

CITY OF SAN ANTONIO
TRANSPORTATION & CAPITAL IMPROVEMENTS



REQUEST FOR COMPETITIVE SEALED PROPOSALS:

FOR
ON-CALL DEMOLITION AND DEBRIS DISPOSAL SERVICES
RFCSP: TCI02022018CM

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 contributing to City Council elections from **February 16, 2018**, until 30 calendar days after the contract has been awarded (black out period):

1. Legal signatory of a high-profile contract;
2. Any individual seeking a high-profile contract;
3. Any owner or officer of an entity seeking a high-profile contract;
4. The spouse of any of these individuals;
5. Any attorney, lobbyist or consultant retained to assist in seeking contract.

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

HIGH PROFILE

RFCSP Issue Date:

February 2, 2018

PROPOSAL DEADLINE:
MARCH 2, 2018 AT 10:00 A.M. LOCAL TIME

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ATTACHMENTS

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Forms for Submittal with Statement of Qualifications:

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Price Proposal Form and Unit Pricing Form	Form 2

Required Forms (to be submitted in separate packet):

Respondent Submittal Cover Sheet/Signature Sheet	Form 3
Litigation Disclosure Form	Form 4
Contracts Disclosure Form and Instruction	Form 5
SBEDA: Sub – Contractor Utilization Plan	Form 6

**CITY OF SAN ANTONIO
REQUEST FOR COMPETITIVE SEALED PROPOSALS**

I. BACKGROUND

The City of San Antonio (hereafter referred to as “City”), Transportation & Capital Improvements Department (hereafter referred to as “TCI”) is seeking qualifications and Requests for Competitive Sealed Proposals herein referred to (hereafter referred to as “RFCSP”) from qualified firms interested in providing On-Call Demolition & Debris Disposal Services as described in this RFCSP. The City desires proposals that will, among other things, provide services for demolition in the various Council Districts across the San Antonio Metropolitan Statistical Area (SAMSA) for residential and commercial structures varying in size and shape herein referred to as the “Project”. Although this contract is for demolition services and there are aspects for performance that require specialized training and certification, the activity is not an engineering action.

The City anticipates various projects will arise under authority of a standby contract or contracts resulting from this RFCSP and that one or more contracts may be awarded in connection with this RFCSP. Firms interested in performing these services must submit a competitive sealed bid in accordance with the minimum requirements outlined in the RFCSP.

II. PROJECT DESCRIPTION/SCOPE OF SERVICES

In general the following tasks shall be included in the scope of work:

- A. This standby contract will use Task Order Contracts (TOC’s) to respond to and perform demolition activities of residential and commercial structures from 1 to 5,000 square feet, or greater. The structure’s condition may be in varying states of degradation with some flood, fire, and/or structural damage. The work under this contract also includes removal of fencing, disposal of construction and demolition debris, properly abandoning septic systems, clearing and grubbing and site restoration (if needed). Please note that the scope of work may include task orders that range from \$5,000.00 to \$300,000.00, or more.
- B. The estimated fee per project will vary, with a maximum yearly contract amount of \$750,000.00 per year, with a total contract value not to exceed \$2,250,000.00. The City anticipates entering into a one (1) year contract with two (2) year optional renewal periods at the City’s discretion as approved by the Director of Transportation & Capital Improvements. Quantities included in the contract, as well as the contract amount are not guaranteed. The unit prices established shall remain valid throughout the duration of the contract.
- C. The Contractor must demonstrate knowledge and considerable experience in demolition and site restoration. The Contractor must have the training, experience, and professional knowledge to manage this contract. The Contractor will be required to generate, maintain, and provide copies of waste manifests to the TCI Department, Environmental Management Division (EMD), when rendering disposal services. The services to be provided in this contract will be used on an as-needed basis.
- D. The Contractor will have responsibilities that include on-site management of demolition activities including utility disconnection, loading, transportation, and disposal of construction and demolition debris waste generated by the demolition activity. The majority of the properties are owned by the City, but there would be instances when the City identifies other structures to be demolished.
- E. The Contractor will typically be working with structures previously surveyed, tested and abated for asbestos as required by Federal, State, and local regulations. City will typically facilitate the surveying, testing and abatement of facilities by City Consultants/Contractors and will provide environmental documentation to the e. In some instances, Contractor will be required to demolish asbestos containing structures.
- F. The scope of work may include projects that require immediate response (24 hours after Development Services issues a permit for the Contractor to start demolition. For commercial structures, if State notification period has been satisfied). Most of the work orders will require the Contractor to mobilize to the site as indicated by the City and complete the scope of work within the proposed time specified in the approved proposal.
- G. Contractor must perform all requirements under this contract in strict observance of and in compliance with all

applicable laws, rules, regulations, ordinances, codes, and any other administrative procedures.

- H. The City does not guarantee any minimum quantity of work associated with this contract. Actual payment will be based on the documented quantities and the appropriate unit prices. Any work requiring tasks with materials or services not included in **Form 2, Price Proposal Form and Unit Pricing Form**, are subject to negotiation between the City and the Contractor.

I. General Contractor Responsibilities:

The Contractor must adhere to the following special requirements or actions:

1. Demolition services provided by the Contractor shall include, but not limited to, the demolition and disposal of the main structure, and ancillary buildings, utilities, connected structures, swimming pools, septic tanks, retaining walls, paving, foundation landscaping and fences. As part of this contract, when necessary, the disposal of fences, debris, and other undesirable objects within the parcels of the designated demolition site should be completed. When required, footings, slabs, and asphalt pavement driveways shall also be removed and disposed. Backfilling and other stabilization methods may also be required, as well as grass seeding and mulching.
2. Contractor must possess a Contractor's demolition license in accordance with The City of San Antonio, Chapter 10 Building Related Codes, Article XII License and Registration, Section 10-119 Demolition Contractor License and Bonding, and must also be bonded and insured according to these local requirements.
3. Contractor shall provide all materials, man power, permits, equipment, transportation as required for the demolition of the designated site, and properly dispose of debris generated during the course of providing the contracted service, to an authorized facility to receive such waste or recycling materials. In some instances, the City may provide authorization to relocate these materials to another facility; however, Contractor must seek City's authorization first.
4. All owned vehicles used in Contractor's demolition business shall be posted on each side of the vehicle, in letters of three (3) inches minimum height, in contrasting colors, stating name of Contractor and the demolition contractor's license number in accordance with City Code, Chapter 10, Article XII, Section 10-119.
5. Contractor's personnel are required to wear an identification photo ID at all the times when performing work under this contract. In some instances, Contractor's personnel will be required to pass a background check for facilities where access is restricted to the general public.
6. Demolition shall not begin until the Contractor received an approved task order notification from the City PRIMELink system. This is the official "Notice to Proceed."
7. Contractor shall obtain all permits required for demolition as specified in City Code, Chapter 10, Article XII, Section 10-119. Cost incurred for permits should be incidental to the demolition line items included in **Form 2, Price Proposal Form and Unit Pricing Form**. A structural engineering letter report must be provided to the Development Services Department when applying for a permit. Payment for these services should be incidental to the demolition line items included in **Form 2, Price Proposal Form and Unit Pricing Form**.
8. Contractor shall be required to maintain all the required training, licenses and certifications to perform the work included as part of this contract.
9. Contractor is responsible for selecting licensed and regulated facilities approved to receive construction and demolition wastes.
10. Contractor is responsible for manifesting the waste going to the recycling and/or disposal facilities, and must provide copies through the PRIMELink system to receive payment.
11. Contractor is also responsible for taking pictures of the work to be performed under each individual task order and submit these materials as part of the backup documentation when invoicing.

J. Specific Contractor Responsibilities:

1. Prior to initiating demolition, the Contractor shall obtain required demolition permit(s), and/or State approval after the task order has been approved through PRIMELink.

2. Contractor shall be responsible for any new ordinance requirements or permits related to services provided under the duration of this contract. The City may, but is not required, to assist the Contractor with obtaining certain demolition permits.
3. Contractor shall ensure all utilities have been disconnected and capped at the public street/right-of-way line. Before starting demolition, Contractor shall disconnect or arrange for disconnection of all utilities to the structure or structures to be demolished in accordance with City regulations and the utility company concerned. The water lines must be capped in compliance with City Code, and all sanitary sewers must be capped leading from the structure to the ROW line. The Contractor must preserve the operating condition of all active utilities passing through the areas where demolition and removal work is to be done, including manholes, catch basins, valve boxes, poles and other appurtenances. Sewer taps shall be plugged in accordance with SAWS specifications as approved by San Antonio Water Systems (SAWS), to prevent intrusion of ground water into the existing sewer system. Septic tanks encountered shall be left in place; unless the City requires their removal in accordance with State, City and Bexar County requirements. The Contractor shall take care and ensure that damage does not occur to any septic tanks left in place. Contractor shall repair utilities damaged as a result of demolition work, to the satisfaction of the City.
4. Under no circumstance shall the Contractor enter the demolition site or begin any demolition or clearance if it appears that the site is permanently occupied and in use, under construction, or if there is evidence that construction, remodeling or repair work is in progress. In a case of resistance, Contractor shall not forcibly enter or insist on entering the property in face of the threat, expressed or implied, from an occupant or person in apparent custody or control of the property. In such event, the Contractor shall immediately inform the City.
5. The Contractor shall clear the work area of all wild brush and debris which may be present and interfering with demolition and shall remove and dispose of the materials.
6. Trees and shrubs are not to be removed unless it is required in the project scope of work and/or the Project Manager requests this task. A Tree permit is required prior submitting a demolition permit. Costs associated with a tree survey and permit should be incidental to the different line items included in **Form 2, Price Proposal Form and Unit Pricing Form**. If removal of a tree is part of the scope of work, the Contractor must identify this task in the tree permit when applying.
7. When trees are to be removed, the Contractor shall remove trees and stumps to a depth at least one foot below the proposed finish grade. All stumps, logs, branches and debris shall be removed from the project site and disposed by the Contractor.
8. Contractor shall designate a qualified foreman or a representative who will be present on the site at all times to oversee and inspect work performed by Contractor's employees or subcontractors assigned to this contract. This individual must be qualified and capable of authorizing and making on-site decisions pertaining to the work being performed.
9. Extreme care shall be taken to safeguard existing facilities, site amenities, sprinkler systems, trees, shrubs, and vehicles on or around the demolition site that are to remain. Any damage to public and private property such as, but not limited to, sidewalks, driveways, curbs, fences, etc. shall be the responsibility of the Contractor and shall be replaced or repaired to the original condition or better by the Contractor at no additional cost to the City. If the Contractor does not repair or replace damaged property within four (4) working days' notice from the City, the City reserves the right to correct the situation and deduct the associated charges from the Contractor's invoice, unless the nature of the repair or replacement is of such a nature that it cannot be completed within four (4) working days. In such event, the City will specify the length of time permitted for completion of the repair or replacement.
10. In some instances, the Contractor will be required to coordinate closing of streets and sidewalks and provide traffic control according to the Texas Manual on Uniform Traffic Control Devices. This task requires the Contractor to contact the City's Right-of-Way Management Office at <http://www.sanantonio.gov/TCI/Services/Right-of-Way-and-Permits> and create a vendor profile and process a permit. Also it will require for the Contractor to get a quote from an accredited vendor to provide traffic control

for the area in question. The Contractor is not allowed to provide traffic control; unless they have a certified professional in their company to provide these services. In some instances, the traffic control plan will require the Contractor to have an off-duty police officer guarding the project. Line items related to this task are included in **Form 2, Price Proposal Form and Unit Pricing Form** of this document, as this is a task rarely to be performed directly by the Contractor.

11. The contracted rate for the demolition of a specific structure shall be determined by calculating the total square footage of the designated structure(s). Calculating the square footage shall be the responsibility of the City, and the City's calculation shall be presumably to be accurate. In addition, the City may, at its sole discretion, rely upon the square footage provided by the Bexar County Appraisal District. If Contractor provides evidence that the square footage differs from the Project Manager calculation, the City's Architect Office shall make a final decision.
12. During the initial site inspection and measurement of the structure(s) to be demolished, the project completion time shall be discussed and agreed upon by the City and the Contractor. The agreed upon completion time shall be modified unless unfavorable weather or other allowable but unforeseeable conditions occur. Any changes to the schedule must be coordinated with the City's Project Manager.
13. The Contractor must contain noise, dust, and fumes within the work area. If Contractor determines that excessive noise, dust or fumes will be generated as part of the project, notification of 48 hrs. to the Project Manager is required.
14. All work shall be performed between the hours of 7:30 A.M. and 6:30 P.M. during normal working days (Monday – Friday), except for special circumstances, where it will be required for the Contractor to work during weekends or City's holidays.
15. At the end of each working day, when the Contractor demobilizes the job site, their waste must be properly disposed. If the demolition site is fenced, the Contractor should make sure the site is properly locked. All equipment and tools should be properly locked and secured, as the City is not responsible for vandalism and theft.
16. Materials and equipment left on site overnight shall be clearly marked and identified so as to ensure public safety. No materials or equipment shall be left on site over a weekend unless arrangements have been made with and approved by the City. At its own risk, Contractor shall be responsible for securing any material or equipment left on site.
17. Contractor shall exhibit professionalism during all aspects of the project, and perform all work under this contract in accordance with accepted industry practices and standards. The Contractor shall control site safety and security at all times after a task order has been approved. The Contractor shall install temporary fencing, barricade tape or other means to control access to limit unauthorized persons. Contractor shall be prohibited from posting signs which advertise their business at the designated demolition sites without prior written authorization from the City. Costs associated with site security and safety are considered incidental to the project and should be included in the appropriate unit prices. Work methods and quality control measures are the responsibility of the Contractor. However, at its discretion, the City reserves the right to disapprove or suspend work methods considered unsafe, illegal, or detrimental to the project, the public health, safety, welfare, or the environment.
18. Demolition activities may include the razing of a brick, concrete, wood, or steel framed structure with one or more stories using heavy equipment; lowering the roof of the structure to the ground in an organized and professional manner; professional manner compacting the material and loading it into transport trucks for disposal at an authorized landfill.
19. In some instances, the Contractor will also be required to perform removal of masonry walls below ground level in small sections. Structural steel, cast iron, and heavy timbers shall be removed in individual pieces. Regardless of elevation, all concrete slabs and floor construction over basements or cellars may be removed. All partition, stairways, furnaces, piping, and debris shall be removed from within existing basements.

20. The Contractor is required to remove and properly dispose of any trash, rubbish litter and debris found on the premises and at the start of the project, as well as waste resulting from the demolition activities or deposited on the site. Contractor shall keep the premises and public right-of-way cleared at all times. No materials or debris shall be burned or buried on site. All waste must be landfilled in an authorized facility, approved by the City.
21. The Contractor is required to report immediately any unforeseen or unusual conditions that occur or may render compliance impossible, or otherwise affect the Contractor's ability to do the work agreed upon. The Contractor is not allowed to change the work plan; unless the City provides authorization to do it.
22. When requested, the Contractor shall remove and properly dispose of concrete and asphalt surface features and foundations. The Contractor should recycle as much materials as possible trying to avoid taking all materials to the landfill.
23. Under no circumstances will the Contractor be allowed to perform the demolition with explosives. Demolition must be performed using mechanical means.
24. The Contractor shall backfill and compact all voids created by demolition. This shall include all basements and footings, basement walls and the total volume occupied within all the substructures in their entirety. All debris must be removed from inside substructure areas. Backfill material shall be natural, friable, fertile, sandy loam topsoil, free of weeds, litter, sods, stiff clay, not containing stones larger than one inch in diameter, stumps, roots, trash, toxic, or hazardous substances, or any other material which may be harmful to plant growth or the environment. The City may require documentation providing the backfill materials are certified to be clean.
25. As may be required by City, the Contractor shall grade the demolition area to a smooth, neat appearance and leave the site in a clean condition. The final compacted surfaces shall be uniformly graded and primarily flat. It may be required, however, to form an 18-inch berm and provide same gradient adjacent to remaining buildings and/or walls, to insure no "free" water migrates to or collects at the wall faces.
26. The Contractor is responsible for following the Stormwater Pollution Prevention rules included in the Clean Water Act, Section 402, Texas Pollutant Discharge Elimination System (TPDES), TXR 150000. Projects where disturbance is greater than 1 acre require a Construction General Permit (CGP).
27. If project requires a CGP, the Contractor must comply with the Stormwater Pollution Prevention Plan (SWP3) and revise the plan when necessary to control pollution. In addition, the Contractor must post a Construction Site Notice (CSN) with SWP3 information on or near the site, accessible to public and the Texas Commission on Environmental Quality (TCEQ) and/or the Environmental Protection Agency (EPA), or other Inspectors.
28. **Health and Safety:**
 - The Contractor must comply with the Health and Safety Regulations, Chapter XVII of Title 29 CFR, Part 1926, as promulgated by the Department of Labor.
 - The Contractor is responsible for complying with all local, State, and Federal regulations regarding demolition and transportation of waste during the duration of this contract.

K. Supplemental Requirements:

1. Contractor must assume full responsibility and liability for compliance with all applicable Federal, State, and local regulations pertaining to permitting, work practices, hauling, disposal, protection of workers, visitors to the site, and persons occupying areas adjacent to the site.
2. Contractor should have the capability to work on a minimum of three (3) structures simultaneously. Examples of these projects are: three (3) commercial buildings of approximately 2,000 sq. feet each; three (3) single-family dwellings of approximately 1,500 sq. feet each; and 3 multi-story structures of approximately 4,000 sq. feet each. In some instances, the City will require the Contractor to work with special projects, such a multi-story buildings

of approximately 20,000 sq. feet. The Contractor must have high-reach equipment to work on buildings three (3) stories and higher.

3. Contractor shall provide a full-time National Emission Standards for Hazardous Air Pollutants (NESHAP) competent Supervisor, who is experienced in administration and supervision of residential and commercial demolition projects including work practices, protective measures for building and personnel, disposal procedures, etc. This person is the Contractor's Representative responsible for compliance with all applicable Federal, State and local regulations.
4. Contractor shall provide labor, materials, equipment and insurance to complete the work specified, but not limited to, the removal, transportation and proper disposal of construction and demolition debris. Work must be performed in accordance with all Federal, State, and local regulations.
5. All impacted material shall be transported by an authorized hauler to an authorized disposal facility and in compliance with applicable regulations. Transporters shall be insured and licensed and permitted by the state, federal and local agencies (waste hauler permit issued by City's Solid Waste Department), as required for the waste material that is to be hauled.
6. The selected Contractor shall provide proof of licenses and permits, as required, prior to transportation. All transporting vehicles shall be in good working condition. All transporters shall haul impacted media directly to the disposal facility or any other authorized facility and shall not spill or track impacted material in route to the authorized facility.
7. Transport vehicles shall be in good working condition. All loads must be covered with a tarp or other suitable mean to prevent dispersion of waste materials. The City reserves the right to remove transporters from the site if the vehicle is not in good working condition, lacks the City's permit, or does not have a tarp or cover, or for any other reason the City deems necessary to either ensure compliance with the contract or health and safety concerns. End dump trailers and bobtail dump trucks may be used to transport recycle materials or waste, so long as they do not track mud or waste. All transporters shall haul waste material directly to the disposal or recycling facilities from the demolition site and shall not spill or track mud, dirt, or waste on the street in route to these facilities.
8. The Contractor must submit all backup documentation through the PRIMELink system proving the work was performed. This documentation includes truck tickets, manifests, photos of "before" and "after" demolition, receipts and invoices of work conducted by others, etc.
9. The Contractor shall manifest all waste material that is required to be manifested. The Contractor shall prepare all manifests, as necessary, and arrange for any special waste authorizations with the authorized facility for disposal. All coordination with the disposal or recycling facilities shall be the Contractor's responsibility.
10. The City is the Generator and responsible party for any wasters identified in the task order. The City will issue third-party generator documentation to allow the Contractor or the Contractor's transporter to sign on behalf of the City. The Disposal or recycling facilities shall sign the manifest upon acceptance of the waste. Payment to the Contractor will not be made until copies of the manifests are uploaded in the PRIMELink system as backup documentation.
11. The Contractor must gain a clear understanding of all requirements necessary to perform the services listed herein. Contractor is responsible for reading the definitions included herein and submit line items costs considering but not limited to, demolition permit fees, disposal fees, recycling fees, City waste hauler permits, license fees, any necessary rental costs of equipment, transportation costs, and any and all expenses necessary to contract performance.

L. SUBMISSION OF DOCUMENTATION:

The selected Contractor must submit the following documentation prior to starting their contract with the City:

1. Contractor's Comprehensive Health and Safety Plan (HASP). The Contractor's plan is provided to the City for informational purposes only, and for implementation by the Contractor. The City may review the plan for completeness and provide comments, but not approval.

The site-specific HASP shall meet the requirements, at a minimum, of the following:

- 29 CFR 1904 – Record Keeping, United States Occupational Safety and Health Administration (OSHA), as amended.
 - 29 CFR 1910 – Safety and Health regulations for general Industry, OSHA, as amended.
 - 29 CFR 1926: Safety and Health Regulations for Construction, OSHA, as amended.
 - 49 CFR 171.8 – Hazardous Materials in Transport, United States Department of Transportation (USDOT), as amended.
 - 40 CFR 261.3, 264, and 265, RCRA, USEPA, as amended.
 - Standard Operating Safety Guides, USEPA, November 1984.
 - Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities, NIOSH Publication No. 85- 115, October 1985.
 - Hazard Communication Program – A hazard communication program shall be used in accordance with 29 CFR Part 1926.59.
 - Contractor's licenses and registrations.
 - Contractor's Transporter licenses.
2. The HASP is an enforceable document that shall guide the activities of the Contractor's and all subcontractor personnel. The HASP shall define site-specific safety provisions required for all project activities of the Contractor and subcontractors.
 3. Contractor is responsible for submitting updated personnel documentation, as when new employees are hired to work under this contract. Contractor is responsible for submitting updated changes of personnel.

M. ADDITIONAL REQUIREMENTS

Within five (5) days of Notice to Proceed for each work order, the Contractor must submit a list of the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the respective site(s); identify individuals, their duties and responsibilities; list their addresses and telephone numbers.

1. Contractor is responsible for obtaining all the necessary permits to begin work. Contractor is required to provide the City's Project Manager with the following documentation: Site Plan, Means and Methods Letter, and the Structural Engineer Review Letter prior initiating any work.
2. Contractor is required to post partial or total payment (if line items included in the proposal have been incurred) through the PrimeLink system no later than 30 days after the tasks are completed.
3. In order to process payment, Contractor must provide copies of the waste manifests, disposal facility weight tickets, proof of administrative fees payment, photos, sub-contractor(s) or other special services documentation as a backup documentation when requesting payment. The Contractor must post total payment within 30 days after project is completed.
4. For projects requiring backfill materials, the Contractor must provide documentation of the off-site source material soil type and verification that materials are environmentally clean. The City must approve these materials before it is hauled to the project site. The City reserves the right to decline materials deemed not clean by the Texas Commission on Environmental Quality (TCEQ).
5. The Contractor will be required to submit a Project Schedule with the following information: Dates when permits will be submitted, proposed dates when permits are anticipated to be approved, work activities and durations (start and finish dates), date of anticipated substantial completion, and date of anticipated final completion. Also this document must describe the name and location of disposal or recycling facilities and the name of the company performing the transportation of materials.

6. The Contractor shall exhibit professionalism during all aspects of this contract and perform all work under this contract in accordance with accepted industry standards and practices. The Contractor may be required to provide site safety control and security after the notice to proceed for a specific work order provided by the City. As necessary, the Contractor shall install temporary fencing, barricade tape, or other means to control access to unauthorized persons. Costs associated with site security and safety should be incidental to the different line items included in **Form 2, Price Proposal Form and Unit Pricing Form**. Work methods and quality control measures are the responsibility of the Contractor. The City reserves the right to approve or suspend work methods considered unsafe, illegal, or ultimately detrimental to the project or the City.
7. In some instances, the City may require the Contractor to grass seed and mulch to establish vegetation. Also, additional services under this contract include lawn mowing, grading, boarding windows, doors, and any structure deemed by the City to properly secure the housing prior to demolition.
8. The City will not accept the generator status and will not pay the Contractor for any wastes generated by the Contractor as a result of Contractor's own work operations, such as municipal solid waste incidental to construction, spills, or leaks from transport vehicles or other equipment, or industrial waste generated by Contractor as a by-product of the Contractor's own operations. Contractor shall be held to good housekeeping practices that avoid creation of solid waste violations.
9. Commingling debris from City project sites with waste produced by any other generator is prohibited. Contractor and sub-Contractor shall not mix the City's project waste with waste from any other generator. If this situation occurs, the Contractor and its sub-Contractors are responsible for disposal fees. The City will not pay for any disposal fees for load of materials mixed from other project not owned by the City.
10. Contractor is responsible for cleaning up spills of fuels, chemicals or any other materials generated by the Contractor or Sub-Contractor(s). The Contractor will be responsible for leaving the site under the conditions encountered before the spill, and the City shall not compensate for expenses related to the spills or accidents caused by the Contractor or Sub-contractor(s). City may request Contractor to sample the affected area to show the site is properly cleaned prior Contractor site departure.

M. TRAINING

Some of the tasks required as part of this contract have the potential to expose the worker to hazardous waste and industrial substances.

1. All employees working on site (such as but not limited to equipment operators, general laborers, and others) potentially exposed to industrial substances, health hazards, or safety hazards and their supervisors and management responsible for the site must abide by specifications outlined in 29 CFR 1910.120 Industrial Waste Operations and Emergency Response (HAZWOPER). The Contractor is responsible for reviewing subparagraph G and Z of 29 CFR 1910.120, addressing engineering controls, work practices, and personal protective equipment (PPE) for employee protection from exposure to industrial substances and safety and health hazards.
2. The personal protective equipment to be worn by the Contractor shall be identified and described in the Contractor's Health and Safety plan and should abide by 29 CFR 1910.120 HAZWOPER. It is the Contractor's responsibility to assess the work environment by providing personnel monitoring and determining if additional PPE is necessary once the scope of work is in progress. A Health and Safety Plan must be prepared by the Contractor at the beginning of this contract and Submitted to the City's Contract Manager before starting any work assignment.
3. The Contractor must ensure all workers have completed the Industrial Waste Operations and Emergency Response (HAZWOPER) training, as deemed by 29 CFR 1910.120. At a minimum, all workers who handle impacted media shall receive 40 hours of HAZWOPER Training. Additionally, the Contractor Supervisor must also have an additional 8 hours of Supervisor HAZWOPER Training. The Contractor must submit copies of certificates for workers involved in the project as part of the Health and Safety Plan. No worker without the proper training will be allowed to participate in any project under this contract.

4. The Contractor must ensure all workers are properly trained according to the Department of State Health Services when working with lead and asbestos and the different functions supporting the project. Specific training requirements and training providers can be found at: <http://www.dshs.texas.gov/>
5. The Contractor must perform all work under this contract in accordance with all Local, State, and Federal regulations required to do the work order. The Contractor must follow the Texas Commission on Environmental Quality (TCEQ) and the Texas Department of State Health Services (TDSHS) rules and regulations, when applicable. The Contractor must possess all applicable licenses, permits, insurance, and training required to perform work activities. The applicable laws, regulations, and policies, include, but are not limited to:
 - 29 CFR Part 1926 Safety and Health Regulations for Construction
 - 40 CFR Part 61 Subpart M (National Emission Standards Health Protection (NESHAP) rules)
 - CFR 1910.120 Industrial Waste Operations and Emergency Response
 - 25 TAC 295 Subchapter C (Texas Asbestos Protection Health (TAPHR) rules)
 - 30 TAC 335 Subchapter A (Industrial Solid Waste and Municipal Industrial Waste)
 - 29 CFR 1910.1101 (General Industry Standards for Asbestos)
 - 29 CFR 1910.134 (General Industry Standard for Respiratory Protection)
 - 29 CFR 1926 (Construction Industry)
 - 25 TAC 295 Subchapter I (General Industry Standards for Lead)

Please note that the preceding Scope of Services is subject to change during the RFCSP solicitation period at the sole discretion of City. Changes, if any, will be made in accordance with Section VII - Amendments to the RFCSP below.

N. TASK ORDERS

1. The selected Contractor shall be verbally notified of the proposed scope of work. At such time, the selected Contractor may meet with the City representative, inspect the proposed work site, and discuss the specific scope of work for each proposed task order. The selected Contractor is required to submit a written cost estimate proposal to the City representative based on the contract unit prices as established in the Price Proposal Form contained herein. The Contractor must also submit a timeline schedule for the projected date of completion. Only the applicable unit prices submitted on this form shall be considered in developing the cost estimate; unless the project requires services not included in the description of this contract. These costs are subject to negotiation between the City and the Contractor. If the costs of services submitted by the Contractor are not specified in this document and are not agreed upon by the City, the City reserves the right to approve only the services established in the contract and retain a different vendor to complete the remaining tasks. The City will review and approve the cost estimate prior to releasing a task order. Each line item identified on the Price Proposal Form shall be independent from the other line items. The selected Contractor shall use only those line items necessary to fulfill a particular task order. Any cost or scope of work discrepancies shall be corrected and agreed upon by the City and selected Contractor prior to releasing the task order. **The selected Contractor shall not proceed with the work activities until the Contractor receives approved task order through the PRIMELink system.**
2. Contractor shall be required to coordinate disconnection of utilities and any other required service needed prior to the demolition of the structure(s). The City is not responsible for facilitating disconnection of utilities or obtaining any necessary permits for the demolition services. Time, resources and man power required for disconnection of utilities and obtaining the necessary permits are the Contractor's responsibility and costs required to perform these tasks should be incidental to the cost prices included in the fee schedule. City will not reimburse Contractor as separate line items for these costs.
3. The City utilizes the PRIMELink Program Management tool for invoicing and payment. The awarded vendor will be required to have an email account and access to a computer with internet access through Internet Browser Fire Fox or Google Chrome. The awarded vendor will be required to obtain a PRIMELink login access ID to process approval of task orders, invoices, submittals, and attend the required training. The City of San Antonio will assist the awarded vendor with the system and will provide procedures and processes for PRIMELink.

O. CALENDAR DAYS

- 1. The City anticipates entering into a one (1) year contract with two (2) year optional renewal periods. The Contractor is required to follow local, State, and Federal regulations. In some instances, the Contractor will be required to develop a demolition plan, be part of a team addressing different construction aspects of a project, or bid on a project based on demolition and specifications. The majority of the times the Contractor would be required to stand alone with their activities.

P. PAYMENT BONDS

- 1. Upon City Council approval, the selected Contractor shall furnish City with payment and performance bonds, in accordance with the provisions of Chapter 2253 of the Texas Government Code, to each applicable Task Order. The payment and performance bond templates required for this Project have been attached hereto, incorporated by reference herein and labeled as **Exhibit D, Payment and Performance Bond Templates**.

III. SCHEDULE OF EVENTS

The following tentative schedule has been prepared for this Project.

Pre-Submittal Conference:	February 9, 2018
Deadline for Submission of Written Questions:	February 16, 2018
RFCSP Responses Due:	March 2, 2018
Anticipated City Council Consideration:	May 2018

IV. PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference is scheduled to be held **Friday, February 9, 2018 at 10:00 A.M. at the Municipal Plaza Building, Plaza Room “C” Conference Room, located at 114 West Commerce St., San Antonio, Texas 78205.** Attendance at the Pre-Submittal Conference is strongly encouraged. At this meeting, City staff will discuss the scope of work, general contract issues and respond to questions from the attendees.

It is strongly recommended that interested firms send a representative to the Pre-Submittal Conference. Respondents are encouraged to prepare and submit their questions in writing three (3) calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. Questions are to be submitted to Christela.Morales@sanantonio.gov.

This meeting place is accessible to disabled persons. The Municipal Plaza Building is wheelchair accessible. The accessible entrance is located at 114 W. Commerce. Accessible parking spaces are located at City Hall, 100 Military Plaza. Auxiliary aids and services are available upon request. Interpreters for the Deaf shall be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral responses provided by City staff at the Pre-Submittal Conference shall be preliminary and nonbinding. A written summary of the Pre-Submittal Conference shall contain official responses, if any. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City.

V. SUBMITTAL DOCUMENT REQUIREMENTS AND EVALUATION CRITERIA

City shall conduct a comprehensive, fair and impartial evaluation of all submittals received in response to this RFCSP. City may appoint a selection committee to perform the evaluation. Each submittal shall be analyzed to determine overall responsiveness and qualifications under the RFCSP. Respondents shall be aware City may select some, all or none of the submitting Respondents to perform the scope of work outlined in this RFCSP. If City elects to conduct interviews following its evaluation of the submittals received, selected Respondent(s) shall be interviewed and re-scored, based upon these same criteria or additional criteria to be determined by the selection committee.

For the Statement of Qualifications Submittal:

Respondent shall provide information or response to the following items as it relates to Section II, Scope of Services and Respondent's submittal shall include the following items in the following sequence:

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 submittal.
2. **EXECUTIVE SUMMARY (Indexed and labeled as "Tab 2")** – Respondent shall include a one (1) page Executive Summary at the beginning of the Statement of Qualifications. Respondent's Executive Summary shall state the number of years Respondent's team has been in business, Respondent's number of years in business in its local office, Respondent's local office address and the number of employees employed in Respondent's local office.
3. **GENERAL CONDITIONS REVIEW (Indexed and labeled as "Tab 3")** – Respondent shall review the General Conditions, provided hereto and made a part hereof and labeled as RFCSP **Exhibit A**, and provide written comments and/or concerns regarding the General Conditions. If Respondent does not have any comments and/or concerns, Respondent shall indicate this in this **Tab 3**. If no objections are submitted by the Respondent, City and Respondent agree Respondent shall sign the Contract as presented, if a contract is awarded.
4. **LETTERS OF REFERENCE (required) (Indexed and labeled as "Tab 4")** – Respondent shall provide a maximum of five (5) letters of reference.
5. **PRICE PROPOSAL FORM AND UNIT PRICING FORM (Form #2) (Indexed and labeled as "Tab 5")** - Respondent shall submit a completed and signed Price Proposal Form and Unit Pricing Form only with its ORIGINAL PROPOSAL. City shall evaluate Respondent's Price Proposal Form for the base proposal and all listed alternate(s), if any. These forms shall be indexed and labeled as "**Tab 5**" in Respondent's submitted original proposal.
6. **STATEMENT OF QUALIFICATIONS** – Respondent shall provide a narrative document, as outlined in the **Statement of Qualifications** below, addressing all evaluation criteria in **Section II. Scope of Services** of this RFCSP considering the chosen target project. Sufficient information regarding Respondent's past projects and key personnel's experience shall be provided in Respondent's submittal to indicate its team has met or exceeded the minimum qualifications provided in **Section II** of this RFCSP in submittal.

A. Experience & Qualifications of Prime Firm, Key personnel and Sub-Contracts (30 Points)

Respondent shall respond to the following items as they relate to **Section II. Scope of Services** considering the chosen target project:

1. **Experience (Indexed and Labeled as "Tab 6")** – City shall consider the relevance of past experience for all parties proposed as a part of Respondent's team. Respondent shall provide a narrative, in two (2) pages or less, describing the team's qualifications, as they relate to the Project's scope in this RFCSP. Respondent's submittal shall include how the proposed team has worked together on past similar projects and shall include the number of years working as a team. For any Sub-Consultants listed as part of Respondent's team, Respondent shall include information on how those named Sub-Consultants shall function within the team's organization. In addition, Respondent shall provide a narrative description of the proposed roles of Respondent and each Sub-Consultant, to include assignments, roles and responsibilities, lines of authority and communication among all team members.
2. **Project Sheets (Indexed and Labeled as "Tab 7")** – Respondent's submittal shall include, at maximum, three (3) project sheets, limited to one (1) page for each project included, describing similar projects Respondent has completed within the last five (5) years, and shows the most relevant work experience for this project. Submitting firm may submit one (1) additional project sheet for a project of which they are particularly proud. Each project sheet shall include, at minimum, the following:
 - a. Name and Description of the project, including similarity to the scope of work in this RFCSP

- b. Year of project
- c. Respondent's role in the project
- d. Project Designer
- e. Project Manager
- f. Project's original and final construction contract amounts (explain inconsistencies)
- g. Project's proposed completion date and actual completion date achieved (explain inconsistencies)
- h. Project owner's name and the name of the representative (if different) who served as the day-to-day liaison for the project in the following format:
 - Name of Owner
 - Name of Owner's representative
 - Representative's Phone Number
 - Representative's E-mail
 - Name of the Prime Firm and key Sub-Consultants and Subcontractors

3. **Proposed Key Personnel/Organizational Chart (Indexed and Labeled as "Tab 8")** – Respondent shall provide a detailed organizational chart of its firm, identifying key personnel committed to working on the various tasks of this contract. The Proposed Key Personnel shall consist of a Licensed Consultant with a minimum of five (5) five years demonstrated experience in environmental services.

Label assignments as:

- Coordination of the project and requirements with regulatory agencies and authorities (if any);
- Quality assurance/quality control Coordination for submitting applicable notifications;
- Proposed Project Principal;
- Proposed Project Manager; and
- Sub-Consultants (for any services deemed necessary to fulfill the duties under this contract).
- Construction services
- Designer (Roadway, Drainage, etc.)

4. **Resumes (Indexed and Labeled as "Tab 9")** – Respondent shall submit one-page resumes for all its key team members. Resumes should link to project sheets and also may include additional previously-completed relevant projects not highlighted in the project sheets. Resumes also shall include:

- a. License type (if applicable) and number of years licensed
- b. Number of years employed with the Firm
- c. Number of years' experience in proposed role corresponding to the assignments included in the organizational chart
- d. City of residence

B. Experience with issues in the San Antonio Region & past experience with the City of San Antonio Contracts (20 points) (Indexed and Labeled as "Tab 10")

City is interested in evaluating Respondent's and Respondent's key Sub-Consultants' experience with San Antonio issues, as may be evidenced by work in San Antonio and the surrounding area, during the past five (5) years. In narrative form, using a maximum of two (2) pages, briefly describe Respondent's and its team's experience in the following areas, referencing projects relating to that experience. (Note: you may reference projects included in the project sheets under **Criteria A** above or include other projects, but no additional project sheets shall be provided for this criteria.)

- 1. Local area construction costs and practices;
- 2. Local environmental community, conditions and constraints;
- 2. Involvement in project development as it relates to public awareness in the local area;
- 3. Firm's experience with private and public utilities within the San Antonio or surrounding area;
- 4. Local site development;

Note a portion of the scoring for this **Section B** may be based on City’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:

1. Timely completion of City projects
2. Cooperative working relationship with City
3. Prompt payment of Sub-consultants at all levels
4. Compliance with other City contract terms
5. Compliance with City Ordinances on substitution/addition/deletion of Subcontractors
6. Compliance with City standards
7. Conformance to City budget requirements

C. Price Proposal (30 points) (Indexed and Labeled as “Tab 5”)

Respondent shall complete the Price Proposal Form (attached hereto and labeled as Form 2). City shall evaluate Respondent’s Price Proposal Form for the base proposal and all listed alternate(s), if any. The submitted Price Proposal reflecting the lowest price total, including the base proposal, allowance (if any) and all City-accepted alternates (if any), shall receive the maximum thirty (30) points. Refer to the formula and example listed below:

Formula: $\text{Lowest price proposal} / \text{Firm’s price proposal} \times 30 \text{ points} = \text{Score}$

Example:

RESPONDENT:	PROPOSAL AMOUNT (INCLUDING ALLOWANCES AND CITY- ACCEPTED ALTERNATES):	CALCULATION:	POINTS AWARDED:
A	\$650,000.00	$595,000/650,000 \times 30$	27.46
B	\$625,000.00	$595,000/625,000 \times 30$	28.56
C	\$600,000.00	$595,000/600,000 \times 30$	29.75
D	\$595,000.00	$595,000/595,000 \times 30$	30

D. SBEDA (20 points total)

SBE Prime Contract Program – 10 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 Consultants proposing at least 51% SBE participation (Prime and/or Subcontractor) will receive ten (10) evaluation criteria points, **and**

M/WBE Prime Contract Program –10 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 Consultants proposing at least 51% M/WBE participation (Prime and/or Subcontractor) will receive ten (10) evaluation criteria points.

No evaluation criteria points will be awarded to non-SBE or non-M/WBE Prime CONTRACTORS through subcontracting to certified SBE or M/WBE firms.

SUBCONTRACTING REQUIREMENT:

Minority and/or Women-Owned Business Enterprise (M/WBE) Subcontracting Program and African American (AABE) Subcontracting Program– Subcontract or self-perform at least Thirty-two percent (32%) of total contract value to SBEDA eligible small M/WBE firms and two percent (2%) to eligible small AABE firms, certified through South Central Texas Regional Certification Agency, headquartered or having a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA). Please see the definition of M/WBE and AABE in **Exhibit C, Section C**.

Failure to meet the 32% M/WBE subcontracting and 2% AABE requirements will deem your proposal nonresponsive.

Each proposal shall be analyzed, to determine overall responsiveness, and consideration shall be given to a combination of price and other factors, such that City may determine which Respondents’ proposal will provide the best value to City. If City elects to conduct interviews of one or more Respondents, in connection with this solicitation, Respondent(s) shall be notified in writing and an interview date shall be scheduled.

Evaluation Criteria:		Maximum Points
A.	Experience & Qualifications of Prime Firm, Key personnel and Sub-Contractors	30 points
B.	Experience with issues in the San Antonio Region & past experience with the City of San Antonio	20 points
C.	Price Proposal	30 points
D.	SBEDA – SBE & M/WBE Prime Contract Program	20 points
TOTAL		100 points

Required Forms:

Please submit one (1) original signed form of the following forms in one (1) unbound packet separate from submittals and labeled: “Required forms for the ON-CALL DISPOSAL AND DEBRIS SERVICES (RFCSP #TCI02022018CM)”. City shall conduct due diligence and analysis of the following forms:

- SUBMITTAL COVER SHEET/SIGNATURE PAGE (Form #3)** – Respondent shall include the completed Submittal Cover/Signature Sheet with its submittal. The Submittal Cover/Signature Sheet shall be signed by a person (or persons) authorized to bind Respondent and the entity/entities submitting the response. Submittals 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, as an attachment to Respondent’s submittal.
- LITIGATION DISCLOSURE FORM (Form #4)**– Respondent shall complete a Litigation Disclosure form, utilizing additional pages for explanation, if necessary, and submit the completed form in Respondent’s submittal. If Respondent is proposing as a team or joint venture, each party to that team or joint venture shall complete and submit a separate Litigation Disclosure Form with Respondent’s submittal.

3. **CONTRACTS DISCLOSURE FORM (Form #5)** – Respondent shall complete the form online at: <https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>, 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.
4. **SMALL BUSINESS ECONOMIC SUBCONTRACTOR DEVELOPMENT UTILIZATION PLAN (Form #6)** – Respondent shall submit a completed and signed Sub-Contractor Utilization Plan indicating Respondent’s firm commits to satisfy the established (32%) goal to a Minority/Women Business Enterprise (M/WBE) and (2%) AABE subcontracting goal for this Project.
5. **PROOF OF INSURABILITY** – Respondent shall submit a copy of its current insurance certificate.
6. **CERTIFICATE OF INTERESTED PARTIES TEC FORM 1295** – Effective January 1, 2016, the City of San Antonio is required to comply with Texas Government Code, Chapter 2252, Subchapter Z, Section 2252.908 (hereafter referred to as “the Code”). The Code states City shall not enter into a contract with a business entity unless and until the business entity has submitted a Certificate of Interested Parties (hereafter referred to as “Form 1295”) to City for filing with the Texas Ethics Commission (hereafter referred to as “TEC”). The Form 1295 requirement imposed upon the City applies to **all** contracts:
 - a. Having a value greater than \$50,000
 - b. Requiring San Antonio City Council approval and/or
 - c. Renewals, extensions or amendments requiring the approval of the San Antonio City Council.

TEC has made available on its website the new filing application that must be used by Respondent to file its Form 1295 with City. Respondent shall use TEC’s application to enter the required information on Form 1295 and print a copy of the form containing a unique certification number for that response.

An authorized agent of Respondent then must sign the printed copy of the form The signed completed Form 1295 containing the unique certification number then must be submitted with Respondent’s submittal to City, pursuant to this solicitation, to ensure City and Respondent meet the Code requirements.

Form 1295 must be completed on-line by the business entity. It is accessible at:

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

As a result of this new requirement imposed upon City by the Code, City is requiring all Respondents submitting on each project to complete Form 1295, print a copy showing the unique Certification Number and Date Filed in the Certification of Filing box at the upper right corner of Form 1295 for that submittal, sign it, have it notarized and submit it with its submitted proposal.

City shall review Form 1295 as part of the Minimum Requirements Review performed upon all proposals received. Deficiencies in or missing Form 1295 shall not be a disqualifying error. Instead, City shall 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 a contract award. City shall include the selected Respondent’s Form 1295 in its package prepared for the San Antonio City Council’s consideration for contract award.

VI. SUBMISSION INSTRUCTIONS

When submitting a Statement of Qualifications in person, visitors to City Hall shall allow time for security measures. Visitors to City Hall shall be required to enter through the east side of the building. The public then shall pass through a metal detector and x-ray machine located in the lobby. All packages, purses and carried items shall be scanned during regular business hours of 7:45 a.m. to 4:30 p.m. After the public proceeds through the metal detector, they shall sign in and receive a visitor’s badge. For those requiring the use of a ramp, entry is available on the south side of the building (Dolorosa side). Security shall meet the visitor in the basement with a hand scanner. City staff will not assist with lifting or transporting submittals.

Respondent shall submit in a sealed package, with Respondent's submittal clearly marked on the front of the outermost package "**RFCSP: ON-CALL DEMOTION AND DEBRIS DISPOSAL SERVICES (RFCSP #TCI02022018CM)**" the following items:

- Six (6) Statement of Qualification Submittals, which shall include:
 - One (1) original unbound Statement of Qualification Submittal, signed and inked
 - Five (5) reprinted bound copies of the submittal Packet of Required Forms
- One (1) original Packet of Required Forms
- One (1) copy of the entire submittal and one (1) copy of the Packet of Required Forms in an Adobe PDF format on a USB drive.

All submittals shall be received in the Office of the City Clerk **NO LATER THAN 10:00 AM (LOCAL TIME) ON MARCH 2, 2018** at the address indicated below. Any submittals received after this time shall not be considered.

Physical Address:

Office of the City Clerk

Attn: Transportation & Capital Improvements

100 Military Plaza, City Hall, 1ST Floor

San Antonio, Texas 78205

Submittals sent by facsimile or email will not be accepted.

Please adhere to the following criteria:

- No smaller than 11 point font.
- Be succinct and clear.
- Keep your submittal relevant to the target project.
- Each submittal shall include the sections and attachments in the sequence listed in the RFCSP **Section V**, Submittal Document Requirements & Evaluation Criteria, with each section divided by tabs and indexed, as indicated in this RFCSP.
- All pages shall be numbered and all sections shall adhere to page limits. If a section does not have a page limit specified; there are not page limits for that section.
- Pages which have project photos, charts and graphs shall be counted towards the maximum number of pages.
- Front and back covers, Table of Contents pages and tabbed divider pages shall not be counted if they do not contain submittal information.
- Recycled Paper is highly encouraged.
- Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper or other materials are not required or encouraged.
- Plastic (not metal) spiral or "comb" binding is highly recommended.

To correctly submit a response to this RFCSP, 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.

VII. AMENDMENTS TO RFCSP

Changes, amendments or written responses to questions received, in compliance with **Section VIII, Restrictions on Communication** below, may be posted on City's website at:

<http://www.sanantonio.gov/purchasing/biddingcontract/opportunities>.

It is Respondent's responsibility to review this website and ascertain whether any amendments have been made to this RFCSP, prior to Respondent's submission of a proposal. If Respondent does not have access to the Internet, Respondent shall notify City, in accordance with **Section VIII, Restrictions on Communication** below, Respondent 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 the RFCSP and changes to the RFCSP, if any, shall be made only in writing.

VIII. RESTRICTION ON COMMUNICATIONS

Upon release of this RFCSP solicitation, Respondent is prohibited from communicating with City staff regarding the RFCSP or its submittal, with the following exceptions:

Respondent is prohibited from communicating with elected City officials and their staffs regarding the RFCSP or Respondent's submittal from the time the RFCSP is released until the contract is posted as a City Council agenda item. Respondent is prohibited from communicating with City employees from the time the RFCSP is released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact resulting in the direct or indirect discussion of this RFCSP and/or submittal submitted by Respondents. Violation of this provision by Respondent and/or its agent(s) may lead to disqualification of Respondent's submittal from consideration. Exceptions to the restrictions on communication with City employees include:

1. Respondent may ask questions concerning this RFCSP at the Pre-Submittal Conference.
2. Respondent may submit written questions concerning this RFCSP to the TCI Staff Contact Person listed in the address below until **4:00 P.M. (Local Time), FEBRUARY 16, 2018**. Questions received after the stated deadline shall not be answered. It is suggested all questions be sent by electronic mail or by fax to:

Christela Morales, Contract Coordinator

Email: Christela.Morales@sanantonio.gov

or via fax to: (210) 207-0567

However, questions sent by certified mail, return receipt requested, also shall be accepted and should be addressed to:

Christela Morales, Contract Coordinator

City of San Antonio

Transportation & Capital Improvements

Contract Services Division

Room 910

114 Commerce Street

San Antonio, TX 78205

3. Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations shall be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from such selection committee meetings as it deems in its best interests.
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, Lucy Barbosa, maybe reached by telephone at (210) 207-3910 or by e-mail at

Lucy.Barbosa@sanantonio.gov. This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation after the solicitation closing date.

IX. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

City reserves the right to award one, more than one or no contract(s) in response to this RFCSP.

1. A contract or contracts, if awarded, shall be awarded to the selected Respondent(s) whose submittal(s) is/are deemed most advantageous to City, as determined by the selection committee and upon approval by City Council.
2. City may accept any submittal in whole or in part. If subsequent negotiations are conducted, those negotiations shall not constitute a rejection or alternate RFCSP on the part of City. However, final selection of a Respondent is subject to City Council approval.
3. City reserves the right to accept one or more submittals or reject any or all submittals received in response to this RFCSP and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFCSP, reissue a subsequent solicitation and/or remedy technical errors in the RFCSP process.
4. City shall require the selected Respondent(s) to execute a contract with City in substantially the same form as the one attached, **Exhibit A**, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of bonds and insurance as required in this RFCSP and the contract. Contract documents are not binding until approved by the San Antonio City Attorney's office. In the event the parties cannot negotiate and execute a contract within the time specified by City, City reserves the right to terminate negotiations with that selected Respondent and commence negotiations with another Respondent.
5. This RFCSP does not commit City to enter into a contract or award any services related to this RFCSP, nor does it obligate City to pay any costs incurred in preparation or submission of a response or in anticipation of a contract.
6. City administers its design and construction management through an internet-based project management system. All vendors shall be required to use City's internet-based system and submit Project schedules.
7. Conflicts of Interest: Respondent acknowledges 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 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 parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten percent or more of the voting stock or shares of the business entity, or ten percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a Subcontractor on a City contract, a partner or a parent or subsidiary business entity.
8. Respondent is required to warrant and certify it, its officers, employees and agents neither are officials nor employees of City, as defined in Section 2-42 of City's Ethics Code. (Contracts Disclosure) – Instructions and web-link to electronic form are included in Form 4 of RFCSP.
9. Independent Contractor: Respondent agrees and understands, 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), is/are responsible for its/their respective acts or omissions, City shall in no way be responsible for Respondent's actions and none of the parties hereto shall have the authority to bind the other(s) or to hold out to third parties it/they has/have such authority.
10. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires persons or their agents, who seek to contract for the sale or purchase of property, goods or services with City, shall file a completed conflict of interest questionnaire with City Clerk not later than the seventh (7th) business day after the date the person:
 - a. Begins contract discussions or negotiations with City; or

- b. Submits to City an application, response to a request for proposals or bids, correspondence or other writing related to a potential agreement with City. The conflict of interest questionnaire form is available from the Texas Ethics Commission by accessing either of the following web addresses:

http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm

or

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

Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of San Antonio City Clerk. If mailing a completed conflict of interest questionnaire, mail to:

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

If delivering a completed conflict of interest questionnaire, deliver to:

Office of City Clerk
San Antonio City Hall
100 Military Plaza, 1st Floor
San Antonio, TX 78205

Respondent should consult its own legal advisor with questions regarding the statute or form.

11. All submittals become the property of City upon receipt and shall not be returned. Any information deemed to be confidential by Respondent should clearly be noted on the page(s) where confidential information is contained; however, City cannot guarantee it will 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.
12. Any cost or expense incurred by Respondent associated with the preparation of its submittal, attendance at the Pre-Submittal Conference, if any, or incurred during any phase of the selection process shall be borne solely by Respondent.
13. **Solicitation Process Review:** If Respondent desires a review of the solicitation process; Respondent shall deliver a written request to the Director of TCI within seven (7) calendar days from the date the notice of non-selection was sent. When the TCI Director receives a timely written request, the TCI Director or his/her designee shall review Respondent's concerns and the solicitation process utilized for legitimacy and procedural correctness. After performing a full review, the TCI Director shall notify Respondent in writing of his/her determination of the solicitation process utilized.
14. **Debriefings:** In an effort to improve solicitation responses, TCI is making available on its web site a "Solicitation Response Tip List" that includes the top common items that "make or break" submissions. Providing this information, prior to the due date of the submittal, provides Respondent an opportunity to develop a better response for each solicitation. As a result of this up-front effort, each Respondent is entitled to one (1) debriefing per calendar year after the San Antonio City Council has made an award of a contract on a project if:
 - a. Respondent is not the selected Respondent for the project; and
 - b. Respondent has not been debriefed since January 1, 2018.

Once a firm has been debriefed, it shall not be eligible for future debriefings within that calendar year. A Respondent meeting the above criteria desiring an individual submittal debriefing shall deliver a written request to the TCI Contract Services Division within seven (7) calendar days from the date a notice of non-selection was sent.

15. City reserves the right to verify any and all information submitted by Respondents at any time of the solicitation/evaluation process.
16. Final approval of a selected firm(s) is subject to the action of the San Antonio City Council.
17. City reserves the right to contact any Respondent to negotiate a contract, if such contact is deemed desirable by City.