

CITY OF SAN ANTONIO

REQUEST FOR QUALIFICATIONS ("RFQ")

UNDERGROUND STORM DRAIN VIDEO INSPECTION PROGRAM
(RFQ-PublicWorks03232020JEC)

Release Date: March 23, 2020
Proposals Due: May 11, 2020; 10:00 AM Central Time

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, April 6, 2020.**
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 RFQ or proposal from the time the RFQ 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 RFQ 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 RFQ 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 RFQ entitled "Restrictions on Communication".

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ATTACHMENTS

Contract Template	Exhibit A
SBEDA Ordinance Contract Provisions	Exhibit B
General Conditions	Exhibit C

Forms to be uploaded in CivCast with Statement of Qualifications:

Submittal Checklist and Table of Contents	Form 1
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Required Forms must be Uploaded/Submitted Individually in CivCast:

Respondent Submittal Cover Sheet	Form 2
Contracts Disclosure Form and Instructions	Form 3
Litigation Disclosure Form	Form 4

City of San Antonio

UNDERGROUND STORM DRAIN VIDEO INSPECTION PROGRAM RFQ-PublicWorks03232020JEC

I. BACKGROUND

The City of San Antonio (hereafter referred to as “City”), Public Works Department (hereafter referred to as “Public Works”) seeks Statements of Qualifications (hereafter referred to as “SOQs”) from qualified Respondents interested in providing Professional Storm Water Data Collection and Management Services, as described in this RFQ. City desires proposals that shall, among other things, provide an inventory of City-maintained underground storm water drainage and related surface infrastructure, to include Closed Circuit Televising (CCTV) inspection of all underground structures, condition assessment, population of attribute information and mapping. This information shall be used to assist City with identifying and prioritizing maintenance of storm water infrastructure.

II. SCOPE OF WORK

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

- A. Locate and identify the underground storm water and surface drainage structures within a prescribed area (40 linear miles), to include manholes, inlets, pipes (main and laterals) and culverts (boxes and pipes);
- B. Clean the structures to the degree necessary successfully to perform a complete panoramic Closed Circuit Television (CCTV) inspection or, alternatively, work in coordination with City crews to clean the structures, prior to their inspection;
- C. Using industry standard televising equipment, perform a complete panoramic Closed Circuit Television (CCTV) inspection of the structures and populate the data in PipeLogix Software that is needed to meet Pipe Assessment Certification Program (hereafter referred to as “PACP”) condition assessment standards and collect any additional attribute data City requires for asset management, using Cartegraph (STORM view module) Software;
- D. Place the collected data into the Public Works (hereafter referred to as “Public Works”) Department’s PipeLogix software;
- E. Using PACP certified raters, assess/rate/record the condition of the structures according to National Association of Sewer Service Companies (hereafter referred to as “NASSCO”) standards;
- F. Export the PipeLogix PACP data and other attribute data collected into the Public Works Department’s Cartegraph Asset Management System (STORM view module)

- G. Map City's storm water drainage infrastructure, using the interface capabilities within Pipelogix to export into ESRI ArcGIS, using a projection and coordinate system consistent with City's currently supported version of ESRI ArcGIS;
- H. Furnish all labor, materials, equipment and supervision of staff who shall perform the work;
- I. Provide an Executive Summary, signed and sealed by a Professional Engineer licensed to practice in the State of Texas, of the data collection effort, as well as summarize results into tables, graphic and descriptive text for use by City.

The contract duration is an initial term of one (1) year with two (2), one (1) year renewal options with a total budget of \$4,250,000.00.

TECHNICAL SPECIFICATIONS

A. Project Location

Work is located within the boundaries of the City of San Antonio. City shall furnish GIS feature classes or shape files of City's boundaries, parcels, streets and any other relevant GIS data.

B. Project Schedule and Delivery Plan

The selected Respondent shall provide City with a Project Schedule for the project scope of work and a plan for providing delivery of project deliverables.

C. Project Performance Time

The selected Respondent agrees to start work on the project within thirty (30) calendar days after a written Notice to Proceed is issued by City. All work shall be completed and invoiced by the end of the contract term. It is up to the selected Respondent to provide sufficient equipment and workforce to accomplish the workload within the allotted time frame and within the period of time allotted in any City Right-of-Way permit that may be required.

D. Cleaning Equipment

If cleaning is a part of the selected Respondent's contract, the selected Respondent shall supply equipment for storm sewer cleaning capable of cleaning the structure to the degree needed to perform a complete panoramic Closed Circuit Television (CCTV) inspection. The selected Respondent shall provide City with the technical specifications of the cleaning equipment to be used and the manner by which the cleaning shall be coordinated with the Closed Circuit Television (CCTV) inspection.

The selected Respondent shall submit the equipment manufacturer's operation manual and guidelines to City. The equipment manufacturer's operational guidelines shall be strictly followed. All equipment and devices shall be operated by experienced personnel to minimize the likelihood of damage to the pipe material. For the purposes of this section, the equipment operator shall have a minimum of three (3) years prior experience operating the same or similar equipment. City's Project Representative may request project references that demonstrate the required experience.

City reserves the right and the selected Respondent acknowledges City's Project Representative may disallow the use of certain types of equipment under certain conditions, if City's Project Representative believes that the use of such equipment shall damage the pipe segment being cleaned or shall contribute to an adverse environmental condition. This does not relieve the selected Respondent of any obligations to avoid damage to existing collection system pipelines and appurtenances.

E. Inspection Equipment

The selected Respondent shall be required to provide City with the technical specifications of the Closed Circuit Television (CCTV) equipment that shall be used, to include lighting used to illuminate the structures that are inspected. The selected Respondent also shall confirm its Closed Circuit Television (CCTV) inspection equipment is compatible with the Public Works Department's PipeLogix software.

Visual information collected by the selected Respondent shall be capable of delivery to City on a computer hard drive, in accordance with these specifications.

F. Distance Measurement

The importance of accurate distance measurements is a point of emphasis under this contract for the locations of defects, obstructions, laterals, manhole depths, etc. Measurements for location of defects or laterals shall be made by means of distance-measuring devices as approved by City's Project Representative. The accuracy and calibrations of any distance-measuring device may be reviewed and approved by City. Distance measurements shall be made from centerline of manhole/access point to centerline of manhole/access point or to the blockage when reverse set-ups are necessary.

Marking on the cable or the like that would require interpolation for depth of manholes shall not be allowed. Survey rods are the preferred method to measure the depth of manholes and for determining the size of the existing pipe.

G. Permits

The selected Respondent solely is responsible for making all necessary arrangements to comply with any regulations, provisions or requirements of any right-of-way permits that may need to be issued for work to be performed within City's right-of-way. The selected Respondent shall be responsible for obtaining all necessary right-of-way permits from the City of San Antonio and from any other governing entity, including railroads.

The selected Respondent shall conform to all requirements of the City of San Antonio Tree Preservation Ordinance, including making the proper notifications to City's Arborist and/or obtaining required permits, if necessary.

H. Traffic Control

The selected Respondent shall be responsible for traffic control and shall coordinate this activity with City.

I. Existing Utilities

The selected Respondent shall be held responsible for the protection of existing utilities, as well as all damage which may occur as a result of operations. It shall be the selected Respondent's responsibility to determine the location of existing utilities. The selected Respondent shall pay the cost of temporarily relocating utilities for the convenience of the selected Respondent. In areas where existing utilities are within and adjacent to the established limits of work and could be damaged as a result of the selected Respondent's operations, the selected Respondent shall take all necessary precautions to protect such utilities from damage. Further, should damage to other utilities occur, the selected Respondent shall be fully responsible and shall pay for the repair of any such damage without additional cost to City or the affected utility owner.

Where overhead power lines are in close proximity to the work, the selected Respondent shall comply with the requirements established by Vernon's Texas Civil Statutes Articles 1463c.

J. Communication

The selected Respondent shall have the ability to communicate with City at all times. The Superintendent shall have a cellular telephone at which he/she may be reached at any time. In the unforeseen event that Respondent's Superintendent is unavailable; the selected Respondent shall provide City with an emergency telephone number by the first working day of the Project which may be utilized by City on evenings, weekends and holidays. The telephone number must be a commercial answering service. The answering service must be able to contact the selected Respondent and the selected Respondent must respond back to City immediately after the initial contact.

K. Incident Complaint Log

The selected Respondent shall maintain a log of incidents and customer complaints. Incidents, as used herein, shall mean all events that disrupt productivity, damages infrastructure or that would cause a negative public perception of City. Examples of incidents include the intrusive removal of lodged equipment from the pipe, a sewer spill, a "stop work" order issued by a City right-of-way inspector, citizen complaint, accident, injury, etc. the selected Respondent shall relay all incidents and/or customer complaints to City's Project Manager and Inspector immediately or as soon as is practicable, upon occurrence. The log shall include the date and time of a call or incident, the nature of a complaint and the resolution, if any. The log shall be made available to City upon request.

L. Quality Control and Assurance Plan

The selected Respondent shall prepare and submit a Quality Control and Assurance Plan (hereafter referred to as “QC Plan”) that provides information regarding the policies and procedures that the selected Respondent shall follow to ensure:

- (a) The work is conducted in a timely and professional manner;
- (b) The results of the selected Respondent’s operations shall produce the desired effect; and
- (c) The data collected shall be of appropriate quality.

Respondent’s QC Plan also shall provide information regarding the procedures put in place by the selected Respondent to effectively negate any type of undesirable condition in the collection system that typically is encountered in a project of this nature and magnitude that would materially affect the quality and productivity of the work. Include in Respondent’s QC Plan shall be procedures for taking pictures of the above ground pre- existing area of work, documenting the existing conditions for the purpose of protecting the selected Respondent from any false claims that may arise due to damages to private or public property. The selected Respondent shall submit the QC Plan for approval to City, prior to commencing work. Approval of Respondent’s QC Plan does not; in anyway, relieve the selected Respondent of any liability under its contract. Compensation for preparation of the QC Plan is considered subsidiary to the cost of cleaning, inspection, data collection and condition assessment of the storm water structures. Additional compensation shall not be allowed.

SELECTED RESPONDENT OPERATIONS REQUIREMENTS

A. Mobilizations

Except for mobilization associated with emergency work orders, mobilization on this Project shall be incidental to the work performed and no separate payment shall be made by City for mobilization.

B. Schedule of Operations

Normal working hours are 7:45 a.m. to 4:30 p.m. daily, except for weekends and City holidays. The selected Respondent carefully shall plan, in close coordination with City and prior to beginning any work, fully to develop procedures and standards for the work that is to be scheduled. Employee safety, workmanship standards, tracking progress, submitting deliverables and maintaining the integrity of City operations with minimal disruption shall be the key areas to be addressed during the scheduling of the work. The selected Respondent shall schedule work to accommodate requirements of City of San Antonio Right-of-Way department, particularly as it regards the work days and working hours near schools, churches, during special events and any other requirement which may be imposed by City. The selected Respondent shall provide at least 72 hours advanced notice of any scheduled work outside of normal working hours.

Compensation for preparation and submission of work progress schedules is considered subsidiary to the cost of cleaning, inspection, data collection and condition assessment of the storm water structures. Additional compensation shall not be paid by City for the preparation and submission of work progress schedules.

C. Sequencing of Non-Emergency Work

Sequencing of the work shall be determined by the selected Respondent, unless otherwise required by City. Sequencing of the work shall be discussed between City and the selected Respondent for concurrence prior to commencement of work. Generally, City emergency work orders take precedence. Consequently, the selected Respondent may be required to modify the sequencing due to City emergencies.

Compensation for planning and scheduling the sequence of work is considered subsidiary to the cost of cleaning, inspection, data collection and condition assessment of the storm water structures. Additional compensation shall not be paid by City for sequencing of work.

D. Daily Notifications

Except for emergency work, the selected Respondent shall notify City (through its Project Manager and inspector, at minimum) via e-mail by 7:45 A.M., each work day of the work locations for that day. The selected Respondent shall provide at least 72 hours advanced notice of any scheduled work outside of City's normal working hours. The selected Respondent shall include a description of equipment to be used in its daily notification to City. The selected Respondent also shall notify City's Right-of-Way inspector and/or any other jurisdictions as may be required. Repeated failure to properly notify City and others of work locations may result in stoppage of work and a formal review by City regarding contract compliance, prior to allowing the resumption of work. Extension of the contract completion date shall not be extended due to such work stoppage for City's review.

Compensation for daily notifications is considered subsidiary to the cost of cleaning, inspection, data collection and condition assessment of the storm water structures. Additional compensation shall not be paid by City for Respondent's daily notifications.

E. Third Party Notifications

The COSA Project Manager or COSA Staff shall notify third parties (such as public and private utilities) of its intent to perform work in an area where such third parties may have rights to underground property or facilities. Further, the selected Respondent shall request maps or other descriptive information, as to the nature and location of such underground facilities or property, and selected Respondent shall offer assurance of its ability to enter upon any public or private lands to which access is required for performance of the work under the contract.

If access is required, the following will occur:

For underground facilities on private properties the proper legal documentation for access agreement (City of San Antonio Right of Entry Forms) will be provided by the Project Manager or COSA Staff to the property owners to acquire granted access onto the privately owned properties. Contractor shall not enter the property until granted access is provided by the private property owners through the signed COSA Right of Entry Form.

F. Emergency Work

City may issue emergency work orders. Upon verbal issuance of an emergency work order from City, the selected Respondent shall mobilize and commence work at the designated work site within twenty four (24) hours of notification by City, unless specifically instructed by City otherwise. City shall document the verbal issuance of the emergency work order with a written emergency work order to follow.

It is imperative that the selected Respondent respond in a timely manner, when verbally notified by City of the emergency work requirement. Failure to be mobilized and working at the emergency job site within 24 hours of notification shall be the basis for termination.

If Emergency Work is required, the Responded will provide an estimate which negotiations and approval will be made on each Task Order. Work initiated under normal non-emergency conditions shall not be subject to this increase.

G. Abatement and Remediation Plans and Notifications

In the event that evidence is discovered of an imminent restriction of flow (such as severely crushed pipe, voids or missing pipe, or if pieces of pipe, fresh soil or backfill are noted in the debris removed from the system) or other situation that would result in an overflow or public hazard, the selected Respondent immediately shall contact City. Work on that pipe may resume at the selected Respondent's risk.

The Edwards Aquifer Recharge Zone (hereafter referred to as "EARZ") includes sensitive geological aquifer recharge features. The selected Respondent shall be mindful of and immediately report to City any geological features, particularly solution cavities that may be a direct conduit to the aquifer. If anything of this sort is discovered, the selected Respondent shall cease work at that location until City has investigated and re-authorized Respondent's work.

The selected Respondent shall be liable for all costs of damages, direct and indirect, associated with storm sewer overflows that are caused, directly or indirectly, in whole or in part by its operations.

Compensation for drafting, submitting and executing emergency plans and notifications is considered subsidiary to the cost of cleaning, inspection, data collection and condition assessment of the storm water structures. Additional compensation shall not be paid by City for Respondent's draft, submitting and executing emergency plans.

H. Acquiring Water

As necessary for performance of work under the contract, the selected Respondent solely shall be responsible for obtaining fresh water that may be needed for cleaning.

Compensation for acquiring water and for tracking and reporting water usage is considered subsidiary to the cost of cleaning, inspection, data collection and condition assessment of the storm water structures. Additional compensation shall not be paid by City to Respondent for acquiring water or for tracking and reporting water usage.

I. Pipe Inspection Report

The selected Respondent shall create a digital pipe inspection report for every storm sewer pipe inspected, even if a storm sewer pipe partially is inspected. All observations shall be indexed to the footage counter, documented and coded using the most recent version of the National Association of Sanitary Sewer Companies (hereafter referred to as "NASSCO") PACP guidelines and must be recorded on the PACP storm sewer report, which includes the structural pipe rating index, O&M pipe rating index and the overall pipe rating index for each section of pipe observed.

Pipe inspection data shall be recorded with digital and hard copy deliverables. The video deliverable shall be in a format consistent with the requirements of PipeLogix software. The selected Respondent shall provide a report interpreting the data recorded including, but not limited to, the pipe segment number, manhole and structure numbers, diameter of the pipe, material from which the structure is made, defects outline, volume and/or level of debris, site location, profile of water and pipe level. This report shall be stored digitally in the system software. All observations shall be interpreted and recorded using the NASSCO PACP standard coding schema.

City shall work with the selected Respondent to identify the NASSCO database structure and schema information into which the condition assessment and attributes for each storm sewer pipe can be exported. The header section of all inspection forms shall be populated with all mandatory and non-mandatory fields, as outlined by NASSCO, except for the year-renewed field and year-constructed field, as the selected Respondent shall not be expected to know this information unless it is provided by City.

The selected Respondent shall submit digital pipe inspection reports along with associated inspection data (tabular data, still images, video/audio file, etc.) with each invoice submittal, in a format consistent with the existing City closed circuit television inspection systems and data management systems. As a minimum, hard copy pipe inspection reports and the video file shall display manhole numbers, footage, pipe size and pipe material at all times, in addition to the defect information and lateral connection information. All digital video files shall be in a format compatible with City's software systems.

Compensation for preparation and management of all pipe inspection reports, videos and data bases is considered subsidiary to the cost of cleaning, inspection, data collection and condition assessment of the storm water structures. Additional compensation shall not be paid by City to Respondent for the preparation and management of pipe inspection reports, videos and data bases.

J. Global Positioning System (GPS) Mapping

The selected Respondent shall collect x and y coordinates on all surface-located storm sewer structures and manholes, using global positioning system equipment capable of defining the coordinates of an asset to within “sub-meter” accuracy. Coordinates collected by the selected Respondent shall be identified by the manhole and structure numbers for linking to GIS. All horizontal (x and y) coordinates shall be provided in NAD_1983_StatePlane_Texas_South_Central_FIPS_4204_Feet. The collection of these data points shall be in conformance with established industry practices for quality and accuracy.

Compensation for global positioning system mapping of existing structures and manholes shall be on a “per each” basis for the successful collection of x and y coordinates.

K. Data Management

As part of this contract, the selected Respondent is required to place the collected data into the PUBLIC WORKS Department’s PipeLogix software. Using Pipe Assessment Certification Program (hereafter referred to as “PACP”) certified raters; the selected Respondent shall assess and rate the condition of the structures according to NASSCO standards. The selected Respondent shall be responsible for exporting the PipeLogix PACP data into the Public Works Department’s Cartegraph Asset Management System (STORMview module) and shall map City’s stormwater drainage infrastructure using the interface capabilities within Pipelogix to export into ESRI ArcGIS using a projection and coordinate system consistent with GIS data maintained by City.

Input of the data into the Public Works Department’s rating software (PipeLogix) and asset management system (Cartegraph STORMview module) shall take place no later than the following working day from the time of any inspection activities. The inspections shall require information on each pipe segment or manhole. The information required on pipe segments shall include, but not be limited to, coding the amount of debris, roots and grease removed (light, medium, or heavy), start and ending dates, number of cleaning passes performed to clean a segment, if the cleaning was completed (i.e. yes or no), denotation of heavy cleaning, comments and the length of segment cleaned and/or televised. Such information shall be used to track progress of the selected Respondent and as necessary backup data for invoicing.

The selected Respondent shall maintain a personal geo-data base consisting of the attribute information for the pipes and laterals that are in the scope of this Project. The selected Respondent shall add additional attribute fields to the personal geo-data base for the purpose of tracking work progress and for associating completed work and data to each individual pipe segment. The additional attribute fields shall include, but may not be limited to, the following:

- Actual linear footage and date cleaned
- Actual linear footage and date televised
- PACP ratings
- x and y GPS coordinates for upstream and downstream manholes and structures, and dates obtained
- Comments (for example, cite the reason why a pipe was only partially cleaned or inspected, if a map correction was submitted, if access was a problem, if a reverse set up was made, etc.)

- Video file identification number and video clip file name using a standardized naming convention.
- Name of Selected Respondent
- Contract Number

The selected Respondent shall provide all inspection data (tabular data, still images, video, NASSCO coded segments, etc. regardless of the source) in a digital format and compatible with the existing City closed circuit television inspection systems and data management systems. The selected Respondent shall be able to export the data out of their system and into City system by providing City with a NASSCO PACP export database in a 2007 MS Access Database format along with all associated videos, pictures, etc. The selected Respondent shall load the master file, which contains all the data from the entire project, on a hard drive in the proper format and submit it to City and the selected Respondent shall be responsible for exporting the data into City’s enterprise data system. The selected Respondent shall be responsible for any errors in the data which must be corrected.

The documentation of City’s storm water infrastructure shall be kept and maintained by the selected Respondent digitally, at minimum, for a period of two (2) years after final payment is made. The inspection reports shall be made available to City’s Project Manager or Inspector upon request.

Compensation for data management is considered subsidiary to the cost of cleaning, inspection, data collection and condition assessment of the storm water structures. Additional compensation shall not be paid by City to Respondent for data management.

III. SCHEDULE OF EVENTS

The following tentative schedule has been prepared for this project.

Pre-Submittal Conference:	April 6, 2020 at 10:00 A.M., CT
Deadline for Submission of Written Questions:	April 20, 2020 at 4:00 P.M., CT
RFQ Responses Due:	May 11, 2020 at 10:00 A.M., CT
Anticipated City Council Consideration	August 2020

IV. PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference is scheduled to be held on **Monday, April 6, 2020 at 10:00 A.M., Central Time** through WebEx. Respondents may call the toll-free number listed below and enter the meeting password/access code to participate the day of the conference. Respondents may also log into WebEx at <https://www.webex.com/> to view the Pre-Submittal Presentation and any additional documentation.

WebEx Dial-In Number: 1-415-655-0001
Access Code: 807-138-340

Attendance at the Pre-Submittal Conference is non-mandatory but highly recommended as review experience, expertise, and background of the submittal will be discussed. Respondents are encouraged to prepare and submit questions in writing **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>.

This meeting place is accessible to disabled persons. Interpreters for the Deaf shall be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

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

The City will conduct a comprehensive, fair, and impartial evaluation of all Proposals received in response to this RFQ. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFQ. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon the same criteria. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council by adoption of an Ordinance. Respondent shall provide information or responses to the following items as it relates to Section II, Scope of Services and Respondent's submittal shall include the following items in the following sequence:

1. **SUBMITTAL CHECKLIST AND TABLE OF CONTENTS** – (FORM #1) (Indexed and labeled as “Tab 1”) – Respondent shall complete this form, which shall be used as the Table of Contents and as a checklist for Respondent's submittal.
2. **EXECUTIVE SUMMARY** – (Indexed and labeled as “Tab 2”) – Respondent shall include a one (1) page Executive Summary at the beginning of the Statement of Qualifications. Respondent's Executive Summary shall state the number of years Respondent's team has been in business, Respondent's number of years in business in its local office, Respondent's local office address and the number of employees employed in Respondent's local office.
3. **CONTRACT TEMPLATE AND GENERAL CONDITIONS REVIEW** – (Indexed and labeled as “Tab 3”) – Respondent shall review the Contract Template and its General Conditions, provided hereto and made a part hereof and labeled as RFQ Exhibit A and C, and provide written comments and/or concerns regarding the Contract and General Conditions. If Respondent does not

have any comments and/or concerns, Respondent shall indicate this in this Tab 3. If no objections are submitted by the Respondent, City and Respondent agree Respondent shall sign the Contract as presented, if a contract is awarded.

4. **LETTERS OF REFERENCE** – (required) (Indexed and labeled as “Tab 4”) – Respondent shall provide a total of five (5) letters of reference.
5. **STATEMENT OF QUALIFICATIONS** – Respondent shall provide a narrative document, as outlined in this Statement of Qualification below, addressing all evaluation criteria in **Section II Scope of Services** of this RFQ. Sufficient information regarding Respondent’s past projects and key personnel’s experience shall be provided in Respondent’s submittal to indicate its team has met or exceeded the minimum qualifications provided in Section II of this RFQ in submittal.

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

Evaluation Criteria:

- A. **Background, Experience and Qualifications of Prime Firm, Key Personnel, and Key Sub-Consultants, including Co-Respondent, Joint Venture Party or Partner (35 Points)**
 - (a) **Experience (Indexed and Labeled as “Tab 5”)** – City shall consider the relevance of past experience for all parties proposed as a part of Respondent’s team. Respondent shall provide a narrative, in four (4) pages or less, that describes the team’s qualifications, as they relate to the Project’s scope in this RFQ. Respondent’s submittal shall include how the proposed team has worked together on past similar projects and shall include the number of years working as a team. For any Sub-Consultants listed as part of Respondent’s team, include information on how those Sub-Consultants shall function within the team’s organization. In addition, Respondent shall provide a narrative description of the proposed roles of Respondent and each Sub-Consultant, to include assignments, roles and responsibilities, lines of authority and communication among all team members.
 - (b) **Proposed Key Personnel/Organizational Chart (Indexed and Labeled as Tab “6”)** – Key Personnel Respondent included in this section are expected to be the same personnel that will be assigned to contract, if awarded. Respondent shall provide a detailed organizational chart of its firm, identifying key personnel who shall be committed to working on the various tasks required under this contract. The Proposed Key Personnel shall consist of a Licensed Engineering Consultant with a minimum of five (5) five years demonstrated experience in San Antonio or the South Texas Region with the activities normally associated with the scope of work listed.

Label key personnel assignments as:

- (a) Project Manager
- (b) Storm Water Infrastructure design and/or operation
- (c) Coordination with regulatory agencies
- (d) Coordination with utility companies

- (e) Quality assurance
- (f) Storm Water Asset Management Software's
- (g) Infrastructure data integration and migration

(c) **Resumes (Indexed and Labeled as Tax "7")** - Respondent shall submit one-page resumes for all key team members. Resumes should link to the provided project sheets and also may include additional previously completed relevant projects not highlighted in the provided project sheets. The provided resumes also shall include the license type (if applicable), number of years licensed, location of office, number of years' experience in proposed role and experience with the Firm.

(d) **Project Sheets (Indexed and Labeled as "Tab 8")** – Respondent's submittal shall include, at minimum, three (3) project sheets, limited to one (1) page for each project included, which shall describe similar projects Respondent has completed within the last five (5) years. Each project sheet shall include, at minimum, the following:

1. Name and Description of the project, including similarity to the scope of work in this RFQ;
2. Year of project;
3. Respondent's role in the project;
4. Project Engineer;
5. Project Manager;
6. Project's original and final contract amounts (explain inconsistencies);
7. Project's proposed completion date and actual completion date achieved (explain inconsistencies);
8. Project owner's name and the name of the representative (if different) who served as the day-to-day liaison for the project in the following format:

- a) Name of Owner: _____
- b) Name of Owner's representative: _____
- c) Representative's Phone Number: _____
- d) Representative's E-mail _____
- e) The name of the Prime Firm and key Sub-Consultants and Subcontractors, including S/M/WBE status.

B. Understanding of the Project and Proposed Management Plan (25 Points)

This information shall include Respondent's proposed organizational structure and availability of labor resources (capacity to perform) in executing Respondent's effort. Respondent shall submit information in a brief narrative plan, in two (2) pages or less indexed and labeled as "Tab 9" that clearly and concisely describes Respondent's organization and approach to the project, to include the following:

1. Describe Respondent's project management approach and team organization, for the provision of the services outlined in this RFQ.
2. Detail the current capacity of Respondent's key team individuals and Respondent's capabilities to complete the services outlined herein.
3. Briefly describe Respondent's experience with regard to quality control, accelerated work schedules and value engineering.

C. Team's Experience with San Antonio Region Issues and past experience with City of San Antonio contracts (20 Points)

City is interested in evaluating Respondent's experience with San Antonio issues, as may be evidenced by work in San Antonio and/or the surrounding area during the past five (5) years. In narrative form, using two (2) pages, briefly describe Respondent's experience (if any) in the following areas, referencing projects relating to that experience. Note: Respondent may reference projects included in project sheets under Tab 8 herein or include other projects, but no additional project sheets shall be provided for this criteria. This information shall be indexed and labeled as Tab "10".

- Local area storm sewer data collection and practices;
- Local environmental community, conditions and constraints;
- Involvement in project development as it relates to condition assessment and infrastructure management practices in the local area;
- Firm's experience with private and public utilities within the San Antonio or surrounding area;
- Local site development;
- Building code requirements; and
- City of San Antonio Design Guidelines; and

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

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

- Timely completion of City projects;
- Cooperative working relationship with City;
- Prompt payment of Subcontractors at all levels;
- Compliance with other contract terms;
- Compliance with City Ordinances on substitution/addition/deletion of Subcontractors;

- Provision of contracting opportunities for S/M/WBEs;
- Compliance with City standards;
- Conformance to City budget requirements.

Respondent is expected to examine this RFQ carefully, and understand the terms and conditions for providing the services listed herein and respond completely. Failure to complete and provide any of the above-referenced documents may result in the Respondent's submittal being deemed non-responsive and, therefore, disqualified from consideration by City.

D. SBEDA (20 Points)

SBEDA: SBE Prime Contracting Program – 10 Points

Certified SBE firms headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Respondents proposing at least 51% SBE participation (Prime and/or Subconsultant) will receive Ten (10) evaluation criteria percentage points.

M/WBE Prime Contracting Program – 10 Points

Certified M/WBE firms headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Respondents proposing at least 51% SBE participation (Prime and/or Subconsultant) will receive Ten (10) evaluation criteria percentage points.

No evaluation criteria percentage points will be awarded to Non-SBE or Non-M/WBE respondents through subcontracting SBE or M/WBE firms. There will be no SBEDA Subcontracting Goals API applied for this solicitation.

The SBEDA program was designed to remedy disparity by applying various goals & incentives for S/M/WBEs on City solicitations based upon the availability and utilization of qualified S/M/WBE businesses in a specified industry. The City of San Antonio has experienced success in the utilization of S/M/WBEs in the Architecture and Engineering industry category. Per the 2015 disparity study, S/M/WBEs make up 31% of the total businesses qualified to perform Architecture, Landscape Architecture and Engineering services in the San Antonio Metropolitan Statistical Area, and as of November 2018, payments made by the City to eligible S/M/WBEs in the Architecture and Engineering industry have exceeded the S/M/WBE availability in the San Antonio metro area.

For more details please contact the Small Business Office directly at (210) 207-3922. Please note that City Architecture and Engineering City solicitations may still include other SBEDA program requirements, such as subcontracting goals or mentorship.

Evaluation Criteria Summary	Maximum Points
A. Experience and Qualifications of Prime Firm and Key Sub-Consultants	35 Points
B. Understanding of the Project and Proposed Management Plan	20 Points
C. Team’s Experience with San Antonio Region Issues and Past Experience with City of San Antonio Contracts	25 Points
D-4. SBEDA – SBE Prime Contract Program	10 Points
SBEDA – M/WBE Prime Contract Program	10 Points
TOTAL:	100 Points

E. Required Forms (to be uploaded in CivCast individually):

1. **RESPONDENT SUBMITTAL COVER/SIGNATURE PAGE (Form #2)** – Respondent shall include the completed Submittal Cover/Signature Sheet with the other required forms. The Submittal Cover/Signature Sheet shall be signed by a person (or persons) authorized to bind Respondent and the entity/entities submitting the response. Signature pages signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority. Joint ventures submittals require signatures from all firms participating in the joint venture. Submitting joint ventures are required to provide legal proof of the joint venture, such as a joint venture agreement.
2. **CONTRACTS DISCLOSURE FORM (Form #3)** – Respondent shall complete the form online at: <https://www.sanantonio.gov/eforms/att/ContractsDisclosureForm.pdf>, print a copy of the completed form and upload it into CivCast. If Respondent is proposing as a team or joint venture, each party to that team or joint venture shall complete and submit a separate Contracts Disclosure Form.
3. **LITIGATION DISCLOSURE FORM (Form #4)** – Respondent shall complete a Litigation Disclosure form, utilizing additional pages for explanation, if necessary, and submit the completed form. If Respondent is proposing as a team or joint venture, each party to that team or joint venture shall complete and submit a separate Litigation Disclosure Form.
4. **PROOF OF INSURABILITY** – Respondent shall submit a copy of its current insurance certificate.
5. **CERTIFICATE OF INTERESTED PARTIES TEC FORM 1295** – Effective January 1, 2016, the City of San Antonio is required to comply with Texas Government Code, Chapter 2252, Subchapter Z, and Section 2252.908 (hereafter referred to as “the Code”). The Code states City shall not enter into a contract with a business entity unless and until the business entity has submitted a Certificate of Interested Parties (hereafter referred to as “Form 1295”) to City for filing with the Texas Ethics Commission (hereafter referred to as “TEC”). The Form 1295 requirement imposed upon the City applies to all contracts:

- (a) Having a value greater than \$50,000.00;
- (b) Requiring San Antonio City Council approval and/or
- (c) Renewals, extensions or amendments requiring the approval of the San Antonio City Council.

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

An authorized agent of Respondent then must sign the printed copy of the form containing the unique certification number then must submit the form with Respondent's submittal to City, pursuant to this solicitation, to ensure City and Respondent meet the Code requirements.

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

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

As a result of this new requirement imposed upon City by the Code, City is requiring all Respondents submitting on each project to complete Form 1295, print a copy showing the unique Certification Number and Date Filed in the Certification of Filing box at the upper right corner of Form 1295 for that submittal and sign it. City shall review Form 1295 as part of the Minimum Requirements Review performed upon all proposals received. Deficiencies in or missing Form 1295 shall not be a disqualifying error. Instead, City shall notify a Respondent of any requirements to cure the deficiency and/or to submit/re-submit Form 1295 within two (2) days of notice to remain eligible to be considered for a contract award. City shall include the selected Respondent's Form 1295 in its package prepared for the San Antonio City Council's consideration for contract award

VI. SUBMISSION INSTRUCTIONS

Online submission will be utilized via CivCast at <https://www.civcastusa.com/bids>. Online submission services will open on **Monday, March 10, 2020 and close on May 8, 2020 at 10:00 A.M. CT.**

Follow submittal instructions on <https://www.civcastusa.com/>. Hard Copies, facsimile or email will not be accepted.

Please adhere to the following criteria:

- No smaller than 11 point font;
- Be succinct and clear;
- Keep your submittal relevant to the project;
- Each submittal shall include the sections and attachments in the sequence listed in the **RFQ Section V**, Submittal Document Requirements & Evaluation Criteria, with each section divided by tabs and indexed, as indicated in this RFQ;
- All pages shall be numbered and all sections shall adhere to page limits. If a section does not have a page limit specified; there are no page limits for that section;

- Pages which have project photos, charts and graphs shall be counted towards the maximum number of pages;
- Front and back covers, Table of Contents pages and tabbed divider pages shall not be counted if they do not contain submittal information.

To correctly submit a response to this RFQ, Respondent shall reveal, disclose and state the true and correct name of the individual, proprietorship, corporation and/or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any) submitting the response. The true and correct name shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the signature page of the Proposal.

VII. AMENDMENTS

Changes, amendments or written responses to questions received, in compliance with Section VIII, Restriction on Communication below, may be posted on the CivCast website at: <https://www.civcastusa.com/>.

It is Respondent's responsibility to review this website and ascertain whether any amendments have been made to this RFQ, prior to Respondent's submission of a proposal. If Respondent does not have access to the Internet, Respondent shall notify City, in accordance with Section VIII, Restrictions on Communication below, Respondent wishes to receive copies of changes, amendments or written responses to questions by mail or facsimile.

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

VIII. RESTRICTION 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 RFQ or proposal from the time the RFQ 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 RFQ 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 RFQ and/or proposal submitted by Respondent.

Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Respondents may ask verbal questions concerning this RFQ at the Pre-Submittal Conference. Respondent may submit written questions concerning this RFQ through <https://www.civcastusa.com/> until **4:00 P.M. Central Time, MONDAY, APRIL 20, 2020**. Questions received after the stated deadline shall not be answered.
2. Exceptions to the Restrictions on Communication with City employees include: Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form. The point of contact, Diane Nicho, Interim Economic Development Manager, may be reached by email at Diane.Nicho@sanantonio.gov. This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.
3. Respondent shall provide responses to any questions asked of it by the Staff Contact Person and/or his/her designee about City's SBEDA Program, both before and after responses are received and opened. During interviews, if any, verbal questions addressed to Respondent and its explanations shall be permitted. If interviews are conducted, Respondents shall not bring lobbyists. City reserves the right to exclude any persons from any selection committee meetings it deems in City's best interests.

IX. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

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

- A. A contract or contracts, if awarded, shall be awarded to the selected Respondent(s) whose submittal(s) is/are deemed most advantageous to City, as determined by the selection committee and upon approval by City Council.
- B. City may accept any submittal in whole or in part. If subsequent negotiations are conducted, those negotiations shall not constitute a rejection or alternate RFQ on the part of City. However, final selection of a Respondent is subject to City Council approval.
- C. City reserves the right to accept one or more submittals or reject any or all submittals received in response to this RFQ and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFQ, reissue a subsequent solicitation and/or remedy technical errors in the RFQ process.
- D. City shall require the selected Respondent(s) to execute a contract with City in substantially the same form as the one attached, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of bonds and insurance as required in this RFQ and the contract. Contract documents are not binding until approved by the San Antonio City Attorney's office. In the event the parties cannot negotiate and execute a contract within the time specified by City, City reserves the right to terminate negotiations with that selected Respondent and commence negotiations with another Respondent.

- E. This RFQ does not commit City to enter into a contract or award any services related to this RFQ, nor does it obligate City to pay any costs incurred in preparation or submission of a response or in anticipation of a contract.
- F. City administers its design and construction management through an internet-based project management system. All vendors shall be required to use City's internet-based system and submit Project schedules.
- G. Conflicts of Interest: Respondent acknowledges it is informed the Charter of City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency, such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten percent or more of the voting stock or shares of the business entity, or ten percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a Subcontractor on a City contract, a partner or a parent or subsidiary business entity.
- H. Respondent is required to warrant and certify it, its officers, employees and agents neither are officials nor employees of City, as defined in Section 2-42 of City's Ethics Code. (Discretionary Contracts Disclosure) – Instructions and web-link to electronic form are included in Form 3 of RFQ.
- I. Independent Contractor: Respondent agrees and understands, if selected, it and all persons designated by it to provide services in connection with a contract, is, are and shall be deemed to be an independent contractor(s), is/are responsible for its/their respective acts or omissions, City shall in no way be responsible for Respondent's actions and none of the parties hereto shall have the authority to bind the other(s) or to hold out to third parties it/they has/have such authority.
- J. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires persons or their agents, who seek to contract for the sale or purchase of property, goods or services with City, shall file a completed conflict of interest questionnaire with City Clerk not later than the seventh (7th) business day after the date the person:
1. begins contract discussions or negotiations with City; or
 2. Submits to City an application, response to a request for submittal, offers, correspondence or another writing related to a potential agreement with City. The CIQ form is available from the Texas Ethics Commission at:

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

or

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

Completed CIQ forms and CIQ addendum forms may be delivered by hand to the Office of the City Clerk, Municipal Records Facility, at 719 S. Santa Rosa, San Antonio, TX 78204 or may be mailed to the Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

Respondent shall consult its own legal advisor if it has any questions regarding the statute, CIQ form or CIQ Addendum.

- K. All submittals become the property of City upon receipt and shall not be returned. Any information deemed to be confidential by Respondent should clearly be noted on the page(s) where confidential information is contained; however, City cannot guarantee it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law or pursuant to a Court order.
- L. Any cost or expense incurred by Respondent associated with the preparation of its submittal, attendance at the Pre-Submittal Conference, if any, or incurred during any phase of the selection process shall be borne solely by Respondent.
- M. Solicitation Process Review: If Respondent desires a review of the solicitation process, Respondent shall deliver a written request to the Director of Public Works within seven (7) calendar days from the date the notice of non-selection was sent. When the Public Works Director receives a timely written request, the Public Works Director or his/her designee shall review Respondent's concerns and the solicitation process utilized for legitimacy and procedural correctness. After performing a full review, the Public Works Director shall notify Respondent in writing of his/her determination of the solicitation process utilized.
- N. Debriefings: In an effort to improve solicitation responses, Public Works is making available on its web site a "Solicitation Response Tip List" that includes the top common items that "make or break" submissions. Providing this information, prior to the due date of the submittal, provides Respondent an opportunity to develop a better response for each solicitation. As a result of this up-front effort, each Respondent is entitled to a one (1) debriefing per calendar year after the San Antonio City Council has made an award of a contract on a project if:
 - (a) Respondent is not the selected Respondent for the project; and
 - (b) Respondent has not been debriefed since January 1, 2020Once a firm has been debriefed, it shall not be eligible for future debriefings within that calendar year. A Respondent meeting the above criteria desiring an individual submittal debriefing shall deliver a written request to the Public Works Contract Services Division within seven (7) calendar days from the date a notice of non-selection was sent.
- O. City reserves the right to verify any and all information submitted by Respondents at any time of the solicitation/evaluation process.
- P. Final approval of a selected firm(s) is subject to the action of the San Antonio City Council.

Q. City reserves the right to contact any Respondent to negotiate a contract, if such contact is deemed desirable by City.

ADDITIONAL REQUIREMENTS

Boycott Israel Check

If the contract is (1) 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, then the governmental entity may not contract with a company for goods or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract. Prior to award, the Contract Developer (purchaser) must check the divestment lists to determine if the potential awardee is in violation of this requirement. The divestment lists are maintained by the Texas Safekeeping Trust Company and posted to the CPA website. If the potential awardee is on the list, the contract may not be awarded to that vendor.

Iran, Sudan, & Foreign Terrorist Organization Check

Governmental entities may not contract with a company doing business with Iran, Sudan, or a foreign terrorist organization. Prior to award, the Contract Developer (purchaser) must check the divestment lists to determine if the potential awardee is in violation of this requirement. The divestment lists are maintained by the Texas Safekeeping Trust Company and posted to the CPA website. If the business is in violation, the contract may not be awarded to that vendor.

Intellectual Property.

If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the performance of services. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process, or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, Respondent will immediately:

Either:

obtain, at Respondent's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,

alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Respondent further agrees to:

assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Contract,

assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,

the Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,

the liability claimed shall not have arisen out of the City's negligent act or omission, and the City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

Ownership and Licenses

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Respondent pursuant to the resulting contract shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government record" as used in this document means any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in this document, produced in the course of the work required by any contract awarded pursuant to this RFP, will belong to and be the property of City. Respondent, if awarded a contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded a contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

Respondent, if selected, agrees to comply with all applicable federal, state, and local laws, rules, and regulations governing documents and ownership, access and retention.

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.