



REQUEST FOR QUALIFICATIONS (“RFQ”)

for

ON-CALL PROFESSIONAL ASBESTOS, LEAD AND MOLD CONSULTING SERVICES

(RFQ 2023-021; RFx 6100016497)

Release Date: MARCH 27, 2023

Proposals Due: May 15, 2023; 11:00 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 Tuesday, April 11, 2023.***

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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003 – BACKGROUND

The City of San Antonio (hereafter referred to as “City”), Public Works Department (hereafter referred to as “PWD”) is seeking Statements of Qualifications (hereafter referred to as “SOQ”) from qualified firms interested in providing on-call or as-needed professional asbestos, lead, and mold consulting services.

All firms responding must be qualified and have licensed/certified personnel, in accordance with Federal, State, and local regulations, to provide various asbestos, lead, and mold consulting services.

The City anticipates various projects will arise under the authority of a standby contract, resulting from this RFQ. One or more contracts shall be awarded. Work will consist of various asbestos, lead, and mold consulting services, such as: inspections, asbestos work plans/lead abatement specifications/mold protocols, onsite monitoring during abatement/remediation, asbestos air monitoring, lead/asbestos clearances, post remediation verification for mold, final reports, and consulting services. All services must be following various regulations and standards. Various City departments may fund the work conducted under the resultant standby agreement by requesting services through the Managing Department.

This contract is an agreement for professional asbestos, lead, and mold consulting services. Although there are aspects of performance that require licenses and certifications, the activity is not considered an engineering action.

Minimally, City requires the services of a Texas Department of State Health Services (hereafter referred to as “TDSHS”) licensed asbestos, certified lead, and Texas Department of Licensing & Regulation (hereafter referred to as “TDLR”) licensed mold consulting firm that employs professionals and technicians with sufficient minimum credentials.

For asbestos consulting services, individual certifications may include, but are not limited to:

- TDSHS-licensed asbestos consulting firm
- TDSHS-licensed individual asbestos consultant
- TDSHS-licensed asbestos project manager
- TDSHS-licensed asbestos inspector
- TDSHS-licensed asbestos air monitoring technician

For lead consulting services, individual certifications may include, but not be limited to:

- TDSHS-certified lead firm
- TDSHS-certified risk assessor
- TDSHS-certified abatement project designer
- TDSHS-certified lead inspector

For mold consulting services, individual certifications may include, but not be limited to:

- TDLR-licensed mold consulting firm
- TDLR-licensed mold assessment consultant
- TDLR-licensed mold assessment technician

Where professional consultants are concerned, City’s review of qualifications shall consider highest competency as the primary criterion. One or more contracts may be awarded in response to this RFQ. The selected Respondent(s) shall be retained in a standby mode. As projects are identified and funded, work shall be authorized to the selected Respondent(s). This contract shall begin upon the effective date of the ordinance awarding the contract or October 1, 2023, whichever is later and shall be for a **(3) year term with City having the exclusive option to extend the contract for up to two (2) additional one (1) year periods** under the same terms and conditions as the original contract. The estimated fee per project will vary, with a maximum contract amount of **\$325,000 per year, with a total not to exceed amount of \$1,625,000.**

The enabling Ordinance shall identify the total amount of money that may be expended annually (hereafter referred to as “the annual contract capacity”) under the contract awarded in connection with this RFQ. City does not guarantee that the annual contract capacity shall be spent under the agreement(s), nor that any minimum amount of work shall be authorized. Unless the specific project requirements are determined to preclude a specific consultant from consideration, if more than one contract is awarded, the Managing Department shall attempt to allocate the work evenly among the selected Respondents, according to competency.

004 - SCOPE OF SERVICE

The selected Respondent(s) shall perform consulting activities which shall include, but not be limited to the following: 1) asbestos-containing material (ACM) inspections; 2) ACM abatement oversight; 3) lead inspections; 4) lead abatement oversight; 5) mold inspections; 6) mold remediation protocols; 7) mold post remediation verifications; 8) Miscellaneous activities related to the services to be provided in the contract.

1. Asbestos Surveys:

- **Site ACM Surveys:**

Visual Inspection – A preliminary visual inspection of the facility and/or building shall be performed, to identify suspect asbestos-containing material. (Information gathered during preliminary inspections may be used to estimate the level of effort needed to perform the overall survey for preparation of individual survey project proposals.)

Physical Inspection – Facilities and/or buildings shall be inspected physically, functional space by functional space and homogeneous area by homogeneous area, to determine the potential presence of ACM. A sampling strategy shall be developed to provide comprehensive sampling of homogeneous areas and functional spaces.

Samples Collection – Bulk samples of suspect ACM shall be collected for laboratory analysis. Efforts shall be made to collect samples from inconspicuous areas. Sampling equipment shall be decontaminated, following the collection of each sample. Any debris generated by sampling shall be cleaned by wet methods. Consultant must provide information in their proposal when sample collection may require destructive means, as many of our facilities are considered historical structures.

Documentation – All reports; regardless of the type of sampling, must contain diagrams (e.g., floor plans) showing each sample location for the survey, and pictures of the sample collection. Sample collection also shall be documented during the survey by completing a sample log that includes a description of the sampled material, sample identification, location, condition, accessibility, and approximate quantity (i.e. square footage, linear footage, or volume).

- **Production of ACM Survey Reports:**

Contents – Reports shall include a narrative description of the survey methods, findings, conclusions, and recommendations. Reports also shall include a summary table showing the sample identification, description, location and analytical results. The summary table also shall point out samples with analytical results at or above action levels and specify the material condition and approximate quantity and/or area.

Documentation – Supporting report documentation must include a site diagram, all laboratory analytical results, sample collection log, site photographs and detailed site diagrams showing sample locations. (Consultant must have the capability to prepare and provide computer-aided design (hereafter referred to as “CAD”) or other software design drawings, hand drawings are not acceptable, neither reports without diagrams). Reports require copies of the chain-of-custody for laboratory services.

Review/Submittal – Draft Reports shall be prepared and submitted in electronic format to City's PWD Department for review and comment. Following PWD's Draft Report review, a Draft Final Report shall be prepared to address PWD's comments and submitted to PWD in electronic format for a final review. Only electronic copies are acceptable as deliverables, unless a hard copy is requested.

2. Asbestos Abatement Oversight:

- **ACM Work Plan:**

Prior to work commencing, a Work Plan shall be prepared to address compliance with Local, State and Federal regulations, as well as addressing the protection of workers and visitors to the site and the protection of persons occupying areas adjacent to the site. The Work Plan shall describe the means and methods of the planned asbestos abatement, including the removal, repair, encapsulation, enclosure and/or other ACM abatement identified in the survey and other sampling and/or duties, as requested.

- **Review of ACM Environmental Controls:**

The selected firm(s) shall function as City's onsite representative and shall perform third-party oversight and document air monitoring, to evaluate the effectiveness of environmental controls. Proper methods and procedures described in the Work Plan shall be ensured from the time of site preparation to the completion of abatement activities.

- **Asbestos Cement Pipe Abatement:**

Oversight for the removal of asbestos cement (hereafter referred to as "AC") pipe utilities may be required during City drainage and/or transportation infrastructure construction projects. AC pipe removal oversight may include the implementation and documentation of air monitoring and the review of waste management operations by a third-party.

- **Immediate ACM Response:**

Some projects may require immediate response and mobilization (within 24 hours of notification by PWD) for the collection and evaluation of air samples for asbestos, oversight of ACM removal from a site; and the inspection, sampling and/or evaluation of debris from facility and/or building remodeling/demolition or other activities. Selected firm(s) shall have the capability of responding within a 24-hr. period.

3. Lead Inspections:

- **Site Lead Inspections:**

Visual Inspection – A preliminary visual inspection of the facility and/or building shall be performed, to identify suspected lead, or lead containing materials. (Information gathered during preliminary inspections may be used to estimate the level of effort needed to perform the overall inspection for preparation of individual project proposals.)

Physical Inspection – Facilities and/or buildings shall be inspected physically, surface by surface (unless the scope of work is limited and defined by the Environmental Project Manager), to determine the potential presence of lead. A sampling strategy shall be developed to provide comprehensive sampling of painted surfaces.

Special Projects – Some City projects may require inspection and sampling to evaluate the presence of suspect lead. These projects may include sampling of soils suspected of containing lead, debris from facility and/or building remodel/demolition or other activities.

Samples Collection – Consultant is allowed to use a XRF as a means of sampling, unless chip samples are required for the project. Effort shall be made to collect samples from inconspicuous areas. Sampling equipment shall be decontaminated, following the collection of each sample. Any debris generated by sampling shall be cleaned by wet methods.

Documentation – Diagrams (e.g., floor plans) showing each sample location must be completed during the inspection. Sample collection also shall be documented during the inspection by completing a sample log that includes a description of the sampled material, sample identification, location, condition, accessibility and pictures documenting the areas where samples were tested using the XRF instrumentation.

- **Production of Lead Inspection Reports:**

Contents – Reports shall include a narrative description of the survey methods, findings, conclusions, and recommendations. Reports also shall include a summary table showing the sample identification, description, location and analytical/XRF results. The summary table shall point out samples with analytical results at or above action levels and specify the material condition.

Documentation – Supporting report documentation must include a site diagram, laboratory analytical results, sample collection log, site photographs and detailed site diagrams showing sample locations.

Review/Submittal – Draft Reports shall be prepared and submitted in electronic format to City's PWD Department for review and comment. Following PWD's Draft Report review, a Draft Final Report shall be prepared to address PWD's comments and submitted to PWD in electronic format for a final review. Only electronic copies are acceptable as deliverables, unless a hard copy is requested.

4. Lead Abatement Oversight:

- **Lead Specifications:**

Prior to commencing work, Specifications shall be prepared, to address compliance with State and Federal regulations, the protection of workers and visitors to the site, as well as the protection of persons occupying areas adjacent to the site. The Specifications shall describe the means and methods of lead hazard control work, including the removal, repair, encapsulation, enclosure and/or interim controls of lead identified in the inspection and other sampling and/or duties as requested.

- **Review of Lead Environmental Controls:**

The selected firm(s) shall function as City's onsite representative and perform third-party oversight, to evaluate the effectiveness of environmental controls. Proper methods and procedures described in the Specifications shall be ensured from the time of site preparation to the completion of lead hazard control activities.

- **Immediate Lead Response:**

Some City projects may require immediate response and mobilization (within 24 hours of notification by PWD) the oversight of lead hazard control work from a site and the inspection, sampling, and evaluation of debris from facility and/or building remodeling/demolition or other activities. Selected firm(s) shall have the capability of responding within a 24-hr. period.

5. Mold Inspections:

- **Site Mold Inspections:**

Visual Inspection – A preliminary visual inspection of the facility and/or building shall be performed to identify suspected mold. (Information gathered during preliminary inspections may be used to estimate the level of effort needed to perform the overall inspection for preparation of individual project proposals.)

Physical Inspection – Facilities and/or buildings shall be inspected physically, surface by surface (unless the scope of work is limited and defined by the Environmental Project Manager), to determine the potential presence of mold. A sampling strategy shall be developed to provide comprehensive sampling of mold surfaces.

Samples Collection – Bioaerosol and microbial surface samples to screen areas for hidden reservoirs of mold shall be collected for laboratory analysis.

Documentation – Diagrams (e.g., floor plans) showing each sample location must be completed during the inspection. Sample collection also shall be documented during the inspection by completing a sample log that includes a description of the sampled material, sample identification, location, condition, accessibility and an approximate quantity (surface area), as well as photographic documentation of the areas sampled.

- **Production of Mold Inspection Reports:**

Contents – Reports shall include a narrative description of the inspection methods, findings, conclusions and recommendations. Reports also shall include a summary table showing the sample identification, description, location and analytical results. The summary table shall point out samples with analytical results at or above action levels and specify the material condition and approximate quantity and/or area.

Documentation – Supporting report documentation must include a site diagram, laboratory analytical results, sample collection log, site photographs, and detailed site diagrams showing sample locations.

Review/Submittal – Draft Reports shall be prepared and submitted in electronic format to PWD for review and comment. Following PWD Draft Report review, a Draft Final Report shall be prepared to address PWD's comments and submitted to PWD in electronic format for a final review. Only electronic copies are acceptable as deliverables, unless a hard copy is requested.

6. Mold Remediation Protocol and Post Remediation Verification:

- **Mold Remediation Protocol:**

Prior to work commencing, a Mold Remediation Protocol shall be prepared, to address compliance with State and Federal regulations, the protection of workers and visitors to the site, as well as the protection of persons occupying areas adjacent to the site. The protocol will be in accordance with the Texas Mold Assessment and Remediation Rules, if more than 25 contiguous square feet of mold is discovered. The remediation protocol will include the obligations/requirements of the remediation contractor, safety and logistics considerations, guidelines for engineering controls and remediation work practices, and criteria for evaluation of remediation effectiveness.

- **Post Remediation Verification and Report:**

The selected firm(s) shall function as City's onsite representative and perform post-remediation verification, and close out reports. A visual inspection of the work area will follow the completion of the project. Afterward, the collection of post-remediation verification airborne samples will follow remediation. Bioaerosol samples will be submitted for analysis to an approved laboratory. A clearance report will include a discussion of the remediation activities, analytical laboratory results, and certificate of mold damage remediation.

- **Immediate Mold Response:**

Some City projects may require immediate response and mobilization (within 24 hours of notification by PWD) for the collection and evaluation of microbial airborne samples for mold. Selected firm(s) shall have the capability of responding within a 24-hr. period.

7. Laboratory Analyses:

- The selected laboratory to perform the laboratory analyses must be licensed by the Texas Department of Health and Human Services (TDHHS), the Texas Department of Licensing and Regulation (TDLR), National Lead Laboratory Accreditation Program (NLLAP), and certified by the National Voluntary Laboratory Accreditation (NVLAP) program and/or the American Industrial Hygiene Association (AIHA) program.

8. Additional Environmental Requirements

- The selected Consultant(s) shall exhibit professionalism during all aspects of this contract and perform all work under this contract in accordance with accepted industry standards and practices. The Consultant may be required to provide site safety control and security after the notice to proceed for a specific work order provided by the City. As necessary, the selected Consultant (s) shall install temporary fencing, barricade tape, or other means to control access to unauthorized persons. Costs associated with site security and safety should be included in the specific proposal for a given project. Work methods and quality control measures are the responsibility of the Consultant. The City reserves the right to approve or suspend work methods considered unsafe, illegal, or ultimately detrimental to the project or the City.
- The selected Consultant(s) must perform all work under this contract in accordance with all Local, State, and Federal regulations required to do the work order. The Consultant must follow the TCEQ, the TDSHS, and the TDLR rules and regulations, when applicable. The Consultant must possess all applicable licenses, permits, insurance, and training required to perform environmental work activities. The applicable laws, regulations, and policies, include, but are not limited to:
 - 40 CFR Part 61 Subpart M (National Emission Standards Health Protection (NESHAP) rules)
 - CFR 1910.120 Industrial Waste Operations and Emergency Response
 - 25 TAC 295 Subchapter C (Texas Asbestos Protection Health (TAPHR) rules)
 - 30 TAC 335 Subchapter A (Industrial Solid Waste and Municipal Industrial Waste)
 - 29 CFR 1910.1101 (General Industry Standards for Asbestos)
 - 29 CFR 1910.134 (General Industry Standard for Respiratory Protection)
 - 29 CFR 1926 (Construction Industry)
 - 25 TAC, 295, Subchapter L (General Industry Standards for Mold)
 - 25 TAC 295 Subchapter I (General Industry Standards for Lead)
 - USEPA Renovation, Repair and Painting (RRP) program rules
 - USHUD Lead Safe Housing Rules, 24 CFR Part 35, Subparts B through M

9. 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 +.

10. 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. Consultant, 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 Consultant by law or administrative ruling, or to narrow the standards which Consultant must follow. Accordingly, Consultant 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, Consultant agrees to comply with all applicable legal requirements including, but not limited to, the following:

(A) Consultant 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), Consultant 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 Consultant 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 actually 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 actually 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 posted at all times by the Consultant and its sub Consultants 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 Consultant 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 Consultant, 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 Consultant 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 Consultant does not make payments to a trustee or other third person, the Consultant 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 Consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Consultant 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 Consultant under this contract or any other Federal contract with the same prime Consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Consultant, 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 Consultant or any sub Consultant 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 Consultant, 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 Consultant 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 Consultant 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. Consultants 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.

(ii) (A) The Consultant 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 Consultant 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 Consultant is responsible for the submission of copies of payrolls by all sub Consultants. Consultants and sub Consultants 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 Consultant will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Consultant, 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 Consultant to require a sub Consultant to provide addresses and social security numbers to the prime Consultant 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 Consultant or sub Consultant 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 Consultant or sub Consultant to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Consultant or sub Consultant 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 Consultant or sub Consultant fails to submit the required records or to make them available, the Federal agency may, after written notice to the Consultant, 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 Consultant 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 Consultant 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 Consultant's or sub Consultant'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 Consultant 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 Consultant 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 Consultant shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The Consultant or sub Consultant 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 Consultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for the compliance by any sub Consultant or lower tier sub Consultant 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 Consultant and a sub Consultant 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 Consultant (or any of its sub Consultants) 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 Consultant certifies that neither it (nor he or she) nor any person or firm who has an interest in the Consultant'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), Consultant 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 Consultant or sub Consultant 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 Consultant and any sub Consultant responsible there for shall be liable for the unpaid wages. In addition, such Consultant and sub Consultant 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 Consultant or sub Consultant under any such contract or any other Federal contract with the same prime Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or sub Consultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (C)(2) of this section.

(4) Subcontracts. The Consultant or sub Consultant 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 Consultants to include these clauses in any lower tier subcontracts. The prime Consultant shall be responsible for compliance by any sub Consultant or lower tier sub Consultant with the clauses set forth in paragraphs (C)(1) through (4) of this section.

(D) Consultant acknowledges, understands, and agrees to comply with all applicable provisions of 24 C.F.R. §570.604, Environmental Standards.

(E) Consultant 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, Consultant agrees as follows:

(i) Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Consultant 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. Consultant 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) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, 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) Consultant 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 Consultant's legal duty to furnish information.

(iv) Consultant 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 Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) Consultant 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) Consultant 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 Consultant'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 Consultant'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 Consultant 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) Consultant 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 Consultant or vendor. Consultant 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 Consultant becomes involved in, or is threatened with, litigation with a sub Consultant or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

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

(ii) Consultant agrees to send to each labor organization or representative of workers with which Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant'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, Consultant 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 Consultant is in violation of the regulations in 24 C.F.R. Part 135. Consultant will not subcontract with any sub Consultant where the Consultant has notice or knowledge that the sub Consultant has been found in violation of the regulations in 24 C.F.R. Part 135.

(iv) Consultant will certify that any vacant employment positions, including training positions, that are filled (a) after the Consultant 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 Consultant'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. Consultant agrees to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

(vii) Consultant 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"). Consultant 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 Consultant by law or administrative ruling, or to narrow the standards which Consultant must follow.

(viii) Consultant must assure that all Consultants and sub Consultants 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 Consultant shall include Section 3 as part of every contract awarded in connection with this Project.

(H) Consultant acknowledges, understands, and agrees to comply with all applicable provisions of 24 C.F.R. §570.608, Lead-based paint.

(I) Consultant 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 Consultant resells existing housing built prior to 1978. This does not apply to the sale of empty lots without existing housing units.

(J) Consultant acknowledges, understands, and agrees to comply with all applicable provisions of 24 C.F.R. §570.609, Use of debarred, suspended or ineligible Consultants or sub Consultants.

(K) Consultant acknowledges, understands, and agrees to comply with all applicable provisions of 24 C.F.R. §570.611, Conflict of interest.

(L) Consultant 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. Consultant 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) Consultant agrees to sign and submit an anti-lobbying certification, and require any Consultants 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), Consultant 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. Consultant 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. Consultant 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) Consultant and its Consultants 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) Consultant 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) Consultant 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) Consultant 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) Consultant 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) Consultant 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

(vi) Requiring the prime Consultant, if subcontracts are to be let, to take the affirmative steps listed in clauses (i) through (v).

Legal Requirements Listed Not Exhaustive. Consultant 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 Consultant by law or administrative ruling, or to narrow the standards which Consultant must follow. Consultant 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-Consultant Agreements. Consultant shall assure that all Consultants and sub Consultants 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 Consultant shall include all application provisions as part of every contract awarded in connection with this project.

005 - ADDITIONAL REQUIREMENTS

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 RFQ, 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.

City Data

Vendors awarded a contract with the City of San Antonio agree to comply with the City's Data Governance Administrative Directive 7.12 and Data Security Administrative Directive 7.3a in the same manner required of City employees, interns, volunteers and trainees, for City Data arising out of, resulting from or related to Vendor's activities under such contract.

As between City and Vendor, City is and will remain the sole and exclusive owner of all right, title, and interest in and to all City Data, including all intellectual property rights relating thereto, subject only to any limited license expressly granted to Vendor, and Vendor is and will remain the sole and exclusive owner of all right, title, and interest in and to the Vendor materials, including all intellectual property rights relating thereto, subject only to the authorization and license granted to City.

006 - TERM OF CONTRACT

This contract shall begin upon the effective date of the ordinance awarding the contract or September 1, 2023, whichever is later. The contract shall begin upon the date specified in the award letter, if it does not exceed \$50,000. The contract shall terminate on September 30, 2026.

Renewals:

At City's option, this Contract may be renewed under the same terms and conditions for two (2) additional (1) year period(s). Renewals shall be in writing and signed by Department Director or designee, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding, therefore.

The City intends to award up to three contracts, as a result of this RFQ; however, the final number of awarded contracts will be determined by number of proposals received and the outcome of the evaluation process.

007 - PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at **3:00p.m., Central Time, on April 11, 2023 via WebEx.** Respondents are encouraged to prepare and submit their questions in writing three (3) calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Pre-Submittal Conference participation is optional, but highly encouraged. Respondents may call the toll-free number listed below and enter access code to participate the day of the conference.

Toll Free Number: **1-415-655-0001**

Meeting number (access code): **2468 380 2060**

Meeting password: **swW8mD2ihy2**

Join from the meeting link:

<https://sanantonio.webex.com/sanantonio/j.php?MTID=mdc85cb82abdf5322b364950d227e3b66>

Respondents also have the option to attend the conference via WebEx at www.webex.com and clicking on join.

Call the Staff Contact Person for information to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in the Restrictions on Communication section, after the conclusion of the Conference.

All attendees to the Pre-Submittal Conference are required to sign into the meeting using a QR code provided only during the meeting. This will confirm Respondent's attendance and participation for the Pre-Submittal meeting through WebEx. This information will be compiled into a "sign-in sheet" for the meeting and may be posted to San Antonio e-Procurement System (SAePS).

008 - PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence, noted with the appropriate heading as indicated below. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

Submit **one (1) COMPLETE** proposal response electronically through SAePS. Respondent must comply with the Restrictions on Communication section of this RFQ 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.

Respondent shall limit information regarding the Disadvantaged Business Enterprise Program participation to the respective section designated for this information. PLACING PROGRAM PARTICIPATION INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFQ MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

When submitting electronically through City's portal, scan and upload these documents with your proposal. Each of the items listed below must be uploaded as a separate attachment, labeled with the heading indicated below.

TABLE OF CONTENTS

EXECUTIVE SUMMARY. The summary shall highlight key points and strengths of the proposal, including unique problems perceived by Respondent and proposed solutions to include measurable performance goals for the scope performed.

GENERAL INFORMATION FORM. Use the Form found in this RFQ as Attachment A, Part One.

EXPERIENCE, BACKGROUND & QUALIFICATIONS. Use the Form found in this RFQ as Attachment A, Part Two.

UNDERSTANDING OF THE PROJECT AND PROPOSED MANAGEMENT PLAN. Use the Form found in this RFQ as Attachment A, Part Three.

EXPERIENCE WITH ISSUES IN THE SAN ANTONIO REGION & PAST EXPERIENCE WITH THE CITY OF SAN ANTONIO CONTRACTS. Use the Form found in this RFQ as Attachment A, Part Four.

CONTRACTS DISCLOSURE FORM. Complete and submit a Contracts Disclosure Form with the proposal as Attachment B. The Contracts Disclosure Form may be downloaded at:

- Link to complete form electronically: <https://webapp1.sanantonio.gov/ContractsDisclosure/>
- Link to access PDF form to print and handwrite information: <https://www.sanantonio.gov/portals/0/files/clerk/ethics/ContractsDisclosure.pdf>

1. Download form and complete all fields. All fields must be completed prior to submitting the form.
2. All Respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
 - a. names of the agency board members and executive committee members,
 - b. list of positions they hold as an individual or entity seeking action on any matter listed:
 - (1) The identity of any individual who would be a party to the transaction;
 - (2) The identity of any entity that would be a party to the transaction and the name of:
 - a. Any individual or entity that would be a subcontractor to the transaction;
 - b. Any individual or entity that is known to be a partner or a parent entity of any individual or entity who would be a party to the transaction, or any subsidiary entity that is anticipated to be involved in the execution of the transaction; and
 - c. The board members, executive committee members, and officers of entities listed above; and
 - (3) The identity of any lobbyist, attorney or consultant employed for purposes relating to the transaction being sought by any individual or entity who would be a party to the transaction.
 - c. names and titles of officers of the organization.
3. Click on the "Print" button and place the copy in your proposal response as indicated in the Proposal Checklist.

NOTE: It is recommended not to use Chrome browser to access this form. If you have difficulty accessing, please contact the Staff Contact Person identified in Section 011 of this RFQ.

LITIGATION DISCLOSURE FORM. Complete and submit the Litigation Disclosure Form, found in this RFQ as Attachment C. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

***DISADVANTAGED BUSINESS ENTERPRISE PROGRAM FORM(S).** Complete, sign, and submit any and all SBEDA form(s), found in this RFQ as Attachment D.

***VETERAN-OWNED SMALL BUSINESS (VOSB) PREFERENCE PROGRAM TRACKING FORM.** Complete, sign, and submit VOSB Identification Form found in this RFQ as Attachment E.

PROOF OF INSURABILITY. Submit a letter from insurance provider stating provider's commitment to ensure the Respondent for the types of coverages and at the levels specified in this RFQ if awarded a contract in response to this RFQ. Respondent shall also submit a copy of their current insurance certificate.

CERTIFICATE OF INTERESTED PARTIES HB Form 1295. Respondent must complete, sign, and submit HB Form 1295 as RFQ Attachment F. You may download a copy of the form at:

<https://www.ethics.state.tx.us/filinginfo/1295>

SIGNATURE PAGE. Respondent must complete, sign, and submit the Signature Page found in this RFQ as Attachment G. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFQ as Attachment H.

*Items with an asterisk require a signature.

Respondent is expected to examine this RFQ carefully, understand the terms and conditions for providing the services listed, and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION

009 - CHANGES TO RFQ

Changes to the RFQ, made prior to the due date for proposals shall be made by issuing Addendums. It is Respondent's responsibility to check for Addendums until the proposal due date. City will assume that all Respondents have reviewed all Addendums by the day proposals are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFQ.

010 - SUBMISSION OF PROPOSAL

Proposals must be submitted electronically through the portal. **ONLY ELECTRONIC SUBMISSIONS WILL BE ACCEPTED.**

Submission of Proposals. Respondent shall submit one (1) **COMPLETE proposal** response electronically through SAePS by the due date provided on the Cover Page. Respondent must comply with the Restrictions on Communication section of this RFQ 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.

All times stated are Central Time. Any proposal or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Respondent shall limit information regarding the Disadvantaged Business Enterprise Program participation to the respective section designated for this information. PLACING PROGRAM PARTICIPATION INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFQ MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

Proposals must be electronically received no later than **11:00 a.m., Central Time, on Monday, May 15, 2023**, through the SAePS portal. Any proposal or modification received after this time shall not be considered and will be returned, unopened to the Respondent. Respondents should note that delivery of bonds or any other required hard copy documents as mentioned in solicitation, to the P.O. Box address in a timely manner does not guarantee its receipt in the Finance Department, Purchasing Division by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Proposals sent by facsimile or email will not be accepted.

Proposal Format. **ELECTRONIC** proposals must include **ALL** the sections and attachments in the sequence listed in the RFQ Section 008, Proposal Requirements, and each section and attachment must be indexed as in the Table of Contents page. For electronic submissions through the portal each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the time and date set for submission of proposals, and submitted in the same manner as original proposals. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the original proposal is being withdrawn. For electronic proposals, a modified proposal will automatically replace a prior proposal submission.

City is not responsible for lost or misdirected proposals or modifications.

Certified Vendor Registration Form. If Respondent has not completed City's Certified Vendor Registration (CVR) Form. Respondent is required to do so prior to the due date for submission of proposals. The CVR form may be accessed at: <http://www.sanantonio.gov/purchasing/>. Respondents must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short hand names will be accepted in place of the full, true and correct legal name of the entity.

Correct Legal Name.

Respondents who submit proposals to this RFQ shall correctly 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). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names 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 General Information form found in this RFQ as Attachment A.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of Finance Department shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

Firm Offer. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred and eighty (180) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

Confidential or Proprietary Information. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted; however, City cannot guarantee that 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.

Cost of Proposal. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

011 - RESTRICTIONS ON COMMUNICATION

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:

Respondents may ask verbal questions concerning this RFQ at the Pre-Submittal Conference.

Respondents may submit written questions concerning this RFQ to the Staff Contact Person listed below until 2:00 p.m., Central Time, Wednesday, April 19, 2023. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail to:

Sandra Rios, Procurement Specialist III
City of San Antonio, Finance Department – Purchasing Division
Sandra.Rios@sanantonio.gov

A Respondent that has an ongoing business relationship with the City may communicate with City employees to the extent necessary to perform the Respondent's duties and obligations related to that business relationship.

Questions submitted and the City's responses will be posted with this solicitation.

Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. The Staff Contact Person may request clarification to assist in evaluating Respondent's proposal. Such additional information must be provided within two (2) business days from City's request. During interviews, if any, verbal questions and explanations will be permitted. The City reserves the right to exclude any persons from the interviews as it deems in its best interests.

Respondents and/or their agents are encouraged to contact the Disadvantaged Business Office for assistance or clarification with issues specifically related to the City's Disadvantaged Business Enterprise (DBE) Program (DBE) and/or completion of the required DBE forms. The point of contact is Courtney McClure. He can be reached by telephone at (210) 207-4633 or by email at Courtney.McClure@sanantonio.gov. Contacting the Disadvantaged Business Office regarding this RFQ after the proposal due date is not permitted.

Respondents may contact the Vendor Support staff at (210) 207-0118 or by email at vendors@sanantonio.gov for assistance with vendor registration.

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.

012 - EVALUATION OF 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.

Evaluation Criteria:

A. Experience, Background, Qualifications (45 points)

B. Understanding of the Project and Proposed Management Plan (35 points)

C. Experience with issues in the San Antonio Region & past experience with the City of San Antonio Contracts (20 points)

013 - 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.

The contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.

City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they 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.

City reserves the right to accept one or more proposals or reject any or all proposals 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, and reissue a subsequent solicitation, and/or remedy technical errors in the RFQ process.

City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFQ and the contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

This RFQ does not commit City to enter into a contract, award any services related to this RFQ, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.

The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.

Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the 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.. 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: the City officer or employee; their spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;; an entity in which any individual listed above owns ten (10) percent or more of the voting stock or shares of the entity, or ten (10) percent or more of the fair market value of the entity; or an entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary entity.

Respondent is required to warrant and certify that it, its officers, employees, and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City's Ethics Code. (Contracts Disclosure – Form may be found online at <https://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>)

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

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 the City, shall file a completed 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 §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/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

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

If delivering by hand, deliver to Office of the City Clerk, c/o Municipal Records Facility, 719 S. Santa Rosa, San Antonio, Texas, 78204.

Do not include these forms with your proposal. The Purchasing Division will not deliver the forms to the City Clerk for you.

014 - SCHEDULE OF EVENTS

Following is a list of **projected dates/times** with respect to this RFQ:

RFQ Release Date:	March 27, 2023
Pre-Submittal Conference:	April 11, 2023 @ 3:00 p.m., Central Time
Final Questions Accepted:	April 19, 2023 @ 2:00 p.m., Central Time
Proposal Due:	May 15, 2023 @ 11:00 a.m., Central Time

015 - RFQ EXHIBITS

RFQ EXHIBIT 1

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

Posted as a separate document.

RFQ EXHIBIT 2

INSURANCE REQUIREMENTS

No later than 30 days before the scheduled service under this Agreement, CONTRACTOR must provide a completed Certificate(s) of Insurance to CITY’s Public Works Department. The certificate must be:

- clearly labeled with the legal name of the event in the Description of Operations block;
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance);.
- properly endorsed and have the agent’s signature, and phone number,

Certificates may be mailed or sent via email, directly from the insurer’s authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by CITY’S Public Works Department. No officer or employee, other than CITY’S Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing this Agreement, CONTRACTOR certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the Event.

The City’s Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

CONTRACTOR shall obtain and maintain in full force and effect for the duration of this Agreement, at CONTRACTOR’S sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. If the CONTRACTOR claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

PROJECT: ON-CALL PROFESSIONAL ASBESTOS, LEAD AND MOLD CONSULTING SERVICES

TYPE	AMOUNTS
1. Workers' Compensation	\$ 1,000,000 E.L. each accident
2. Employers' Liability	\$ 1,000,000 E.L. Disease - each employee \$ 1,000,000 E.L. Disease - policy limit
3. Commercial General Liability Insurance to include coverage for the following: Premises/Operations Products/Completed Operations Personal/Advertising Injury Contractual Liability	For Bodily Injury and Property Damage of: \$ 1,000,000 per occurrence; \$ 2,000,000 general aggregate, or its equivalent in umbrella or excess liability coverage must include per project aggregate.
4. Business Automobile Liability: <i>Applicable for this contract</i> Owned/leased vehicles Non-owned vehicles Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of: \$ 1,000,000 per occurrence
5. Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	\$ 1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.
6. Umbrella or Excess Liability Coverage	\$ 2,000,000 per occurrence combined limit Bodily Injury (including death) and Property Damage.
Additional Requirements: NA	

CONTRACTOR must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of CONTRACTOR and provide a certificate of insurance and endorsement that names CONTRACTOR and CITY as additional insureds. Respondent shall provide CITY with subcontractor certificates and endorsements the subcontractor starts work.

If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. CONTRACTOR must comply with such requests within 10 days by submitting the requested insurance documents to the CITY at the following address:

City of San Antonio
Attn: **Public Works Department**
P.O. Box 839966
San Antonio, Texas 78283-3966

CONTRACTOR'S insurance policies must contain or be endorsed to contain the following provisions:

- Name the CITY, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
- Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.
- Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability, and auto liability policies in favor of CITY; and
- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, CONTRACTOR shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend CONTRACTOR'S performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies CITY may have upon CONTRACTOR'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order CONTRACTOR to stop work and/or withhold any payment(s) which become due to CONTRACTOR under this Agreement until CONTRACTOR demonstrates compliance with requirements.

Nothing contained in this Agreement shall be construed as limiting the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR'S or its subcontractors' performance of the work covered under this Agreement.

CONTRACTOR'S insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.

The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.

CONTRACTOR and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

RFQ EXHIBIT 3

INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFQ, Respondent shall be required to comply with the indemnification requirements set forth below:

INDEMNIFICATION

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this Contract, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Respondent agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by RESPONDENT in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. RESPONDENT shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If RESPONDENT fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and RESPONDENT shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of RESPONDENT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for RESPONDENT or any subcontractor under worker's compensation or other employee benefit acts.

RFQ EXHIBIT 4

**VETERAN-OWNED SMALL BUSINESS
PREFERENCE PROGRAM (VOSBPP) ORDINANCE**

Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation.

For more information on the program, refer to the Veteran-Owned Small Business Preference Program Tracking Form attached to this solicitation.

Respondent must complete and return the attached Veteran-Owned Small Business Preference Program Identification Form.

RFQ EXHIBIT 5

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.

This section only applies to a contract that:

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

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

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

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

RFQ EXHIBIT 6

PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES

This section only applies to a contract that:

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

"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.

"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.

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.

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.

RFQ EXHIBIT 7

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES

This section only applies to a contract that:

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

"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.

"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).

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.

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.

RFQ EXHIBIT 8

CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS 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. Respondent 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 Respondent's certification. If found to be false, or if Respondent is identified on said list during the course of its contract with City, City may terminate the Contract for material breach.

016 - RFQ ATTACHMENTS

RFQ ATTACHMENT A, PART ONE

GENERAL INFORMATION

- 1. **Respondent Information:** Provide the following information regarding the Respondent. (NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: _____

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

Unique Entity ID (generated by SAM.gov): _____

Business Structure: Check the box that indicates the business structure of the Respondent.

Individual or Sole Proprietorship. If checked, list Assumed Name, if any: _____

Partnership

Corporation If checked, check one: For-Profit Nonprofit

Also, check one: Domestic Foreign

Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

(NOTE: This RFQ solicits proposals to provide services under a contract which has been identified as "High Profile." Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

Provide address of office from which this project would be managed:

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

List Related Companies:

2. Contact Information: List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes ___ No ___

4. Is Respondent authorized to do business with the State of Texas Secretary of State?

Yes ___ No ___ If "Yes", provide registration number.

5. Where is the Respondent's corporate headquarters located? _____

6. Local/County Operation: Does the Respondent have an office located in San Antonio, Texas?

Yes ___ No ___ If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its San Antonio office?

Years _____ Months _____

b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes ___ No ___ If "Yes", respond to c and d below:

c. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months _____

d. State the number of full-time employees at the Bexar County office. _____

7. Debarment/Suspension Information: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes ___ No ___ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. Surety Information: Has the Respondent ever had a bond or surety canceled or forfeited?

Yes ___ No ___ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

9. Bankruptcy Information: Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes ___ No ___ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. Disciplinary Action: Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? Yes ___ No ___ If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

11. Previous Contracts:

a. Has the Respondent ever failed to complete any contract awarded?

Yes ___ No ___ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name? Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

12. Financial Review: Is your firm publicly traded? Yes ___ No ___ If "Yes", provide your firm's SEC filing number.

REFERENCES

Provide THREE (3) reference letters from THREE (3) separate organizations/companies/firms, that the Respondent has provided services to within the past three (3) years. The contact person named on the reference letter should be familiar with the day-to-day management of the contract and would be able to provide type, level, and quality of services performed. In addition, please provide the contact information below of the references you have submitted.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

RFQ ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture. **Respondent shall limit information regarding the Veteran-Owned Small Business Preference Program participants (and associated certifications for any joint ventures or sub-contractors).**

Experience, Background and Qualifications of Prime Firm, Key Personnel, Key Sub-Consultants, including Co-Respondent, Joint Venture or Partner

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

- a) **Experience (Indexed and Labeled as “Attachment A, Part Two, Tab 1”)** – City shall consider the relevance of past experience for all parties proposed as a part of Respondent’s team. Respondent shall provide a narrative, in two (2) pages or less, describing the team’s qualifications, as they relate to the Project’s scope in this 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, Respondent shall include information on how those named Sub-Consultants shall function within the team’s organization. In addition, Respondent shall provide a narrative description of the proposed roles of Respondent and each Sub-Consultant, to include assignments, roles and responsibilities, lines of authority and communication among all team members.
- b) **Proposed Key Personnel/Organizational Chart (Indexed and Labeled as “Attachment A, Part Two, Tab 2”)** – Respondent shall provide a detailed organizational chart of its firm, identifying key personnel committed to working on the various tasks of this contract. The Proposed Key Personnel shall consist of a Licensed Consultant with a minimum of five (5) years demonstrated experience in Environmental Services.

Label assignments as:

1. Coordination of the project and ensuring compliance with regulatory requirements;
 2. Quality assurance/quality control coordination for submitting documentation;
 3. Proposed TDSHS Licensed Asbestos Consultant;
 4. Proposed TDSHS Licensed Project Manager;
 5. Proposed TDSHS Licensed Technician(s);
 6. Proposed TDSHS Certified Lead Risk Assessor;
 7. Proposed TDSHS Certified Lead Project Designer;
 8. Proposed TDSHS Certified Lead Inspector;
 9. Proposed TDLR Mold Assessment Consultant;
 10. Proposed TDLR Mold Assessment Technician, and;
 11. Sub-Consultants (for any services deemed necessary to fulfill the duties under this contract).
- c) **Resumes (Indexed and Labeled as “Attachment A, Part Two, Tab 3”)** – Respondent shall submit one-page resumes for all its key team members. Resumes should link to project sheets and also may include additional previously-completed relevant projects not highlighted in the project sheets. Resumes also shall include:
1. License type (if applicable) and number of years licensed
 2. Number of years employed with the Firm
 3. Number of years’ experience in proposed role corresponding to the assignments included in the organizational chart
 4. City of residence
- d) **Project Sheets (Indexed and Labeled as “Attachment A, Part Two, Tab 4”)** – Respondent’s submittal shall include, at maximum, 9 (nine) project sheets, limited to one (1) page for each project included, describing similar projects Respondent has completed within the last five (5) years, and shows the most relevant work experience for this project. Submitting firm may submit one (1) additional project sheet for a project of which they are particularly proud. Three projects portraying a lead assessment, three for asbestos, and three for mold are required to be included. 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. TDSHS Licensed Asbestos Consultant, TDSHS Certified Lead Firm, and TDLR Licensed Mold Assessment Consultant and note whether this person will work on this contract and his/her role planned for this contract
4. Project Manager and note whether this person will work on this contract and his/her role planned for this contract;
5. Budget for project;
6. Project's proposed completion date and actual completion date achieved (explain inconsistencies)
7. Names of Respondent's team members who worked with on the project. Kindly indicate if the named team members are still retained by Respondent;
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:
 - Name of Owner
 - Name of Owner's representative
 - Representative's Phone Number
 - Representative's E-mail

RFQ ATTACHMENT A

PART THREE

UNDERSTANDING OF THE PROJECT AND PROPOSED MANAGEMENT PLAN

(Indexed and Labeled as “Attachment A, Part Three, Tab 1 and Tab 2”)

a) Understanding of the Project (Indexed and Labeled as “Attachment A, Part Three, Tab 1”)

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

b) Proposed Management Plan (Indexed and Labeled as “Attachment A, Part Three, Tab 2”)

This information should include the firm’s proposed organizational structure, availability of labor resources (capacity to perform) in executing the firm’s effort. The firm shall submit information in a brief narrative plan that clearly and concisely describes the organization and approach to project to the information below:

1. Describe Respondent’s understanding of the primary objectives of the contract;
2. Describe Respondent’s approach to obtaining input from stakeholders, assessing biases and gaining consensus and support
3. Indicate the percentage of time to be devoted to the projects outlined in this RFQ.
4. Describe your firm’s project management approach and team organization for the provision of the services outlined in this RFQ.
5. Detail the current capacity of key team individuals in your local office and the firm’s capabilities to complete the services outlined herein.
6. Briefly describe the firm’s plans for quality control, dispute resolution, and safety management in providing the services outlined in this RFQ.
7. Briefly describe your Firm’s understanding of this project, including all of the requirements to successfully complete the project(s). Provide the approach of your firm and/or team partner(s) in meeting those requirements and comprehensively address all the issues, standards and requirements needed to produce a finished project. Include the following.
 - a. Describe respondent’s project management approach and team organization for the provision of services outlined in this RFQ.
 - b. Describe respondent’s approach to design management including quality control and quality assurance;
 - c. Describe respondent’s approach to schedule management.

RFQ ATTACHMENT A

PART FOUR

EXPERIENCE WITH ISSUES IN THE SAN ANTONIO REGION & PAST EXPERIENCE WITH THE CITY OF SAN ANTONIO CONTRACTS

(Indexed and Labeled as “Attachment A, Part Four, Tab 1”)

Prepare and submit narrative responses to address the following items.

The City is interested in evaluating Respondent’s and Respondent’s key Sub-Consultants’ experience with San Antonio issues, as may be evidenced by work in San Antonio and the surrounding area, during the past five (5) years. In narrative form, using a maximum of four (4) pages, briefly describe Respondent’s and its team’s experience in the following areas, referencing projects relating to that experience. (Note: you may reference projects included in the project sheets under **Criteria A** above or include other projects, but no additional project sheets shall be provided for this criteria.)

- a) Name and description of the project;
- b) Scope of the project as performed by the Respondent. If Respondent was part of a team, please indicate the role played by the Respondent;
- c) Project cost;
- d) Project start and completion dates;
- e) Project owner
- f) Names of Respondent’s team members who worked with the project, and if they belong to the local office. Kindly indicate if the team members still retained by Respondent.
- g) The project’s owner’s name and the name of the representative (if different) who served as the day-to-day liaison for the project in the following format:
 - Name of Owner: _____
 - Name of Owner’s representative: _____
 - Representative’s Phone Number: _____
 - Representative’s E-mail: _____

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

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

RFQ ATTACHMENT B

CONTRACTS DISCLOSURE FORM

Complete and submit a Contracts Disclosure Form with the proposal. The Contracts Disclosure Form may be downloaded at:

- Link to complete form electronically: <https://webapp1.sanantonio.gov/ContractsDisclosure/>
 - Link to access PDF form to print and handwrite information: <https://www.sanantonio.gov/portals/0/files/clerk/ethics/ContractsDisclosure.pdf>
1. Download form and complete all fields. All fields must be completed prior to submitting the form.
 2. All Respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
 - a. names of the agency board members and executive committee members,
 - b. list of positions they hold as an individual or entity seeking action on any matter listed:
 - (1) The identity of any individual who would be a party to the transaction;
 - (2) The identity of any entity that would be a party to the transaction and the name of:
 - a. Any individual or entity that would be a subcontractor to the transaction;
 - b. Any individual or entity that is known to be a partner or a parent entity of any individual or entity who would be a party to the transaction, or any subsidiary entity that is anticipated to be involved in the execution of the transaction; and
 - c. The board members, executive committee members, and officers of entities listed above; and
 - (3) The identity of any lobbyist, attorney or consultant employed for purposes relating to the transaction being sought by any individual or entity who would be a party to the transaction.
 - c. names and titles of officers of the organization.
 3. Click on the "Print" button and place the copy in your proposal response as indicated in the Proposal Checklist.

NOTE: It is recommended not to use Chrome browser to access this form. If you have difficulty accessing, please contact the Staff Contact Person identified in Section 011 of this RFQ.

RFQ ATTACHMENT C

LITIGATION DISCLOSURE FORM

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes ___ No ___

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes ___ No ___

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes ___ No ___

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim, or litigation, as applicable. Any such information should be provided on a separate page, attached to this form, and submitted with your proposal.

RFQ ATTACHMENT D

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM FORMS

Posted as a separate document.

RFQ ATTACHMENT E

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM TRACKING FORM

Posted as a separate document.

RFQ ATTACHMENT F

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 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/filinginfo/1295>

Print and sign 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 RFQ number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234, or RFCSP 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.

RFQ ATTACHMENT G

SIGNATURE PAGE

Respondent, and co-respondent, if any, must complete City’s Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <http://www.sanantonio.gov/purchasing/>.

By submitting a proposal, electronically, Respondent represents that:

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

If awarded a contract in response to this RFQ, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFQ Exhibits 2 & 3.

If awarded a contract in response to this RFQ, Respondent will be able and willing to comply with all representations made by Respondent in Respondent’s proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the Respondent General Information form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

To comply with the City’s Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S)he is authorized to submit this proposal on behalf of the entity.

Acknowledgment of Prohibition regarding Campaign and Officeholder Contributions

I acknowledge that the contract to be awarded pursuant to this RFQ has been designated a “high-profile” contract. I have read and understand the provisions regarding high profile contracts that appear on the cover page of this RFQ.

Complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

When submitting your proposal electronically, through City’s portal, Co-Respondent must also log in using Co-Respondent’s log-on ID and password and submit a letter indicating that Co-Respondent is a party to Respondent’s proposal and agrees to these representations and those made in Respondent’s proposal. While Co-Respondent does not have to submit a copy of Respondent’s proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

RFQ ATTACHMENT H

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order. **Respondent shall limit information regarding the Disadvantaged Business Enterprise participation and any reference to the Respondent's proposed price or revenue to the respective section designated for this information. PLACING PROGRAM PARTICIPATION OR PRICE/REVENUE INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFQ MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

Document	Initial to Indicate Document is attached to Proposal
Table of Contents	
Executive Summary	
General Information Form and Three (3) Reference Letters RFQ Attachment A, Part One	
Experience, Background and Qualifications RFQ Attachment A, Part Two	
Understanding of the Project and Proposed Management Plan RFQ Attachment A, Part Three	
Experience with issues in the San Antonio Region & past experience with the City of San Antonio Contracts RFQ Attachment A, Part Four	
+Contracts Disclosure Form RFQ Attachment B	
Litigation Disclosure Form RFQ Attachment C	
+ Disadvantaged Business Program Form (s) RFQ Attachment D; and Associated Certificates, if applicable	
+Veteran-Owned Small Business Preference Program Tracking Form RFQ Attachment E	
Proof of Insurability (See RFQ Exhibit 2) Insurance Provider's Letter and a Copy of Current Certificate of Insurance	
+Certificate of Interested Parties (Form 1295) RFQ Attachment F	
+Signature Page RFQ Attachment G	
Proposal Checklist RFQ Attachment H	
+Signed Addenda, if applicable.	
One <u>COMPLETE</u> (1) electronic submission through SAePS.	

+Documents marked with a (+) on this checklist require a signature.

Be sure all forms that require a signature are done so prior to submittal of the proposa