (including, at a minimum, at the mid-point and completion of design development and 40% construction documents, at 70% and 95% construction documents, and developing a GMP at 100% construction documents or with component GMP's as warranted based on the requirements of the schedule) and provide other cost information / analysis and knowledge of market conditions to facilitate decision-making.
- E. Providing project planning, phasing, and scheduling, including logistics plans as design advances that will minimize interruption to the local businesses, and include schedule reduction opportunities.
- F. Providing evaluation of alternates and value engineering recommendations at appropriate times in the design development process.
- G. Coordinating and advising the Public Works Department on ways to gain efficiencies in project delivery.
- 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.
- J. Proposing, if needed to maintain schedule, a fast-track approach to executing the work through multiple, interim GMPs prior to acceptance of a final GMP for the complete Project.
- K. Assisting in the permitting process.
- L. Performing biddability reviews, and design submittal reviews at appropriate times in the design development process to facilitate the design quality and schedule.
- M. Analyzing the design, including plans and specifications, to ensure feasibility of the Project design.
- N. Developing a comprehensive safety plan for implementation during construction.
- O. Determining means and methods for performing the work.
- P. Coordinating work plans with various City departments and other agencies, utility companies and similar entities, and other contractors.
- Q. Identifying areas with high-cost escalations throughout preconstruction and develop mitigation plans.
- R. Developing recommendations to limit Project impacts due to supply chain issues.
- S. Providing compliance reviews, such as subcontractor contracts, safety, environmental, labor and quality.
- T. Assisting with preparation and delivery of presentations to stakeholders, as required.
- U. Developing the scopes of work for subcontractor bid packages.
- V. Leading and managing the subcontractor prequalification and bidding process, including a program to maximize subcontractor interest and encourage participation in the bidding process.
- W. Bidding, awarding, and managing all construction related contracts in compliance with City solicitation requirements

and SBEDA processes and requirements.

- X. Identifying sustainable design and ultra-accessibility 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 project budget will be set at submission of 40% construction documents.

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 City of San Antonio departments and other agencies, utility companies, similar entities, and other contractors.
- C. Managing work to maintain local business operations, efficient traffic flow, and safety of the public.
- D. Procuring and managing the 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.
- 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 maintaining a safe work environment for all participants.
- I. Conducting acceptance testing.
- J. Providing bonds and insurance, in accordance with the requirements set out in the CMAR contract.
- K. Addressing all federal, state, and local permitting requirements.
- L. Supporting the City's efforts related to public information.
- M. Conducting and managing site operations in a safe manner.
- N. Providing warranty coverage for all constructed work.
- O. Preparing and maintaining as-built documents for all work, including through use of electronic models as required (e.g., Building Information Modeling (B.I.M.) and the City electronic standards).
- P. Mitigating subcontract cost escalation from bidding through construction.
- Q. Mitigating supply chain issues.
- R. Maintaining continuity of personnel from preconstruction to construction, commissioning and acceptance.
- S. Meet or exceed SBEDA requirements.
- T. Conducting and documenting regular meetings with the Public Works Department, consultants, and stakeholders.
- U. Managing contract closeout and turnover of Project documents (manuals, as-builts, electronic models, etc.).
- V. Documenting new assets and coordinating with the City for operational readiness and transition, including commissioning, training, and developing operation and maintenance manuals.
- W. Maintaining compliance with all applicable prevailing wage laws/Davis Bacon Act and other relevant local, state and federal laws.
- X. Use the City of San Antonio's program management software Oracle Primavera Unifier to document requests for information (RFIs), submittals, daily logs, change requests, change orders, and invoicing.

### III. SCHEDULE OF EVENTS

The following tentative schedule has been prepared for this project:

The following tentative schedule has been prepared for this project:

|                                                      |                                         |
|------------------------------------------------------|-----------------------------------------|
| <b>Request for Qualifications Advertisement</b>      | <b>August 28, 2023</b>                  |
| <b>Pre-Submittal Conference:</b>                     | <b>September 13, 2023, 2:00 PM (CT)</b> |
| <b>Deadline for Submission of Written Questions:</b> | <b>September 27, 2023, 4:00 PM (CT)</b> |
| <b>RFQ Submittal Due Date:</b>                       | <b>October 13, 2023, 10:00 AM (CT)</b>  |
| <b>Notification of Shortlist and RFP Issuance</b>    | <b>November 24, 2023</b>                |
| <b>Proposal Due Date:</b>                            | <b>January 5, 2024, 2:00 PM (CT)</b>    |
| <b>Shortlisted Respondent Interviews</b>             | <b>January 22, 2024</b>                 |
| <b>Notification of Selection and Negotiation</b>     | <b>February 2, 2024</b>                 |
| <b>Anticipated City Council Consideration / NTP</b>  | <b>March 2024</b>                       |

#### IV. PRE-SUBMITTAL CONFERENCE

A non-mandatory Pre-Submittal Conference is scheduled for **September 13, 2023, at 2:00 P.M. CT via WebEx** meeting. The Pre-Submittal Conference will be held via WebEx meeting. Prospective Respondents may join the WebEx using the following instructions:

**Join by phone: 1-415-655-0001**

**Meeting number (access code): 2630 284 040**

**Meeting password: y5vVKNVQA36**

**Join meeting: <https://sanantonio.webex.com/sanantonio/j.php?MTID=m36d44bae491fcb16e47918973b39b47c>**

Attendance at the Pre-Submittal Conference is optional, but highly encouraged. Respondents who join the WebEx Pre-Submittal Conference are required to sign into the meeting using a QR code provided only during the meeting. This will confirm Respondent's attendance and participation for 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 approval of a selected Respondent deemed reasonably qualified for award. 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. **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 A & 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. **LETTERS OF REFERENCE (Indexed and labeled as "Tab 4")** – Respondent shall provide a maximum of five (5) letters of reference.
5. **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 phase of the procurement:

**A. Experience, Background, Qualifications of Key Personnel, and Key Sub-Consultants (50 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 5"):** Provide a narrative in a maximum of five (5) pages that describes the Respondent's successful experience constructing projects similar to this Project through construction manager at risk or another collaborative delivery method. As part of this narrative, describe Respondent's experience providing:
  - a) Successful preconstruction services in partnership with project teams.
  - b) Construction phase experience delivering projects of similar scope on schedule, on budget, and with excellent quality and safety performance.
  - c) Include a discussion of the experience of the team members working together on other comparable projects and the results of that experience, including the number of years working together.

In addition, Respondent's narrative must:

- a. Demonstrate a minimum of ten (10) years' experience in building projects of similar size, complexity and type. Provide date(s) services were provided. If Respondent is proposing a joint venture for this Project, a minimum of ten (10) years' experience is required of each joint venture member.
  - b. Demonstrate experience with multi-phased projects, and programs with multiple project components comprising the program.
  - c. Demonstrate success in utilizing comparable preconstruction phase services to establish a plan for execution that provides an executable program on schedule and on budget.
  - d. Demonstrate success using Primavera P6 and other project management software tools.
  - e. Demonstrate experience and success of key subcontractors on the team.
2. **Project Sheets (Indexed and Labeled as "Tab 6")** – Include the following in support of the above:

Provide 2-page project sheets for three (3) successfully completed projects of similar size, scope and complexity utilizing the construction manager at risk delivery method or another collaborative delivery method. For each highlighted project, the project sheet shall include the following:

- a) Description of the project and scope of work;
  - b) Photograph of the project;
  - c) Project's proposed substantial completion date and actual substantial completion date (explain inconsistencies);
  - d) Project's original construction contract amount and final construction contract amount (explain inconsistencies);
  - e) Name of design firm;
  - f) Project Manager and note whether this person will work on the Project and his/her role planned for the Project;

- g) Project Superintendent and note whether this person will work on the Project and his/her role planned for the Project;
- h) Project Estimator and firm for which they were employed and note whether this person will work on the Project;
- i) The 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: \_\_\_\_\_

3. **Organizational Chart (Indexed and Labeled as "Tab 7")** – Provide a one (1) page organizational chart that identifies Respondent's proposed team organization. Key personnel should be clearly identified. Team roles should be clearly identified. Only include personnel who would perform work under the CMAR contract. The organizational chart can be formatted on an 11" x 17" page, if needed.

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

- a) Senior Project Manager (on-site team leader)
- b) Project Manager(s)
- c) Pre-Construction Manager
- d) Sr. General Superintendent (construction phase onsite lead)
- e) General Superintendents
- f) Safety Manager
- g) Lead Scheduler
- h) Lead Estimator
- i) Quality Assurance/Quality Control Manager
- j) Subcontractor Procurement Coordinator/Diversity Coordinator

4. **Organizational Chart Narrative (Indexed and Labeled as "Tab 8")** – 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. The proposed key personnel must have demonstrated experience of projects similar to the scope of the project.

5. **Resumes (Indexed and Labeled as "Tab 9")** – **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 Section 3.A.2 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, including LEED Accreditation, if any; 3) number of years employed with the Respondent or subcontractor; 4) number of years of experience in proposed role identified on the Organizational Chart.

- B. General Proposed Work Plan/Approach (30 Points)** – 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 brief narrative plan of up to three (3) 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. In addition, provide information on the items below:

1. **Subcontractor Selection Plan/Process (Indexed and Labeled as "Tab 10")** – Provide a maximum three (3) page narrative that describes the selection process you will use to select qualified subcontractors for the Project.

- a) Provide an understanding of how you will determine best value in the subcontractor procurement process, as well as criteria used 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.
2. **Pre-Construction Phase Work Plan (Indexed and Labeled as "Tab 11")**– Limit response to the following items to five (5) pages maximum:
- a) Describe Respondent's management approach and how the team organization/approach for the pre-construction 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 biddability of the Project.
3. **Construction Phase Work Plan (Indexed and Labeled as "Tab 12")** – Limit response to the following items to five (5) pages maximum:
- 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.

**C. Experience with San Antonio Region and Past Performance – (10 Points) (Indexed and Labeled as "Tab 13")**

1. The City is interested in evaluating Respondent's team (including Sub-consultants(s), if applicable) experience with local processes and practices, as may be evidenced by work in San Antonio and/or the surrounding area, during the past five (5) years. In narrative form, using a maximum of two (2) pages for Respondent's response and one (1) page for Subcontractor(s) response, if applicable, briefly describe Respondent's team experience in the areas listed below, referencing projects relating to that experience. (Note: Respondent may reference projects included in the project sheets under **Criteria A** above, but no additional project sheets shall be provided for this criterion, as the response shall be in narrative form.)
  - a. Construction costs and practices.
  - b. Environmental conditions and constraints.
  - c. Involvement in project development as it relates to public awareness in the project's local area.
  - d. Respondent's experience with private and public utilities in the San Antonio or surrounding area including SAWS and CPS.
  - e. Municipality Design Guidelines
2. More than one (1) project may be referenced per page, and projects should be discussed in reverse chronological order. (Note: Respondent may reference projects by project name included in the project sheets under **Criteria A** above or include other projects, but no additional project sheets shall be provided for this criterion, as the response shall be in narrative form.) If Respondent is referencing a project that is not included in the project sheet section, please include the following information:
  - a. Project name and description of scope.
  - b. Respondent's project role and work performed.
  - c. Names of Respondent's team members who worked on the project, if applicable.
  - d. The contact information of the project's owner or representative (if different) including name, email, and phone number.

Note a portion of the scoring for this **Section C** may be based on City's Contractor's/Consultants' Scorecard, experience with City projects and/or other documentation generated by City staff and previous City Consultants on other City projects. City shall consider the history of Respondent in complying with project programs, schedules and budgets on previous City projects. No items shall be submitted by Respondent for this criterion. **Respondent**

**shall not be penalized if it has not done work on City of San Antonio projects.** Specific items used for consideration may include, but are not limited to:

- a. Timely completion of City projects.
  - b. Cooperative working relationship with City.
  - c. Prompt payment of Sub-consultants at all levels.
  - d. Compliance with other City contract terms.
  - e. Compliance with City Ordinances on substitution/addition/deletion of Sub-consultants.
  - f. Compliance with City standards.
  - g. Conformance to City budget requirements.
3. Reference checks may be performed with Owners indicated on the submitted project sheets submitted as Tab “6” and considered as part of this criteria.

**D. Small Business Economic Development Advocacy (SBEDA) – (10 Points) (Indexed and Labeled as “Tab 12”)**

SBE Prime Contract Program – 5 pts.

Certified SBE firms (see Small Business Enterprise definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime Contractors proposing at least 51% SBE participation (Prime and/or Subcontractor) will receive five (5) evaluation criteria points, and

M/WBE Prime Contract Program – 5 pts.

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

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 completed. When the design documents are sufficiently completed, the City will establish appropriate SBEDA goals, and the Construction Manager at Risk (CMAR) firm shall submit a SBEDA Change of Utilization Form meeting the goals.

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 Phase.

**Below is the RFQ-Phase Evaluation Criteria Summary:**

| <b>RFQ Submittal Evaluation Criteria Summary:</b>                                                                                                  | <b>Maximum Points</b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| <b>A. Experience, Background, &amp; Qualifications of Key Personnel, and Key Sub-Consultants</b>                                                   | <b>50</b>             |
| <b>B. General Proposed Work Plan/Approach</b>                                                                                                      | <b>30</b>             |
| <b>C. Experience with San Antonio Region and Past Performance</b>                                                                                  | <b>10</b>             |
| <b>D. Small Business Economic Development Advocacy (SBEDA)</b><br>SBE Prime Contract Program – 5 Points<br>M/WBE Prime Contract Program – 5 Points | <b>10</b>             |
| <b>Total Maximum</b>                                                                                                                               | <b>100 Points</b>     |

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:**

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 enter the Texas Secretary of State Filing Number, Tax ID Number, and the System of Award Management (SAMS) Unique Entity ID.
2. **CONTRACTS DISCLOSURE FORM (Form #3)** – Respondent shall complete the form online at: <https://webappl.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. **SMALL BUSINESS ECONOMIC DEVELOPMENT UTILIZATION COMMITMENT FORM (Form #5)** – Respondent must submit a completed and signed Subcontractor/Supplier Utilization Plan Indicating Respondent's firm commitment to satisfy the established (19%) subcontracting goal to a Minority/Women Business Enterprise (M/WBE) and (3%) African American Business Enterprise (AABE) for this Project. If Respondent believes they cannot meet the subcontracting goal, Respondent must also submit a Waiver Request Form as part of the required forms. The Waiver Request Form may be download at <https://www.sanantonio.gov/SBO/Form>.
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 STATEMENT** – Due to the anticipated investment and length of resultant contract between the parties, audited financial statements are preferred. In the event audited financial statements are not available, state the reason why. If audited financial statements are not available, respondents may submit other financial statement(s) or documentation, such as a Trial Balance Income Statement along with the most recent Annual Tax Submission that validates and ensures the long-term financial viability of the organization. Failure to provide requested information may impact your firm's final score. OR submit a recent copy of a Dun and Bradstreet financial report, or another credit report, on Respondent and its partners, affiliates, and subtenants, if any.
7. **PROOF OF INSURABILITY** – Respondent shall submit a copy of its current insurance certificates for builder's risk, general liability, and professional liability.
8. **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](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: AV122122DR, RFO: 6100001234 or RFCSP: PW051822DR).**

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

Online submission services will open for submitting files on **August 28, 2023, and close on October 13, 2023, at 10:00 a.m. CT.** Follow submittal instructions on <https://www.civcastusa.com/>. **Hard copies and submittals sent by facsimile or email will not be accepted.**

Respondents must submit a separate Statement of Qualifications (SOQ) listed in Section V – **RFQ Submittal Document Requirements and Evaluation Criteria** (Criteria A, B, and C) for each project. The **Required Forms** listed on page 11 (1-8) are to be **uploaded once** on CIVCAST which will be included for both projects.

Please adhere to the following 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 FIRMS

Based on the evaluation process of Phase I, the selection committee will qualify up to five (5) Respondents for each project to participate in RFP, Phase II of the solicitation process. Phase II of the solicitation process will include requests for additional information from the short-listed firms and a subsequent invitation for an interview. During Phase II of the solicitation process, the selection committee will evaluate and rank the short-listed firms based on the published evaluation criteria set forth below:

| <b>RFP Phase Submittal Evaluation Criteria Summary (For Information Only):</b>                                                                     | <b>Maximum Points</b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| <b>A. Detailed Proposed Work Plan and Approach to Quality Control</b>                                                                              | <b>50</b>             |
| <b>B. Overall Evaluation of the Firm/Team and its Ability to Provide Required Services</b>                                                         | <b>20</b>             |
| <b>C. Proposed Costing Methodology</b>                                                                                                             | <b>20</b>             |
| <b>C. Small Business Economic Development Advocacy (SBEDA)</b><br>SBE Prime Contract Program – 5 Points<br>M/WBE Prime Contract Program – 5 Points | <b>10</b>             |
| <b>Total Maximum</b>                                                                                                                               | <b>100 Points</b>     |

## 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 submitted by Responded.

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.

As used herein, City Official is defined as the Mayor; members of City Council; Municipal Court Judges and Magistrates; City Manager; Deputy City Manager; City Clerk; Deputy City Clerk; Assistant City Clerk; Assistant City Managers; Assistants to City Manager; all City department heads and assistant department heads; Internal Auditor and Assistant Internal Auditors; Compliance Auditor; Assistant to City Council; Assistants to City Council, including contract personnel; Assistant to Mayor; Assistants to the Mayor, including contract personnel; Executive Secretaries; Public Utilities Supervisor; members of bid committees; members of the Historic and Design Review Commission; Zoning Commission; and members of any board or commission that is more than advisory in nature.

Exceptions to the restrictions on communication with City employees include:

1. Respondent may ask verbal questions concerning this RFQ at the Project’s Pre-Submittal Conference.
2. Respondent may ask verbal questions concerning this RFQ at the Project’s Site-Visit Meeting if one is scheduled.
3. Respondent may submit questions concerning this RFQ through the CivCast website at <https://www.civcastusa.com/bids> **until September 27, 2023, at 4:00 PM CT**. Questions received after the stated deadline shall not be answered.
4. Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City’s Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the required SBEDA forms. The point of contact may be reached by telephone at (210) 207-3932 or by e-mail at [SBEDAdocs@sanantonio.gov](mailto:SBEDAdocs@sanantonio.gov). After the solicitation closing date, there is no contact permitted to the Small Business Office regarding this solicitation.
5. Respondent must provide responses to any questions asked of it by City’s Staff Contact Person and/or his/her designee about City’s SBEDA Program both before and after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted.
6. If Respondent is invited for an interview and/or demonstration, the City requests Respondents limit the size of their team to no more than four (4) people of Respondent’s choosing and subject to City’s approval. Attorneys and/or lobbyists are strictly prohibited from attendance. If you are utilizing a subcontractor, a subcontractor representative should be included. The City reserves the right to exclude any persons from interviews as it deems in its best interest.

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. 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

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**HEMISFAIR BOULEVARD PHASE 3 PROJECT &  
MARBACH ROAD AREA STREETS/AREA DRAINAGE (LOOP 410 TO HORAL STREET) PROJECT  
(RFQ#: PW082823JEC)**

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 **Procurement Manager** at [Jaime.Contreras@sanantonio.gov](mailto:Jaime.Contreras@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 phase 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.