



REQUEST FOR PROPOSALS (RFP)

2024 On-Call Environmental Remediation and Disposal Services

RFP: 2024-153

Release Date: Monday, August 12, 2024

Proposals Due: Friday, September 13, 2024, 2:00PM 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 Monday, August 26, 2024. The first day contributions may be made is the 31st day after the contract is approved at a City Council "A" Session.***

RESTRICTIONS ON COMMUNICATIONS

In accordance with and as authorized by Section 2-61 of the City Code, the following restrictions on communications apply to this solicitation: 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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2024 On-Call Environmental Remediation and Disposal Services

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I. BACKGROUND

The City of San Antonio (City), Public Works (PW) Department, is seeking proposals from qualified firms to perform environmental remediation and disposal activities for various City projects in various locations. Typical work to be performed under this Contract will consist of excavation, removal, remediation, temporary storage, loading, transportation and disposal of impacted soils and/or water; removal, transportation and disposal of hazardous and non-hazardous liquid and solid waste; removal of Underground Storage Tanks (USTs) and Aboveground Storage Tanks (ASTs), including removal and disposal of their contents; removal of oil/water separators, including removal and disposal of their contents; removal, cleaning and disposal of hydraulic lifts; pumping, temporary storage and disposal of contaminated water; temporary fencing areas of construction, etc. Contractors interested in performing these services must submit a proposal in accordance with the following minimum requirements contained in this document. Responses must follow the order and sequence as set out in Section V, Document Requirements, of this document.

The City intends to award up to three (3) contracts, as a result of this RFP; however, the final number of awarded contracts will be determined by the number of proposals received and the outcome of evaluation process. The base contract term shall be an initial period of three (3) years. At City's option, this Contract may be renewed annually under the same terms and conditions for up to two (2), one (1) year period(s). The City hereby establishes the maximum aggregate contract price of \$11,250,000.00, which includes the initial term and all renewals for all awarded contracts. Each contract is anticipated to be for an amount not to exceed \$750,000.00 per term for a total of \$3,250,000.00 per contract for all terms. The City does not guarantee the entire contract capacity amount will be spent under these on-call contracts, any number of works to be authorized, or any dollar value of jobs, tasks or purchase orders allocated for each contract. Work will be performed on an as needed basis and the execution of a contract does not guarantee the issuance of work/task orders during the term of the contract.

This contract is an agreement for environmental remediation services. Although there are aspects for performance that require specialized training and certification, the activity is not itself an engineering action. The City will accept solicitation from remediation contractors jointing efforts with environmental consulting companies providing support services, as required for this contract, but this contract is not for environmental consulting companies.

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 remediation 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 excavation, removal, remediation, loading, transportation and disposal of impacted soils and/or water; removal of USTs and ASTs; removal and disposal of their contents; removal of oil/water separators; demolition of underground concrete structures (oil/water separators, hydraulic lifts, concrete USTs, etc.), removal, cleaning and disposal of hydraulic lifts; pumping and disposal of contaminated water; temporary

fencing areas of construction, etc. The contaminants that have the potential to be present in the media include, but are not limited to Texas 11 heavy metals, semi-volatile organic compound (SVOC), volatile organic compounds (VOCs), Total Petroleum Hydrocarbons (TPH), polycyclic aromatic hydrocarbons (PAHs), Polychlorinated biphenyls (PCBs), per- and polyfluoroalkyl substances (PFAS), Asbestos Cement Pipe (AC), etc. Other work may include backfilling excavations, stockpiling, sorting materials, waste removal, waste characterization, recycling of construction debris, and disposal of construction/waste debris, industrial waste, hazardous waste, toxic waste, transite pipe (asbestos cement pipe), and petroleum impacted waste and liquid wastes. City in some instances, may provide project-specific laboratory analytical data of the media to be handled; but selected Contractor shall have the capability of performing sampling, if required.

The scope of work may include projects that require response and mobilization for the same day service (such activities may include the removal of liquid waste), or within 24 or 48 hours of notification by the City, to remove potentially impacted media and/or underground storage tanks (USTs) from a given project. Most of the work orders will require the Contractor to mobilize to the site as indicated by City and complete the scope of work within the proposed time specified in the approved task order. **Emergency response activities, such as immediate containment of spills, suppression of fires, vehicle accidents, etc., are not included within this Contract;** although Contractor may be required to assist the City with these services for construction on City projects. Pricing of these special projects will be negotiated at the time of the incident.

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 Fee Schedule (Exhibit E) are subject to negotiation between the City and the Contractor.

GENERAL CONTRACTOR RESPONSIBILITIES

The selected Contractor will be verbally notified of the proposed scope of work. At such time, the selected Contractor will meet with a City representative, inspect the proposed work site and discuss the specific scope of work for each proposed delivery order. The selected Contractor will submit a written cost proposal to City Environmental Project Manager based on the Contract Unit Prices, as established in the Fee Schedule Form. Only the applicable Unit Prices submitted on this form shall be considered in developing the cost proposal. Unit items not included in the Fee Schedule Form will be subject to negotiation by the Environmental Project Manager. City will review and approve the cost proposal prior to issuing a task order. Each line item identified on the Fee Schedule Form shall be independent from the other line items. **All costs, equipment, labor, taxes, profit and overhead shall be included in the Unit Price for each line item to complete the work. The City does not allow compensation of markup for subcontracted services or goods.**

The selected Contractor shall use only those line items necessary to fulfill a particular task order. Any cost or scope of work discrepancies shall be corrected and agreed upon by City and selected Contractor prior to releasing the task order. The selected Contractor shall not proceed with the work activities until Contractor receives electronic approval through the City system PRIMELink approving the scope of work and line items included in the approved proposal. If once the project starts, the Contractor requires a scope of work change, Contractor must notify the City immediately and receive written approval of the new approved scope of work.

Contractor's personnel are required to wear a City issued identification photo ID at all the times when performing work under this contract. In some instances, Contractor's personnel will be required to pass a background check for facilities where access is restricted to the general public.

In some instances, the Contractor will be required to coordinate closing of streets and/or sidewalks and provide traffic control services according to the Texas Manual on Uniform Traffic Control Devices. This task requires for the Contractor to contact the City's Right-of-Way Management Office at <https://pap.accela.com/envista-public-web/index/COSA/OnlineServices/OnlinePermit> and create a vendor profile and process a permit. The Right-of-Way Management Office will waive the application fees, if it is a City project. Contractor needs to identify this issue in their application process.

The Contractor will be required to get a quote from an accredited vendor to provide traffic control services for the area in question. Traffic Control services will be paid by the City at face value. No markup is allowed on this item. The Contractor will be allowed to provide traffic control; only if they have a licensed professional in their company to provide these services. In some instances, the traffic control plan will require the Contractor to have an off-duty police officer guarding the project. Line items related to security are included in Exhibit E of this document, as this is a task is not allowed to be performed directly by the Contractor.

Contractor is required to maintain all the required training, licenses and certifications to perform the work included as part of this contract. Contractor is also responsible for taking pictures of the work to be performed under each individual task order and submit these materials as part of the backup documentation when invoicing. The Contractor must contain noise, dust, and fumes within the work area. If Contractor determines that excessive noise, dust or fumes will be generated as part of the project, notification of 48 hrs. to the Project Manager is required.

All work shall be performed between the hours of 7:30 AM and 6:30 PM during normal working days (Monday- Friday), except for special circumstances, where it will be required for the Contractor to work during weekends or City's holidays.

At the end of each working day, when the Contractor demobilizes from the job site, their waste must be properly disposed. If the project site is fenced, the Contractor should make sure, the site is properly secured. All equipment and tools should be properly locked and secured, as the City is not responsible for vandalism and theft.

Materials and equipment left on site overnight shall be clearly marked and identified so as to ensure public safety. No materials or equipment shall be left on site over a weekend unless arrangements have been made with and approved by the City. At its own risk, Contractor shall be responsible for any materials or equipment left on site.

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 prior authorization to do it.

When requested, the Contractor shall remove and properly dispose of concrete and asphalt surface features and foundations. The Contractor must recycle as much materials as possible trying to avoid taking all materials to the landfill.

If required, the Contractor is responsible for developing and implementing the Stormwater Pollution Prevention rules included in the Clean Water Act, Section 402, Texas Pollutant Discharge Elimination System (TPDES), TXR 150000. Projects where disturbance is greater than 1 acre require a Construction General Permit (CGP).

If project requires a CGP, the Contractor must comply with the Stormwater Pollution Prevention Plan (SWP3) and revise the plan when necessary to control pollution. In addition, the Contractor must post a Construction Site Notice (CSN) with SWP3 information on or near the site, accessible to public and the Texas Commission on Environmental Quality (TCEQ) and/or the Environmental Protection Agency (EPA), or other Inspectors.

The Contractor must submit all backup documentation through PRIMELink system proving the work was performed. This documentation includes truck tickets, waste manifests, photos of “before” and “after” removal of infrastructure, receipts and invoices of work conducted by others, etc.

Contractor must consider the following definitions in order to prepare pricing of line items included in Exhibit E of this document.

A. MOBILIZATION AND DEMOBILIZATION

The City will compensate the Contractor for one mobilization and demobilization of mechanical equipment for each project, when it involves mobilization of heavy equipment; unless the project is not completed in one sequence of events and completed in multiple phases. To compensate the Contractor for several mobilizations, the Contractor must have totally demobilized from the staging area or project site (by City guidance). Leaving unused heavy equipment on site is not considered demobilization. Personnel mobilizing to the project site each day to complete the work is not considered mobilization, but incidental to the project.

Mobilization and demobilization will not be paid as a separate line item for storage tank removal. Prices for line items E.10. items 95 through 103 must include mobilization and demobilization with the overall cost for tank removal.

For smaller projects (i.e., not involving heavy equipment, but tools), mobilization using line-item E.1. item 5 should be used to prepare a proposal. This mobilization may include a truck with or without a trailer attached.

B. EXCAVATION OF IMPACTED SOILS

Contractor shall be responsible for field verifying all underground utilities and obtaining appropriate permits prior to beginning excavation activities. Contractor shall, at a minimum, contact a utility locate service and coordinate utility inspections for field verification purposes. Contractor shall field verify all utilities prior to excavation. City shall not be responsible for any damage to utilities or other underground structures as a result of Contractor’s excavation activities. Contractor fully shall be responsible and liable for any damages to utilities, private property, and infrastructure and any consequential damage arising from impact to utilities or underground structures as a result of Contractor’s excavation or any other activity. Contractor fully shall be responsible to obtain a right-of way (ROW) permit, from the City of San Antonio’s, Public Works, Right- of-Way Management Division, for traffic control measures and street/sidewalk restoration (see Section K: Right-of-Way Permit).

Contractor shall be responsible for providing traffic control measures for projects deeming this service. If traffic control is required, Contractor would be required to subcontract these services to a professional company that specializes in traffic control.

Contractor shall excavate all soils using all necessary heavy equipment, including but not limited to such equipment as a backhoe, grad all, excavator, or dozer, unless field conditions or other conditions warrant hand excavation. Contractor shall employ work methods to prevent cross-contamination of media and equipment. When possible, Contractor shall excavate all soils and place the impacted soils directly into an authorized vehicle for transportation of impacted media; unless the scope of work requires reuse of clean or impacted material. For line items E.2. items 6, 8, 10, 12, and 14, Contractor must include cost for all equipment, tools, resources and manpower to perform these duties. No additional items would be allowed to submit a proposal for excavation, except mobilization and demobilization.

If soils are to be staged, Contractor shall take precautions to prevent cross-contamination or run-off to surrounding areas. Precautions may include placing the stockpile on asphalt or lining the staging area, constructing berms around the staging area, and covering the stockpile to prevent stormwater run-on/run-off and wind dispersion. Line-item E.4 item 17 covers this task.

In some special circumstances, the City will require for the Contractor to perform the excavation using a hydroexcavator, or by hand. Line items E.11 items 146 through 149, and line-item E.2 item 14 respectively, should be used to prepare a proposal. These line items should include all equipment, tools, apparatus, and manpower to perform these duties.

Contractor shall implement engineering controls, such as wetting the material as necessary, to prevent dust and wind dispersion while excavating impacted soils. No visible dust or debris shall be generated during the excavation of impacted soils. For some projects, the City may require the Contractor to prepare a Waste Management Plan (WMP) prior to beginning a given scope of work. City's Environmental Project Manager must receive and review this document prior to issuing approval to proceed with the task order. In some instances, the Contractor will be required to work jointly with a construction Contractor. For some projects, it is expected for Contractor to attend some coordination meetings prior to initiating the scope of work. Compensation for writing a Waste Management Plan and attend status meetings will be provided using line items E.12 items 199 through 202.

There will be some projects requiring installation and maintenance of silt fence, or other Best Management Practices (BMPs) devices. The silt fence must be installed using the guidance included in the TCEQ, Description of BMPs, Erosion Control (Exhibit H). Pricing for line items E.4 items 17 through 20 should consider the definition and description included in the guidance document, Exhibit H.

C. LOADING OF SOILS

For the majority of the projects under this contract, the Contractor will be required to load the impacted soils directly to the transport trucks retained by the Contractor, but in some instances the Contractor may have to wait until the City's Environmental Consultant performs the sampling, or to load the soils to another vendor responsible for the transportation of the materials (especially when the soils are deemed not impacted and will be reused in another City site). Line items E.2 items 7, 9, 11, and 13 should cover the task of loading.

D. BACKFILLING AND COMPACTION OF SOILS

If the project requires reuse of excavated soils and compaction, then the compaction should be achieved using the heavy equipment at the project site, and line-item E.3 item 15 is applicable. If the project requires clean soils to backfill the excavation, the selected Contractor will be required to submit documentation proving soils originate from a clean source, and line-item E.3 item 16 should be used to prepare the proposal. If it is determined that soils imported by the Contractor to fill the excavation are contaminated, the City reserves the right to refuse acceptance of the soils. If soils have already been placed at the project site, the Contractor is responsible for loading and removing the non-acceptable soils at their own expense. Contractor is responsible for providing documentation for the source of soils indicating that the material is free of contaminants.

If the project requires engineering compaction, the City will require for the Contractor to subcontract these services to meet the City standard specifications, but it is not anticipated to require this service as part of this contract.

E. TRANSPORTATION AND DISPOSAL OF IMPACTED MEDIA

All impacted material shall be transported by an authorized hauler to an authorized disposal facility as described in this section and in compliance with applicable regulations. Transporters shall be insured, licensed, and permitted by the state, federal and local agencies (waste hauler permit issued by City's Solid Waste Management Department), as required for the waste material that is to be hauled. The selected Contractor shall provide proof of licenses and permits, as required, prior to commencing the work. All transporting vehicles shall be in good working condition. All loads must be covered with a tarp to prevent dispersion of material while transporting the media from the project site to the selected landfill, disposal facility, or selected location. City reserves the right to remove transporters from the site if the vehicles are not in good working condition or do not have a tarp covering the media. End dump trailers and bobtail dump trucks may be used to transport impacted soils contingent upon the site location, accessibility, and authorization by City. 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. If Contractor requires decontamination of the transporters, it shall be done at the end of the workday and at the expense of Contractor. Truck liners may be allowed, at the expense of Contractor when handling dry materials, since liners may or may not reduce the decontamination process. Truck liners, when necessary, will be allowed when City's representative approves this line item as part of the scope of work. In some instances, Contractor might be required to transport lightly impacted or non-impacted material to a different authorized facility. The same rules previously mentioned above are applicable for this particular instance.

The Contractor shall manifest all waste material that is required to be manifested for disposal. The Contractor shall prepare all manifests, as necessary, and arrange for any special waste authorizations with the authorized disposal facility. All coordination with the disposal recycling facilities shall be the Contractor's responsibility.

When previous assessments have been performed for the materials to be disposed of, the City or its Environmental Consultant would assist the Contractor with all the laboratory analyses and documentation required by the landfill to receive waste disposal approval. If materials to be disposed of have not been analyzed, the Contractor will be required to sample and characterize the materials for disposal. Please see Section J Sampling and Analysis.

The City is the Generator and responsible party for any wastes identified in the task order. The City will issue a third-party generator documentation to allow the Contractor or the Contractor's transporter to sign

on behalf of the City. The Disposal or recycling facilities shall sign the waste manifest upon acceptance of the waste. Payment to the Contractor will require to include copies of the manifests in the PRIMELink system as a backup documentation.

F. COMPLIANCE WITH LOCAL, STATE, AND FEDERAL RULES AND REGULATIONS

Contractor 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.

Contractor is also responsible for reviewing and complying with 29 CFR 1926, governing safety and health regulations for construction workers.

All Contractor'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 employees with a City issued ID card will be allowed to work on City projects.

At the beginning of the contract, Contractor 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 Exhibit E.

G. DECONTAMINATION

Contractor shall prevent cross-contamination of the impacted material to surrounding media by decontaminating all equipment, tools, personnel, etc. It shall be Contractor's responsibility to decontaminate transporting trucks and/or roll-offs containers prior to leaving the site. A dry method, such as brushing off visible debris from wheels and sides of the transporter is allowed. If a wet method is necessary to decontaminate any piece of equipment or a transporter, all decontamination waste must be containerized and properly disposed. If the material is saturated with liquids and has the potential to adhere to the transporter, Contractor shall line the transporter with a minimum of one layer of 6-mil plastic, but this measure must be approved by the City.

Contractor shall decontaminate all equipment that has been in contact with the impacted media. Dry methods are preferred. As necessary, Contractor shall decontaminate using high-pressure water and Alconox® soap. All personnel that come into contact with the impacted material shall be decontaminated before leaving the site by removing and disposing of impacted clothing and washing with water and low foaming soap. Contractor shall perform more stringent decontamination methods, as appropriate. All decontamination procedures shall be identified and described in Contractor's Health and Safety Plan and are incidental to the overall contract.

H. PERSONAL PROTECTIVE EQUIPMENT

All tasks required as part of this contract have the potential to expose workers to hazardous substances. All employees working on site (such as but not limited to equipment operators, general laborers, and others), could be potentially exposed to hazardous substances, health hazards, or safety hazards. Workers, their

supervisors, and management are responsible to abide by specifications outlined in 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response (HAZWOPER).

The personal protective equipment to be worn by the Contractor shall be identified and described in Contractor's H&SP and should abide by 29 CFR 1910.120 HAZWOPER. It is Contractor's responsibility to assess the work environment by providing personnel monitoring and determining, if additional PPE is necessary, once the scope of work is in process. The Contractor is responsible for the cost of providing PPE for Contractor employees, and it is incidental to the line items included in this contract.

I. TRAINING

Contractor shall ensure that all workers have completed the HAZWOPER training, as deemed by 29 CFR 1910.120. At a minimum, all workers who handle impacted media shall receive forty (40) hours of HAZWOPER Training and 8 hrs. annual refresher training (for employees previously certified). Additionally, Contractor's Supervisor also must have an additional eight (8) hours of Supervisor HAZWOPER Training. Contractor must submit copies of certificates for workers involved in the project, as part of the HS&P. City will verify Contractor's employees' current certification at the beginning of each project. City reserves the right to remove employees from the work site, who do not have current certification to perform the job. Training expenses incurred by Contractor are incidental to the line items included in this contract.

J. SAMPLING AND ANALYSIS

Sampling and analysis may be conducted as part of this Contract, as it may be necessary for specific scopes of work. All sampling and analysis required to determine compliance with clean-up standards may be conducted by Contractor (if having the required qualifications) or subcontracted to an Environmental Consultant. Contractor may be required in some instances, to assist City's Environmental Consultant with access and facilitating sample collection through mechanical means.

If Contractor is required to collect and submit samples to be analyzed, the City will reimburse the Contractor for the services at face value (no markup allowed), in addition to project management hours to coordinate the effort. If Contractor is required to collect and analyze samples, all samples shall be collected and analyzed in accordance with Local, State and Federal guidelines, and the selected laboratory must meet the National Voluntary Laboratory Accreditation (NVLAP) program.

No line items in Exhibit E are associated with sampling, as each project may require different laboratory analyses. Contractor will be required to submit these costs when submitting a specific project proposal.

K. RIGHT OF WAY PERMIT

When working within the City's Right-of-Way (ROW) and deemed by the City's Environmental Project Manager, the Contractor is responsible for obtaining the necessary permits. Issuance of the permit is contingent upon submitting proof of insurance, a proposed traffic control plan (if necessary), and other documentation through the City's Right-of-Way web site (<https://pap.accela.com/envista-public-web/index/COSA/OnlineServices/OnlinePermit>).

Fees to the ROW Office for the permit are waived under this contract. Cost to be included in line-item E.11 item 196 is for preparation of the on-line permit. Only one permit fee will be authorized for each project.

L. STORAGE TANK REMOVAL AND DISPOSAL

Price line items E.10. items 95 through 103 assume the Contractor will furnish all labor, materials, tools, transportation, mobilization, demobilization, and equipment necessary to remove and dispose of the existing [Underground Storage Tanks (UST)s and/or Aboveground Storage Tanks (AST)s], associated electrical, structural, and product equipment, (e.g., dead men anchor, straps, piping, manways, piping, pumps, and dispenser(s), if present). Also, line items E.10 items 95 through 103 include excavation and/or removal of the tank, piping, and associated equipment, backfilling the tank excavation with the soils previously removed, compaction of soils using heavy equipment, and transportation and disposal of the tank, pipping and associated equipment. For aboveground storage tanks, cost included to remove the tanks also include removal of the primary and secondary containment areas.

This section specifies requirements for the environmental and tank assessment, permitting, removal and disposal of the [UST(s) and/or AST(s)]. Generally, the work shall include, but not be limited to:

- a. Contractor is responsible for making all proper notifications prior removal activities (coordinating with client City Department, TCEQ, and San Antonio Fire Marshal's Office through the City Development Services Department).
- b. File all necessary notices, obtain all permits and licenses, and pay for all governmental taxes, fees, and other costs in connection with the work. Obtain all necessary approvals of all governmental departments having jurisdiction.
- c. Pricing of line items E.10 items 95 through 103 include mobilization and demobilization of heavy equipment, and they will not be separate compensation.
- d. Clean, remove, and dispose of [UST(s) and/or AST(s)], and appurtenant piping for the tank(s). The removal includes cutting of concrete/asphalt pad, removing one tank, associated electrical, structural, and product equipment, associated piping not to exceed 40 feet, and one pump island. If more piping and/or equipment is associated per tank, additional compensation would be allowed using the miscellaneous line items E. 10 items 105 and 106 included in Exhibit E.
- e. Most the City's underground storage tanks are located underneath heavy weight pavement (7" to 8" thick, #4 rebar at 12" o.c. both ways), contractor should consider this information when providing prices for line items related to tank removal.
- f. The work in some instances may include the removal and proper disposal of fuel and residual in the tanks and associated piping. Line items E.10 items 95 through 103 does not include removal of residual product, only cleaning and washing the tank(s) to make the tank(s) and pipping inert and ready for removal. **For the removal of product, Contractor should use other line items in the fee schedule. Transportation and disposal of residual product is included under line items E.7 items 48 through 52.**
- g. The selected Contractor shall properly render the tank vapor-free and inert prior to removal activities, in accordance with American Petroleum Institute (API) and other accepted industry practices.
- h. All storage tanks permanently to be removed from service and must be destroyed, disposed of or recycled for scrap metal. At the end of the project, Contractor will be required to provide documentation proving the storage tank(s) were properly disposed/destroyed.
- i. In few instances, the Contractor will be required to perform all sampling and testing (soil and/or groundwater/water) required to meet the guidelines in TCEQ's 30 TAC 334 requirements; however, the Contractor will be required to coordinate sampling activities with the Environmental Consultant hired to perform the Release Determination Report

(RDR) for the project. In very few instances, the Contractor will be responsible for collecting the samples for laboratory analyses. This part of the process can be subcontracted to an environmental consultant and must be charged separately as line- item E.10.10, that covers the costs of sampling, preparation and submittal of the Release Determination Report to TCEQ. Line-item E.10 item 104 is per individual tank.

- j. In the majority of the cases, Contractor will be asked to provide support to City's environmental consultant to perform all the required sampling. If City chooses to retain an Environmental Consultant, the selected Contractor shall be responsible for coordinating and providing the proper documentation to the City's Environmental Consultant, for them to submit to the agencies requiring this information. Copies of any documentation shall be sent to City's Environmental Consultant at the completion of the project.
- k. If soils are determined to be impacted and requiring disposal to the landfill; loading, transporting and disposal will be paid under different line items, and it is not considered part of the tank removal.
- l. In some instances, to achieve closure, the Contractor will be asked to over excavate and dispose of impacted soils at an authorized facility. The Contractor must have the capabilities of sampling and analyzing the materials before disposal. Cost to perform this task will have to approved by the City on as-needed basis, and paid under a separate item.
- m. The Contractor shall remove and dispose of Underground/Aboveground Storage Tanks (U/ASTs) in accordance with Local, State and Federal regulations. Contractor will be required to submit proof that metal tanks were sent to the recycler for disposal.
- n. The selected Contractor shall have and maintain current licenses, permits and training, as required, and be familiar with the following specifications, including, but not limited to:
 - i. TCEQ License (30 TAC 334.401)
 - ii. TCEQ Corrective Action Specialist (30 TAC 334.451)
 - iii. TCEQ Corrective Action Project Manager (30 TAC 334.453)
 - iv. National Fire Prevention Association (NFPA) 326, Standard for Safeguarding of Tanks and Containers for Entry, Cleaning or Repair, 2005 edition.
 - v. National Fire Prevention Association (NFPA) 51B, Standard for Fire Protection during Welding, Cutting and Other Hot Work, 201 edition.

M. REMOVAL OF OIL WATER SEPARATORS

As part of closure activities of many City facilities, the removal of oil/water separators is a required task under this contract. Under 30 TAC 334.4(b), oil water separators no longer require operator training and licensing; therefore, no coordination and notification with any regulatory agencies, or Release Determination Report (RDR) submittal is necessary when performing this task.

The majority, if not all the City facilities, the oil water separators are vaults made of concrete. For the purpose of this contract, the City would consider removal of the separators as demolition items. As part of the removal line items E.9 items 83 through 94, costs shall include cutting of the asphalt/concrete pad, excavation of topsoils, demolition of the concrete vault, removal of the compartmental tank, washing of the entire tank, removal and disposal of any associated components of the separator, disposal/recycling of the tank and associated components, and compaction of the soils with the heavy equipment. Under these line items, the assumption of 40 feet of piping connecting the drain from the separator should be considered when providing pricing. If more than 40 feet of piping is encountered, line-item E.10 item 106 will be used to pay for additional fees to remove the piping.

Cost for removal of residual product (oil and water mixture), removal of the solids/grit, and filling the excavation with clean soils are not part of line items E.9 items 84, 88, and 92. Contractor should use other line items included in Exhibit E to complete these tasks.

Most the City's oil water separators are located underneath heavy weight pavement (7" to 8" thick, #4 rebar at 12" o.c. both ways), contractor should consider this information when providing prices for line items including oil water separator removal. No additional costs will be approved for this task; therefore, selected Contractor must include cost to perform all tasks previously outlined in the respective line items.

N. DISMANTELING OF HYDRAULIC LIFTS AND SERVICE PITS

As part of this contract, services to clean, dismantle and demolish hydraulic lifts and service pits may be required. However, due to the fact that these structures vary in size and condition selected Contractor shall use the different line items included in Exhibit E Pricing Schedule for demolition to prepare a proposal to perform these tasks. The City will consider this item to be a demolition activity and will review the proposals assuring cost are reasonable and in line with industry standards. If not of all the line items included in Exhibit E can be used for this task, the Contractor is required to provide a proposal to the City Environmental Project Manager with the additional line items. The proposal is contingent approval from the City prior the work starting.

O. MISCELLANEOUS SERVICES

In some instances, Contractor may be required to provide excavation services in support of an Archeological investigation in an area potentially or verified as contaminated. Line items included in E.11 items 150 through 169 included in Exhibit E are to be used when the project requires very specific equipment, tools, or appurtenances different than the ones defined in each section of the Exhibit E.

P. ADDITIONAL ENVIRONMENTAL REQUIREMENTS

Contractor shall perform all work under this Contract in accordance with all Local, State and Federal regulations required to do the task order. Contractor must follow the Texas Commission on Environmental Quality (TCEQ) rules and regulations, when applicable. Contractor 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:

- a. 30 Texas Administrative Code (TAC) 327
- b. 30 TAC 334
- c. 30 TAC 335
- d. 29 Code of Federal Regulations (CFR) 1910.120
- e. 29 CFR 1926
- f. 40 CFR 261
- g. 40 CFR 268
- h. 40 CFR 761

Q. TRUCK STANDBY CHARGES

The selected Contractor shall be required to have an adequate number of transporters available for project specific dates and times as specified by City's representative. In the event that site and/or construction activities delay the loading of the Contractor's transporters, due to unforeseen conditions, Contractor would be asked to switch to Standby charges. Line-item E.5 item 27 covers this cost.

Standby time will begin one (1) hour after the truck has arrived to the project site. Standby time will not be reimbursed for trucks waiting at the landfill to dispose of their loads. It will be Contractor's responsibility to notify City's representative on the arrival time of the trucks. City will not consider any standby charges that are not approved by City's representative within twenty-four (24) hours of the incident.

R. MANPOWER

Positions identified in line-item E.12 items 199 through 211 may be necessary for some tasks to be performed in this contract, where the manpower is not included, as special projects. For each position, the Contractor should consider the description of the position as follows:

- a. Superintendent: This person is responsible for the on-site performance of the project, assuring the project is completed according to industry standards and regulatory requirements. In some instances, the City may require this person to attend coordination meetings.
- b. Subcontractor Coordinator: This individual is responsible for interacting with the City, obtaining proposals, gathering regulatory documentation, coordinating subcontractors, or other services required for the project. In some instances, the City may require this person to attend coordination meetings.
- c. Environmental Scientist/Geologist: This professional may be responsible for collecting soil, water, and other impacted media environmental samples required for characterization and/or regulatory purposes. This professional may also be responsible for preparing final oversight reports. This position can be in-house professional or subcontracted services. This individual must have a bachelor's degree in science and the required training to function as environmental professional, according to industry standards.
- d. Environmental Technician: This individual may be responsible for collecting soil, water and other impacted media environmental samples, conduct environmental monitoring, and perform oversight of a project requiring regulatory documentation. This position can be in-house professional or subcontracted services.
- e. PRIMELink Administrator: This individual is responsible for gathering and preparing the invoicing documentation to be uploaded in the City PRIMELink system for reimbursement.
- f. Clerical: This person is responsible for final production of reports to be submitted as part of the documentation to the City, when the project is completed.
- g. General Laborer: This individual is a general worker who can provide manual labor or function as operator of equipment, or performing tasks included as part of this contract, where labor was not included as part of the line item.
- h. Police Officer: In some instances, required by the traffic control plan, or the area where the project is located, services of a sworn officer will be required. Most of these services are subcontracted directly through the traffic control company supplying the services for the project.
- i. Security Guard: In some instances, the City will require security services for a project site. A non-commissioned security officer licensed by the Texas Department of Public Safety will be required for this position.

S. PAYMENT SUBMITTALS

The City utilizes the PRIMELink Program Management tool for invoicing and payment. The awarded consultant will be required to have an email account and access to a computer with internet access through

Internet Browser. The awarded consultant(s) will be required to obtain a PRIMELink login access ID to process approval of task orders, invoices, submittals, and attend the required training. The City of San Antonio will assist the awarded consultant(s) with the system and will provide procedures and processes for PRIMELink. For Windows 10, OS 32/64 bit, the following browsers are supported: Firefox 102+ (ESR); Chrome 106.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 102+ (ESR); Chrome 106.x +.

T. COMPLIANCE WITH APPLICABLE LAWS

Consultant understands that funds provided pursuant to this Agreement are funds which have been made available to CITY by the federal government under Title I of the Housing and Community Development Act of 1974, as amended (the “Act”), and in accordance with CITY’s HUD-approved Grant Application and with other specific assurances made and executed by CITY. Contractor, therefore, assures and certifies that it will comply with the requirements of the Act and with all regulations promulgated hereunder as codified as 24 C.F.R. Part 570. Consultant understands, however, that the Act in no way is meant to constitute a complete compilation of all duties imposed upon the Contractor by law or administrative ruling, or to narrow the standards which Consultant must follow. Accordingly, Contractor understands that if the regulations and issuances promulgated pursuant to the Act are amended or revised, it shall comply with them. Without limiting the foregoing, Contractor agrees to comply with all applicable legal requirements including, but not limited to, the following:

- (A) Contractor acknowledges, understands, and agrees to comply with all applicable provisions of 24 C.F.R. §570.603, Labor Standards.
- (B) For contracts in excess of Two Thousand and No/100 Dollars (\$2,000), Contractor acknowledges, understands, and agrees to comply with the Davis Bacon Act, 40 U.S.C. §§ 3141-3148, and the Copeland “Anti-Kickback” Act, 40 U.S.C. § 3145, to include the following:
 - (1) Minimum wages.
 - i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be

compensated at the rate specified for each classification for the time worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be always posted by the Contractor and its sub-Contractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii.

- (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.
- (2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any sub-contractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) Payrolls and basic records.
- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all sub-Contractors. Contractors and sub-Contractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a sub-contractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

- (B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the Contractor or sub-contractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

- (D) The falsification of any of the above certifications may subject the Contractor or sub-contractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (i) The Contractor or sub-Contractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or sub-Contractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (4) Apprentices and trainees
- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or sub-Contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to

and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) Subcontracts. The Contractor or sub-Contractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the sub-Contractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any sub- contractor or lower tier sub-Contractor with all the contract clauses in 29 CFR 5.5.
- (7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a sub-contractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis- Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its sub-contractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

- (10) Certification of eligibility.
- (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 .C. 1001.
- (C) For contracts in excess of One Hundred Thousand and No/100 Dollars (\$100,000.00), Contractor acknowledges, understands, and agrees to comply with the Contract Work Hours and Safety Act, 40 U.S.C. §§ 3701-3708, to include the following:
- (1) Overtime requirements. No Contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (C)(1) of this section the Contractor and any sub-contractor responsible there for shall be liable for the unpaid wages. In addition, such Contractor and sub-contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (C)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (C)(1) of this section.
 - (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or sub-Contractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or sub-Contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (C)(2) of this section.
 - (4) Subcontracts. The Contractor or sub-Contractor shall insert in any subcontracts the clauses set forth in paragraph (C)(1) through (4) of this section and also a clause requiring the sub-Contractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any sub- Contractor or lower tier sub-Contractor with the clauses set forth in paragraphs (C)(1) through (4) of this section.

- (D) Contractor acknowledges, understands, and agrees to comply with all applicable provisions of 24 C.F.R. §570.604, Environmental Standards.
- (E) Contractor acknowledges, understands, and agrees to comply with all applicable provisions of 24 C.F.R. §570.607, Equal Opportunity for Employees and Section 3.
- (F) During the performance of this Agreement, Contractor agrees as follows:
- (i) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (ii) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (iii) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
 - (iv) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (v) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (vi) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to Contractor's books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (vii) In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in

accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) Contractor will include this subpart in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(G) Contractor acknowledges, understands and agrees to comply with the following federal regulations as promulgated in Section 3, 12 U.S.C. § 1701u, and if requested by CITY, shall provide CITY, upon reasonable request, with information with the information requested in the Section 3 Utilization Plan, which is available at the following url: www.sanantonio.gov/GMA/Resources.aspx and reasonable documentation to ensure compliance therewith:

(i) Contractor agrees to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by Contractor's execution of this Agreement, Contractor certifies that Contractor is under no contractual or other impediment that would prevent it from complying with the Part 135 regulations.

(ii) Contractor agrees to send to each labor organization or representative of workers with which Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(iii) On and after the Effective Date of this Agreement, Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take reasonable action, as provided in an applicable provision of the subcontract or in this Section 3 clause upon a finding that the sub-Contractor is in violation of the regulations in 24 C.F.R. Part 135. Contractor will not subcontract with any sub-Contractor where the Contractor has notice or knowledge that the sub-contractor has been found in violation of the regulations in 24 C.F.R. Part 135.

(iv) Contractor will certify that any vacant employment positions, including training positions, that are filled

(a) after the Contractor is selected but before the contract is executed, and (b) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 135.

- (v) Non-compliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from further HUD-assisted contracts.
 - (vi) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (24 U.S.C. § 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (a) preference and opportunities for training and employment shall be given to Indians, and (b) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Contractor agrees to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
 - (vii) Contractor must at all times remain in compliance with the requirements set out in Section 3 of the Housing and Urban Development Act of 1968 and implementing regulations found at 24 C.F.R. Part 135 ("Section 3"). Contractor further understands that said requirements in Section 3 are summaries and are intended only as such and in no way are meant to constitute a complete compilation of all duties imposed upon Contractor by law or administrative ruling, or to narrow the standards which Contractor must follow.
 - (viii) Contractor must assure that all Contractors and sub-Contractors receiving funds in connection with this Project are familiar with, and shall comply with, any and all applicable rules and regulations as contained in Section 3 and that Contractor shall include Section 3 as part of every contract awarded in connection with this Project.
- (H) Contractor acknowledges, understands, and agrees to comply with all applicable provisions of 24 C.F.R. §570.608, Lead-based paint.
- (I) Contractor acknowledges, understands, and agrees that it shall comply with the all-applicable provisions of Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply to activities under this program. This section applies if Contractor resells existing housing built prior to 1978. This does not apply to the sale of empty lots without existing housing units.
- (J) Contractor acknowledges, understands, and agrees to comply with all applicable provisions of 24 C.F.R. §570.609, Use of debarred, suspended or ineligible Contractors or sub-contractors.
- (K) Contractor acknowledges, understands, and agrees to comply with all applicable provisions of 24 C.F.R. §570.611, Conflict of interest.
- (L) Contractor shall collect, maintain and provide to CITY, data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of \$25,000 or more paid, or to be paid, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract via reporting form "HUD-2516". Completed forms "HUD-2516" shall be provided to CITY prior to initiation of any construction or demolition work to be performed. Contractor shall collect, maintain and provide to CITY, documentation of recipient's affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or

compete for contracts and subcontracts as sources of supplies, equipment, construction and services.

- (M) Contractor agrees to sign and submit an anti-lobbying certification and require any Contractors that apply or bid for an award exceeding One Hundred Thousand and No/100 Dollars (\$100,000.00) to file the same certification, as required by Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352.
- (N) For contracts in excess of One Hundred and Fifty Thousand and No/100 Dollars (\$150,000.00), Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §§ 7401-7671q, and the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251-1387, as amended. Contractor agrees to report each violation to CITY and understands that CITY will, in turn, report each violation as required to the federal agency providing funds for this Agreement and the appropriate EPA Regional Office. Contractor agrees to include these requirements in each contract to this Agreement exceeding One Hundred and Fifty Thousand and No/100 Dollars (\$150,000.00) financed in whole or in part with federal funds.
- (O) Contractor and its Contractors shall comply with all applicable provisions of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including, but not limited to, the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.
- (P) Contractor acknowledges, understands, and agrees to comply to with the Equal Pay Act of 1963 (EPA), which protects men and women who perform substantially equal work in the same establishment from sex- based wage discrimination.
- (Q) Contractor acknowledges, understands, and agrees to comply to with Title VII of the Civil Rights Act of 1964 (Title VII), which prohibits employment discrimination based on race, color, religion, sex, or national origin.
- (R) Contractor acknowledges, understands, and agrees to comply to with the Age Discrimination in Employment Act of 1967 (ADEA), which protects individuals who are 40 years of age or older.
- (S) Contractor acknowledges, understands, and agrees to comply to with Title I and Title V of the Americans with Disabilities Act of 1990, as amended (ADA), which prohibit employment discrimination against qualified individuals with disabilities in the private sector, and in state and local governments.
- (T) Contractor agrees to comply with the provisions of 2 C.F.R. § 200.321, Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms, by taking all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used, when possible, with such affirmative steps to include:
 - (i) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
 - (ii) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources.

- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises.
- (v) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (i) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in clauses through (v).

Legal Requirements Listed Not Exhaustive. Contractor understands that legal requirements in this section are summaries, and as such are in no way are meant to constitute a complete compilation of all duties imposed upon Contractor by law or administrative ruling, or to narrow the standards which Contractor must follow. Contractor must at all times remain in compliance with the requirements set out above and shall observe and comply with all other applicable legal requirements.

Sub-Contractor Agreements. Contractor shall assure that all Contractors and sub-Contractors in connection with this project are familiar with, and shall comply with, any and all applicable rules and regulations as contained in this section and that Contractor shall include all application provisions as part of every contract awarded in connection with this project.

III. SCHEDULE OF EVENTS

The following tentative schedule has been prepared for this project:

Pre-Submittal Conference:	August 21, 2024, at 10:00 a.m. CT
Deadline for Submission of Written Questions:	August 28, 2024, at 4:00 p.m. CT
Responses Due:	September 13, 2024, at 2:00 p.m. CT
Evaluation of Proposals – (Interviews, if necessary)	October 2024
Anticipated City Council Consideration	December 2024

IV. PRE-SUBMITTAL CONFERENCE

A non-mandatory Pre-Submittal Conference is scheduled, for **August 21, 2024, 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): 2633 777 4973

Meeting password: COSA2024

Join from meeting link:

<https://sanantonio.webex.com/sanantonio/j.php?MTID=mede7afa16a5d576bf9e388f032855309>

Attendance at the Pre-Submittal Conference 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 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 RFP within forty-five (45) days of receipt of the proposals. 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 must 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 must complete this form, which must 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 must include a one (1) page Executive Summary at the beginning of the Statement of Qualifications. Respondent's Executive Summary must 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. **CONTRACT TEMPLATE AND GENERAL CONDITIONS REVIEW (Indexed and labeled as "Tab 3")** – Respondent must review the Contract Template General Conditions, provided and labeled as RFP **Exhibit A and B**, and provide **written acknowledgment that Respondent accepts the terms, conditions and requirements** of the City's Contract template and General Conditions, in Respondent's submitted proposal under **"Tab 3"**.
4. **LETTERS OF REFERENCE (required) (Indexed and labeled as "Tab 4")** – Respondent and Co-Respondents must provide a maximum of five (5) letters of reference including contact information for projects completed within 5 years.

5. **STATEMENT OF QUALIFICATIONS** – Respondent must 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 must be provided in Respondent’s proposal to indicate its team, to include subcontractors, 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 of Respondent, Key Personnel, Key Subcontractors (35 Points)

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

1. **Experience (Indexed and Labeled as “Tab 5”)** – City will consider the relevance of past-experience of Respondent. Respondent must provide a narrative, on (2) pages or less, describing the Respondent’s and team’s qualifications, to include subcontractors, as related to the referenced scope of services in this solicitation. Respondent shall include how its proposed team has worked together on past similar projects and include the number of years working together as a team. If a sub- contractor is part of the Respondent’s team, Respondent shall include information on how the sub- contractor is part of the Respondent’s team. Respondent shall include information on how the subcontractor shall function within the team’s organization.
2. **Project Sheets (Indexed and Labeled as “Tab 6”)** – Respondent’s proposal must include five (5) project sheets, limited to one (1) page for each project included, which must describe similar construction projects Respondent has **completed** within the last five (5) years. Each project sheet must include the following:
 1. Name, description and dollar value of the completed project, including any similarity to the Project defined in this solicitation;
 2. Start and ending date of project;
 3. Respondent’s role in, including proposed team’s involvement in, the cited project;
 4. Project Manager;
 5. Project Coordinator;
 6. Cited project’s original and final contract amounts (explain inconsistencies);
 7. Cited project’s proposed completion date and the actual completion date achieved (explain inconsistencies);
 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, including subcontractors, identifying key personnel who will be committed to work on the various tasks for this

Contract.

Label assignments as:

- Superintendent
- Subcontractor Coordinator
- Environmental Scientist/Geologist
- Environmental Technician
- Subconsultants/Subcontractors (for any services deemed necessary to fulfill the services under this contract).

- 4. Resumes (Indexed and Labeled as “Tab 8”) –** Respondent must submit one (1) page resumes for all its key team members, to include subcontractors. Resumes should link to project sheets and also may include additional previously completed relevant projects not highlighted in the project sheets.

Resumes also must 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

- 5. Experience with Green Building and Sustainability Practices (Indexed and Labeled as “Tab 9”) -** Respondent must limit its response to the following items to a total of one (1) page.

- Describe Respondent’s experience in construction of buildings or infrastructure that have been designed as per established green and sustainable design practices.

B. Understanding of the Project and Proposed Management Plan (30 Points)

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

1. Contract Understanding (Indexed and Labeled as “Tab 10”)

Respondent must limit its response to the following items to two (2) page:

- Describe Respondent’s approach to overall team formation and coordination of team members referenced in the organizational chart;
- Detail the current capacity of key team individuals, the percentage of time each will spend on this contract and Respondent’s capabilities to complete the services outlines herein;
- Describe the constraints and technical challenges related to the services Respondent foresees and Respondent’s approach to addressing each.
- Provide an example of a time when your firm was asked to respond to an emergency or urgent project. Describe how you managed your Staff in order to accommodate the requirements of the job and the timeline to perform the project.

2. Construction Management Plan (Indexed and Labeled as “Tab 11”)

Respondent must limit its response to the following items to a total of three (3) pages:

- Provide a listing of available equipment to complete the services outlined herein;
- Describe Respondent’s approach to stakeholder involvement and to provide seamless, successful delivery of the services outlines in this solicitation.
- Describe Respondent’s ability to coordinate work with all Project stakeholders.
- Describe Respondent’s approach to assuring timely completion of projects, including methods for schedule recovery, if necessary.
- The City has implemented Ready to Work which is an education and job placement program. Respondents can learn more about this initiative at Ready to Work. (www.sanantonio.gov) whose goal is to connect residents to career opportunities. Describe how Respondent can leverage this initiative in their training and hiring practices.

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

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

- Describe Respondent’s commitment to Green and Sustainability initiatives and practices and how these initiatives and practices will be incorporated into this Project.
- Describe Respondent’s initiative in reducing Greenhouse Gas (GHG) emissions and Respondent’s plan to reduce the emissions during the construction phase for this Project.

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

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

- a. Construction costs and practices.
- b. Environmental conditions and constraints.
- c. Involvement in project development as it relates to public awareness in the project’s local area.
- d. Respondent’s experience with private and public utilities in the San Antonio or surrounding area including SAWS and CPS.
- e. Municipality Design Guidelines

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

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

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

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

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

D. Price Proposal (15 Points)

City will evaluate Respondent's **Price Proposal**. Respondent's must enter Price Proposal 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 alternates (if any) will receive the maximum fifteen (15) points. 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	$595,000/650,000 \times 15$	13.73
B	\$625,000.00	$595,000/625,000 \times 15$	14.28
C	\$600,000.00	$595,000/600,000 \times 15$	14.88
D	\$595,000.00	$595,000/595,000 \times 15$	15.00

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-Contractors	35
B. Understanding of the Project and Proposed Management Plan	30
C. Experience with the San Antonio Region & Past Performance	20
D. Price Proposal	15
Total Maximum	100 Points

Required Forms (to be uploaded individually in Civcast):

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

1. **SUBMITTAL COVER/SIGNATURE SHEET (Form #2)** – Respondent and Co-Respondents must include the completed Submittal Cover/Signature Sheet with the other required forms. The Submittal Cover/Signature Sheet must 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 must 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, Co-Respondent and all subcontractors on this project must 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, Co-Respondent and all subcontractors on this project must 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 0%.

6. **LOCAL PREFERENCE PROGRAM (LPP) TRACKING FORM (Form #7)** – Respondent must submit a completed and signed LPP Tracking form with this solicitation. The City of San Antonio Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, establishes a local preference for specific contracting categories. Each time a bidder or respondent submits a bid for a solicitation, this Local Preference Program Identification Form must be completed and turned in with the solicitation response in order to be identified as a City Business and receive the preference described below. The City will not rely on Local Preference Program Identification Forms submitted with prior or contemporaneous bids or proposals.
7. **VETERAN-OWNED SMALL BUSINESS PROGRAM TRACKING FORM (VOSB) (Form #8)** – Respondent must submit a completed and signed VOSB Tracking form with this solicitation. This solicitation is not eligible for a preference based on status as a veteran-owned small business (VOSB). Nevertheless, in order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both prime contract and subcontract levels. San Antonio City Code Chapter 2, Article XI describes the City’s veteran-owned small business preference program.
8. **HEAT ILLNESS PREVENTION ACKNOWLEDGMENT FORM (Form #9)** – Respondent and Co-Respondents must include the complete the Heat Illness Prevention Acknowledgment form with this solicitation. Effective August 31, 2023, the Heat

Illness Prevention Ordinance implemented requirements to certain City-funded contracts involving activities in outdoor and unconditioned spaces. For more detailed information on the Heat Illness Ordinance, see Ordinance No. 2023-08-31-0585 and General Conditions for Construction Contract, Article X.1.5 and Art.X.2.3(a).

9. **PROOF OF INSURABILITY** – Respondent must submit a copy of its current insurance certificate.
10. **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 must be via Civcast at <https://www.civcastusa.com/bids>. Online submission services will open for submitting proposals on **Monday, August 12, 2024**, and close (proposal due date) on **Friday, September 13, 2024, 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 and proposal amounts will be publicly read aloud 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): 1770 23 1452

Meeting password: 3HrMPWvWr58

Join by meeting 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:

1. Pages equal front only
2. No smaller than 11-point font.
3. Be succinct and clear.
4. Keep your submittal relevant to the target project.
5. 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.
6. 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 must 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 must 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, must match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents must include the 11-digit Comptroller's Taxpayer Number on the signature page of the Proposal.

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

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, will 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 **August 28, 2024, at 4:00 p.m. CT**, Questions received after the stated deadline will not be answered.
3. Respondent may ask verbal questions concerning this RFP at the Project's Site-Visit Meeting if one is scheduled.
4. 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. 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.
5. During interviews, if any, verbal questions and explanations will be permitted. If Respondent is invited for an interview and/or demonstration, the City requests Respondents limit the size of their team to no more than four (4) people of Respondent's choosing and subject to City's approval. Attorneys and/or lobbyists are strictly prohibited from attendance. If you are utilizing a subcontractor, a subcontractor representative should be included. The City reserves the right to exclude any persons from interviews as it deems in its best interest.

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm, anticipated City Council agenda date, and a review of the solicitation process.

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

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, must 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 will 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 error 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 will be deemed to be an Independent Contractor(s), responsible for its/their respective acts or omissions, that City will in no way be responsible for Respondent's actions and that none of the parties to this award must 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 must 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. The procurement staff will not deliver the forms to the City Clerk for you. Respondent shall consult its own legal advisor if it has any questions regarding the statute, Form CIQ or CIQ Addendum.

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

P. TEXAS GOVERNMENT CODE §2270.002:

State Prohibitions on Contracts:

This section only applies to a contract that:

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- (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.

"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.

Prohibition on Contracts with Companies Boycotting Israel.

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

"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.

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.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

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

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

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

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

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

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

S. 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 RFQ 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 RFQ is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous RFQ 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.