CITY OF SAN ANTONIO

TRANSPORTATION AND CAPITAL IMPROVEMENTS

REQUEST FOR PROPOSALS:

ON-CALL ENVIRONMENTAL REMEDIATION SERVICES

(RFP-TCI12072015CH)

Notice Regarding Prohibition on Campaign or Officeholder Contributions for Individuals and Entities Seeking High-Profile Contracts. Under Section 2-309 of the Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 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 the individual or entity if a prohibited contribution has been made by any of these individuals during the "black out" period.

RFP ISSUE DATE:

December 7, 2015

SUBMITTAL DEADLINE:

JANUARY 6, 2016 AT 2:00 P.M. LOCAL TIME

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ON-CALL ENVIRONMENTAL REMEDIATION SERVICES

I. BACKGROUND

The City of San Antonio's (hereafter referred to as "City") Transportation and Capital Improvements (hereafter referred to as "TCI") Department is seeking proposals from qualified firms to perform On-Call Environmental Remediation Services for various City projects in various locations throughout the City. Typical work to be performed under this On-Call Contract will consist of excavation, removal, transportation and disposal of impacted soil and groundwater from City streets, drainage ways, City-owned property, Right-of-Way (hereafter referred to as "ROW") easements and other City-related remediation services. Firms interested in performing these On-Call Environmental Remediation Services shall submit a proposal in accordance with the following minimum requirements contained herein. Responses shall follow the order and sequence as set out in **Section V, Document Requirements** of this solicitation document.

II. SCOPE OF WORK

This On-Call Contract shall use Indefinite Delivery Orders (hereafter referred to as "IDO") and Indefinite Delivery Quantities (hereafter referred to as "IDQ") to respond to and perform environmental remediation services related to activities involving impacted soil and water media. The services to be provided shall be utilized 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 are not limited to, RCRA 11 metals, semi-volatile organic compound, volatile organic compounds, Total Petroleum Hydrocarbons, polycyclic aromatic hydrocarbons, Polychlorinated biphenyls, Asbestos Cement Pipe, et al. Other work may include backfilling excavations, stockpiling, sorting materials, waste removal, waste characterization, recycling of construction debris and the disposal of construction/waste debris, industrial waste, hazardous waste, toxic waste, transite pipes (asbestos cement pipe), Petroleum Storage Tanks (PSTs) removal and petroleum impacted waste and liquid wastes. City shall 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 and/or underground storage tanks from a given project. Most of the work orders will require the selected Respondent 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 awarded Contract shall be for a one-year term with an option to renew for one (1) additional one (1) year option period. The estimated fee per project will vary, with a maximum annual Contract amount of $750,000 per year of the Contract. The quantities included in **Exhibit C Price Proposal Form** hereto, are estimates. City does not guarantee any minimum quantity of work associated with this Contract. Actual payment to the selected Respondent 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 Respondent shall verbally be notified of the proposed scope of work. At such time, the selected Respondent shall meet with a City representative, inspect the proposed work site and discuss the specific scope of work for each proposed delivery order. The selected Respondent shall submit a written cost estimate proposal to the City representative, based on the Contract Unit Prices, as established in the negotiated Price Proposal Form contained herein, completed and submitted by Respondent. Only the applicable Unit Prices submitted on this form

by Respondent shall be considered in developing the cost estimate. Unit items not included on Respondent's Price Proposal Form contained herein will be subject to negotiation by the Environmental Project Manager.
The City representative shall review and approve the estimated cost proposal, prior to issuing a task order to the selected Respondent. Each line item identified on the Price Proposal Form shall be independent from the other line items. All costs, equipment, labor, profit and overhead cost to complete the scope of work shall be included in the Unit Price for each line item submitted by Respondent. The selected Respondent shall use only those line items necessary to fulfill the estimated cost for an issued task order. Any cost or scope of work discrepancies shall be corrected and agreed upon by City and the selected Respondent prior to the issuance and releasing of a task order. The selected Respondent shall not proceed with the work activities until the selected Respondent receives written documentation approving the scope of work and City's acceptance of the total project cost.

A. MOBILIZATION AND DEMOBILIZATION

City shall compensate the selected Respondent for one mobilization and demobilization of mechanical equipment for each assigned project, unless the assigned may not be completed in one sequence of events, requiring completion in multiple phases. Mobilization and demobilization applies only for excavation work. In order to compensate the selected Respondent for several mobilizations, the selected Respondent must have totally demobilized from the staging area or project site. Leaving unused heavy equipment on site is not considered demobilization; personnel mobilizing to a project site each day to complete the work is not considered mobilization, but incidental to the project.

B. EXCAVATION OF IMPACTED SOILS

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

The selected Respondent 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. The selected Respondent may be required to prepare a Waste Management Plan (hereafter referred to as "WMP") and/or a Health and Safety Plan (hereafter referred to as "H&SP") prior to beginning a given scope of work, and said H&SP shall depend on the conditions of the assigned scope of work. City's representative must receive and review these documents, prior to issuing approval to proceed with the task order. In other instances, the selected Respondent shall be required to work jointly with a construction Contractor. It is expected the selected Respondent shall attend some project construction coordination meetings prior to initiating its assigned scope of work.

C. 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 C**, and in compliance with applicable regulations. Transporters shall be insured, licensed and permitted by the state, federal and local agencies (Waste Hauler Permit issued by City's Solid Waste Department), as required for the waste material required to be hauled. The selected Respondent shall provide City 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 the selected Respondent requires decontamination of the transporters, it shall be done at the end of the workday and at the expense of the selected Respondent. Truck liners may be allowed, at the expense of the selected Respondent and upon approval by City, 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, the selected Respondent 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.

D. DECONTAMINATION

The selected Respondent shall prevent cross-contamination of the impacted material to surrounding media by decontaminating all equipment, tools, personnel, etc. It shall be the selected Respondent'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, may be 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, the selected Respondent shall be required to line the transporter with a minimum of one layer of 6-mil plastic, but this measure must be approved by the City.

The selected Respondent shall decontaminate all equipment that has been in contact with the impacted media: kindly note dry methods are preferred. As necessary, the selected Respondent shall decontaminate all equipment using high-pressure water and Alconox® soap. All of the selected Respondent's personnel coming 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. The selected Respondent shall perform more stringent decontamination methods, as appropriate. All decontamination procedures shall be identified and described in the selected Respondent's WMP and H&SP.

E. PERSONAL PROTECTIVE EQUIPMENT

All tasks required as part of this On-Call Contract have the potential to expose the selected Respondent's workers to hazardous substances. All employees working on site (to include, but not limited to, equipment operators, general laborers, and others), potentially shall be exposed to hazardous substances, health hazards or safety hazards. The selected Respondent's workers, their supervisors and management are responsible to abide by specifications outlined in 29 CFR 1910.120 Hazardous Waste Operations and Emergency Response (hereafter referred to as "HAZWOPER").

The selected Respondent is responsible for reviewing 29 CFR 1910.120, addressing engineering controls, work practices and personal protective equipment (hereafter referred to as "PPE") for its employees' protection from exposure to hazardous substances and safety and health hazards. PPE equipment to be donned by the selected Respondent's employees shall be identified and described in the selected Respondent's H&SP and should abide by 29 CFR 1910.120 HAZWOPER.

It shall be the selected Respondent's responsibility to assess the work environment by providing personnel monitoring and thereafter determining if additional PPE is necessary, once the scope of work is in process. A HS&P may be required for a specific project and shall be submitted at the beginning of the project to City's Environmental Project Manager for review and approval. City's Environmental Project Manager shall ensure that the plan HS&P is accurate and complete in relation to the assigned task. The selected Respondent's is responsible for the cost of providing PPE for its employees.

F. TRAINING

The selected Respondent shall ensure all its workers have completed the HAZWOPER training, as deemed by 29 CFR 1910.120. At a minimum, all of the selected Respondent's workers who handle impacted media shall receive forty (40) hours of HAZWOPER Training. Additionally, the selected Respondent's Supervisor also must have an additional eight (8) hours of Supervisor HAZWOPER Training. The selected Respondent shall submit copies of certificates for each of its workers involved in the project, as part of the HS&P (if required), 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.

G. SAMPLING AND ANALYSIS

No sampling or analysis shall be conducted on regular basis under this On-Call Contract, with the exception of incidental sampling, which 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 Environmental Consultant under a separate contract. The selected Respondent may be required, under this On-Call Contract, to assist City's Environmental Consultant with access and with facilitating sample collection. If the selected Respondent is required to collect and analyze samples, all samples shall be collected and analyzed in accordance with local, state and federal guidelines. These services shall be outlined under **Section I Miscellaneous Services** herein.

H. RIGHT OF WAY PERMIT

When working within City's ROW, as deemed necessary and appropriate by City's Environmental Project Manager, the selected Respondent shall be responsible for obtaining all necessary permits. Issuance of said necessary permit shall be contingent upon the selected Respondent submitting proof of insurance, a proposed traffic control plan (if necessary) and other documentation to City's ROW Office. Any fees for the ROW permit to City's ROW Office hereby are waived under this On-Call Contract. Said costs, to be included by Respondent in its **Exhibit C Price Proposal Form** hereto, are for Respondent's costs in preparation of the permit. Only one permit fee shall be authorized for each project.

I. MISCELLANEOUS SERVICES

In some instances, the selected Respondent may be required to provide excavation services in support of an Archeological investigation in an area potentially and/or verified as contaminated. In some projects, excavation services may be required using a hydro excavator. Miscellaneous services under this On-Call Contract also may include the abandonment and plugging of deep irrigation or domestic water wells. The depth of these wells may be greater than 500 feet and may be located in the Edward Aquifer or not. Services to be included by Respondent to plug these deep wells include coordination and permitting with the Edwards Aquifer Authority (if necessary), or other regulatory agency.

When working on a given project requiring traffic control services, the selected Respondent may be required to retain a vendor/Subcontractor to perform these services. Additional environmental sampling is normally

performed by the City's Environmental Consultant; however, in certain circumstances, the selected Respondent may be required to perform this task instead. If other entities provide any of these services beside the selected Respondent, City shall reimburse the selected Respondent for the services at the actual incurred cost(s), in addition to project management hours to coordinate these effort. Line items used for miscellaneous services have been included in the **Exhibit C Price Proposal Form** hereto.

J. ADDITIONAL ENVIRONMENTAL REQUIREMENTS

The selected Respondent shall exhibit professionalism during the performance of all aspects of this On-Call Contract and perform all work under this On-Call Contract in accordance with accepted industry standards and practices. The selected Respondent 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, the selected Respondent 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 shall be included in the specific task order for a given project. Work methods and quality control measures shall be the responsibility of the selected Respondent. City reserves the right to approve or suspend work methods considered unsafe, illegal or ultimately detrimental to the Project or City.

The selected Respondent shall perform all work under this On-Call Contract in accordance with all local, state and federal regulations required to perform the issued task order. The selected Respondent shall follow the Texas Commission on Environmental Quality (hereafter referred to as "TCEQ") rules and regulations, when applicable. The selected Respondent shall possess all applicable licenses, permits, insurance and training required to perform the required 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

K. PETROLEUM STORAGE TANK REMOVAL

The selected Respondent properly shall remove and dispose of Underground/Aboveground Storage Tanks, in accordance with local, state and federal regulations. The selected Respondent 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 majority of the time, the selected Respondent shall be asked to coordinate with City's Environmental Consultant to notify and to submit the necessary documentation to TCEQ and City's Fire Marshall, prior to any storage tank removal activities. However, in some instances the selected Respondent solely shall have to perform all requirements of the notifications, submittal of documentation and the performance of the sampling according to TCEQ's RG411 requirements. To that end, costs associated with line items 9.9, 9.10, and 9.11 of Exhibit C Price Proposal Form should

not include coordination with regulatory agencies, notifications or sampling. Costs associated with Line item 9.12 of Exhibit C Price Proposal Form shall be included in Respondent's pricing.

The selected Respondent properly shall render the storage tank vapor-free and inert prior to removal activities, in accordance with American Petroleum Institute 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. The selected Respondent shall be responsible for making all proper notifications prior all removal activities. At the end of the assigned task, the selected Respondent shall be required to provide documentation proving the proper disposal of the storage tank(s).

Soil and/or water removed from the tank basin shall be sampled and analyzed, in accordance with TCEQ procedures and directives. The selected Respondent shall provide support to City's Environmental Consultant to perform this sampling and analysis task. As required, the selected Respondent 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, soil samples shall be collected from the tank basin excavation, in accordance with TCEQ's RG 411 requirements. The selected Respondent shall assist City's Environmental Consultant to perform this soil sampling task.

The selected Respondent shall be responsible for coordinating and providing the proper documentation to City's Environmental Consultant, for said documentation to be submitted to the agencies requiring said information. Copies of all proper documentation shall be sent to City's Environmental Consultant at the completion of the task.

L. TRUCK STANDBY CHARGES

The selected Respondent shall be required to have an adequate number of transporters available for task order dates and times, as specified by City's representative. In the event that site and/or construction activities delay the loading of the selected Respondent's transporters, due to unforeseen conditions, the selected Respondent shall be asked to switch to Standby charges. **Kindly note standby time will begin two (2) hours after the truck has arrived to the task order work site.** Standby time will not be reimbursed for trucks waiting at the landfill to dispose of their loads.

It will be the selected Respondent'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:	**December 15, 2015**
Deadline for Submission of Written Questions:	**December 18, 2015**
RFP Responses Due:	**January 6, 2016**
Interviews of Short-Listed Firms (if necessary)	**January 2016 (TBD)**
Anticipated City Council Consideration	**March 2016**

IV. PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held on **Tuesday, December 15, 2015 at 1:00 P.M.** at the **Municipal Plaza Building, 2nd Floor Conference Room, located at 114 West Commerce St., San Antonio, Texas 78205**. Attendance at the Pre-Submittal Conference is optional but strongly encouraged. Respondent is encouraged to

prepare and submit its questions in writing three (3) calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings.

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

This meeting place is accessible to disabled persons. The Municipal Plaza Building is wheelchair accessible. The accessible entrance is located at 114 W. Commerce. Accessible parking spaces are located at City Hall, 100 Military Plaza. Auxiliary aids and services are available upon request. Interpreters for the Deaf shall be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral responses provided by City staff at the Pre-Submittal Conference shall be preliminary. A written summary of the Pre-Submittal Conference shall contain official responses and posted on City's website at http://epay.sanantonio.gov/RFPListings/. Any oral response given at the Pre-Submittal Conference that 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 and all other forms of communication with any officer, employee or agent of City shall not be binding on City.

V. SUBMITTAL DOCUMENT REQUIREMENTS AND EVALUATION CRITERIA

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 shall be analyzed to determine overall responsiveness and qualifications under the RFP. The selection committee may select all, some or none of the Respondents for Contract award recommendation. If City elects to conduct interviews, interviewed Respondents shall be interviewed and re-scored based upon these same criteria or upon other criteria, to be determined by the selection committee.

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

A. EXECUTIVE SUMMARY – Respondents shall include a one page Executive Summary for the Statement of Qualifications ("SOQ"). The summary shall state the number of years in business, number of years in business in the local office, local office address and number of employees employed in local office.

B. SUBMITTAL COVER / SIGNATURE PAGE (Form #1) – Respondent shall include the completed Submittal Cover/Signature Sheet with submittal, indexed or labeled as "**Tab1".** The Submittal Cover/Signature Sheet shall 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 shall 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, which is to be used as the Table of Contents for its submittal. The checklist shall be indexed or labeled as **"Tab 2"** in submittal.

D. DISCRETIONARY CONTRACTS DISCLOSURE FORM (Form #3) – Respondents shall complete the form online at, https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.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) – Complete Litigation Disclosure form and additional pages for explanation, if necessary, index or label as **"Tab 4"** in submittal. If Respondent is proposing as a team or joint venture, then each party to that team or joint venture shall completed and submit a separate form with the submittal.

G. DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORT PLAN FOR FEDERALLY ASSISTED CONSTRUCTION CONTRACTS (Form #5) – Respondent shall complete the DBE Good Faith Effort Plan, as found in the RFP, and indexed or labeled as **"Tab 5"** of the submittal.

H. CONTRACT TEMPLATE AND GENERAL CONDITIONS (Indexed and labeled as **"Tab 6")** – Respondents shall review the Contract Template and General Conditions for City of San Antonio Construction Contracts, provided as **RFP Exhibit A** and **RFP Exhibit B** hereto, and provide written comments and/or concerns regarding the provided Contract and General Conditions under this **Tab 6**. If Respondent does not have any comments and/or concerns, Respondent shall indicate this in this **Tab 6**. If no objections are submitted by the Respondent, City shall presume Respondent shall sign the Contract and General Conditions as presented, if a Contract is awarded.

I. PROOF OF INSURABILITY/PAYMENT AND PERFORMANCE BONDS (Indexed and labeled as "**Tab 7"**) – Respondent shall submit a copy of its current insurance certificate. The awarded firm(s) shall be required to provide payment and performance bonds for either, at Respondent's option, the entire annual capacity of this On-Call Contract or on a task order by task order basis.

J. LETTERS OF REFERENCE (required) – Respondent shall provide a maximum of five (5) letters of reference. Letters of Reference shall be indexed and labeled as **"Tab 8".**

K. STATEMENT OF QUALIFICATIONS – Respondent shall provide a narrative document addressing all evaluation criteria in **Section II** of this RFP. Sufficient information regarding past projects and key personnel's experience should be provided, to indicate Respondent's team has met or exceeded the minimum qualifications provided in **Section II** of this RFP.

A. Background, Experience and Qualifications of Prime Firm, Key Personnel and Key Sub-consultants including Co-Respondent, Joint Venture Party or Partner (25 Points)

1. Experience: (Indexed and Labeled as "Tab 9") – City shall consider the relevance of past experience for all parties proposed as a part of Respondent's team. Respondent shall provide a narrative in two (2) pages or less describing Respondent's proposed team's qualifications. Respondent shall include how its proposed team has worked together on past similar projects and include the number of years working together as a team. If a Sub-Consultant is part of Respondent's team, Respondent shall include information on how the Sub-Consultant shall function within the team's organization.

2. Proposed Key Personnel/Organizational Chart (Indexed and Labeled as "Tab 10") – Key personnel included in this section are expected to be the same personnel that will be assigned to the On-Call Contract, if awarded. Respondent shall provide a detailed organizational chart of its firm, identifying key personnel who shall be committed to work on the various tasks for this On-Call Contract. Respondent's Proposed Key Personnel shall consist of a Licensed Engineering Consultant with a minimum of five (5) five years demonstrated experience in engineering services.

Label key personnel assignments as:

- Coordination of the project and requirements with regulatory agencies and authorities (if any);
- Quality Assurance/Quality Control Coordination for submitting applicable notifications;
- Proposed Project Principal;
- Proposed Project Manager; and
- Subconsultants (for any services deemed necessary to fulfill the duties of this Contract).

3. Resumes (Indexed and Labeled as "Tab 11") – Respondent shall submit one-page resumes for all of its key team members. Resumes should link to project sheets provided in **Tab 12** below and also may include additional previously completed relevant projects not highlighted in the project sheets. Resumes also shall include the license type (if applicable), number of years licensed, location of office, number of years experience in each key team member's proposed role and experience with Respondent's firm.

4. Project Sheets (Indexed and Labeled as "Tab 12") – Respondent's submittal shall include a maximum of ten (10) project sheets, limited to one (1) page for each project, describing similar projects Respondent has completed within the last five (5) years. Each project sheet should include the following:

1. Name and description of the project;
2. Scope of the project;
3. Project Principal and note whether this person will work on this Contract and his/her role planned for this Contract;
4. Project Manager and note whether this person will work on this Contract and his/her role planned for this Contract;
5. Budget for project;
6. Project's proposed completion date and actual completion date (explain inconsistencies);
7. Names of the Team members who worked with on the project. Respondent shall indicate if those Team members still are retained by Respondent.
8. The project Owner's name and the name of the representative (if different) who served as the day-to-day liaison for the project in the following format:

   Name of Owner: _____
   Name of Owner's representative: _____
   Representative's Phone Number: _____
   Representative's E-mail:_____

B. Proposed Management Plan (25 points)

In a narrative format, Respondent shall 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, and shall be indexed and labeled as **"Tab 13"**.

1) Respondent shall describe its approach to its overall team formation and its coordination of team members referenced in Respondent's organizational chart.

2) Respondent shall detail the current capacity of its key team individuals, the percent of time each will spend on this project and Respondent's capabilities to complete the services outlined herein;

3) Respondent shall provide a listing of its available equipment to complete the services outlined herein;

4) Respondent briefly shall describe its understanding of this On-Call Contract, including all of the requirements to successfully complete the task order(s) to be issued. Respondent shall provide the proposed approach of Respondent and/or its team's partner(s) in meeting the requirements of this On-Call Contract, comprehensively addressing all the issues, standards and requirements needed to produce a finished project. Respondent's narrative submittal shall:

   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) Respondent shall describe its approach to stakeholder involvement and to providing seamless, successful delivery of the services outlined in this RFP.

6) Respondent shall provide an example of a time when its firm was asked to respond to an emergency or extremely short duration work assignment. Respondent shall describe how it managed its staff in order to accommodate the emergency or short duration work assignment requirement and provide a timeline of this example.

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

City is interested in evaluating the firm's experience with San Antonio issues, as may be evidenced by work in San Antonio and/or the surrounding area during the past five (5) years. In narrative form using two (2) pages, Respondent briefly shall describe its experience (if any) in the following areas, referencing projects relating to that experience. Note: Respondent may reference projects included in project sheets under **Tab 12** herein or include other projects, but no additional project sheets should be provided for this criteria. Respondent's experience with San Antonio issues shall be indexed and labeled as "**Tab 14"** and shall include:

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

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

- Timely completion of City projects;
- Cooperative working relationship with City;
- Prompt payment of Subcontractors at all levels;
- Compliance with other Contract terms;
- Compliance with City Ordinances on substitution/addition/deletion of Subcontractors;
- Provision of contracting opportunities for S/M/WBEs;
- Compliance with City standards;
- Conformance to City budget requirements.

D. Price Proposal (35 points)

Respondents submitting to in this RFP shall provide pricing for all items on the **Exhibit C Price Proposal Form**. Failure to provide pricing for **all** items listed in the **Exhibit C Price Proposal Form** may result in the submittal to be deemed non-responsive and grounds for disqualification. Respondents shall complete, sign and submit the **Price Proposal Form**, **RFP Exhibit C** hereto, with Respondent's submittal to this RFP.

Respondent is expected to examine this RFP carefully, and understand the terms and conditions for providing the services listed herein and respond completely. Failure to complete and provide any of

the above-referenced documents may result in Respondent's submittal being deemed non-responsive and, therefore, disqualified from consideration.

Evaluation Criteria:	Maximum Points
A. Background, Experience and Qualifications of Prime Firm, Key Personnel and Key Subconsultants including Co-Respondent, Joint Venture Party or Partner	**25 points**
B. Proposed Management Plan	**25 points**
C. Team's Experience with San Antonio Region Issues & past experience with City of San Antonio Contracts	**15 points**
D. Price Proposal	**35 points**
TOTAL	**100 points**

VI. SUBMISSION INSTRUCTIONS

When submitting a Statement of Qualifications in person, visitors to City Hall shall 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 7:45 a.m. to 4:30 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 **six (6)** Qualification Statements which shall include one (**1**) original unbound Qualification Statement, signed in ink, and **five (5)** printed copies of the submittal, as well as one (**1**) copy of the entire 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 shall be received in the Office of the City Clerk **NO LATER THAN 2:00 PM WEDNESDAY, JANUARY 6, 2016,** at the address indicated below. Any submittal received after this time shall not be considered.

Physical Address:

Office of the City Clerk
Attn: Transportation and Capital Improvements
100 Military Plaza
City Hall, 2nd Floor,
San Antonio, Texas 78205

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") with criteria information will be counted. Respondent shall adhere to the page limitations for each section as stated herein. Pages which have project photos, charts, and 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. The use of recycled paper is encouraged. Three-ring binders are **NOT** permitted. With regards to other types of binding, plastic (not metal) spiral or "comb" binding is highly 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 shall include the sections and attachments in the sequence listed in the RFP Section V, Submittal Document Requirements & Evaluation Criteria, and each section shall be divided by tabs and indexed as indicated in this RFP. Failure to meet the above conditions may result in disqualification of the proposal.

Respondents who 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, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the signature page of the Proposal.

VII. AMENDMENTS TO RFP

Changes, amendments or written responses to questions received in compliance with **Section VIII, Restrictions on Communication** herein may be posted on City's website at http://epay.sanantonio.gov/RFPListings/. It is Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission of a proposal. If Respondent does not have access to the Internet, Respondent shall notify City, in accordance with **Section VIII, Restrictions on Communication**, 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.

VIII. RESTRICTION ON COMMUNICATIONS

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

Respondent is prohibited from communicating with elected City officials and their staff regarding the RFP or submittal from the time the RFP has been released until the Contract award consideration is posted as a City Council agenda item. Respondent is 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 that 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. Respondent may ask verbal questions concerning this RFP at the Pre-Submittal Conference.
2. Respondent may submit written questions concerning this RFP to the Staff Contact Person listed in the address below until **4:00 PM on December 18, 2015**. 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:

   Clayton Hoelscher, Contract Coordinator (210) 207-4034 (via fax) or clayton.hoelscher@sanantonio.gov

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

Clayton Hoelscher, Contract Coordinator
City of San Antonio, Transportation and Capital Improvements
Contract Services Division
114 W. Commerce Street, Room 910, San Antonio, TX 78205

3. During interviews, if elected, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. City reserves the right to exclude any persons from such selection committee meetings as it deems in its best interests.

IX. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

City reserves the right to award one, more than one, or no contract(s) in response to this 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 by 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, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

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

E. This RFP neither commits City to enter into a Contract nor 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. City administers its design and construction management through an Internet-based management system. All vendors shall be required to use City's system for all transactions regarding this On-Call Contract and submit schedules for any issued task orders.

G. **Conflicts of Interest**: Respondent acknowledges it is informed that the Charter of City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract 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 **Form 3** of this RFP.

I. **Independent Contractor:** Respondent understands and agrees, if selected, it and all persons designated by it to provide services in connection with this Contract, is, are and shall be deemed to be (an) Independent Contractor(s) responsible for its (their) respective acts or omissions, City shall in no way be responsible for Respondent's actions and that none of the parties hereto shall have authority to bind the others or to hold out to third parties 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 (hereafter referred to as "CIQ"), with City Clerk not later than the seventh (7th) business day after the date the person:

(1) begins Contract discussions or negotiations with City; or

(2) submits to City an application, response to a request for proposals or bids, correspondence or another writing related to a potential agreement with City. The CIQ form is available from the Texas Ethics Commission at:

http://www.ethics.state.tx.us/forms/CIQ.pdf.

In addition to the CIQ form, City requires individuals to submit a CIQ Addendum. The CIQ Addendum is available from the City of San Antonio at:

http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf.

Completed CIQ forms and CIQ addendum forms may delivered by hand to the Office of the City Clerk at City Hall, 2nd floor, 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 it has any questions regarding the statute, CIQ form or CIQ Addendum

K. All submittals become public records, the property of City upon receipt and shall not be returned. Any information deemed to be confidential by Respondent should clearly be noted on the page(s) where confidential information is contained; however, City cannot guarantee it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

L. Any cost or expense incurred by the Respondent 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. **Solicitation Process Review:** Any Respondent desiring a review of the solicitation process shall deliver a written request to the Director of TCI within seven (7) calendar days from the date the notice of non-selection was sent. When the TCI Director receives a timely written request, the TCI Director or his/her designee shall review the respondents concerns and the solicitation process for legitimacy and procedural correctness. After performing a full review, the TCI Director shall notify the requesting Respondent in writing of his/her determination.

N. **Debriefings:** In an effort to improve solicitation responses, TCI is making available on its web site a "Solicitation Response Tip List" that includes the top common items that "make or break" submissions. Providing this information prior to the due date of the submittal provides Respondents with an opportunity to develop a better response for each TCI solicitation. As a result of this up-front effort, Respondent is entitled to one (1) debriefing per calendar year after the San Antonio City Council has made an award of a Contract if:

(a) it is not the selected respondent; and

(b) it has not been debriefed since January 1, 2013.

Once a firm has been debriefed, it will not be eligible for future debriefings within that calendar year. Any Respondent meeting the above criteria desiring an individual submittal debriefing shall deliver a written request to the TCI Contract Services Division within seven (7) calendar days from the date a notice of non-selection was sent.

O. City reserves the right to verify any and all information submitted by Respondents at anytime of the solicitation/evaluation process.

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

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

X. DISADVANTAGED BUSINESS ENTERPRISE COMPLIANCE PROVISIONS

TCI 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 TCI 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 TCI Disadvantaged Business Enterprise program is:

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

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

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

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

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

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

DBE OBLIGATION

The selected Respondent agrees to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to participate in the performance of a contract financed in whole or in part with federal funds provided under this On-Call Contract. In this regard, the selected Respondent 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: and

(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 TCI 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 TCI 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

TCI 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 TCI 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 TCI Director to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The TCI 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 TCI Director.

The TCI 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 TCI 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.