

CITY OF SAN ANTONIO

CAPITAL IMPROVEMENTS MANAGEMENT SERVICES DEPARTMENT



**REQUEST FOR PROPOSALS:
ON-CALL ENVIRONMENTAL REMEDIATION SERVICES**

CIMS080811EF

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 who contributes to City Council elections, from the tenth (10th) business day after a contract solicitation has been released until thirty (30) calendar days after the contract has been awarded:

1. legal signatory of a high-profile contract;
2. any individual seeking a high-profile contract;
3. any owner or officer of an entity seeking a high-profile contract;
4. the spouse of any of these individuals;
5. any attorney, lobbyist or consultant retained to assist in seeking contract.

A high-profile contract cannot be awarded to an individual or entity if a prohibited contribution has been made by any of the above-listed individuals during the "blackout" period.

RFP ISSUE DATE: Monday, August 8, 2011

SUBMITTAL DEADLINE: FRIDAY, September 9, 2011 AT 2:00 PM

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REQUEST FOR PROPOSALS

ON-CALL ENVIRONMENTAL REMEDIATION SERVICES

I. BACKGROUND

The City of San Antonio (City), Capital Improvements Management Services (CIMS), is seeking proposals from qualified firms to perform environmental remediation activities for various City projects in various locations. Typical work to be performed under this Contract will consist of excavation, removal, transportation and disposal of impacted soil and water from City streets, drainage ways, City-owned property, Right-of-Way (ROW) easements and other City properties. Contractors interested in performing these services must submit a proposal in accordance with the following minimum requirements contained in this document. Responses must follow the order and sequence as set out in Section V, Document Requirements, of this document. Up to three (3) qualified firms may be selected for this contract.

II. SCOPE OF WORK

This On-Call Contract will use Indefinite Delivery Orders (IDO) and Indefinite Delivery Quantities (IDQ) to respond to and perform environmental remediation related activities involving impacted soil and water media. The services to be provided will be used on an as-needed basis. Work to be performed under this Contract will consist of excavation, removal, loading, transportation and disposal of impacted soils and/or water. The contaminants that have the potential to be present in the media include, but they are not limited to RCRA 11 metals, semi-volatile organic compound (SVOC), volatile organic compounds (VOCs), Total Petroleum Hydrocarbons (TPH), polycyclic aromatic hydrocarbons (PAHs), Polychlorinated biphenyls (PCBs), Asbestos Cement Pipe (AC), etc. Other work may include backfilling excavations, stockpiling, removal, waste characterization, recycling of construction debris, and disposal of construction/waste debris, industrial waste, hazardous waste, toxic waste, transite pipes (asbestos cement pipe), Petroleum Storage Tanks (PSTs) and petroleum impacted waste and liquid wastes from City property. City will provide project-specific laboratory analytical data of the media to be handled for each delivery order.

The scope of work may include projects that require response and mobilization for the same day service (such activities may include the removal of liquid waste), or within 24 or 48 hours of notification by the City, to remove potentially impacted media from a given project. Most of the work orders will require the Contractor to mobilize to the site as indicated by City and complete the scope of work within the proposed time specified in the approved work order. Emergency response activities, such as immediate containment of spills, suppression of fires, vehicle accidents, etc., are not included within this Contract.

The quantities included in Exhibit 2, Pricing Schedule, are estimates. City does not guarantee any minimum quantity of work associated with this Contract. Actual payment will be based on the documented quantities and the appropriate unit prices. Work shall be performed in accordance with the City of San Antonio's Standard Specifications for Construction (2008) Located on the City's website at:

<http://www.sanantonio.gov/cims/standardspecificationsV2.asp>

DELIVERY ORDERS

The selected Contractor will be verbally notified of the proposed scope of work. At such time, the selected Contractor will meet with a City representative, inspect the proposed work site and discuss the specific scope of work for each proposed delivery order. The selected Contractor will submit a written cost estimate proposal to City representative based on the Contract Unit Prices, as established in the Price Proposal Form contained herein. Only the applicable Unit Prices submitted on this form shall be considered in developing the cost estimate. City will review and approve the cost estimate prior to releasing a delivery

order. Each line item identified on the Price Proposal Form shall be independent from the other line items. All costs, equipment, labor, profit and overhead shall be included in the Unit Price for each line item to complete the work. The selected Contractor shall use only those line items necessary to fulfill a particular task order. Any cost or scope of work discrepancies shall be corrected and agreed upon by City and selected Contractor prior to releasing the task order. The selected Contractor shall not proceed with the work activities until Contractor receives written documentation approving the scope of work and the total project cost.

A. EXCAVATION OF IMPACTED SOILS

Contractor shall be responsible for field verifying all underground utilities and obtaining appropriate permits prior to beginning excavation activities. Contractor shall, at a minimum, contact a utility locate service and coordinate utility inspections for field verification purposes. Contractor shall field verify all utilities prior to excavation. City shall not be responsible for any damage to utilities or other underground structures as a result of Contractor's excavation activities. Contractor fully shall be responsible and liable for any damages to utilities, private property, and infrastructure and any consequential damage arising from impact to utilities or underground structures as a result of Contractor's excavation or any other activity. Contractor fully shall be responsible to obtain a right-of way (ROW) permit, from the City of San Antonio's ROW Division, for traffic control measures and street/sidewalk restoration. Contractor shall be responsible for providing traffic control measures for projects deeming this service. Contractor shall excavate all soils using all necessary heavy equipment, including but not limited to such equipment as a backhoe, grad all, excavator, or dozer, unless field conditions warrant hand excavation. Contractor shall employ work methods to prevent cross-contamination of media and equipment. When possible, Contractor shall excavate all soils and place the impacted soils directly into an authorized vehicle for transportation of impacted media; unless the scope of work requires reuse of clean or impacted material. If soils are to be staged, Contractor shall take precautions to prevent cross-contamination to surrounding areas. Precautions may include placing the stockpile on asphalt or lining the staging area, constructing berms around the staging area, and covering the stockpile to prevent stormwater run-on/run-off and wind dispersion.

Contractor shall implement engineering controls, such as wetting the material as necessary, to prevent dust and wind dispersion while excavating impacted soils. No visible dust or debris shall be generated during the excavation of impacted soils. Contractor shall, at City's discretionary request, provide air sampling to confirm no emissions of dust or contaminants of concern. Contractor shall prepare a Waste Management Plan (WMP) and a Health and Safety Plan (H&SP) prior to beginning any work. City's representative must receive and review these documents prior to issuing approval to proceed with the delivery order.

B. TRANSPORTATION AND DISPOSAL OF IMPACTED MEDIA

All impacted material shall be transported by an authorized hauler to an authorized disposal facility as described in this section and in compliance with applicable regulations. Transporters shall be insured and licensed and permitted by the state, federal and local agencies (waste hauler permit issued by City's Solid Waste Department), as required for the waste material that is to be hauled. The selected Contractor shall provide proof of licenses and permits, as required, prior to commencing the work. All transporting vehicles shall be in good working condition. All loads must be covered with a tarp to prevent dispersion of material while transporting the media from the project site to the selected landfill, disposal facility, or selected location. City reserves the right to remove transporters from the site if the vehicles are not in good working condition or do not have a tarp covering the media. End dump trailers and bobtail dump trucks may be used to transport impacted soils contingent upon the site location, accessibility, and authorization by City. All transporters shall haul impacted media directly to the disposal facility or any other authorized facility and shall not spill or track impacted material in route to the authorized facility. If Contractor requires decontamination of the transporters,

it shall be done at the end of the work day and at the expense of Contractor. Truck liners may be allowed, at the expense of Contractor, when handling dry materials, since liners may or may not reduce the decontamination process. Truck liners, when necessary, will be allowed when City's representative approves this line item as part of the scope of work. In some instances, Contractor might be required to transport lightly impacted or non-impacted material to a different authorized facility. The same rules previously mentioned above are applicable for this particular instance.

C. DECONTAMINATION

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

Contractor shall decontaminate all equipment that has been in contact with the impacted media. Dry methods are preferred. As necessary, Contractor shall decontaminate using high-pressure water and non-phosphate detergent. All personnel that come into contact with the impacted material shall be decontaminated before leaving the site by removing and disposing of impacted clothing and washing with water and low foaming soap. Contractor shall perform more stringent decontamination methods, as appropriate. All decontamination procedures shall be identified and described in Contractor's WMP and H&SP.

D. PERSONAL PROTECTIVE EQUIPMENT

All tasks required as part of this contract have the potential to expose the worker to hazardous substances. All employees working on site (such as but not limited to equipment operators, general laborers, and others) potentially exposed to hazardous substances, health hazards, or safety hazards and their supervisors and management responsible for the site must abide by specifications outlined in 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response (HAZWOPER).

Contractor is responsible for reviewing 29 CFR 1910.120, addressing engineering controls, work practices and personal protective equipment (PPE) for employee protection from exposure to hazardous substances and safety and health hazards. The personal protective equipment to be worn by Contractor shall be identified and described in Contractor's H&SP and should abide by 29 CFR 1910.120 HAZWOPER. It is Contractor's responsibility to assess the work environment by providing personnel monitoring and determining, if additional PPE is necessary, once the scope of work is in process. A HS&P must be prepared and submitted at the beginning of each project to City's Project Manager. City's Project Manager will ensure that the plan is accurate and complete in relation to the assigned task. The Contractor is responsible for the cost of providing PPE for Contractor employees.

E. TRAINING

Contractor shall ensure that all workers have completed the HAZWOPER training, as deemed by 29 CFR 1910.120. At a minimum, all workers who handle impacted media shall receive forty (40) hours of HAZWOPER Training. Additionally, Contractor's Supervisor also must have an additional eight (8) hours of Supervisor HAZWOPER Training. Contractor must submit copies of certificates for workers involved in the project, as part of the HS&P, prior to beginning work. City reserves the right to verify 40-hour HAZWOPER Training certificates of each Supervisor and construction worker, to ensure compliance with OSHA 1910.120 regulations.

F. SAMPLING AND ANALYSIS

No sampling or analysis will be conducted on regular basis under this Contract, except for incidental sampling, as it may be necessary for specific work items. All sampling and analysis required to determine compliance with clean up standards shall be conducted by City's Consultant under a separate contract. Contractor may be required, under this contract, to assist City's consultant with access and with facilitating sample collection. Contractor may be required to collect and analyze samples as required to characterize waste for disposal, confirm petroleum storage tank removal and document field conditions. All samples shall be collected and analyzed in accordance with Local, State and Federal guidelines.

G. ADDITIONAL ENVIRONMENTAL REQUIREMENTS

Contractor shall exhibit professionalism during all aspects of this contract and perform all work under this contract in accordance with accepted industry standards and practices. Contractor shall control site safety and security at all times after the notice to proceed for a specific work order has been provided by City. As necessary, Contractor shall install temporary fencing, barricade tape or other means to control access by unauthorized persons. Costs associated with site security and safety are considered incidental and should be included in the specific task order for a given project. Work methods and quality control measures are the responsibility of Contractor. City reserves the right to approve or suspend work methods considered unsafe, illegal or ultimately detrimental to the Project or the City.

Contractor shall perform all work under this Contract in accordance with all Local, State and Federal regulations required to do the work order. Contractor must follow the Texas Commission on Environmental Quality (TCEQ) rules and regulations, when applicable. Contractor must possess all applicable licenses, permits, insurance and training required to perform environmental work activities. The applicable laws, regulations and policies include, but are not limited to:

- 30 Texas Administrative Code (TAC) 327
- 30 TAC 330
- 30 TAC 333
- 30 TAC 334
- 30 TAC 335
- 30 TAC 343
- 29 Code of Federal Regulations (CFR) 1910.120
- 40 CFR 261
- 40 CFR 268
- 40 CFR 761

H. PETROLEUM STORAGE TANK REMOVAL

The selected Contractor properly shall remove and dispose of Underground/Aboveground Storage Tanks (U/ASTs) in accordance with Local, State and Federal regulations. The selected Contractor shall have and maintain current licenses, permits and training, as required, for storage tank removal, including, but not limited to:

- TCEQ B License (30 TAC 334.416)
- TCEQ Corrective Action Specialist (30 TAC 334.453)
- TCEQ Corrective Action Project Manager (30 TAC 334.453)

The selected Contractor properly shall notify the TCEQ and the City's Fire Marshall prior to any storage tank removal activities. The selected Contractor shall properly render the tank vapor-free and inert prior to removal activities, in accordance with American Petroleum Institute (API) and other accepted industry practices. All storage tanks permanently shall be removed from service and shall be destroyed, disposed of or recycled for scrap metal. Contractor is responsible for making all proper notifications prior the removal activities.

Soil and/or water removed from the tank basin shall be sampled and analyzed in accordance with TCEQ procedures and directives. As required, the selected Contractor shall over excavate and dispose of impacted soils at an authorized facility. Regulated Petroleum Storage Tank sites shall be closed in accordance with TCEQ regulations. As required by TCEQ, the selected Contractor shall collect samples from the tank basin excavation in accordance with TCEQ's RG 411 requirements.

The selected Contractor shall provide a Tank Removal Report summarizing those activities, upon completion of the work. The selected Contractor shall be responsible for submitting the proper documentation to the agencies requiring this information. Copies of this documentation shall be sent to City's representative at the completion of the project.

I. TRUCK STANDBY CHARGES

The selected Contractor shall be required to have an adequate number of transporters available for project specific dates and times as specified by City's representative. In the event that site activities delay the loading of the Contractor's transporters, due to unforeseen conditions, Contractor would be asked to switch to Standby charges. Standby time will begin two (2) hours after the truck has arrived to the project site. It will be Contractor's responsibility to notify City's representative on the arrival time of the trucks. City will not consider any standby charges that are not approved by City's representative within twenty four (24) hours of the incident.

III. SCHEDULE OF EVENTS

The following tentative schedule has been prepared for this project.

Pre-Submittal Conference	August 18, 2011
Deadline for Submission of Written Questions	August 25, 2011
Responses due	September 9, 2011
Anticipated City Council Consideration	October, 2011

Final approval of a selected firm(s) is subject to the action of the San Antonio City Council.

IV. PRE-SUBMITTAL CONFERENCE

A Pre-submittal Conference will be held on **Thursday, August 18, 2011 at 10:00 a.m. at the International Conference Center, Room 303, located at 203 South St. Mary's St., San Antonio, TX 78205.** Respondents are encouraged to prepare and submit their questions in writing to the staff contact person listed in Article VII of the RFP three (3) calendar days in advance of the Pre-Submittal Conference, in order to expedite the proceedings (such that staff may review the questions received and be able to respond verbally during the pre-submittal conference).

City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and will be posted on City's website at <http://epay.sanantonio.gov/Listings/>.

This meeting place is accessible to disabled persons. The International Center is wheelchair accessible. The accessible entrance is located at 203 South St. Mary's St. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral responses provided by City staff at the Pre-Submittal Conference shall be preliminary. A written summary of the Pre-Submittal Conference shall contain official responses, if any. Any oral response given at the Pre-Submittal Conference, which is not confirmed in the written summary of the Pre-Submittal Conference or by a subsequent addendum, shall not be official or binding on City. Only written responses shall be official. All other forms of communication with any officer, employee or agent of City shall not be binding on City.

V. SUBMITTAL DOCUMENT REQUIREMENTS

Respondent's submittal shall include the following items in the following sequence:

- A. EXECUTIVE SUMMARY – Respondents shall include a one- to two-page Executive Summary for the SOQ. The summary shall include number of years in business, a statement of the work to be accomplished and how Respondent proposes to accomplish and perform each specific service.
- B. SUBMITTAL COVER / SIGNATURE PAGE (Form #1) – Respondent shall complete and sign this form, as found in RFP Attachment 1. Respondent must include the completed Submittal Cover/Signature Sheet with submittal, indexed or labeled as Tab "1" of the submittal. The Submittal Cover/Signature Sheet must be signed by a person, or persons, authorized to bind the entity or entities submitting the response. Submittals signed by a person other than an officer of the company or partner of the firm must be accompanied by evidence of authority. Joint ventures require signatures from all firms participating in the joint venture. Joint ventures are required to provide legal proof of the joint venture such as a joint venture agreement as an attachment to their submittal.
- C. SUBMITTAL CHECKLIST AND TABLE OF CONTENTS (Form #2) – Respondent shall complete this form, as found in RFP Attachment 2, which is to be used as the Table of Contents for its submittal. The checklist shall be indexed or labeled as Tab "2" of the submittal.
- D. DISCRETIONARY CONTRACTS DISCLOSURE FORM (Form #3) – Respondents should complete the form online at: <http://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf>, print a copy of the completed form and submit as Tab "3" in its ORIGINAL SUBMITTAL ONLY. If Respondent is proposing as a team or joint venture, then each party to that team or joint venture shall complete and submit a separate form with the submittal.
- E. LITIGATION DISCLOSURE FORM (Form #4) – Respondent shall complete the Litigation Disclosure form, as found in Attachment 4, using additional pages for explanation, if necessary, with the form indexed or labeled as Tab "4" of submittal. If Respondent is proposing as a team or joint venture, then each party to that team or joint venture shall complete and submit a separate Litigation Disclosure form with the submittal.
- F. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM COMMITMENT FORM (Form #5) - Respondent shall complete the DBE Program Commitment Agreement Form as found in RFP REQUIRED FORMS attachment, and shall be indexed or labeled as Tab "5" of the submittal.
- G. DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORT PLAN FOR FEDERALLY ASSISTED CONSTRUCTION CONTRACTS (Form #6) – Respondent shall complete the DBE Good Faith Effort Plan, as found in the RFP, and indexed or labeled as Tab "6" of the submittal.

- H. STATEMENT OF QUALIFICATIONS – Respondent shall complete a narrative document which will cover all items in Sections II & IX of this RFP. Sufficient information regarding past projects and key personnels’ experience should be provided, to indicate that Respondent’s team has met or exceeded the minimum qualifications provided in Section II of this RFP. This section is limited to eighteen (18) pages, not including forms and attachments, and shall be labeled or indexed as Tab “7” of submittal.
- I. TEAM ORGANIZATIONAL CHART – Shall be indexed and labeled as Tab “8” of the submittal.
- J. RESUMES – Resumes for each key team member are to be submitted, shall be limited to a maximum length of one (1) page and should link back to projects included in the project sheets but also may offer information regarding additional previously completed projects not highlighted in the project sheets requested as part of the Qualification Statement. This section should be indexed or labeled as Tab “9” of the submittal.
- K. LETTERS OF REFERENCE – Respondent may provide a maximum of five (5) letters of reference. If included, this shall be indexed or labeled as Tab “10” of the submittal.
- L. PROOF OF INSURABILITY -- Respondent shall submit a copy of its current insurance certificate. This shall be indexed or labeled as Tab “11” of the submittal.
- M. BID SECURITY / PERFORMANCE BOND OR PERFORMANCE DEPOSIT IN LIEU OF PERFORMANCE BOND / PAYMENT BOND

All Contractors must furnish the City of San Antonio with a bid (proposal) deposit in the amount set forth in this Request for Proposal, being \$5,000.00. This deposit is submitted with the bid (proposal response). No bid/proposal is complete without the bid/proposal deposit. The bid/proposal deposit must be in the form of a cashiers check payable to the City of San Antonio or a bond from a recognizable bonding agency. At conclusion of the solicitation and award process, this bid deposit will be returned to all proponents. The bid deposits shall be retained by City until a final contract is signed and all conditions necessary to the award are satisfied to vest the award in the successful Contractor. Bid deposits are intended to hold proponents to the full execution of their respective proposals until conclusion of the award process.

Performance Bond (or Performance Deposit in Lieu of a Performance Bond):

The successful Contractor shall provide City a statutory Performance Bond, or an additional deposit in lieu of bond, as described below. In case of either a Performance Bond or a Performance Deposit in lieu of a bond, the amount of the bond or the deposit shall be equal to the face value of this contract based upon one year’s service to City. Each annual term of the contract, if renewed, must be so bonded or secured. (Generally, performance bonds are written on an annual basis.) City will not enter into a contract until the successful Contractor has complied with statutory Performance Bond or Performance Deposit requirements of this Contract. For purposes of this bonding/security requirement, the annual face value of the Contract shall be assumed to be **\$1,500,000.00** and the bond or security must be in such amount. The face value of **\$1,500,000.00** is required although City does not guarantee or promise any minimum amount of work under this Contract. Actual performance values may prove to be more or less than the assumed face value. Failure to maintain an effective bond or security in place for any term of the contract may be deemed by City to be a material breach.

In lieu of a statutory Performance Bond, a performance deposit shall be required in the form of a certified check upon a state or national bank or trust company signed by a duly authorized officer thereof (check to be drawn payable to the City of San Antonio), or a Certificate of Deposit from such bank or trust company assigned to City or irrevocable letter of credit from a state or national bank or trust company in favor of City.

If a performance deposit is made, instead of a Performance Bond, it will be returned to Contractor upon completion of the Contract to City's satisfaction.

Payment Bond:

The successful Contractor also must provide a statutory payment bond for the amount equal to the delivery order, effective for each annual term of the contract. Failure to maintain this bond may be deemed a material breach.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THE ABOVE-REFERENCED REQUIRED DOCUMENTS SHALL RESULT IN THE RESPONDENT'S SUBMITTAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

VI. AMENDMENTS TO RFP

Changes, amendments or written responses to questions received in compliance with Section VIII, Restrictions on Communication, may be posted on City's website at <http://epay.sanantonio.gov/Listings/>. It is Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission of a proposal. A Respondent which does not have access to the Internet must notify City, in accordance with Section VIII, Restrictions on Communication, that Respondent wishes to receive copies of changes, amendments or written responses to questions by mail or facsimile.

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

VII. SUBMISSION INSTRUCTIONS

When submitting a bid proposal in person, visitors to City Hall must allow time for security measures. Visitors to City Hall will be required to enter through the east side of the building. The public will pass through a metal detector and x-ray machine located in the lobby. All packages, purses and carried items will be scanned during regular business hours of 7 a.m. – 7 p.m. After the public proceeds through the metal detector, they will sign in and receive a visitor's badge. For those that might require the use of a ramp, entry is available on the south side of the building (Dolorosa side). Security will meet the visitor in the basement with a hand scanner.

Respondent shall submit a total of seven (7) Qualification Statements, which shall include one (1) original Qualification Statement, signed in ink, and six (6) printed copies of the submittal, as well as one (1) copy of the entire original submittal in an Adobe PDF format on a compact disk (CD) in a sealed package, clearly marked on the front of the package "**RFP: ON-CALL ENVIRONMENTAL REMEDIATION SERVICES.**" All submittals must be received in the City Clerk's Office at **NO LATER THAN 2:00 PM ON FRIDAY, SEPTEMBER 9, 2011** at the address indicated below. Any submittal received after this time shall not be considered.

Mailing Address:

City Clerk's Office, Attn: Capital Improvement Management Services Department
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

City Clerk's Office, Attn: Capital Improvement Management Services Department
100 Military Plaza
City Hall, 2nd Floor,

Submittals sent by facsimile or email will not be accepted.

Responses to the solicitation should be complete and well organized. Adherence to the maximum page criterion is critical; each page side (maximum 8 1/2" x 11") containing criteria information will be counted. Any information provided beyond the eighteen (18) page maximum may be disregarded by the evaluation committee. Pages which have project photos, charts and/or graphs will be counted towards the maximum number of pages. Front and back covers, Table of Contents pages and tabbed divider pages will not be counted if they do not contain submittal information. Resumes should not include project pictures or general firm information. The use of recycled paper is encouraged. Three-ring binders are permitted. With regards to other types of binding, plastic (not metal) spiral or "comb" binding is recommended. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond which is sufficient to present a complete and effective submission are not required. All pages shall be numbered. Margins shall be no less than 1" around the perimeter of each page. Electronic files, websites or URLs shall not be included as part of the proposal, other than the CD specified above. Each submittal must include the sections and attachments in the sequence listed in the RFP Section V, Submittal Document Requirements, and each section must be divided by tabs and indexed in the Submittal Checklist and Table of Contents page. Failure to meet the above criteria may result in disqualification of the proposal.

Respondents which submit responses to this RFP shall correctly reveal, disclose and state the true and correct name of the individual, proprietorship, corporation and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nick-names, 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, exactly shall match with Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the signature page of the Proposal.

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

VIII. RESTRICTION ON COMMUNICATIONS

Once this RFP has been released, Respondents are prohibited from communicating with City staff regarding the RFP or Submittals, with the following exceptions:

- A. Respondents are prohibited from communicating with elected City officials and their staffs regarding the RFP or submittal from the time the RFP has been released until the contract is posted as a City Council agenda item. Respondents are prohibited from communicating with City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact which results in the direct or indirect discussion of the RFP and/or submittal submitted by Respondents. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's submittal from consideration. Exceptions to the restrictions on communication with City employees include:
 1. Respondents may ask verbal questions concerning this RFP at the Pre-Submittal Conference.
 2. Respondents may submit written questions concerning this RFP to the Staff Contact Person listed in the address below until **4:00 p.m. Local Time on August 25, 2011**. Questions received after

the stated deadline will not be answered. It is suggested that all questions be sent by electronic mail or by fax to:

Elvia Fernandez, Contract Coordinator, 207-4034 (via fax) or Elvia.Fernandez@sanantonio.gov

However, questions sent by certified mail, return receipt requested, will also be accepted and should be addressed to:

Elvia Fernandez, Management Analyst
City of San Antonio
Capital Improvements Management Services Department
Contract Services Division
114 W. Commerce Street, Room 900, San Antonio, TX 78205

3. Respondents and/or its agents are encouraged to contact the Disadvantaged Business Enterprise (DBE) Liaison of CIMS for assistance or clarification with issues specifically related to the DBE Program policy and/or completion of the required forms. The point of contact is **Courtney McClure**. Mr. McClure may be reached by telephone at (210) 207-4633 or by e-mail at Courtney.McClure@sanantonio.gov. Contacts to the DBE Liaison regarding this solicitation after the solicitation closing date is not permitted.
4. Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from such selection committee meetings as it deems in its best interests.

B. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City.

IX. EVALUATION CRITERIA

City will conduct a comprehensive, fair and impartial evaluation of all submittals received in response to this RFP. City may appoint a selection committee to perform the evaluation. Each submittal will be analyzed to determine overall responsiveness and qualifications under the RFP. 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 City elects to conduct interviews, Respondents may be interviewed and re-scored based upon these same criteria, or other criteria to be determined by the selection committee. City also may request additional information from Respondents at any time prior to final approval of a selected Respondent. 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.

A. Evaluation of Background, Experience and Qualifications of Prime Firm (including Co-Respondent, Joint Venture Party or Partner and subconsultants) as well as key personnel (25%)

In this criterion, City will consider the relevance of past experience for all parties proposed as a part of the team. Respondents should carefully review the Background and Scope of Services included in this solicitation to best determine what projects should be highlighted and explained in order to obtain the most points for its response to this section.

Required Documents are project sheets and resumes:

10 Project Sheets

Respondent's submittal shall include a minimum of ten (10) project sheets, limited to one (1) page for each project, which describe similar projects the respondent has completed within the last five years. Each project sheet should include the following:

- 1) Project Name
- 2) Name of the project owner, and if applicable, the owner's representative with whom respondent had day-to-day contact. Provide contact information for each person in the following format:
 - a) Name of Contact Person:_____
 - b) Contact Person's Phone Number:_____
 - c) Contact Person's E-mail:_____
- 3) Photograph of the elevation of the facility and other pertinent photos
- 4) Scope of the project
- 5) Budget for project
- 6) Project dates (start/completion)
- 7) Description of services provided on the similar project and how that relates to the Scope of Services
- 8) List the team members (Prime Firm, Co-Respondents, Joint Venture Parties or Partners and major sub-consultants) along with key personnel that were assigned to, or that were under contract for each previously completed project and provide details regarding their respective roles, and note if they are proposed to be assigned to this project, what role they will play.

Resumes of key personnel should be included as Tab "9" to Respondent's Submittal (Resumes do not count as a part of the page limit)

Resumes should be no more than one page in length (per person) and include:

- License type (if applicable) and number of years licensed
- Number of years employed with the Firm
- Number of years of experience in proposed role

B. Project Approach/Management Plan (25%)

In a narrative format, included as a part of Tab "7", provide a narrative description as well as specific examples of how Respondent's techniques or procedures were used in previous projects. Response to this section is limited to a maximum of five (5) pages, not including organizational chart.

- 1) Describe Respondent's approach to overall team formation, coordination of team members and provide an organization chart (included as Tab "8" in the submittal). Organizational Chart does not count as part of the page limit in this criteria;
- 2) Detail the current capacity of key team individuals, the percent of time each will spend on this project and Respondent's capabilities to complete the services outlined herein;
- 3) Provide a listing of available equipment to complete the services outlined herein;
- 4) Briefly describe Respondent's Firm's understanding of this Project, including all of the requirements to successfully complete the Project(s). Provide the approach of Respondent's firm and/or team partner(s) in meeting these requirements, and comprehensively address all the issues, standards and requirements needed to produce a finished project. Include the following
 - a. Describe Respondent's approach to planning
 - b. Describe Respondent's project management approach
 - c. Describe Respondent's approach to quality control and quality assurance measures
 - d. Describe Respondent's approach to remediation/construction management
 - e. Describe Respondent's approach to schedule management;

- 5) Describe Respondent's approach to stakeholder involvement and to providing seamless, successful delivery of the services outlined in this RFP.
- 6) Provide an example of a time when your firm was asked to respond to an emergency or extremely short duration project. Describe how you managed your staff in order to accommodate the requirement. Provide a timeline.

C. Team's Experience with San Antonio Region Issues and past experience with City of San Antonio contracts (15%)

A portion of the scoring for this criterion will be based on City's Consultants' Scorecard, other documentation or experience with City projects. City will consider the history of the firm in complying with project programs, schedules and budgets on previous **City of San Antonio** projects. No information will need to be submitted in response to this portion of the criteria. Specific items for consideration may include:

- Timely completion of projects;
- Cooperative working relationship with City;
- Prompt payment of subconsultants at all levels;
- Compliance with previous contract terms;
- Compliance with City Ordinances on substitution/addition/deletion of subconsultants;
- Provided contracting opportunities for small businesses and M/WBEs;
- Compliance with City standards;
- Conformance to City budget requirements.

The following section is limited to three (3) pages in Tab "7":

The City is interested in evaluating the firms experience with San Antonio issues, as may be evidenced by work in the San Antonio and surrounding municipalities and regulatory agencies during the past five (5) years. In narrative form, briefly describe experience in the following areas and reference projects relating to that experience:

1. Coordination and assistance with obtaining applicable permitting and clearances from regulatory agencies, as required
2. Environmental stewardship in local community,
3. Public involvement in project development and execution in the local area;
4. Experience with projects of significance and coordination with federal, state and local agencies.

D. Price Proposal (35%)

Respondents interested in this RFP shall provide pricing for all items on the Price Proposal Form. Failure to provide pricing for all items listed in the Price Proposal Form may result in the submittal to be deemed non-responsive and grounds for disqualification. Respondents also shall complete and sign the Price Proposal form, as found in RFP Exhibit 2.

X. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM PROVISIONS

The City of San Antonio CIMS Department has established a Disadvantaged Business Enterprise (DBE) Program in accordance with the Texas Department of Transportation (DOT). The objective of the DBE program is to ensure that CIMS complies with 49 CFR Part 26, and to remedy past and current discrimination against disadvantaged businesses. The program ensures a "level playing field" and fosters equal opportunity in all Texas Department of Transportation and Federal Highway Association assisted contracts that include highway and street construction. The policy of the CIMS Disadvantaged Business Enterprise program is:

To ensure non-discrimination in the award and administration of DOT assisted and locally funded contracts;

To create a level playing field on which DBEs can compete fairly for DOT assisted and locally funded contracts;

To ensure that the DBE program is narrowly tailored in accordance with the applicable law;

To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;

To help remove barriers to the participation of DBEs in DOT assisted and locally funded contracts; And

To assist the development of firms that can compete successfully in the marketplace outside the DBE program.

DBE OBLIGATION

CIMS and/or its contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have an equal opportunity to participate in the performance of contracts financed in whole or in part with federal funds provided under this agreement. In this regard, CIMS and its contractors shall not discriminate on the basis of race, color, national origin, gender, or disability in the award and performance of TXDOT-assisted contracts.

THE DBE GOAL FOR THIS PROJECT IS 4%

DEFINITIONS

Affiliation has the same meaning the term has in the Small Business Administration (SBA) regulations, 13 CFR part 121.

- (1) *Except as otherwise provided in 13 CFR part 121, concerns are affiliates of each other when, either directly or indirectly:*
 - (i) *One concern controls or has the power to control the other; or*
 - (ii) *A third party or parties controls or has the power to control both; or*
 - (iii) *An identity of interest between or among parties exists such that affiliation may be found.*
- (2) *In determining whether affiliation exists, it is necessary to consider all appropriate factors, including common ownership, common management, and contractual relationships. Affiliates must be considered together in determining whether a concern meets small business size criteria and the statutory cap on the participation of firms in the DBE Program.*

Commercially Useful Function—a DBE is considered to perform a commercially useful function when it:

- (1) *Engages in meaningful work that provides for a performance of a distinct element of the contract where that distinct element of work is worthy of the dollar amount to be awarded to the DBE; or,*
- (2) *Carries out its responsibilities by actually performing, managing, and/or supervising the work involved.*

Contract means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them.

Contractor means one who participates, through a contract or subcontract (at any tier) in a DOT assisted highway, transit, or airport program.

Department or DOT means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

Disadvantage business enterprise or DBE means a for-profit small business concern:

- (1) Which is at least fifty one percent (51%) owned by one or more individuals who both are socially and economically disadvantage or, in the case of a corporation, in which fifty one percent (51%) of the stock is owned by one or more such individuals; and
- (2) Whose management and daily business operations are controlled by one (1) or more of the socially and economically disadvantaged individuals who own it.
- (3) *Good faith efforts* mean efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

Joint Venture means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills, and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Personal Net Worth means the net value of the assets of an individual remaining after total liabilities are deducted. An individual's personal net worth does not include:

- (1) The individual's ownership interest in an applicant or participating DBE firm; or
- (2) The individual's equity in his or her primary place of residence.

An individual's personal net worth includes only his or her own share of assets held jointly or as community property with the individual's spouse.

Principal place of business means the business location where the individuals who manage the firm's day-to-day operations spend most working hours and where top management's business records are kept. If the offices from which management is directed and where business records are kept are in different locations, the recipient will determine the principal place of business for DBE program purposes.

CERTIFICATION

1. Respondent shall submit to City a copy of the DBE Certification Affidavit, for all DBE firms utilized or proposed to be utilized as subcontractors or suppliers in the performance of work.
2. The Certification Affidavit must be from a firm that has been certified by one of the five (5) certifying agencies of the Texas Unified Certification Program (TUCP). The five agencies are: Texas Department of Transportation (TxDot), North Central Texas Regional Certification Agency (NCTRCA), South Central Texas Regional Certification Agency (SCTRCA), City of Houston, and Corpus Christi Regional Transportation Authority. Each certifying entity will maintain and process all DBE applications in their designated area throughout the state.
3. A firm must be certified on or before the bid/proposal due date in order for the firm's proposed work on the particular contract to be credited toward the DBE goal. It is not enough for a certification application to have been submitted by the deadline.

COUNTING JOINT VENTURES

Joint Ventures do not have to be fifty-one percent (51%) DBE owned in order to be counted toward the participation goal. *Joint ventures which do not include any DBE firms will not count toward the goal.* A joint venture with ownership of DBE partners in any percentage will be counted for that percentage equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces, (provided the DBE ownership is real and substantial and the DBEs are performing a commercially useful function).

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

1. The Joint Venture Agreement for the specific contract including a detailed statement of ownership;
2. Corporate resolutions or other documents authorizing the firms to enter into the Joint Venture;
3. A description of the work to be performed by all the Joint Venture Partners; and
4. Proof of current certification status of the individual DBE venture partners.

GOOD FAITH EFFORTS

Respondent shall demonstrate, to the satisfaction of the DBE Liaison that genuine efforts have been made to achieve the DBE goal. The requirements for demonstrating "good faith efforts" are set forth as follows:

1. Written notices to DBEs contacted by Respondent for specific scopes of work identified by the Respondent for subcontracting opportunities not less than five (5) business days prior to bid due date. Such notices shall include information on the plans, specifications and scope of work, including the deadline for submission of interest in teaming;
2. Attendance at a pre-bid conference, if any, scheduled by City to inform DBEs of subcontracting opportunities under a given solicitation.
3. Efforts made to define additional elements of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the goals.
4. For those DBES responding affirmatively in writing to the notice required by Item 1 above,
 - (a) reasons why agreements were not reached, including written explanation for rejection of bids;
 - (b) if additional elements of work have been identified by the bidder/proposer as available for subcontracting, Respondent shall contact CIMS DBE Liaison to ascertain the availability of DBE firms in those areas.
5. Efforts to assist DBE contractors with bonding, insurance, and financing, where appropriate.
6. Seeking the assistance of CIMS DBE Liaison in contacting DBEs.
7. Respondent shall commit to the minimum percentage of DBE utilization as submitted with its bid/proposal on this Contract. During the term of this Contract, any unjustified failure to comply with the level of DBE participation identified in the bid/proposal shall be considered a material breach of contract.
8. If Respondent is a certified DBE and the DBE Respondent intends to perform a portion of the work with its own work force, the DBE Respondent must identify the work specifically by type and dollar value and must perform the work indicated with its own work forces in order to have that work counted toward the goal. (Even though the Respondent is a certified DBE does not relieve the DBE Respondent of the responsibility to make good faith efforts.)
9. In addition, all Respondents shall be required to submit the following information with the bid:

- (a) The names and addresses of DBE firms that will participate in the contract;
- (b) A description of the work that each DBE will perform
- (c) The dollar amount of the participation of each DBE firm participating
- (d) Written documentation of the Respondent's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- (e) Written confirmation from the DBE that it is participating in the contract as provided in the Respondent's commitment.

EVALUATION OF GOOD FAITH EFFORTS

The good faith effort of Respondent will be evaluated by the DBE Liaison to determine whether the efforts to obtain DBE participation were those that a firm seeking subcontractors would take in the normal course of doing business; whether the steps taken had a reasonable prospect of success; and whether based upon the size, scope and complexity of the subcontract, there were qualified DBE firms available and willing to accept the contract at a competitive price.

The following is a list of types of actions, which the DBE Liaison may consider as part of Respondent's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

Criteria used to evaluate "Good Faith Efforts" are as follows:

1. Soliciting through all reasonable and available means (e.g. attendance at pre-proposal conferences, advertising and/or written notices) the interest of certified DBEs who have the capability to perform the work of the contract. Respondent must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. Respondent must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
2. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
3. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
4. (a) Negotiating in good faith with interested DBEs. It is Respondent's responsibility to make a portion of the work available to DBE subcontractors and/or suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and/or suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses and telephone numbers of DBEs which were considered; a description of the information provided, regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - (b) Respondent, using good business judgment, would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a prime contractor failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the prime contractor of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

5. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
6. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance.
7. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
9. In determining whether a bidder/proposer has made good faith efforts, the DBE Liaison may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, the DBE Liaison may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, the DBE Liaison may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

RECONSIDERATION MECHANISM

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

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

COMPLIANCE

If Respondent is awarded a contract:

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

Subcontractors/Suppliers, and to provide copies of new or amended subcontracts or documentation of good faith efforts. If Respondent fails or refuses to comply in the time specified, our office may issue a termination for default.

PROMPT PAYMENT

The Prime Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its subcontract **no later than ten (10) days** from the date that the prime contractor has been paid by City for invoices submitted for performance of subcontractor's work. A delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

To Apply for DBE Certification, please contact the South Central Texas Regional Certification Agency (SCTRCA) at (210) 227-4722 or www.sctrca.org

For additional information contact Courtney McClure, DBE Coordinator, (210) 207-4633.

XI. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

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

- A. The Contract(s), if awarded, will be awarded to the Respondent(s) whose submittal(s) is/are deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.
- B. City may accept any submittal in whole or in part. If subsequent negotiations are conducted, said negotiations shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.
- C. City reserves the right to accept one or more submittals or reject any or all submittals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, reissue a subsequent solicitation and/or remedy technical errors in the RFP process.
- D. City will require the selected Respondent(s) to execute a contract, in substantially the form as attached, with 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 and the contract. Contract documents are not binding until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified by City, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.
- E. This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a response or in anticipation of a contract.
- F. The successful Respondent must be able to formally invoice City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by City. City administers its design and construction management through an Internet-based management system, referred to as the "Portal".. All vendors will be required to use the City's portal system and submit schedules using Primavera Project Manager 5.X or Primavera Contractor 4.1 or above.
- G. 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 or any City agency such as City-owned

utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten percent or more of the voting stock or shares of the business entity, or ten percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

- H. Respondent is required to warrant and certify that it, its officers, employees and agents neither are officials nor employees of City, as defined in Section 2-42 of City's Ethics Code. (Discretionary Contracts Disclosure – Instructions and web-link to electronic form are included in Attachment 4 of RFP.
- I. Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract: (1) is/are and shall be deemed to be an independent contractor(s) responsible for its/their respective acts or omissions; (2) that City shall in no way be responsible for Respondent's actions; and (3) 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.
- J. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods or services with City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with City; or (2) submits to City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with City. The conflict of interest questionnaire form is available from the Texas Ethics Commission by accessing either of the following web addresses:

http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk, if mailing a completed conflict of interest questionnaire, mail to Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Respondent should consult its own legal advisor with questions regarding the statute or form.

- K. All submittals become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; 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.
- L. Any cost or expense incurred by the Respondent that is associated with the preparation of the submittal, the Pre-Submittal Conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.
- M. The selected firm shall recommend the most advantageous construction delivery method to the Director of CIMS/City Engineer for approval. As a result, the design team may be required to work with a contractor through traditional design-bid-build or using an alternative construction delivery method such as Competitive Sealed Proposal or Construction Manager at Risk. If an alternative construction delivery method is used, the selected programming/design team will be required to serve on the contractor selection committee.

- N. Any cost or expense incurred by the Respondent that is associated with the preparation of the submittal, the Pre-Submittal Conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.
- O. SOLICITATION PROCESS REVIEW: Any respondent desiring a review of the solicitation process must deliver a written request to the Director of CIMS within seven (7) calendar days from the date the notice of non-selection was sent. When the CIMS Director receives a timely written request, the CIMS Director, or designee, shall review the respondents concerns and the solicitation process for legitimacy and procedural correctness. After performing a full review, the CIMS Director will notify the respondent in writing of his determination.
- P. INDIVIDUAL SUBMITTAL DEBRIEFINGS: In an effort to improve solicitation responses, CIMS is making available on its web site a "Solicitation Response Tip List" which includes the top common items that "make or break" submissions. Providing this information prior to the due date of the submittal provides respondents with an opportunity to develop a better response for each solicitation. As a result of this up-front effort, each respondent is entitled to a one debriefing per calendar year after City Council has made an award if: (a) it is not the selected respondent and (b) it has not been debriefed in the previous 12-month period. Once a firm has been debriefed, it will not be eligible for future debriefings within that calendar year. Any respondent meeting the above criteria, which desires an individual submittal debriefing, must deliver a written request to the CIMS Contract Services Division within seven (7) calendar days from the date the notice of non-selection was sent.