

CITY OF SAN ANTONIO

Aviation Department



REQUEST FOR COMPETITIVE SEALED PROPOSALS

**REMOVE BRIDGE, REMOVE MSW AND
RECONSTRUCT TAXIWAY R (CONNECTOR)
(PACKAGE 7)**

**SAN ANTONIO INTERNATIONAL AIRPORT
PROJECT NO. 33-00316
AIP PROJECT NO. 3-48-0192-XX-2020
RFCSP: ID #TCI032020MG**

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 **April 13, 2020**, 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: March 27, 2020

SUBMITTAL DEADLINE: May 12, 2020 2:00 P.M. Local Time

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I. BACKGROUND

The City of San Antonio Aviation Department (hereafter referred to as “City” or “Owner”) is seeking Competitive Sealed Proposals (hereafter referred to as a “Proposal”) from qualified firms to provide construction services for the Remove Bridge, Remove MSW and Reconstruct Taxiway R (Connector) (Package 7) Project (hereafter referred to as “the Project”).

More than 10 million passengers, an average of 27,400 per day, flew in and out of the San Antonio International Airport (SAT) during 2018. Therefore, reconstructing the Taxiway system is imperative to accommodate this growing passenger demand.

The Taxiway R connector reconstruction is the third phase of a three phase larger Taxiway R rehabilitation project. Previously, the Taxiway R (parallel) bridge was removed and reconstructed. Existing Municipal Solid Waste (MSW) material was removed as part of this project. The second phase included the construction of a temporary Taxiway RC installed from the existing reverse curve on Taxiway RC, east to Taxiway R near the Airport Rescue and Fire Fighting (ARFF) station.

This Project includes the removal of additional MSW beneath existing taxiways R and RC, and unpaved areas near the taxiways. This MSW and the soils above it have the potential to contain hazardous levels of methane gas which may be encountered during the demolition of existing pavement and excavation of subsurface materials.

This project also includes a 5-inch mill and replace for the entire asphalt portion of Runway 13L-31R, and multiple connecting taxiways, to include the replacement of runway and taxiway pavement markings. Also included in this project is the partial demolition of Bypass Taxiway RC and conversion of the remainder to serve as the Airport’s Vehicle Service Road. These portions of the Package 7 project are being funded through City of San Antonio Operating and Maintenance sources.

II. SCOPE OF WORK AND GENERAL REQUIREMENTS

This project consists of construction work at San Antonio International Airport, San Antonio, Texas. The intent of the Contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor furnish all labor, materials, equipment, tools, transportation and supplies required to complete the work in accordance with the plans, specifications, and terms of the Contract. The Contractor shall provide unit prices for the base bid. The description of the base bid is as follows:

The “Base Bid” consists of the demolition of the existing Taxiway R bridge on between Taxiway RC and Runway 13L-31R, demolition of the existing Taxiway R at-grade concrete pavement and approximately 420-foot x 50-foot of the existing temporary asphalt Taxiway R, to include taxiway pavement removal and removal of edge lighting temporary asphalt, removal of the existing MSW beneath the pavement, mitigation or removal of methane gas encountered, and placement and compaction of clean backfill material. Construction elements include demolition of approximately 700-foot x 75-foot of the existing concrete portion of Taxiway R and the connector to Runway 13L-31R, removal of existing MSW material, placement of clean backfill material, grading and sodding. Demolition materials will be disposed offsite.

Bid Alternate 1 consists of the construction of new at-grade Portland Cement Concrete (PCC) Pavement on Taxiway R from Runway 13L-31R to the existing full-strength concrete portion of Taxiway R, and the partial demolition of Bypass Taxiway RC in the Object Free Areas of Taxiways R and RC. Construction elements include asphalt demolition, placement of PCC pavement, lighting and signage, pavement markings, grading and sodding.

Bid Alternate 2 consists of the placement of new asphalt shoulders along the new Taxiway R concrete pavement. This work includes placement of P-403 asphalt.

Bid Alternate 3 consists of the demolition of a portion of bypass Taxiway RC outside the Object Free Areas of Taxiways R and RC, and the conversion of the remaining asphalt to be utilized as a Vehicle Service Road for the Airport. This work includes saw cutting, pavement marking obliteration, asphalt pavement excavation, and embankment.

Bid Alternate 4 includes new asphalt roadway connections from the remaining bypass Taxiway RC pavement to the new asphalt VSR stub-outs. This work includes clearing and grubbing, unclassified excavation, and asphalt paving.

Bid Alternate 5 consists of the milling and replacement of the top five inches (5") of asphalt paving on Runway 13L-31R and connecting asphalt taxiways to approximately the limits of the Runway 13L-31R Safety Area. Construction site preparation elements include milling and placement of new asphalt concrete pavement for approximately 5,200-feet x 100-feet of existing Runway 13L-31R, 200-feet x 50-feet of existing Taxiway M, 550-feet x 75-feet of existing Taxiway A, 220-feet x 150-feet of existing Taxiway P, 190-feet x 75-feet of existing Taxiway D. This work includes placement of temporary lighting, and new pavement markings. Asphalt millings gathered from the Alternate 5 work area will be transported to existing FAA equipment access roads or stockpiled according to the plans.

Construction includes site excavation, embankment, grading, and sodding. Taxiway R pavement construction will consist of 16-inches of Portland Cement Concrete PCC paving (P-501) on 12-inches of cement-treated base course (CTB) (P-304) on 6-inches of crushed aggregate base course (P-209) on 6-inches of lime treated subgrade (P-155).

This work also includes mobilization, insurance and bonds, Airport safety and security, storm water pollution prevention, preparing right-of-way, clearing and grubbing, unclassified excavation, subgrade preparation, lime treated subgrade, base course, asphalt and concrete paving, all construction surveying, staking and layout, all existing utility locating, protection of all existing utilities and facilities, site dewatering, wildlife attractant mitigation, Contractor quality control including testing and inspection, pavement saw cutting, pavement marking removal, new pavement marking, electrical demolition, electrical duct bank, conduit and conductors, temporary jumper cables, communication cables, Airfield Lighting Control and Monitoring System (ALCMS) modifications, directional bored duct banks, inner-duct, junction can plazas, edge lights and guidance signage installation, installing FAA furnished fiber optic cable, and Engineer's field office and curing facility.

Minimum General Requirements: Respondent shall meet the following minimum requirements:

- Project team shall have experience planning and executing multi-staged logistical phasing activities while maintaining uninterrupted aircraft operations.
- Project team shall have experience in coordinating and organizing multiple correlated schedules.
- Project Manager, Superintendent and General Foremen shall have experience in general construction as it pertains to Municipal Solid Waste (MSW) / Construction Debris Waste (CDW), airfield paving and electrical, and full knowledge of construction administrative processes.
- Project team shall have collaborative experience working with the owner and design team to maintain coordination and schedule as it pertains to the project.
- Project team shall have experience in managing multiple shifts and multiple crews.
- Project team shall have experience in monitoring and maintaining workforce in a secure area.

Schedule: If awarded, Respondent shall prepare, provide and monitor a master schedule, maintaining weekly updates of planned, on-going, and completed work activities throughout the duration of work. Contractor shall define schedule as number of total calendar days from contract award to substantial completion and beneficial use.

Respondents normal working hours are a six (6) day work week, with a working day measured from sunrise to sundown Monday through Saturday unless alternate work hours are requested and approved in

advance. This project will require night work and shall be coordinated and scheduled with sufficient notice given to Airport Operations.

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

1. Contractor's personnel are required to wear an identification photo ID at all the times when performing work under this contract. Contractor's personnel will be required to pass a background check for facilities where access is restricted to the general public. Procedures for obtaining an Airport badge are included in **Exhibit "H"**.
2. 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.
3. Extreme care shall be taken to safeguard existing facilities, existing equipment and site amenities on or around the construction site. Any damage to public and private property 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.
4. 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, a two-week notification to the Project Manager is required.
5. All work shall be performed during normal working hours comprised of a six (6) day work week, with a working day measured from sunrise to sundown Monday through Saturday unless alternate work hours are requested and approved in advance or required of the project. Special circumstances may arise where it will be required for the Contractor to work overnight. Contractor may perform work after 5PM for ease of activity but not billable at premium rate.
6. 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 secure and access doors locked at all times. All equipment and tools should be properly locked and secured, as the City is not responsible for vandalism and theft.
7. 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. If deemed necessary by owner, the Contractor shall install temporary walls and hard ceiling per airport standards and specifications, barricades or other means to control access to limit unauthorized persons. Contractor shall be prohibited from posting signs which advertise their business without prior written authorization from the City. Contractor shall coordinate signage with Owner, install and remove as required. 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.

8. The Contractor is required to remove and properly dispose of any trash, rubbish litter and debris found on the premises 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. Contractor shall ensure a clean environment in work space, as route for material transfer outside of work space. No materials or debris shall be burned or buried on site. All waste must be landfilled in an authorized facility, approved by the City.
9. 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.

Health and Safety: The Contractor is responsible for complying with all local, State, and Federal regulations regarding demolition and transportation of MSW for the duration of this Contract.

Plans and Specifications of the Construction Documents: May be purchased at a cost of \$100.00 per set (tax included) from the office of Kimley-Horn and Associates, Inc., 601 NW Loop 410, Suite 350, San Antonio, TX 78216. No refund will be made for plan sets that are returned. Documents may also be downloaded on the CivCast website at <https://www.civcastusa.com/bids>. Answers by Consultant and/or City shall be posted on the CivCast website or given in writing to all prospective Respondents in Amendment form to this solicitation. All provisions and requirements of such issued amendments shall supersede or modify affected portions of the Plans and Specifications. All addenda shall be made a part of the Project's Contract Documents. No other explanation or interpretation, with regard to provisions and/or requirements, shall be considered official or binding upon City. Amendments shall be posted on the CivCast website at <https://www.civcastusa.com/bids>, along with the Project solicitation documents. Respondent understands and agrees that Respondent is responsible for obtaining all issued Amendments and adhering to all requirements in any issued Amendments. City shall not be responsible for incorrect information obtained through other sources.

Calendar Days: Respondent understands and agrees that this is a calendar day Contract for the substantial completion of the Project.

Contract Budget: The estimated Contract value not to exceed is \$21,100,000.00.

Bid Pricing: The prices shall be valid through November 30, 2020.

Liquidated Damages for Delay in Substantial Completion and Final Completion: The Contractor will be expected to begin construction in accordance with Article 1, General Provisions, Section I.2.4, Notice to Proceed and Commencement of Contract Times in the General Conditions, City of San Antonio Construction Contracts. In the event the selected Respondent fails to achieve Substantial Completion and/or Final Completion of the Project by the dates established for Substantial Completion and/or Final Completion, Respondent hereby accepts and agrees it shall pay City the sum indicated on the table below for each and every calendar day of unexcused delay in achieving Substantial Completion and/or Final Completion beyond the Scheduled Completion/Final Completion dates. Any sums due and payable hereunder to City shall be payable, not as a penalty, but as Liquidated Damages representing an estimate of delay damages sustained by City, estimated at the time of executing the Contract. Such Liquidated Damages shall apply regardless of whether Respondent has been terminated by City prior to Substantial Completion, so long as Respondent's actions or inactions contributed to the delay. Such Liquidated Damages shall be in addition to and not in preclusion of any recovery of actual damages resulting from other defects in Respondent's performance hereunder, for matters other than delays in Substantial Completion/Final Completion. When City reasonably believes that Substantial Completion/Final Completion will be inexcusably delayed, City shall be entitled, but not required, to withhold from any amounts otherwise due to Respondent an amount then believed by City to be adequate to recover Liquidated Damages applicable to such delays. If and when Respondent overcomes the delay in achieving Substantial Completion and/or Final Completion or any part thereof, for which City has withheld payment, City promptly shall release to Respondent those funds withheld but no longer

applicable as Liquidated Damages. The Liquidated Damages for each project element and/or phase are displayed in the following tables:

Contractual Milestone No.	Contractual Milestone Description and Requirements	Start Date (Condition that must be met for work to begin).	Duration	Liquidated Damages
Base Bid (if Base Bid is awarded, Bid Alternates 1 and 2 are NOT awarded) PHASE 1				
1	(Taxiway R West End CLOSED) (Runway 13L-31R CLOSED)	Coordinated: Taxiway R Closure Shall be Started on January 18, 2021. May be performed concurrent with Phases 2 and 3 ONLY.	755 Calendar Days	\$5,000.00 per day
Base Bid (if Base Bid is awarded, Bid Alternates 1 and 2 are NOT awarded) Phase 1A – Bridge Removal / Pavement Demolition				
1A	(Taxiway R West End CLOSED) (Runway 13L-31R CLOSED)	Coordinated: May be started as coordinated with Airport Operations and taxiway closed	55 Calendar Days	\$5,000.00 per day
Base Bid (if Base Bid is awarded, Bid Alternates 1 and 2 are NOT awarded) Phase 1B – Excavate Overburden / Remove and Dispose of MSW / Place Clay Cap				
1B	(Taxiway R West End CLOSED) (Runway 13L-31R CLOSED)	Coordinated: May be started when all BMPs and Environmental Requirements are Approved.	465 Calendar Days	\$5,000.00 per day
Base Bid (if Base Bid is awarded, Bid Alternates 1 and 2 are NOT awarded) Phase 1C – Embankment Placement of Stockpile / Borrow Embankment				
1C	(Taxiway R West End CLOSED) (Runway 13L-31R CLOSED)	Coordinated: Cannot be started until Phase 1B is complete and Environmental Clearance Given	235 Calendar Days	\$5,000.00 per day

Contractual Milestone No.	Contractual Milestone Description and Requirements	Start Date (Condition that must be met for work to begin).	Duration	Liquidated Damages
Base Bid, Bid Alternate 1 (if Base Bid and Bid Alternate 1 are awarded, Bid Alternate 2 is NOT awarded) PHASE 1				
1	(Taxiway R West End CLOSED) (Runway 13L-31R CLOSED)	Coordinated: Taxiway R Closure Shall be Started on January 18, 2021. May be performed concurrent with Phases 2 and 3 ONLY.	885 Calendar Days	\$5,000.00 per day
Base Bid, Bid Alternate 1 (if Base Bid and Bid Alternate 1 are awarded, Bid Alternate 2 is NOT awarded) Phase 1A – Bridge Removal / Pavement Demolition				
1A	(Taxiway R West End CLOSED) (Runway 13L-31R CLOSED)	Coordinated: May be started as coordinated with Airport Operations and taxiway closed	55 Calendar Days	\$5,000.00 per day
Base Bid, Bid Alternate 1 (if Bid and Bid Alternate 1 are awarded, Bid Alternate 2 is NOT awarded) Phase 1B – Excavate Overburden / Remove and Dispose of MSW / Place Clay Cap				
1B	(Taxiway R West End CLOSED) (Runway 13L-31R CLOSED)	Coordinated: May be started when all BMPs and Environmental Requirements are Approved.	465 Calendar Days	\$5,000.00 per day
Base Bid, Bid Alternate 1 (if Base Bid and Bid Alternate 1 are awarded, Bid Alternate 2 is NOT awarded) Phase 1C – Embankment Placement of Stockpile / Borrow Embankment / Construct Taxiway R				
1C	(Taxiway R West End CLOSED) (Runway 13L-31R CLOSED)	Coordinated: Cannot be started until Phase 1B is complete and Environmental Clearance Given	350 Calendar Days	\$5,000.00 per day
Bid Alternate 1 (if Bid Alternate 1 is awarded) Phase 1D – Demolition of Taxiway RC Bypass inside the Taxiways R and RC Object Free Areas				
1D	(Bypass Taxiway RC permanently CLOSED)	Coordinated: Night work only. Cannot be started until Phase 1C is complete and Environmental Clearance Given.	15 Calendar Days	\$5,000.00 per day

Contractual Milestone No.	Contractual Milestone Description and Requirements	Start Date (Condition that must be met for work to begin).	Duration	Liquidated Damages
Base Bid, Bid Alternate 1, Bid Alternate 2 (if Base Bid, Bid Alternate 1, and Bid Alternate 2 are awarded) PHASE 1				
1	(Taxiway R West End CLOSED) (Runway 13L-31R CLOSED)	Coordinated: Taxiway R Closure Shall be Started on January 18, 2021. May be performed concurrent with Phases 2 and 3 ONLY.	905 Calendar Days	\$5,000.00 per day
Base Bid, Bid Alternate 1, Bid Alternate 2 (if Base Bid, Bid Alternate 1, and Bid Alternate 2 are awarded) Phase 1A – Bridge Removal / Pavement Demolition				
1A	(Taxiway R West End CLOSED) (Runway 13L-31R CLOSED)	Coordinated: May be started as coordinated with Airport Operations and taxiway closed	55 Calendar Days	\$5,000.00 per day
Base Bid, Bid Alternate 1, Bid Alternate 2 (if Base Bid, Bid Alternate 1, and Bid Alternate 2 are awarded) Phase 1B – Excavate Overburden / Remove and Dispose of MSW / Place Clay Cap				
1B	(Taxiway R West End CLOSED) (Runway 13L-31R CLOSED)	Coordinated: May be started when all BMPs and Environmental Requirements are Approved.	465 Calendar Days	\$5,000.00 per day
Base Bid, Bid Alternate 1, Bid Alternate 2 (if Base Bid, Bid Alternate 1, and Bid Alternate 2 are awarded) Phase 1C – Embankment Placement of Stockpile / Borrow Embankment / Construct Taxiway R / Construct Asphalt Shoulders				
1C	(Taxiway R West End CLOSED) (Runway 13L-31R CLOSED)	Coordinated: Cannot be started until Phase 1B is complete and Environmental Clearance Given	370 Calendar Days	\$5,000.00 per day
Bid Alternate 1 (if Bid Alternate 1 is awarded) Phase 1D – Demolition of Taxiway RC Bypass inside the Taxiways R and RC Object Free Areas				
1D	(Bypass Taxiway RC permanently CLOSED)	Coordinated: Night work only. Cannot be started until Phase 1C is complete and Environmental Clearance Given.	15 Calendar Days	\$5,000.00 per day

Contractual Milestone No.	Contractual Milestone Description and Requirements	Start Date (Condition that must be met for work to begin).	Duration	Liquidated Damages
Bid Alternate 5 (if awarded) PHASE 2				
2	(Runway 13L-31R CLOSED)	Coordinated: May be started as coordinated with Airport Operations and runway closed. Must be performed concurrent with Phases 1 and 3 ONLY.	28 Calendar Days	\$5,000.00 per day
Bid Alternate 5 (if awarded) Phase 2A – Runway 13L-31R / Taxiways M, A, P Mill and Overlay				
2A	(Runway 13L-31R CLOSED) (Taxiways J, M, A, P CLOSED north of Runway 13R-31L)	Coordinated: May be started as coordinated with Airport Operations and taxiways closed	14 Calendar Days	\$5,000.00 per day
Bid Alternate 5 (if awarded) Phase 2B – Runway 13L-31R / Taxiway D Mill and Overlay				
2B	(Runway 13L-31R CLOSED) (Taxiway D CLOSED north of Runway 13R-31L)	Coordinated: May be started as coordinated with Airport Operations and taxiways closed	7 Calendar Days	\$5,000.00 per day
Bid Alternate 5 (if awarded) Phase 2C – Runway 13L-31R Mill and Overlay				
2C	(Runway 13L-31R CLOSED) (Taxiway N CLOSED north of Runway 13R-31L)	Coordinated: May be started as coordinated with Airport Operations and taxiways closed	2 Calendar Days	\$5,000.00 per day
Bid Alternate 5 (if awarded) Phase 2D – Runway and Taxiway Pavement Markings				
2D	(Runway 13L-31R CLOSED)	Coordinated: May be started as coordinated with Airport Operations and taxiways closed locally	5 Calendar Days	\$5,000.00 per day

Contractual Milestone No.	Contractual Milestone Description and Requirements	Start Date (Condition that must be met for work to begin).	Duration	Liquidated Damages
Bid Alternate 5 (if awarded) PHASE 3 – Place Asphalt Millings on FAA Roads				
3	(No closures required)	Coordinated: May be started as coordinated with Airport Operations and areas closed locally. Must be performed concurrent with Phases 2 and 3 ONLY.	14 Calendar Days	\$1,000.00 per day

Contractual Milestone No.	Contractual Milestone Description and Requirements	Start Date (Condition that must be met for work to begin).	Duration	Liquidated Damages
Alternate 3 and Alternate 4 (if awarded) PHASE 4 – Demolish Existing Bypass Taxiway RC and Convert to Vehicle Service Road				

4	(Bypass Taxiway RC permanently CLOSED)	Coordinated: May be started upon completion of Phase 1. May not be performed concurrent with any other Phase.	50 Calendar Days	\$5,000.00 per day
Alternate 3 (if awarded) Phase 4A – Demolish Existing Bypass Taxiway RC outside Taxiways R and RC Object Free Areas				
4A	(Bypass Taxiway RC permanently CLOSED)	Coordinated: May be started upon completion of Phase 1.	35 Calendar Days	\$5,000.00 per day
Alternate 3 (if awarded) Phase 4B – Connect remaining Bypass Taxiway RC asphalt pavement to new VSR stub-outs				
4B	(Bypass Taxiway RC permanently CLOSED)	Coordinated: May be started upon completion of Phase 1.	15 Calendar Days	\$5,000.00 per day

Contractual Milestone No.	Contractual Milestone Description and Requirements	Start Date (Condition that must be met for work to begin).	Duration	Liquidated Damages
	FINAL COMPLETION (To be achieved no more than 30 Calendar Days after Substantial Completion)		30 Calendar Days	\$5,000.00 per day

General Conditions for City of San Antonio Construction Contracts: Respondents shall review City’s General Conditions for City of San Antonio Construction Contracts, provided and attached hereto, labeled as **Exhibit “A”** and incorporated herein by reference, and provide written comments with concerns regarding said General Conditions in Respondent’s submitted proposal under **“Tab 3”**. If Respondent does not have any comments and/or concerns, Respondent shall indicate this in Respondent’s submitted proposal under **“Tab 3”**. If no objections are submitted by the Respondent, City shall presume that Respondent accepts the terms, conditions and requirements of City’s General Conditions.

Wage and Labor Standard Provisions and Prevailing Wage Rates: The selected Respondent shall comply with City Ordinance Number 2008-11-20-1045, concerning Wage and Hour Labor Standard Provisions for City of San Antonio Construction Projects (amending City Ordinance Number 71312). This is a public works Contract and Chapter 2258 of the Texas Government Code requires that not less than the prevailing wage rate for work of a similar character in this locality shall be paid to all laborers, workmen and mechanics employed in the construction of this Project. This prevailing wage requirement includes overtime regulations. Respondent shall refer to the General Wage Decision Number TX20200007 dated January 3, 2020, attached hereto, incorporated by reference herein and labeled as **Exhibit “B”**.

Payment and Performance Bonds: Upon City Council approval, the selected Respondent shall furnish City with payment and performance bonds, in accordance with the provisions of Chapter 2253 of the Texas Government Code required for this Project have been attached hereto, incorporated by reference herein and labeled as **Exhibit “C”**.

Additional Supplemental General Conditions Required for Aviation Department Projects: Respondents shall review the additional supplemental general conditions that include extension of contract time for adverse weather, survey layout, staging areas, and other information, prior to preparing the RFCSP, incorporated by reference and labeled as **Exhibit “D”**.

Soil Management Plan: Respondents shall follow the instructions stated in the Soil Management Plan to handle all required tests and if soil is imported or exported from the site, incorporated by reference and labeled as **Exhibit “E”**.

Special Conditions for Construction Within the Air Operations Area (AOA): Respondents shall review the special conditions for construction with the AOA that include security, operations, storage and marshalling areas, navigation equipment, and other information, prior to preparing the RFCSP, incorporated by reference and labeled as **Exhibit “F”**.

Environmental Work and Soil Screening Plan: Respondents shall review the environmental work and soil screening plan, required for the excavation of Municipal Solid Waste (MSW), incorporated by reference and labeled as **Exhibit “G”**.

Construction Security Plan: Respondents shall review the requirements for construction projects, plan requirements such as an access plan, escorting and badging plan, delivery locations, fence and gate signage, badging process, authorized signatory, training, payment and fees, access control, smart key system, security violations, incorporated by reference and labeled as **Exhibit “H”**.

Safety Bulletins and Notes: Respondents shall review safety bulletin 13-01, *Operations Safety on Airports during Construction*, and bulletin 15-02, *Airport Rules and Regulations*, and bulletin 17-01, *Proper Way to Wear Safety Vests*, and other information, incorporated by reference and labeled as **Exhibit “I”**.

Crane and/or Temporary Construction Equipment Procedures: The successful Respondent shall comply and give sufficient notice to Airport Operations prior to using a crane or temporary construction equipment, incorporated by reference and labeled as **Exhibit “J”**.

FAA General Provision Specifications: Respondents shall review the FAA general provision specifications, as these specifications are mandatory for all project funded under Federal grant assistance programs, including the Airport Improvement Program (AIP), incorporated by reference and labeled as **Exhibit “K”**.

Civil Technical Specifications (Base Bid): Respondents shall review the FAA civil technical specifications, as these specifications are mandatory for all project funded under Federal grant assistance programs, including the Airport Improvement Program (AIP), incorporated by reference and labeled as **Exhibit “L”**.

Civil Technical Specifications (Bid Alternate 5): Respondents shall review the FAA civil technical specifications incorporated by reference and labeled as **Exhibit “M”**.

Electrical Technical Specifications: Respondents shall review the FAA electrical technical specifications, as these specifications are mandatory for all project funded under Federal grant assistance programs, including the Airport Improvement Program (AIP), incorporated by reference and labeled as **Exhibit “N”**.

Municipal Solid Waste (MSW) Material Specifications: Respondents shall review the MSW material technical specifications, incorporated by reference and labeled as **Exhibit “O”**.

Storm Water and Other Specifications: The Respondent shall review the storm water, mobilization, preparing right-of-way specifications, barricades, signs and traffic handling specifications, project schedules, requirements for 2 project signs, incorporated by reference and labeled as **Exhibit “P”**.

Federal Aviation Administration (FAA) Advisory Circulars: The Respondent shall review the FAA advisory circulars, including FAA Advisory Circular AC 150/5210-5D, *Painting, Marking and Lighting of Vehicles used on an Airport*; FAA Advisory Circular AC 150/5370-2G, *Operational Safety on Airports During Construction*; and FAA Advisory Circular AC 150/5200-33B, *Hazardous Wildlife Attractions on or Near Airports*, as these advisory circulars are mandatory for all project funded under Federal grant assistance programs, including the Airport Improvement Program (AIP), incorporated by reference and labeled as **Exhibit “Q”**.

Construction Safety and Phasing Plan (CSPP): Aviation safety is the primary consideration at Airports, especially during construction. The San Antonio International Airport (SAT) Construction Safety and Phasing Plan (CSPP) and the Contractor’s Safety Plan Compliance Document (SPCD) are the primary tools to ensure safety compliance when coordinating construction activities with Airport operations. These documents identify all aspects of the construction project that pose a potential safety hazard to Airport operations and outline respective mitigation procedures or a required Contractor response for each hazard. The CSPP sets forth benchmarks and requirements for the project to help ensure the highest levels of safety, security and efficiency at the Airport at the time of construction. Guideline requirements for the CSPP are developed from FAA Advisory Circular 150/5370-2G *Operational Safety on Airports During Construction*. The CSPP is incorporated by reference and labeled as **Exhibit “R”**. The CSPP is a standalone document which has been specifically made a part of the design and construction documents for the Project. The Respondent shall review the CSPP and the successful Respondent shall prepare and submit the SPCD for review and approval.

Construction Plans: Respondents shall carefully review the construction plans (drawings), incorporated by reference and labeled as **Exhibit “S”**, and shall satisfy themselves as to the character, quality and quantities of work to be performed, materials to be furnished, and as to the requirements of the Contract.

Insurance Requirements: All Respondents shall carefully review the City of San Antonio’s Insurance Requirements, incorporated by reference and labeled as **Exhibit “T”**.

III. SCHEDULE OF EVENTS

The following tentative schedule has been prepared for this project:

Pre-Submittal Conference	Thursday, April 9, 2020
Deadline for Submission of Written Questions	Tuesday, April 21, 2020
Responses Due	Tuesday, May 12, 2020
Interviews, if necessary	Monday, June 29, 2020
Anticipated City Council Consideration	October, 2020

IV. PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference is scheduled to be held on Thursday, April 9, 2020 from 10:00AM to 11:00AM by Webex conferencing only. Respondent is encouraged to prepare and submit its questions in writing three (3) calendar days in advance of the Pre-Submittal Conference, in order to expedite the proceedings.

City’s response to questions received by this due date will be posted on the CivCast website at <https://www.civcastusa.com/bids>.

The Webex meeting call-in information is below. A presentation will also be presented through Webex. Please contact Brian Miracle at Brian.Miracle@sanantonio.gov to request meeting invite for web viewing.

Call in Number: +1-415-655-0001
 Meeting Number: 808 624 883

Any oral responses provided by City staff at the Pre-Submittal Conference shall be preliminary. 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 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. PROPOSAL DOCUMENT REQUIREMENTS AND EVALUATION CRITERIA

City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFCSP. City may appoint a selection committee to perform the evaluation(s) of the received proposals. Each proposal received by City shall be analyzed to determine overall responsiveness and qualifications to the RFCSP. The selection committee may select all, some or none of the Respondents. If City elects to conduct interviews, Respondent may be interviewed and re-scored based upon these same criteria or other criteria, to be determined by the selection committee.

Respondent's proposal shall include the following items in the following sequence in PDF format:

1. **SUBMITTAL CHECKLIST AND TABLE OF CONTENTS (Form #1) (Indexed and Labeled as "Tab 1")** – Respondent shall include the completed Submittal Checklist and Table of Contents form.
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 including contact information.
5. **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 Work** 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.

City shall conduct a comprehensive, fair and impartial evaluation of all proposals received, in response to this RFCSP. It currently is anticipated City shall appoint and utilize a selection committee to perform said evaluation.

The following Evaluation Criteria shall be used, in recommending the award of this Contract:

A. Experience, Background, Qualifications of Firm, Key Personnel, and Key Sub-Contractors (20 points)

Respondent shall respond to the following items, as they relate to Scope of Work:

1. **Experience (Indexed and Labeled as "Tab 5")** – City shall consider the relevance of past experience of Respondent. Respondent shall provide a narrative, on (1) page, describing the Respondent's qualifications, as they relate to the referenced scope of services in this solicitation.

2. Project Sheets (Indexed and Labeled as “Tab 6”) – Respondent’s proposal shall include a maximum of three (3) aviation project sheets, limited to one (1) page for each aviation project included, which shall describe similar aviation paving projects and/or Municipal Solid Waste (MSW) remediation projects Respondent has completed within the last five (5) years. Each project sheet shall include the following:

1. Name and description of the completed project, including any similarity to the Project defined in this solicitation, including familiarity with TCEQ regulations; and with FAA specifications, such as earthwork, drainage, P-401/P-403 asphalt paving, P-501 concrete paving, P-620 taxiway painting, quality issues with paving, coordination with Airport Operations, airfield electrical installation and testing, and runway closures.
2. Year(s) of work on the cited project.
3. Respondent’s role in the cited project.
4. Project manager.
5. Superintendent.
6. Cited project’s original and final construction Contract amounts (explain inconsistencies).
7. Cited project’s proposed completion date and the actual completion date achieved (explain inconsistencies) and if there were any liquidated damages assessed.
8. Cited project’s owner’s name and the name of the representative (if different) who served as the day-to-day liaison for the cited project, in the following format:
 - a. Name of Owner: _____
 - b. Name of Owner’s representative: _____
 - c. Representative’s phone number: _____
 - d. Representative’s E-mail: _____

3. Proposed Key Personnel/Organizational Chart (Indexed and Labeled as “Tab 7”) – Provide a detailed organizational chart of Respondent’s proposed team, identifying key personnel who will be committed to work on the various tasks for this Contract.

Label assignments as:

- Project Manager.
- Full time on-site Superintendent.
- Safety Coordinator.
- Chief Estimator.
- Project Scheduler.
- Quality control program manager and field technicians.
- Quality control materials laboratory.
- Licensed land surveyor registered in the state of Texas.
- Proposed subcontractors, suppliers and sub-consultants.

4. Resumes (Indexed and Labeled as “Tab 8”) – Respondent shall submit one (1) 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 shall include:

- The license type (if applicable) and number of years licensed.
- Number of years employed with the firm.
- Number of years’ experience in proposed role corresponding to the assignments included in the organizational chart.
- City of residence.
- Experience with FAA funded horizontal projects such as runway and taxiway construction or runway and taxiway reconstruction projects, if any.
- Experience with projects involving MSW and/or coordination with TCEQ, if any.
- Experience with projects involving methane removal and/or mitigation, if any.

B. Understanding of the Project and Construction Management Plan (25 points)

Respondent shall describe its understanding of the Project and specific issues and challenges Respondent likely sees shall be involved, as well as the availability of labor resources (Respondent's capacity to perform) in executing the scope of work required. Respondent shall submit information in a brief narrative plan clearly and concisely describing the challenges it foresees and its approach to managing the Project.

1. Project Understanding (Indexed and Labeled as "Tab 9")

Respondent shall limit its response to the following items to one (1) page:

- Describe Respondent's understanding of the primary objectives of the Project;
- Describe the constraints and technical challenges related to design and construction Respondent foresees and Respondent's approach to addressing each;
- Prepare and attach a preliminary critical path method schedule for construction.

2. Construction Management Plan (Indexed and Labeled as "Tab 10")

Respondent shall limit its response to the following items to a total of two (2) pages:

- Describe Respondent's project management approach and team organization, for the provision of the services outlined in this solicitation.
- Describe Respondent's Quality Control/Quality Assurance process, approach and capabilities to maintain quality control of the construction documents and construction.
- Describe Respondent's approach to managing the quality of Subcontractors.
- Describe Respondent's ability to coordinate work with all Project stakeholders.
- Describe Respondent's approach to assuring timely completion of construction, including methods for schedule recovery, if necessary.

3. Managing Construction Claims (Indexed and Labeled as "Tab 11") List all claims your firm has had with the City as well as other Airports, Port Authorities and public agencies to include dollar amounts, during the last 5-years and explain how they were settled (settled with the Owner, mediation, arbitration, litigation, etc.)

- Describe your approach to managing and resolving Contractor claims and disputes.
- Describe your approach to managing and resolving Subcontractor claims and disputes.

C. Overall Evaluation of the Firm/Team and its Ability to Collaborate with Owner and Designer. (20 points) (Indexed and Labeled as "Tab 12")

Respondent shall limit its response to the following items to two (2) pages.

1. Describe how you proactively involve the Owner and Designer to implement project cost and time savings. Explain the specific changes presented to provide cost or time savings to the Owner.
2. Provide discussion for possible ways to accelerate the Project by revising the phasing and/or the paving sections with a time savings to the City with consideration for shorter runway or taxiway closure durations. Detail any potential cost savings to the City.

D. Price Proposal (15 points)

City shall evaluate Respondent's **Price Proposal** for the base proposal. Respondent's Price Proposal will be entered in the **Bid Form** section of the CivCast website at <https://www.civcastusa.com/bids>. The submitted Price Proposal reflecting the lowest price total including the base proposal, allowances (if any) and all City-accepted alternates (if any) shall receive the maximum fifteen (15) points. Points to be awarded for this criterion shall be calculated per the example listed below:

Formula: Lowest price proposal/Firm's price proposal X 15 points = Score. **Example:**

Respondent	Proposal Amount (Including Allowances and All Alternates)	Calculation	Points Awarded
A	\$650,000.00	595,000/650,000 x 15	13.73
B	\$625,000.00	595,000/625,000 x 15	14.28
C	\$600,000.00	595,000/600,000 x 15	14.88
D	\$595,000.00	595,000/595,000 x 15	15.00

E. Disadvantaged Business Enterprise (DBE) Program Requirements (20 points)

1. RFCSP DBE Requirements

- 1.1 It is the policy of the City of San Antonio that disadvantaged business enterprises (DBEs), as defined under 49 CFR Part 26, shall have “equality of opportunity” to participate in the awarding of federally funded Aviation Department Contracts and related subcontracts, to include sub-tier subcontracts. This policy supports the position of the U.S. Department of Transportation (DOT) in creating a level playing field and removing barriers by ensuring nondiscrimination in the award and administration of Contracts financed in whole or in part with federal funds under this Contract. Therefore, on all DOT-funded projects the DBE program requirements of 49 CFR Part 26 applies to the Contract.
- 1.2 The Respondent agrees to employ good-faith efforts (as defined in the Aviation Department’s DBE Program) to carry out this policy through award of subcontracts to disadvantaged business enterprises to the fullest extent consistent with the sufficient performance of the Aviation Department Contract, and/or the utilization of DBE suppliers where feasible. Aviation Department respondents are expected to solicit bids from available DBEs on Contracts which offer subcontracting opportunities.
- 1.3 Respondent specifically agrees to comply with all applicable provisions of the Aviation Department’s DBE Program. The DBE Program may be obtained through the Airport’s DBE Liaison Officer at (210) 207-3592 or by contacting the City’s Aviation Department.
- 1.4 Notification is hereby given that a DBE Contract specific goal has been established on this RFCSP. The applicable DBE goal for Remove Bridge, Remove MSW and Reconstruct Taxiway R (Connector) (Package 7) is **19%**.
- 1.5 The Respondent shall appoint a high-level official to administer and coordinate the Respondent’s efforts to carry out the DBE/ Policy and Program requisites. The Respondent’s official should coordinate and ensure approval of the required “*Good-Faith Effort Plan*” (**Form #7**).
- 1.6 The Respondent shall maintain records, as specified in the audit and records section of the Contract, showing: (i) all subcontract/supplier awards, specifically awards to DBE firms; (ii) specific efforts to identify and award such Contracts to DBEs; and (iii) submit when requested, copies of executed Contracts to establish actual DBE participation.
- 1.7 The Respondent shall agree to submit periodic reports of subcontract and/or supplier awards to DBE firms in such form and manner and at such times as the Aviation Department shall prescribe and shall provide access to books, records, and accounts to authorized officials of the City, Aviation Department, state, and/or federal

agencies for the purpose of verifying DBE participation and good-faith efforts to carry out the DBE Policy and Program. All Aviation Department Respondents may be subject to a post-contract DBE audit. Audit determination(s) may be considered and have a bearing in the evaluation of a Respondent's good-faith efforts on future Airport Contracts.

- 1.8** All Respondents with Contracts subject to formal review and approval shall make good-faith efforts (as defined and approved by the City through the Aviation Department in its DBE Program) to subcontract and achieve the applicable Contract specific DBE goal with certified DBEs. Respondents failing to achieve the applicable Contract specific DBE goal or Respondents failing to maintain the specific DBE goal percentage involvement initially achieved, will be required to provide documentation demonstrating that they have made good-faith efforts in attempting to do so through the submittal of an Aviation Department approved "*DBE Good-Faith Effort Plan*". Respondents are required to satisfy applicable DBE program requirements prior to the award of the Aviation Department Contract. Respondents must submit a *DBE Good-Faith Effort Plan (Form #7)* or they will be considered non-responsive.
- 1.9** The City and Aviation Department encourage the Respondent/Contractor to utilize currently approved and certified DBE firms on the Contract for DBE goal achievement and credit purposes. The Aviation Department utilizes the services of the South-Central Texas Regional Certification Agency (SCTRCA) to certify DBE eligibility status. Please contact the SCTRCA at 3201 Cherry Ridge St., Building B, Suite-210, San Antonio, TX 78230 and phone: (210-227-4722) for information regarding DBE trade areas or to apply for DBE status.

The Aviation Department accepts DBE certification from any one of the six (6) certifying agencies under the Texas Unified Certification Program (TUCP) – Texas Department of Transportation (TxDOT), North Central Texas Regional Certification Agency (NCTRCA), South Central Texas Regional Certification Agency (SCTRCA), City of Houston, City of Austin, and the Corpus Christi Regional Transportation Authority.

- 1.10** The following DBE-related contractual clause shall be applicable and is specifically included as part of the Contract. Respondents/Contractors shall also include this clause in each subcontract the prime Contractor signs with a subcontractor.

"The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-funded contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate".

Additionally, Contractors agree to the following prompt payment and retainage payment clause:

"The Prime Contractor agrees to pay each subcontractor under this Prime Contract for satisfactory performance of its Contract no later than fifteen (15) days from the receipt of each payment the Prime Contractor receives from the City of San Antonio. The Prime Contractor further agrees to return retainage payments to each subcontractor within fifteen (15) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval from the City of San Antonio. This Clause applies to both DBE and non-DBE subcontractors".

1.11 All changes to the list of subcontractors submitted with the bid and approved by the City or Aviation Department, including major vendors, shall be submitted for review and approval by the Aviation Department's DBE Liaison Office. **Form #9, Change of Subcontractors/Suppliers** is to be completed and submitted to Aviation Department officials for approval when adding, changing, or deleting subcontractors on Airport projects. *Contractors shall make a good-faith effort to replace DBE subcontractors unable to perform on the Contract with another DBE.*

1.12 Failure or refusal by a Respondent or Contractor to comply with the DBE provisions herein or any applicable provisions of the DBE Program, either during the solicitation process or at any time during the term of the Contract, may constitute a material breach of Contract, whereupon the Contract, at the option of the Aviation Department, may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be debarred from further Contracts with the City of San Antonio.

2. Counting Joint Ventures

2.1. Joint Ventures do not have to be fifty-one percent (51%) DBE owned in order to be counted toward the participation goal. Joint ventures that do not include any DBE firms will not count toward the goal.

A joint venture with ownership of DBE partners in any percentage will be counted for that percentage equal to the distinct, clearly defined portion of the work of the Contract that the DBE performs with its own forces, (provided the DBE ownership is real and substantial and the DBEs are performing a commercially useful function).

2.2. The required documentation to be submitted to the City, along with the proposal, for Joint Ventures with DBE partners shall include:

a. DBE LLC/Joint Venture Information (Form #10)

b. The Joint Venture Agreement for the specific Contract including a detailed statement of ownership.

c. Corporate resolutions or other documents authorizing the firms to enter into the Joint Venture.

d. A description of the work to be performed by all the Joint Venture Partners.

e. Proof of current certification status of the individual DBE venture partners.

3. Reconsideration Mechanism

3.1. The Aviation Department's DBE Liaison will evaluate the "good faith efforts" of a firm. If after reviewing the good faith efforts submitted by Proposer, the DBE Liaison determines that the Respondent has failed to adequately document its good faith efforts, then the Respondent shall have the opportunity to provide written documentation or argument, to the Aviation Director, concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Respondent will have the opportunity to meet in person with the Aviation Director to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The Aviation Director will provide a written decision on reconsideration explaining the basis of his decision. In cases of dispute, the final decision in determining whether Good Faith Efforts have been made rests with the Aviation Director.

3.2. The Aviation Director may determine that the efforts of the Respondent substantially comply with the purpose of this program and such determination is in the best interest of the DBE Program and the City. However, if the Aviation Director determines that the Respondent did not make good faith efforts to meet the goal, the decision is not administratively appealable to the Department of Transportation.

4. Compliance

4.1. If a Respondent is awarded a Contract:

- 4.1.1. The bidder/respondent must not terminate for convenience a DBE subcontractor (or an approved substitute DBE and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without the City's prior written consent. When a DBE subcontractor is terminated, or fails to complete its work on the Contract for any reason, the bidder/respondent must notify the City immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.
- 4.1.2. The Respondent will be required to make good faith efforts to find another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal the City has established for this Contract.

The Respondent will be required to obtain the DBE Liaison's prior approval of the substitute DBE, through the submittal of *Change of Subcontractors/Suppliers (Form #9)* and to provide copies of new or amended subcontracts, or documentation of good faith efforts. If the Respondent fails or refuses to comply in the time specified, our office may issue a termination for default.

5. Contract Requirements

The goals on this Contract shall also apply to amendments that require work beyond the scope of services originally required to accomplish the project. The Respondent is asked to make "good faith efforts" to obtain DBE/ participation for additional scope(s) of services. Amendments that do not alter the type of service originally required to accomplish the project may be undertaken using the subcontractor and suppliers already under Contract to the prime Contractor. Any amendment affecting the scope of service or value of the Contract should be documented on a form acceptable to the City.

6. Proposal Requirements

Respondent shall submit the following, indexed and labeled within "Tab 13" in the proposal:

- A completed and signed *DBE Good Faith Effort Plan* for Federally Funded Contracts (**Form #7**), found in this RFCSP.
- A completed *Bidder's List Collection Form* (**Form #11**).
- A completed *Letter(s) of Intent* (**Form #8**) for all firms to be utilized on this Contract. If proposed subcontractor(s)/suppliers are certified, attach a copy of their Certification Affidavit to Form #7. If Respondent is a Joint Venture, submit the required Joint Venture documentation described in RFCSP (**Form #10**).
- A Narrative Statement which describe their:
 - Business Diversity Plan which should include, but not be limited to, the following types of information: commitment in addressing diversity; activities to be taken to assure equal employment opportunity for all persons, regardless of race, color, religion, age, national origin, citizenship status, or disability; and institutional strategies to ensure diversity.
 - Positive Historical DBE utilization on previous Contracts.
 - Efforts to achieve significant and meaningful diversity on this project team compilation.
 - *Note:* Narrative Statement does not have a limit and shall be included with submittal, placed at the end of the DBE section.

- 6.1.** The selection process for this RFCSP will be based on the information submitted by Respondent as set forth in the Disadvantaged Business Enterprise (DBE) Program Requirements and Forms and utilize the following selection criteria for DBE participation evaluation purposes:
- Firm(s) presented a Business Diversity Plan and/or policy to the City.
 - Firm(s) presented a positive historical DBE utilization on previous Contracts.
 - Firm(s) includes DBEs in significant and meaningful diversity on this project team compilation.
 - Firm(s) meets the DBE goal.

EVALUATION FOR RFCSP

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 Summary	Maximum Points
A. Experience, background, qualifications of firm, key personnel, and key sub-contractors.	20
B. Understanding of the Project and Construction Management Plan.	25
C. Overall Evaluation of the Firm/Team and its Ability to Collaborate with Owner and Designer.	20
D. Price Proposal	15
E. Disadvantaged Business Enterprise (DBE) Program Requirements	20
Total Maximum Points	100 Points

Required Forms (to be uploaded individually):

Respondent shall upload the following forms at <https://www.civcastusa.com/>. City shall conduct due diligence and analysis of the following required forms:

1. **RESPONDENT SUBMITTAL COVER SHEET / SIGNATURE SHEET (Form #3)** – Respondent shall include the completed Submittal Cover/Signature Sheet with the other required forms. The 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.
2. **DISCRETIONARY CONTRACTS DISCLOSURE FORM (Form #4)** – 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 Discretionary Contracts Disclosure Form.

3. **LITIGATION DISCLOSURE FORM (Form #5)** – 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 shall complete and submit a separate Litigation Disclosure Form.
4. **CERTIFICATE OF INTERESTED PARTIES TEC FORM 1295 (Form #6)** – Effective January 1, 2016, the City of San Antonio is required to comply with Texas Government Code, Chapter 2252, Subchapter Z, and 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 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, 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.

5. **PROPOSAL GUARANTEE**

Each Offer Proposal must be accompanied by an original proposal guarantee issued by a corporate surety company licensed to conduct business in the State of Texas, in the amount of not less than five percent (5%) of the greatest total amount of proposal.

6. **PROOF OF INSURABILITY**

Respondent shall submit a copy of its current insurance certificate.

7. **DBE GOOD FAITH EFFORT PLAN (Form #7)** – DBE participation shall be evaluated based on the participation plan and other information submitted by respondent as set forth in the Disadvantaged Business Enterprise Program Requirements and Forms.

The following DBE Participation Percentage Points (20% total) shall be utilized for the award of this project:

- a) Up to 10 percentage (10%) points based on Narrative Statement
 - Business Diversity Plan / Outreach to small business community
 - Respondent has achieved significant and meaningful diversity in its team compilation
 - Respondent has shown positive DBE utilization on previous Contracts
 - b) Up to 10 percentage (10%) points based on Respondent's meeting the DBE goal.
 - Percentage points will be based on the percentage of the goal met.
 - Respondents meeting the goal will receive 10 points.
 - Respondents attaining 50% of the goal will receive 5 points.
 - Respondents attaining 25% of the goal will receive 2.5 points
 - Less than 25% will be evaluated proportional to the level of utilization identified by the respondent.
8. **LETTER OF INTENT FOR FEDERALLY FUNDED CONTRACTS (Form #8)** – A Letter of Intent shall be submitted for all subcontractors/suppliers listed below with the Respondent's proposal.
 9. **CHANGE OF DBE SUBCONTRACTORS (Form #9)** – Should the successful Respondent change DBE subcontractors, Form #9 shall be used. Approval from the City is required for all changes or additions of subcontractors and suppliers on Federally Funded Contracts.
 10. **DBE LIMITED LIABILITY COMPANY / JOINT VENTURE (Form #10)** – Respondents shall complete the form when limited liability companies and/or joint venture agreements are proposed. Approval from the City is required for LLC and/or joint venture subcontractors and suppliers on Federally Funded Contracts.
 11. **BIDDERS LIST COLLECTION FORM (Form #11)** – This form shall be completed by every bidder who submits a quote/bid to the City of San Antonio and every potential subcontractor who submitted a quote/bid to each bidder on the project as indicated above; §26.11(c) requires recipients to collect information from all bidders and subcontractors, including unsuccessful ones.
 12. **MANDATORY FAA CONTRACT CLAUSES (Form #12)** – Federal laws and regulations require that a recipient of federal assistance, such as the City of San Antonio, include specific clauses in certain Contracts, solicitations, or specifications. Each respondent shall review and execute the Airport Improvement Program (AIP) funded construction Contracts Mandatory Contract clauses and complete the applicable portions and upload with their proposal.
 13. **SAT LOCK AND KEY CONTROL FORM (Form #13)** – Each Respondent shall review and execute the SAT lock and key control form and upload with their proposal.

VI. SUBMISSION INSTRUCTIONS

All proposals shall be received in CivCast at <https://www.civcastusa.com> **NO LATER THAN 2:00 P.M. CST ON FRIDAY, MAY 12, 2020.** Any Proposal received after this time shall not be considered.

Proposals sent by facsimile or email shall 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 **Section V**, Submittal Document Requirements and 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.
- Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper or other materials are not required or encouraged.

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** 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 proposal. If Respondent does not have access to the Internet, Respondent shall notify City, in accordance with **Section VIII, Restrictions on Communication**, 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 RFCSP and all changes to this RFCSP, if any, shall be made by City only in writing.

VIII. RESTRICTION ON COMMUNICATIONS

Respondent is prohibited from communicating with elected City officials and their staffs regarding this RFCSP or Respondent's proposal from the time this RFCSP has been released until the Contract is posted as a City Council agenda item. A person or entity who seeks or applies for a City Contract, or any other person acting on behalf of such person or entity, is prohibited from contacting City Officials and/or employees, regarding such a Contract after a request for proposal (RFP), request for qualification (RFQ), request for competitive sealed proposals (RFCSP) or other discretionary solicitation has been released. This no-contact provision shall conclude when the Contract is posted as a City Council agenda item. If a contact is required with City Officials and/or employees, such contact shall be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by Respondents or their agents may lead to disqualification of their offer 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.

These restrictions on communications extend to “thank you” letters, phone calls, emails and all other contact that results in the direct or indirect discussion of this RFCSP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent’s proposal from consideration.

Exceptions to the restrictions on communication with City employees include:

1. Respondent may ask questions concerning this RFCSP at the Project’s Pre-Submittal Conference.
2. Respondent is highly encouraged to submit written questions concerning this RFCSP through the CivCast website at <https://www.civcastusa.com/bids> until 4:00 PM (Local Time), Tuesday, April 21, 2020. Questions received after the stated deadline shall not be answered. All questions should be sent to the CivCast website. Questions sent via email shall not be accepted.
3. Respondents and/or their agents are encouraged to contact the Aviation Department’s DBE Liaison Officer for assistance or clarification with issues specifically related to the DBE policy and/or completion of the DBE forms. The point of contact, Barbara Patton, may be reached by telephone at (210) 207-3592 or by e-mail at Barbara.Patton@sanantonio.gov. Respondents and/or their agents may contact Mrs. Patton at any time prior to the due date for submission of proposals. Contacting her or her office regarding this RFCSP after the proposal due date is not permitted.
4. 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.
5. Respondent shall 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 the interview stage of this selection, if any, verbal questions to Respondent and Respondent’s answers and explanations shall be permitted. If interviews are conducted, Respondent shall not bring lobbyists. City reserves the right to exclude any persons from such selection committee meetings/interviews as it deems in City’s best interests.

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.

- A. A Contract, if awarded, shall be awarded to a Respondent whose proposal is deemed most advantageous to City, as determined by the selection committee and upon the approval by the San Antonio City Council.
- B. City may accept any proposal in whole or in part. If subsequent Contract negotiations are conducted, such negotiations shall not constitute a rejection or alternate RFCSP 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 proposals or reject any or all proposals received in response to this RFCSP and to waive informalities and irregularities in any proposal received. City also reserves the right to terminate this RFCSP, reissue a subsequent solicitation and/or remedy technical errors in the RFCSP process.
- D. By executing the Submittal Cover / Signature Sheet, Respondent agrees to be bound by the terms therein. Respondent acknowledges it has received all Addenda and agrees to be bound by the terms, conditions and requirements of this submitted proposal, all documents listed in the RFCSP Submittal Checklist and Table of Contents, the enabling City Ordinance and all of the associated documentation that form the entire Contract to which Respondent shall be bound, upon the approval of the San Antonio City Council. All Contract documents are not binding on City until approved by the San Antonio City Attorney’s office and the San Antonio City Council. No work shall commence on the subject Project until Respondent provides the necessary evidence of bonds and insurance required in City’s General Conditions for City of San Antonio Construction Contracts 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 RFCSP does not commit City to enter to an agreement or award any services related to this RFCSP, nor does it obligate City to pay any costs incurred by Respondent in the preparation or submission of a response or in anticipation of a Contract.
- F. City administers its design and construction management through an Internet-based management system. All vendors shall be required to use City's system and submit Project schedules as City dictates.
- G. **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.
- H. 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. (Discretionary Contracts Disclosure) – Instructions and link to electronic form are included in **Form #3** of RFCSP.

Independent Contractor: Respondent understands, accepts and agrees, 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.

- I. Effective January 1, 2006, 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 completed Conflict of Interest Questionnaire (hereafter referred as "CIQ"), with City Clerk not later than the seventh (7th) business day after the date that the person:
 - (1) Begins Contract discussions or negotiations with City; or
 - (2) Submits to City an application, response to a request for proposal, offers, correspondence or another writing related to a potential agreement with City. The CIQ form is available from the Texas Ethics Commission at: <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

In addition to the CIQ form, City requires individuals to submit a CIQ Addendum. The CIQ Addendum is available from City:
<http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf>.

Completed CIQ forms and CIQ addendum forms may delivered by hand to the Office of the City Clerk, Municipal Records Facility, at 719 S. Santa Rosa, San Antonio, TX 78204 or may be mailed to the Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. Respondent shall consult its own legal advisor if it has any questions regarding the statute, CIQ form or CIQ Addendum.

- J. All proposals become the property of City upon receipt and shall not be returned. Any information deemed to be confidential by Respondent clearly should be 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.

- K.** Any cost or expense incurred by the Respondent associated with the preparation of its proposal, the Pre-Submittal Conference or during any phase of the selection process, if any, shall be borne solely by Respondent.
- L. Solicitation Process Review:** If Respondent desires a review of the solicitation process followed by City, Respondent shall deliver a written request to the Aviation Department within seven (7) calendar days from the date the Notice of Non-Selection was sent. When the Aviation Department receives a timely written request, the Aviation Department (or his/her designee) shall review Respondents concerns and City's solicitation process for legitimacy and procedural correctness. After performing a full review, the Aviation Department shall notify Respondent in writing of his/her determination.
- M. Debriefings:** In an effort to improve solicitation responses, the Aviation Department is making available on its website a "Solicitation Response Tip List" that includes the top common items historically that "make or break" submissions to City. Providing this information prior to the due date of the proposal may provide Respondent with an opportunity to develop a better response for a solicitation. As a result of this up-front effort, each Respondent is entitled to one (1) debriefing per calendar year – available after the San Antonio City Council has made the award sought by Respondent – if Respondent:
- (a) is not the selected Respondent; and
 - (b) has not been debriefed since January 1, 2020. Once Respondent has been debriefed, it shall not be eligible for future debriefings within that calendar year. Any Respondent meeting the above criteria that desires an individual proposal debriefing shall deliver a written request to the Aviation Department within seven (7) calendar days from the date a Notice of Non-Selection was sent.
- N.** City reserves the right to verify any and all information submitted by Respondents at any time during the solicitation/evaluation process.
- O.** Final approval of a selected firm(s) is subject to the action of the San Antonio City Council.
- P.** City reserves the right to contact any Respondent to negotiate a Contract, if such action is deemed desirable by City.

Q. TEXAS GOVERNMENT CODE §2270.002:

Texas Government Code §2270.002 provide 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.

Q.1 "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.

Q.2 "Company" means a for-profit sole proprietorship, 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.

By submitting an offer to or executing Contract Documents with the City of San Antonio Aviation Department, 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 affirmation is found to be false, City may terminate the Contract for material breach.

- R. TEXAS GOVERNMENT CODE § 2252.152:** 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". Consultant/Contractor hereby 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 hereby relies on Consultant's/Contractor's certification. If found to be false, or if Consultant/Contractor is identified on such list during the course of its Contract with City, City may terminate this Agreement for material