040

STANDARD INSTRUCTIONS TO RESPONDENT

Read Carefully

1. STANDARD TERMS AND CONDITIONS

1.1 By submitting this bid/proposal, Respondent:

(a) affirms that it is duly authorized to execute the proposed contract, Respondent's company, corporation, firm, partnership or individual has not prepared this bid/proposal in collusion with any other Respondent and the contents of this bid/proposal, with regard to prices, terms or conditions of said bid/proposal, neither have been communicated by Respondent nor by any employee or agent of Respondent to any other person engaged in this type of business, prior to the public bid/proposal opening or official award of this contract, as applicable.

(b) represents, to the best of its knowledge, it is not indebted to the City of San Antonio (hereafter referred to as "City"). Respondent acknowledges indebtedness to City may be basis for non-award of a contract and/or cancellation of any contract award.

(c) agrees to comply with City Ordinance Number 2008-11-20-1045, concerning Wage and Hour Labor Standard Provisions for City of San Antonio Construction Projects (amending City Ordinance Number 71312). This is a public works contract and Chapter 2258 of the Texas Government Code requires not less than the prevailing wage rate for work of a similar character in this locality shall be paid to all laborers, workmen and mechanics employed in the construction of this Project. This includes overtime regulations. Respondent shall refer to the wage decision posted with this solicitation to determine the prevailing wage rates that shall be utilized for work on this Project.

1.2 Respondent is required to submit its bid/proposal upon the following expressed conditions:

(a) Respondent thoroughly shall examine the drawings, specifications, schedule(s), instructions and all other solicitation and contract documents.

(b) Respondent shall make all investigations necessary to thoroughly inform itself of conditions at the Project site, as well as the Project's Specifications, Plans and any Addenda to the Specifications and/or Plans issued by City. No plea of ignorance by Respondent of conditions which exist or may hereafter exist, as a result of failure or omission on the part of Respondent to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, shall be accepted as a basis for varying the requirements of City or the compensation to Respondent.

(c) Respondent is advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. Any bid/proposal, after being opened, becomes subject to the Open Information Act, V.T.C.A. Government Code Chapter 552. Therefore, in the event of City receiving an Open Information Request, Respondent clearly must indicate any portion of the submitted bid/proposal which Respondent claims is not subject to public inspection under the Open Information Act.

(d) No officer or employee of City shall have a financial interest, either direct or indirect, in any contract with the City or shall benefit financially, either directly or indirectly, in the sale to City of any materials, supplies or services, except on behalf of City as an officer or employee. This financial interest prohibition extends to City Public Service Board, San Antonio Water System and all City boards and commissions, other than those which purely are advisory. In this instance, a City employee is defined as any employee of City who is required to file a financial involvement report, pursuant to City's ethics ordinance.

1.3 For federally funded projects, Respondent certifies:

- it does not and will not maintain or provide for its employees any segregated facilities at any of his establishments and that it does not and will not permit its employees to perform services at any location under Respondent's control where segregated facilities are maintained.

- in accordance with the guidelines referenced below, that neither Respondent nor its principal(s) presently are debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

- where a prospective lower tier participant is unable to certify any of the statements referenced in **Paragraph 1.3(b)** above and herein below, such prospective participant shall attach an explanation of its status to this bid/proposal.

GUIDELINES FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

By signing and submitting this bid/proposal, a prospective lower tier participant is providing the certification set out below.

1.3.1 The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it later is determined that a prospective Subcontractor and/or Sub-Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, City may pursue available remedies, including suspension and/or debarment.

1.3.2 A prospective lower tier participant shall provide immediate written notice to City if, at any time, the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

1.3.3 The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal and voluntarily excluded, as used in **this Paragraph 1.3** have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. City may be contacted for assistance in obtaining a copy of those regulations.

1.3.4 A prospective lower tier participant agrees, by submitting this bid/proposal, should a contract be entered into, knowingly shall not enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

1.3.5 A prospective lower tier participant further agrees, by submitting this bid/proposal, it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier-covered transactions and in all solicitations for lower tier covered transactions.

1.3.6 Respondent may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. Respondent may decide the method and frequency by which it determines the eligibility of its principals. Respondent may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

1.3.7 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of Respondent is not required to exceed that which normally is possessed by a prudent person in the ordinary course of business dealings.

1.3.8 Except for transactions authorized under **Paragraph 1.3.5** of this 040 City Form, if Respondent knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, City may pursue available remedies, including suspension and/or debarment.

2. DISCREPANCIES AND INTERPRETATION

2.1 Prospective Respondent only shall contact Consultant and City in writing, at minimum ten (10) calendar days prior to scheduled submittal deadline if discrepancies, ambiguities and/or omissions are found in the Project Plans and/or Specifications, or if further information or clarification is desired.

2.2 Responses by Consultant and/or City shall be given in writing to all prospective Respondents in Addendum form. All information, provisions and requirements of such issued addenda shall supersede or modify the affected portions of the Project Plans and/or Specifications. All issued addenda shall be incorporated into the Project's Contract Documents. No other explanation or interpretation shall be considered official or binding upon the City.

3. PREPARATION OF BIDS

Submittals shall be prepared in accordance with the following:

3.1 All information required by the invitation for submittals shall be furnished in Respondent's submittal or the bid/proposal may be deemed nonresponsive.

3.2 Respondent shall complete the "020 Bid Form" and include the completed form in City's solicitation documents. Failure to complete and submit this 020 Bid Form may render Respondent's proposal being deemed nonresponsive.

3.3 If applicable to the Project, Respondent shall submit unit pricing either on the form(s) provided by City or its Consultant with the solicitation documents or submit an original computer printout sheet bearing certification by and signature of Respondent. The unit prices shown on acceptable printouts shall be the unit prices used to tabulate Respondent's bid/proposal and shall be used in the contract, if awarded by City. As a minimum, computer printouts shall contain the information and in the arrangement shown on the 025 Unit Pricing form, if applicable, which shall be included in City's solicitation documents. A bid/proposal utilizing unit prices reflected via a computer printout may be considered nonresponsive if:

3.3.1 The proposal does not bear the certification verbatim, as shown on the example in City's solicitation documents.

3.3.2 The computer printout is not signed by Respondent.

3.3.3 The computer printout omits or alters required bid/proposal items and/or includes items not shown in City's solicitation documents or specifications.

If the bid/proposal submitted by Respondent contains both the form furnished by City, completed according to the instructions, and also a computer printout, completed according to the instructions, only one of the submitted documents (City form or computer printout) shall be considered. In such a situation, the bid/proposal prices shown on the computer printout will be used to determine Respondent's bid/proposal.

3.4 If applicable to the Project, Respondent shall submit a unit price for each Work element pay item in Respondent's bid/proposal, except in the case of an alternate being listed in the solicitation, as described below. In the case of alternates included in the solicitation, Respondent shall follow the procedure as follows:

3.4.1 Additive Alternate(s): In the case of Additive Alternates, unit prices shall be submitted separately for the base bid/proposal and all items comprising the additive alternate(s).

3.4.2 Substitute Alternate(s): In the case of Substitute Alternates (Substitute Alternates appear in sets of two or more related alternates), unit prices shall be submitted separately for all items comprising the base bid/proposal and for all items comprising the related substitute alternates in each set.

3.5 Where there is an error in extension of price, the unit price submitted by Respondent shall govern.

3.6 If Respondent detects an error in Project quantities reflected on the specifications or in the solicitation documents, Respondent's submitted unit price for an item shall govern. Respondent shall notify City in writing of such error by indicating in the comments section of the bid/pricing form or beside the item on City's proposal form or computer printout referenced in **Paragraph 3.5** above. Respondent shall not attempt to correct the detected error on its own by inflating/deflating its unit pricing.

3.7 In the event additional or extra blank spaces remain after completion of the various forms, Respondent shall enter the terms "none" or "not applicable" on any remaining blank spaces, as an indication that Respondent has

considered City requests for information on every line presented. Any blank unit prices shall be tabulated and evaluated as and at "no cost" to the City.

3.7.1 If applicable to the Project, Respondent hereby acknowledges the maximum combined total cost for Project Mobilization and Preparing Right-of-Way shall not exceed fifteen percent (15%) of the total bid/proposal cost. The percentage allowed for Mobilization and Preparing Right-of-Way shall be proposed by Respondent based upon the total of all bid/proposal components. A bid/proposal containing a combined total cost for Mobilization and Preparing Right-of-Way in excess of fifteen (15%) percent may be considered unbalanced and may be rejected by City.

3.7.2 Unit prices, if applicable to the Project, shall be inserted on the 025 Unit Pricing Form under the "UNIT BID PRICE" column. Extensions, which are Respondent's unit prices multiplied by the approximate quantities listed for each item, shall be inserted in figures in the "Amount" column. Bids/Proposals only shall be submitted on City's 025 Unit Pricing Form or on approved computer printout sheets. Bids/Proposals not submitted on City's 025 Unit Pricing Form or on approved computer printout sheets are subject to being considered nonresponsive. Conditional bid/proposals or unbalanced bid/proposals are subject to being considered nonresponsive.

3.7.3 Separated Contract: This Project shall be awarded as a "separated contract", in accordance with a recent amendment to section 151.311 of the United States Tax Code, in order for Respondent to claim a tax exemption on the contract price of materials.

4. SUBMISSION OF BIDS/PROPOSALS

4.1 Respondent's bid/proposal shall be enclosed in a sealed envelope addressed to the **City Clerk, City of San Antonio, 100 Military Plaza, San Antonio, Texas,** as set forth in the Invitation for Bid (hereafter referred to as "IFB") or Request for Competitive Sealed Proposals (hereafter referred to as "RFCSP"). The name and address of Respondent, the date and hour of the bid/proposal opening and the title of the bid/proposal solicitation shall be placed on the outside of Respondent's envelope.

4.2 Plans and specifications are obtainable from the Project Consultant, as set forth in the published IFB/RFCSP. Solicitation documents are available for download on the City's website at the following web address: http://www.sanantonio.gov/purchasing/biddingcontract/opportunities.aspx, as well as in the Transportation and Capital Improvements (TCI) Plans and Records room, 8th Floor, Municipal Plaza Building, 114 W. Commerce.

4.3 Bids/Proposals shall be submitted on the forms furnished with this solicitation. Bids/Proposals, however, may be modified if Respondent submits a bid/proposal prior to the submission deadline, provided such modifications by Respondent are sealed and received by the City Clerk prior to the submission deadline.

4.4 By submittal of a bid/proposal, Respondent certifies and confirms, to the best of its knowledge, all information submitted by Respondent is true and correct.

4.5 Every manufacturer, supplier, vendor, contractor and others interested in doing business with the City of San Antonio shall first register with City through the City of San Antonio's **Vendor Registration Website**: http://www.sanantonio.gov/purchasing/SAePS.aspx.

For assistance with registration, Respondent shall contact Vendor Support at (210) 207-0118 or via e-mail at vendors@sanantonio.gov.

If Respondent submitting a bid is not registered in the City's Vendor Registration, the submitted bid may be rejected.

5. REJECTION OF BIDS/PROPOSALS

5.1 City may reject Respondent's submitted bid/proposal if:

- Respondent misstates or conceals any material fact in the bid/proposal; or
- the bid/proposal does not strictly conform to law or the requirements of the bid/proposal;

- the bid/proposal is conditional;
- Respondent is deemed to be unqualified to perform the Work by City;
- Respondent has exceeded its bonding capacity;
- the bid/proposal is deemed unbalanced by City;
- Respondent's Subcontractor/Supplier Utilization Plan is not submitted with its bid, if applicable.
- Respondent fails to register in City's Vendor Registration system.

5.2 In the event Respondent is or subsequently becomes delinquent in the payment of its City taxes, including state and local sales taxes, such fact shall constitute grounds for City determining Respondent is not responsible to perform on a project or, if awarded the bid/proposal, for City canceling Respondent's awarded contract. City reserves the right to deduct any delinquent taxes owed by a delinquent Respondent from any payments City may owe a delinquent Respondent as a result of Work under a City contract.

5.3 City may reject any or all bids/proposals submitted by Respondents whenever such rejections are deemed in the best interest of City to do so. City also may reject any part of a Respondent's bid/proposal unless, the bid/proposal has been qualified as provided in **Paragraph 5.1.3.** above.

5.4 City, at its sole discretion, also may waive any minor informalities or irregularities in any Respondent bid/proposal, to include failure to submit sufficient copies of a submitted bid/proposal, failure to submit literature or similar attachments or a Respondent's business affiliation information.

6. WITHDRAWAL OF BIDS/PROPOSALS BY RESPONDENT

Bids/Proposals may not be withdrawn by Respondent after the time set for the bid/proposal opening, unless approved by City in writing.

7. LATE BIDS/PROPOSALS OR MODIFICATIONS

7.1 A bid/proposal and/or modification received after the time set for the bid/proposal deadline and bid/submittal opening (also known as the solicitation deadline) shall not be considered.

7.2 Proposal amounts may not be amended or modified in any manner after the Solicitation Deadline reflected in the advertised IFB/RFCSP, except as hereinafter provided.

7.3 City shall perform a cursory review of the received bids/submittal to determine if the bids/submittal received and opened are complete, as to required contents, in proper form and properly signed. A bid/proposal that obviously is defective on its face shall not be read aloud at the bid/proposal opening, nor will the bid/proposal prices included therein publicly be revealed. If a minor clerical error or omission committed by a Respondent is discovered and classified by City, in its sole discretion, as a technicality, for which City has reserved the right to waive or an applicable law allows City the right to waive, Respondent's representative shall have the opportunity to make the appropriate correction after bid/proposal opening.

8. PROPOSAL GUARANTY:

8.1 Each bid/proposal shall be accompanied by an original Bid/Proposal Bond issued by a corporate surety company licensed to conduct business in the State of Texas, in the amount of not less than five percent (5%) of the greatest total amount of the bid/proposal, payable without recourse to the order of the City of San Antonio, Texas. The forms of security submitted by Respondent shall serve as a guarantee, if awarded the Contract, Respondent promptly will enter into an Agreement with City, as required by the Contract Documents, and execute Performance and Payment Bonds on provided City forms. Respondent acknowledges, accepts and agrees City shall not accept Performance and/or Payment Bonds not provided to City on a City-provided form.

8.2 Termination of Bid/Proposal: No Bid/proposal shall be withdrawn or terminated by Respondent without consent of City for a period of ninety (90) calendar days after the solicitation deadline.

8.3 Should a successful Respondent fail to execute the Contract and Bonds and provide the required proof of insurance coverage(s) to City within twenty (20) calendar days after the date of the Project's award and the transmittal of the Contract Documents by City to Contractor, said Proposal Guaranty shall become the property of City, not as a penalty but as liquidated damages resulting from a Project's delay and the resulting administrative damages suffered by City, as a result of the successful Respondent failing to enter into the awarded City Contract.

8.4 Proposal guarantees of the first, second and third-ranked respondents (for RFCSP) or first, second and third-lowest bidders (for IFB) shall be retained by City until after a Contract Agreement has been executed and the required Payment and Performance Bonds have been received by City on City-approved forms.

9. QUALIFICATIONS OF RESPONDENT:

9.1 City or its agents may make such investigations as it deems necessary to determine the ability and responsibility of Respondent to perform the Work. Respondent shall furnish City reasonable information and data for this investigative purpose as City reasonably may request. City reserves the right to reject any bid/proposal if the evidence submitted by, or investigation of, such Respondent fails to satisfy City that such Respondent is responsible to carry out the obligations of the Contract and to complete the Work contemplated therein.

9.2 City has implemented a Contractor/Consultant performance evaluation system. The evaluation covers the accomplishment of a Contractor/Consultant on a subject project; Contractors/Consultant's, utilization of and managing adequate manpower on a project; Contractor's/Consultant's ability to meet a project schedule; adequacy of materials and equipment utilized by a Contractor/Consultant on a project; Contractor's/Consultant's citizen complaint response; Contractor's/Consultant's adjacent-to-project property owner relations; and Contractor's/Consultant's attendance at public project meetings. Contractor's/Consultant's evaluation history also may be used by City Staff as a basis for recommendations of a contract award to the City Council.

10. AWARD OF CONTRACT

10.1 For an Invitation for Bid, the contract shall be awarded to the lowest responsible Bidder whose bid, conforming to the requirements of City's Invitation for Bids, is most advantageous to City.

10.2 For Request for Competitive Sealed Proposals, the contract shall be awarded to the Respondent whose proposal, conforming to the Request for Competitive Sealed Proposals requirements, is most advantageous to City.

10.3 Pursuant to an Invitation for Bid, a **written award of acceptance (manifested by a City Ordinance) and an appropriation of funds (as evidenced by Purchase Order) mailed or otherwise furnished to the successful Bidder results in a binding contract between City and Bidder without further action by either party.**

10.4 A breaking of tie bids received shall be conducted in accordance with V.T.C.A. Local Government Code § 271.901**.**

10.5 City reserves the right to accept any items or groups of items on as bid/proposal, unless Respondent qualifies its bid/proposal by specific limitations, as referenced in **Paragraph 5.1.3.** herein.

10.6 Although the information furnished to Respondent specified the approximate quantities needed, based on the best available information when a contract is awarded on a unit price basis, payment on a project shall be based on the actual quantities supplied to the project. Following the award of a Invitation for Bid contract, City reserves the right to delete items and purchase said deleted items by other means and increase or decrease the quantities bid and adjust the contract value accordingly, in accordance with Chapter § 252.048 of the Texas Local Government Code**.** No changes in project qualities or changes in a contract's value shall be made without written notification by City.

10.7 Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, entities or their agents, which seek to contract for the sale or purchase of property, goods or services with City, shall file a completed Conflict of Interest Questionnaire (hereafter referred to as "CIQ") with City Clerk not later than the seventh (7th) business day after the date that the person, entity or agent:

10.7.1 begins contract discussions or negotiations with City; or

10.7.2 submits to City an application, a response to a request for bid, a proposal, correspondence related to a bid/proposal or another writing related to a potential agreement with City.

The CIQ form is available from the Texas Ethics Commission on line at the following web address: http://www.ethics.state.tx.us/forms/CIQ.pdf.

In addition to the CIQ form, City requires individuals, entities and agents to submit a CIQ-Addendum. The CIQ-Addendum is available from the City of San Antonio on line at the following web address: http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf.

Completed CIQ forms and the CIQ addendum may be delivered by hand to the Office of the City Clerk at City Hall, 100 Military Plaza, San Antonio, TX 78205 or may be mailed to the Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. Respondent shall consult its own legal advisor if Respondent has questions regarding the Local Government Code statute or the CIQ form.

11. SITE INVESTIGATION

11.1 The submittal of a bid/proposal by Respondent shall constitute an admission that Respondent full has examined the location of the proposed Work related to the subject Project and the requirements of the Project's Work. Respondent shall be familiar with all of the Contract Documents and other City instructions, including Respondent's ability to submit inquiries to City and Design Consultant before submitting a bid/proposal, so that no misunderstanding shall exist with Respondent regarding the nature and character of the Work to be performed on the subject Project. No allowance shall be made by City for any claim made by Respondent that Respondent's bid/proposal is based upon incomplete information as to the nature and character of the Project site or the Work involved.

11.2 After investigating the Project site and comparing the Plans and Specifications and other Contract Documents with the existing conditions, Respondent immediately shall notify City and Consultant of any conditions for which the requirements of labor and materials are not clear and pose any question regarding the quantity and extent of the Project Work involved. Respondent inquiry notifications to City and Consultant shall be made in writing at least ten (10) calendar days prior to the scheduled solicitation deadline.

11.3 It is understood and acknowledged by Respondent that full and complete allowance for conditions under which Respondent shall be required to perform Work, or that will in any manner affect Work under this Contract, are included in the Respondent's bid/proposal and reflected in Respondent's bid/proposal. When applicable, if a soils investigation was conducted as a potential aid to City's Consultant, in preparation of the Project Plans and Specifications, this information shall be available to Respondent for review at the Project Consultant's office and any cost paid by Respondent to purchase a copy of said soils investigation from Consultant is non-refundable. THIS INFORMATION SHALL BE MADE AVAILABLE TO RESPONDENT WITHOUT EXPRESS OR IMPLIED REPRESENTATION, ASSURANCE, WARRANTY OR GUARANTEE BY CITY OR CONSULTANT THAT THE INFORMATION IS COMPLETE OR CORRECT OR THAT IT REPRESENTS A TRUE OR APPROXIMATELY TRUE PICTURE OF THE SUB-SURFACE CONDITIONS TO BE ENCOUNTERED ACROSS THE PROJECT'S PROPOSED WORK SITE. THIS INFORMATION SPECIFICALLY IS NOT PART OF THE CONTRACT DOCUMENTS.

11.4 Before submitting its bid/proposal, Respondent may, at Respondent's own expense, make reasonable work site investigations and tests as Respondent may deem necessary to determine its bid/proposal for performance of the Work, in accordance with the Contract Documents. Access for such investigations and tests shall be coordinated with City.

12. RESTRICTION ON COMMUNICATION

Respondent is prohibited from communicating with City staff and City officials regarding the details of this solicitation, with the following exceptions:

12.1 Respondent's questions or other communication during the pre-bid/pre-submittal conference are allowed.

12.2 Written questions and comments concerning this solicitation shall be sent to the Project Consultant (see Consultant's address for purchasing plans and specifications on the accompanying 010 Invitation for Bid or 011 Request for Competitive Sealed Proposal Form).

12.3 Respondent and/or its agent(s) are encouraged to contact TCI for assistance or clarification with issues specifically related to City's Small Business Economic Development Advocacy (SBEDA) Program, City's SBEDA policy and/or completion of the SBEDA form, prior to Respondent's submittal of its bid/proposal. The SBEDA point of contact for this Project solicitation is Francisco Valdez. Mr. Valdez may be reached by telephone at (210) 207-8437 or by email at Francisco.valdez@sanantonio.gov. Mr. Valdez may designate other members of City staff to address issues raised or questions asked by Respondent. After the solicitation's closing date, no contact is permitted by Respondent to TCI. City reserves the right to contact Respondent regarding SBEDA issues after the solicitation closing date.

12.4 Respondent shall provide responses to any questions asked of it by a TCI Contact Services representative before and after bids/proposals are received and opened.

12.5 Answers by Consultant and/or City shall be issued in writing to all prospective Respondents in Addendum form. All provisions and requirements of such addenda shall supersede or modify affected portions of the Project Plans and/or Specifications. All addenda shall be incorporated in and made a part of the Project's contract documents. No other explanation or interpretation shall be considered official or binding upon the City. All addenda related to this Project shall be posted on the City's website with this solicitation. It is Respondent's responsibility to obtain any and all issued Project addenda. Non-compliance with this provision by Respondent or its agent may result in the disqualification of Respondent's bid/proposal from consideration.