



REQUEST FOR PROPOSALS (RFP)

ON-CALL ENVIRONMENTAL ABATEMENT SERVICES (ASBESTOS, LEAD, MOLD, AND INDUSTRIAL WASTE) RFP: PW061621JEC

Release Date: June 16, 2021
Proposals Due: August 3, 2021; 2:00 P.M. Central Time (CT)

This solicitation has been identified as High-Profile.

PROHIBITED CAMPAIGN CONTRIBUTIONS

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

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

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

****For this solicitation, the first-day contributions are prohibited is **Wednesday, June 30, 2021.*****
The first day contributions may be made is the 31st day after the contract is approved at a City Council “A” Session.

RESTRICTIONS ON COMMUNICATIONS

In accordance with and as authorized by Section 2-61 of the City Code, the following restrictions on communications apply to this solicitation: Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFP or proposal from the time the RFP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an “A” session; and 2) City employees from the time the RFP has been released until the contract is approved at a City Council “A” session.

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

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

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General Conditions	Exhibit A
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DBE Program Provisions	Exhibit C
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Forms for Submittal with Proposal:

Submittal Checklist and Table of Contents	Form 1
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Required Forms (to be uploaded individually):

Submittal Cover/Signature Sheet	Form 2
Contracts Disclosure Form	Form 3
Litigation Disclosure Form	Form 4
DBE Good Faith Efforts Plan	Form 5
DBE Commitment Agreement Form	Form 6

ON-CALL ENVIRONMENTAL ABATEMENT SERVICES (ASBESTOS, LEAD, MOLD, AND INDUSTRIAL WASTE) (RFP# PW061621JEC)

I. BACKGROUND

The City of San Antonio (City), Public Works Department (PW) is seeking proposals from qualified firms (Respondents) through this Request for Proposals (RFP), to provide on-call or as needed environmental abatement services (asbestos, lead, mold, & industrial waste) for various City projects in various locations. Typical work to be performed consists of asbestos and lead abatement, mold remediation, and industrial waste removal, transportation, and disposal. Although there are aspects for performance that require specialized training and certification, these services do not require professional engineering services. Awarded firms (Consultants) will be required to follow abatement and/or industrial waste specifications, and local, State, and Federal regulations when handling these materials.

The awarded Consultants shall provide environmental abatement services on an as-needed basis for time sensitive situations in connection with this RFP and resulting Contract(s) for **a one-year initial term with an option to extend three (3), one-year renewal periods for a total contract(s) not to exceed amount of \$4,000,000.00, for all contracts awarded and all terms to include initial terms and extensions.** The City anticipates awarding multiple contracts as a result of this RFP.

II. SCOPE OF WORK AND GENERAL REQUIREMENTS

This On-Call Contract will use Indefinite Delivery Orders (IDO) and Indefinite Delivery Quantities (IDQ) to respond to and perform environmental abatement related activities mentioned above. The services to be provided will be used on an as-needed basis. Work to be performed under this Contract will consist of removal of asbestos containing materials (ACM), lead based paint and mold, and industrial waste materials (such as PCB containing ballasts, mercury-containing fluorescent lamps, etc.) from City facilities and unsafe structures scheduled for demolition. As directed, the Consultant shall remove ACM and industrial waste from City facilities scheduled for demolition and/or renovation. The structure's condition may be in varying states of degradation with some flood, fire, and/or structural damage. The Consultant must have the training, experience, and professional knowledge to manage the different tasks under this Contract. The Consultant will be required to generate, maintain, and provide copies of waste manifests to the PW 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.

The scope of work may include projects that require immediate response (24 hours after the initial notification to Consultant by the City). Most of the work orders will require the Consultant 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.

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 the Price Proposal are subject to negotiation between the City and the Consultant.

WORK ORDERS

- A. The Consultant shall be verbally notified of the proposed scope of work. At such time, the selected Consultant might be requested to meet with the City representative, inspect the proposed work site, and discuss the specific scope of work for each proposed work order. The selected Consultant is required to submit a written cost estimate proposal to the City Environmental Project Manager based on the contract unit prices as established on Civcast. The Consultant must also submit a timeline schedule for the projected date of completion. Only the applicable unit prices submitted on Civcast 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 Consultant. If the costs of services submitted by the Consultant 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 Consultant 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 Consultant prior to releasing the task order. The Consultant shall not proceed with the work activities until the Consultant receives approval through the PRIMELink system.

- B. Consultant shall be required to coordinate required third-party air monitoring with the City's representative Environmental Consultant (City's On-call Consultant). This On-call Consultant will provide project management, air monitoring services, post-abatement sampling, and post clearance sampling for environmental abatement projects to be conducted by the Consultant.
- C. When working with mold, the Consultant is responsible for following the Administrative Rules of the Texas Department of Licensing and Regulation (TDLR) 16 Texas Administrative Code, Chapter 78 (Effective September 1, 2018) and the Texas Occupations Code, Chapter 1958, concerning mold assessment and remediation.
- D. When working with lead, the Consultant is responsible for following the Texas Environmental Lead Reduction Rules included in the Texas Administrative Code, Title 25, Chapter 295, Subchapter I; the US Environmental Protection Agency (EPA), Renovation, Repair and Painting (RRP) program rules; and the US Department of Housing and Urban Development (HUD), Lead Safe Housing Rules, 24 CFR Part 35, Subparts B through M.
- E. When performing an asbestos or lead abatement project, Consultant is required to submit all the required documentation (as required by the Texas Department of State Health Services (TDSHS) to the assigned On-call Consultant and EMD, for review and approval. The Consultant must receive written documentation from the City's Environmental Project Manager and the PRIMELink system before any work begins.
- F. When performing a mold remediation project, Consultant is required to submit all the required documentation (as required by the Texas Department of Licensing and Regulation (TDLR) to the assigned On-call Consultant and EMD, for review and approval. The Consultant must receive written documentation from the City's Environmental Project Manager and the PRIMELink system before any work begins.
- G. When performing an asbestos or lead abatement and/or a mold remediation project, Consultant must submit the TDSHS/TDLR notification and all notice amendments to the City Environmental Project Manager prior starting to work. Any schedule changes by the Consultant shall require the Consultant to amend the TDSHS/TDLR notification and send copies of the original amendment to the City Environmental Project Manager for approval. It is mandatory that the Consultant coordinate and receive approval from the EMD on any and all amended start dates. It is the Consultant's responsibility to forward all amended original TDSHS/TDLR notification copies to the City's On-call Consultant and the local TDSHS/TDLR office. Upon completion of the project, the Consultant is responsible for all administrative fees associated with the notification. Payment verification will be required at the completion of the project.
- H. Consultant shall be required to take all necessary actions to timely perform removal of ACM and/or industrial waste from City facilities and other designated structures as scheduled for renovation or demolition. The Consultant must adhere to the line items included in the scope of work, budget approved, and specifications set out herein. The Consultant will be responsible for submitting and adhering to the proposed schedule, and for providing updates and/or schedule modification to the City Environmental Project Manager if the project schedule changes.
- I. The City utilizes the PRIMELink Program Management tool for invoicing and payment. The Consultant will be required to have an email account and access to a computer with internet access through an internet Browser. The Consultant 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 Consultant with the system and will provide procedures and processes for PRIMELink. For Windows 10, OS 32/64 bit, the following browsers are supported: Firefox 68.4+ (ESR); Chrome 79.x +; Microsoft Edge 44+; Firefox Quantum. For Mac OS X 10.15 (Catalina), OS 32/64 bit, the following browsers are supported: Safari 13.x +; Firefox 68+ (ESR); Chrome 79.x +.
- J. Consultant shall be required to maintain all the required training and certifications to perform the work included in this contract. The awarded Consultant(s) is responsible for reviewing and complying with 29 CFR 1910.120, addressing engineering controls, work practices, training, medical surveillance, personal protective equipment (PPE), etc. for employee protection from exposure to hazardous substances and safety and health hazards. Consultant is also responsible for reviewing and complying with 29 CFR 1926, governing safety and health regulations for construction workers.
- K. All Consultant's employees are required to obtain a City issued Identification card, by providing a copy of their Driver License at the beginning of the contract. Only Consultant's employees with a City issued ID card will be allowed to work on City projects.
- L. At the beginning of the contract, Consultant is required to submit an electronic copy of their overall Health and Safety Plan (H&SP) to the City for documentation purposes. The plan will be reviewed for accuracy and completeness in relationship to the tasks required under this contract. The cost of complying with 29 CFR 1910.120, 29 CFR 1926, and any other rule

and regulation required to perform the tasks as part of this contract, during the duration of the contract, is incidental to the line items included in the bid form on Civcast.

- M. Consultant is responsible for selecting licensed and regulated facilities approved to receive these wastes.
- N. Consultant is responsible for manifesting the waste going to the disposal facility. EMD and/or the On-call Consultant will provide supporting documentation when necessary.

SUBMISSION OF DOCUMENTATION

The Consultant must submit the following documentation prior starting their contract with the City:

- A. Consultant's Comprehensive Health and Safety Plan, including copies of the 40-hrs. HAZWOPER certifications and Refresher for all employees to be working on the present contract.
- B. Consultant is responsible for submitting updated personnel documentation, as when new employees are hired to work under this contract. Consultant is responsible for submitting updated changes of personnel required for removal of materials prior to demolition.
- C. Copies of certificate of accreditation and State licenses for site supervisor, as an asbestos abatement contractor supervisor must be included in the Consultant's Health and Safety Plan.
- D. Within five (5) days of Notice to Proceed for each work order, the Consultant must submit a list of the Consultant's principal staff assignments, including the Superintendent and other personnel (specifically, abatement worker personnel) in attendance at the respective site(s); identify individuals, their duties and responsibilities; list their addresses and telephone numbers. These documents will also be available on-respective site(s) during abatement activities for future inspection by the City and others.
- E. Consultant is responsible for forwarding all original TDSHS/TDLR notification copies to the City's On-Call consultant and the local TDSHS/TDLR office.
- F. Consultant is responsible for submitting payment of all the necessary permits to begin work. Consultant will be reimbursed for payment of these permits by submitting backup documentation with invoice through the PRIMELink system.
- G. TDSHS/TDLR notification should be readily available for the City's On-call Consultants and the TDSHS/TDLR Representative.
- H. All required submittals and postings will be submitted to the City Environmental Project Manager prior starting the work.
- I. Consultant 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 15 days after the tasks are completed.
- J. In order to process payment, Consultant must provide waste manifests, proof of administrative fees payment, and final report documenting the activities to EMD, within 30 days after project is completed.

REQUIREMENTS FOR PROJECTS SCHEDULED FOR DEMOLITION

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

Emergency Work

- A. Consultant must have a qualified and authorized person(s) who can be reached by mobile phone or email during the company's non-regular work hours (after work, weekends, holidays, etc.). This individual should be accessible to be contacted in case of an emergency project.
- B. Consultant must perform a site visit of a work site or structure(s) within 24 hours of the first telephone communication with the City. This 24-hour period may include weekends and official City holidays. During this site survey, the Consultant representative and City Environmental Project Manager will discuss project quantities, scope of work, and work schedule for the project.

- C. Consultant must begin work at the site on the exact day agreed upon in the written proposal. Any changes in scheduling, including a later start date or early completion of a project, must be coordinated with, and approved by the City representative.
- D. In some instances, Consultant may be required to subcontract the services of a moving company to move equipment/furniture prior to abatement. Line items for the moving services have been included in the bid form on Civcast.
- E. Consultant shall be available to perform emergency abatement, and removal of industrial waste activities upon request.
- F. If Consultant receives authorization from the City to work on a given project as “Emergency Work,” the Consultant is entitled to receive additional compensation for overtime, as long as the Consultant submits documentation showing overtime was paid to the employees working on the City’s project.

GENERAL REQUIREMENTS

- A. Consultant should have the capability to work on a minimum of three (3) structures simultaneously and complete at least 15 abatement projects a month. Examples of these projects are: 3 commercial buildings of approximately 2,000 sq. feet each; 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 Consultant to work with special projects, such a multi-story building of approximately 20,000 sq. feet.
- B. Consultant is required to properly and safely remove, manage, and dispose of asbestos-containing materials and industrial waste materials according to Federal, State and local regulations and industry work practices. The wastes may consist of but are not limited to the following: thermal system insulation (TSI), such as pipe insulation, pipe elbows, and pipe runs; surfacing materials, such as walls, ceilings, flange beams or other structural members; and miscellaneous materials, such as gypsum wallboard and joint compound, ceiling tiles, textured wall material, vinyl flooring, flooring mastic, asphalt roofing, mold, lead based paint, and liquid and/or solid industrial waste.

WORK REQUIREMENTS

- A. Consultant must assume full responsibility and liability for compliance with all applicable Federal, State, and local regulations pertaining to permitting, work practices, hauling, disposal, safety of workers, visitors to the site, and persons occupying areas adjacent to the project site.
- B. Consultant is responsible and required to provide medical examinations to their employees and maintaining medical records of personnel as required by the applicable Federal, State, and local regulations related to exposure to asbestos and industrial waste.
- C. Consultant shall provide a full-time Licensed Supervisor who is experienced in administration and supervision of asbestos abatement projects including work practices, protective measures for building and personnel, disposal procedures, etc. This person is the Consultant's Representative responsible for compliance with all applicable Federal, State and local regulations, particularly those relating to asbestos-containing materials.
- D. Consultant shall provide labor, materials, equipment, and insurance to complete the work specified, including, but not limited to, the removal, transportation and proper disposal of industrial materials, and special wastes as universal waste. Work must be performed in accordance with all Federal, State, and local regulations.
- E. All industrial waste and special wastes shall be transported by an authorized hauler to an authorized facility. Transporters must be insured and licensed and maintain the appropriate permits as required by the City of San Antonio Solid Waste Department, as required for the waste material that is to be hauled.
- F. The selected Consultant 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.

TRAINING

The majority of the tasks required as part of this contract have the potential to expose the worker to industrial waste.

- A. 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 Consultant 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.
- B. The personal protective equipment to be worn by the Consultant' personnel shall be identified and described in the Consultant's Health and Safety plan and should abide by 29 CFR 1910.120 HAZWOPER. It is the Consultant'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 Consultant at the beginning of this contract and submitted to the City's Environmental Contract Manager before starting any work assignment.
- C. The Consultant 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 Consultant 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.
- D. The Consultant must ensure all workers are properly trained according to the TDSHS when working with lead and the TDLR when working with mold and the different functions supporting the project. Specific training requirements and training providers can be found at: <http://www.dshs.texas.gov/>.

REMOVAL, CLEAN-UP, TRANSPORTATION, AND DISPOSAL OF INDUSTRIAL WASTE

- A. The Consultant in some instances may be required prior to the demolition or renovation of a structure, to remove, clean-up, transport and dispose of universal and industrial waste. These materials include but they are not limited to, fluorescent light bulbs, mercury-vapor lights, PCB ballast, lead-acid batteries, high-intensity discharge lights, solid/liquid Class 2 or 3 non-industrial waste, etc.
- B. The selected Consultant shall provide proper containers or drums for Class 2 or Class 3 non-industrial solid waste or other waste, as defined by TCEQ ("Guidelines for the Classification and Coding of Industrial and Industrial Waste," 30 TAC Sections 335.501-.521, Subchapter R).
- C. The Consultant may be responsible for the placement of the solid waste into drums. In some instances, the solid waste will be placed already in the drums requiring only transportation and disposal. The City's On-call consultant may assist the Consultant in preparing the waste characterization form by providing the required laboratory analyses, but the Consultant is responsible for obtaining the waste disposal approvals. The Consultant shall dispose of all waste in accordance with all applicable Local, State, and Federal regulations to an authorized disposal facility. The Consultant will sign all waste manifests on behalf of the City as the generator. A third-party authorization would be issued for this task.
- D. The Consultant may clean-up some affected media associated with the removal of universal and industrial waste. The affected media may need to be placed in drums or containers for waste characterization and disposal purposes. The City's On-Call consultant may assist the Consultant in preparing the waste characterization form by providing the required laboratory analyses, but the Consultant is responsible for obtaining waste disposal approvals. The Consultant shall dispose of all waste in accordance with all applicable Local, State, and Federal regulations to an authorized disposal facility. The Consultant will sign all waste manifests on behalf of the City as generator. A third-party authorization would be issued for this task.

ADDITIONAL ENVIRONMENTAL REQUIREMENTS

- A. The Consultant 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 Consultant 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 Consultant shall install temporary fencing, barricade tape, or other means to control access to unauthorized persons. Costs associated with site security and safety should be included in the specific proposal for a given project. Work methods and quality control measures are the responsibility of the Consultant. The City reserves the right to approve or suspend work methods considered unsafe, illegal, or ultimately detrimental to the project or the City.

B. The Consultant must perform all work under this contract in accordance with all Local, State, and Federal regulations required to do the work order. The Consultant must follow the TCEQ, the TDSHS, and the TDLR rules and regulations, when applicable. The Consultant must possess all applicable licenses, permits, insurance, and training required to perform environmental work activities. The applicable laws, regulations, and policies, include, but are not limited to:

- 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 L (General Industry Standards for Mold)
- 25 TAC 295 Subchapter I (General Industry Standards for Lead)
- USEPA Renovation, Repair and Painting (RRP) program rules
- USHUD Lead Safe Housing Rules, 24 CFR Part 35, Subparts B through M

C. Fee Proposal Preparation (Bid Form on Civcast)

A. Line items included in the bid proposal are line items used in previous City projects, however, this listing is not all inclusive. Once the Consultant determines the additional line items required for the specific project, but not included in the bid form, the City will negotiate those line items at the time of proposal submittal.

All line items that involve removal must include the cost of packaging (drums/boxes), removal, transportation, and disposal. Please consider these issues when providing pricing.

Line item included in the bid form from 1 to 45 pertain to asbestos abatement; from 46 to 69 pertain to hazardous building materials waste; from 70 to 83 pertain to equipment rental; from 84 to 168 pertain to lead-based paint abatement; from 169 to 197 pertain to mold remediation; from 198 to 230 pertain to general and other items.

III. SCHEDULE OF EVENTS

The following tentative schedule has been prepared for this project:

Pre-Submittal Conference	July 7, 2021, at 10:00 AM, CT
Deadline for Submission of Written Questions:	July 13, 2021, at 4:00 PM, CT
Responses Due:	August 3, 2021 at 2:00 PM, CT
Evaluation of Proposals, <i>Interviews, if necessary</i>	September 2021
Anticipated City Council Consideration	October 2021

IV. PRE-SUBMITTAL CONFERENCE

A non-mandatory Pre-Submittal Conference is scheduled for **July 7, 2021 at 10:00 A.M. CT**. The Pre-Submittal Conference will be held via WebEx meeting. Prospective Respondents may join the WebEx using the following instructions:

Join by phone: 1-415-655-0001

Meeting number (access code): 1778 38 9523

Meeting password: gfWs9FKuD29

Join meeting: <https://sanantonio.webex.com/sanantonio/j.php?MTID=m8686e679786690f54f4083a0c8e379f3>

Attendance at the Pre-Submittal Conference and Site Visit is optional, but highly encouraged.

Respondent is encouraged to submit written questions concerning this RFP through the Civcast website at least five (5) calendar days in advance of the Pre-Submittal Conference, in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference, as well as being posted on the Civcast website at <https://www.civcastusa.com/bids>.

Any oral responses provided by City staff at the Pre-Submittal Conference and Site Visit (if any) shall be preliminary. A written

summary of the Pre-Submittal Conference and Site Visit shall contain City's official responses to issues raised during the Pre-Submittal Conference and Site Visit and posted on the Civcast website at <https://www.civcastusa.com/bids>. Any oral response given at the Pre-Submittal Conference and Site Visit that is not confirmed in the posted written summary from the Pre-Submittal Conference and Site Visit 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 RFP. City will appoint a selection committee to perform the evaluation of the received proposals. Each proposal received by City shall be analyzed to determine overall responsiveness and qualifications to the RFP. The selection committee may select Respondents who are judged to be reasonably qualified for interviews, depending on whether further information is needed. Interviews are not an opportunity to change a submission. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. City may also request information from Respondents at any time prior to final approval of a selected Respondent or seek best and final offers from Respondents deemed reasonably qualified for award. Final approval of a selected respondent is subject to the action of the San Antonio City Council.

Respondent's proposal shall include the following items included in the Submittal Checklist & Table of Contents (**Form 1**) in the following sequence combined in PDF format:

1. **SUBMITTAL CHECKLIST AND TABLE OF CONTENTS (Form #1) (Indexed and labeled as "Tab 1")** – Respondent shall complete this form, which shall be used as the Table of Contents and as a checklist for Respondent's 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. **LETTERS OF REFERENCE (required) (Indexed and labeled as "Tab 3")** – Respondent shall provide a maximum of five (5) letters of reference including contact information.
4. **GENERAL CONDITIONS REVIEW (Indexed and labeled as "Tab 4")** – Respondent shall review the General Conditions and , provided hereto as RFP Exhibit A, and provide **written acknowledgment that Respondent accepts the terms**, conditions and requirements of the City's General Conditions, in Respondent's submitted proposal under "Tab 4".
5. **STATEMENT OF QUALIFICATIONS** – Respondent shall provide a narrative document, as outlined in the **Statement of Qualifications** below, addressing all evaluation criteria in **Section V** of this RFP considering the project defined in this solicitation. Sufficient information regarding Respondent's past projects and key personnel's experience shall be provided in Respondent's proposal to indicate its team, to include sub-consultants, has met or exceeded the minimum qualifications provided in **Section V** of this RFP in proposal.

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

A. **Experience, Background and Qualifications, Key Personnel, and Key Sub-Consultants (40 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 to include sub-consultants. Respondent shall provide a narrative, on (1) page, describing the Respondent's and team'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 submittal shall include, at maximum, five (5) project sheets, limited to one (1) page for each project, describing similar projects Respondent has completed within the last five (5) years, and shows the most relevant work experience for this project. Respondent may also submit one (1) additional project sheet showcasing a project of which they are particularly proud. Each project sheet shall include, at minimum, the following:
 - a. Name, description and dollar value of the completed project, including similarity to the Project scope defined in this solicitation;
 - b. Start and ending date of project;

- c. Project Manager;
- d. Superintendent;
- e. Cited project's original and final construction contract amounts (explain inconsistencies);
- f. Cited project's proposed completion date and the actual completion date achieved (explain inconsistencies);
- g. 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:
 - Name of Owner: _____
 - Name of Owner's Representative: _____
 - Representative's Phone Number: _____
 - 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 and sub-consultants who will be committed to work on the various tasks for this Contract.

Label assignments as:

- Project Manager
- Superintendent
- Supervisor/Crew Leader

4. Resumes (Indexed and Labeled as "Tab 8") – Respondent shall submit one (1) page resumes for all its key team members and sub-consultants. 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:

- 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

5. Experience with Green and Sustainability Practices (Indexed and Labeled as "Tab 9")

Respondent shall limit its response to the following items to a total of one (1) page.

- Describe Respondent's experience in green and sustainable practices in performing the scope of work as outlined in this RFP.

B. Understanding of the Project and Proposed 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 10")

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

- Describe Respondent's understanding of the primary objectives of the Project; and
- Describe the constraints and technical challenges related to design and construction Respondent foresees and Respondent's approach to addressing each.

2. Proposed Management Plan (Indexed and Labeled as "Tab 11")

Respondent shall limit its response to the following items to a total of three (3) 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.
- Describe Respondent’s plan for executing the project and provide a basic construction schedule that identifies perceived critical path items and milestones within the project scope.

3. Commitment to Green and Sustainability Initiatives, Practices and Implementation (Indexed and Labeled as “Tab 12”)

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

- Describe Respondent’s commitment to Green and Sustainability initiatives and practices and how these initiatives and practices will be incorporated into the services performed for the scope of work under this contract.
- Describe Respondent’s initiative in reducing Greenhouse Gas (GHG) emissions and Respondent’s plan to reduce the emissions during the performance of work to address the scope of work under this contract.

C. Experience with San Antonio Region and Past Performance (20 Points) (Indexed and Labeled as “Tab 13”)

The City is interested in evaluating Respondent’s team (including Sub-contractor(s), if applicable) experience with local processes and practices, as may be evidenced by work in San Antonio and/or the surrounding area, during the past five (5) years. In narrative form, using a maximum of two (2) pages for Respondent’s response and one (1) page for Sub-contractor(s) response, if applicable, briefly describe Respondent’s team experience in the areas listed below, referencing projects relating to that experience. (Note: Respondent may reference projects included in the project sheets under **Criteria A** above, but no additional project sheets shall be provided for this criterion, as the response shall be in narrative form.)

- Local area construction costs and practices;
- Local environmental community, conditions and constraints;
- Firm’s experience with private and public utilities within the San Antonio or surrounding area;
- Local site development; and
- Building code requirements

2. More than one (1) project may be referenced per page, and projects should be discussed in reverse chronological order. (Note: You may reference projects by project name included in the project sheets under **Criteria A** above or include other projects, but no additional project sheets shall be provided for this criterion, as the response shall be in narrative form.) If you are referencing a project that is not included in the project sheet section, please include the following information:

- a. Project name and description of scope.
- b. Respondent’s project role and work performed.
- c. Names of Respondent’s team members who worked on the project, if applicable.
- d. The contact information of the project’s owner or representative (if different) including name, email, and phone number.

Note a portion of the scoring for this **Section C** may be based on City’s Consultants’ Scorecard, experience with City projects and/or other documentation generated by City staff and previous City Consultants on other City projects. City shall consider the history of Respondent in complying with project programs, schedules and budgets on previous City projects. No items shall be submitted by Respondent for this criterion. **Respondent shall not be penalized if it has not done work on City of San Antonio projects.** Specific items used for consideration may include, but are not limited to:

- a. Timely completion of City projects.
- b. Cooperative working relationship with City.
- c. Prompt payment of Sub-consultants at all levels.
- d. Compliance with other City contract terms.
- e. Compliance with City Ordinances on substitution/addition/deletion of Sub-consultants.
- f. Compliance with City standards.
- g. Conformance to City budget requirements.

3. Reference checks, may be performed with Owners indicated on the submitted project sheets submitted as Tab “6” and considered as part of this criteria.

D. Price Proposal (15 Points)

City shall evaluate Respondent’s **Price Proposal**. Respondent shall enter Price Proposal amounts 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 twenty (15) points. Kindly refer to formula and example listed below:

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

Example:

RESPONDENT:	PROPOSAL AMOUNT (INCLUDING ALLOWANCES AND ALL ADDITIVE/DEDUCTIVE 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

Below is the Evaluation Criteria Summary for this RFP:

Evaluation Criteria Summary	Maximum Points
A. Experience, Background, Qualifications of Respondent, Key Personnel, and Key Sub-Consultants	40
B. Understanding of the Project and Proposed Management Plan	25
C. Experience with San Antonio Region & Past Performance	20
D. Price Proposal	15
Total Maximum	100 Points

Required Forms (to be uploaded individually):

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

- 1. SUBMITTAL COVER/SIGNATURE SHEET (Form #2)** – 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. CONTRACTS DISCLOSURE FORM (Form #3)** – Respondent shall complete the form online at: <https://webapp1.sanantonio.gov/ContractsDisclosure/>, print a copy of the completed form and include in the

packet of required forms. If Respondent is proposing as a team or joint venture, each party to that team or joint venture shall complete and submit a separate Contracts Disclosure Form.

3. **LITIGATION DISCLOSURE FORM (Form #4)** – Respondent shall complete a Litigation Disclosure Form, utilizing additional pages for explanation, if necessary, and submit the completed form. If Respondent is proposing as a team or joint venture, each party to that team or joint venture shall complete and submit a separate Litigation Disclosure Form.
4. **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM GOOD FAITH EFFORT PLAN (Form #5)** – Respondent shall submit a completed DBE Good Faith Efforts Plan.
5. **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM COMMITMENT AGREEMENT FORM (Form #6)** – Respondent shall submit a completed DBE Commitment Agreement Form. The PW Department and/or its Consultants agree to ensure that DBEs as defined in 49 CFR Part 26 (Exhibit C) have an equal opportunity to participate in the performance of contracts financed in whole or in part with federal funds provided under this agreement. In this regard the PW Department and its Consultants shall not discriminate on the basis of race, color, national origin, gender, or disability in the award and performance of TXDOT-assisted contracts.

THE DBE GOAL FOR THIS CONTRACT WILL BE 6.5%

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

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

Print your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert “City of San Antonio”. Where requested to provide the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFP 6100001234).

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

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

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

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

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

- (1) receives compensation from the business entity for the person’s participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

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

City 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. If applicable, 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

Online proposal submission will be via Civcast at <https://www.civcastusa.com/bids>. Online submission services will open for submitting proposals on **Wednesday, June 16, 2021 and close on Tuesday, August 3, 2021 at 2:00 P.M. CT**. Follow submittal instructions on <https://www.civcastusa.com/>.

For Proposal Opening or reading aloud of proposals, the names of the Respondents will only be read aloud publicly online through WebEx meeting at **2:00 p.m. CT**, on the day the bids are due. Respondents may join the WebEx using the following instructions:

Join by phone: 1-415-655-0001

Meeting number (access code): 177 023 1452

Meeting Password: 3HrMPWvWr58

WebEx Link: <https://sanantonio.webex.com/sanantonio/j.php?MTID=mc7e4d1be209b5a788596e6963fa96dc7>

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

Please adhere to the following criteria:

- Pages equal front only
- 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 & Evaluation Criteria, with each section divided by tabs and indexed, as indicated in this RFP.
- 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 no page limits for that section.

To correctly submit a response to this RFP, 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 RFP

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, that it wishes to receive copies of changes, amendments or written responses to questions by mail or facsimile.

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

VIII. RESTRICTION ON COMMUNICATIONS

Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFP or proposal from the time the RFP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an “A” session; and 2) City employees from the time the RFP has been released until the contract is approved at a City Council “A” session.

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

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

Exceptions to the restrictions on communication with City employees include:

1. Respondent may ask verbal questions concerning this RFP at the Project’s Pre-Submittal Conference.
2. Respondent must submit questions concerning this RFP through the Civcast website at <https://www.civcastusa.com/bids> until **4:00 P.M. CT, July 13, 2021**. Questions received after the stated deadline shall not be answered.
3. Respondents and/or their agents are encouraged to contact the Contracts Division of the Finance Development for assistance or clarification with issues specifically related to the City’s Disadvantage Business Enterprise (DBE) Program policy and/or completion of the required DBE forms. Courtney McClure may be reached by telephone at (210) 207-4633 or by e-mail at courtney.mcclure@sanantonio.gov. After the solicitation closing date, there is no contact permitted to the Contracts Division regarding this solicitation.
4. Respondent shall provide responses to any questions asked of it by City’s Staff Contact Person and/or his/her designee about City’s DBE 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 RFP.

- 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 RFP 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 RFP and to waive informalities and irregularities in any proposal received. City also reserves the right to terminate this RFP, reissue a subsequent solicitation and/or remedy technical errors in the RFP 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 RFP 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 RFP does not commit City to enter to an agreement or award any services related to this RFP, 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. (Contracts Disclosure Form) – Instructions and web-link to electronic form are included in **Form 3** of RFP.
- I. **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.
- J. **State of Texas Conflict of Interest Questionnaire (Form CIQ).** Chapter 176 of the Texas Local Government Code requires that persons or their agents who seek to contract for the sale or purchase of property, goods or services with City shall file a Form CIQ with the City Clerk if those persons meet the requirements under §176.006(a) of the statute.

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

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

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

In addition, please complete the City's Addendum to Form CIQ (Form CIQ-A) and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at: <http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf>

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

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

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

- K. 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.
- L. 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.
- M. **Solicitation Process Review:** If Respondent desires a review of the solicitation process followed by City, Respondent shall deliver a written request to the Director of Public Works within seven (7) calendar days from the date the Notice of Non-Selection was sent. When the Public Works Director receives a timely written request, the Public Works Director (or his/her designee) shall review Respondents concerns and City's solicitation process for legitimacy and procedural correctness. After performing a full review, the Public Works Director shall notify Respondent in writing of his/her determination.
- N. **Debriefings:** In an effort to improve solicitation responses, Public Works 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, 2021

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 Public Works Contract Services Division within seven (7) calendar days from the date a Notice of Non-Selection was sent.

- O. City reserves the right to verify any and all information submitted by Respondents at any time during the solicitation/evaluation process.
- P. Final approval of a selected firm(s) is subject to the action of the San Antonio City Council.
- Q. City reserves the right to contact any Respondent to negotiate a contract, if such action is deemed desirable by City.
- R. **TEXAS GOVERNMENT CODE §2271.002:**

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

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

This section only applies to a contract that:

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

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

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

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

S. 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 breach.

T. S.B. 943 – Disclosure Requirements for Certain Government Contracts.

S.B. 943 – Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Respondent acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this RFP and any resulting contract. Respondent agrees that the contract can be terminated if Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

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