

2009-08-13-0651

AN ORDINANCE

AUTHORIZING TWO STANDBY PROFESSIONAL SERVICE AGREEMENTS, EACH IN AN AMOUNT UP TO \$350,000.00, WITH HARTNETT ENGINEERED SOLUTIONS, INC. AND RABA-KISTNER CONSULTANTS, INC. FOR STANDBY LANDFILL COMPLIANCE, ENVIRONMENTAL REMEDIATION AND CONSULTING SERVICES, FOR AS-NEEDED PROJECTS IN VARIOUS COUNCIL DISTRICTS, FUNDED BY THE SOLID WASTE OPERATING FUND.

* * * * *

WHEREAS, the City has awarded multiple agreements for landfill compliance and environmental consulting activities since 1998 due to the volume of environmental work and the highly regulated nature of environmental activities; and

WHEREAS, a Request for Qualifications for Standby Landfill Compliance, Environmental Remediation and Consulting Services was issued by the Solid Waste Management Department and, of the responses received and evaluated, the evaluation committee selected Hartnett Engineered Solutions, Inc. (HES) and Raba-Kistner Consultants, Inc. (RKCI); and

WHEREAS, these agreements shall be used by the Solid Waste Management Department on an as-needed basis for various landfill compliance services, environmental investigations, asbestos consulting activities, and some environmental assessments related to City of San Antonio property and/or City projects; and

WHEREAS, this Ordinance authorizes the execution of two Standby Professional Services Agreements with Hartnett Engineered Solutions, Inc. (HES) and Raba-Kistner Consultants, Inc. (RKCI) for Standby Landfill Compliance, Environmental Remediation and Consulting Services, each in an amount up to \$350,000.00 annually, with no minimum value guaranteed; and

WHEREAS, the initial term of each Agreement shall be for a period of two years with one optional one-year extension authorized to each, or any one of the consulting firms, subject to City Council approval and funding availability; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. Hartnett Engineered Solutions, Inc. (HES) and Raba-Kistner Consultants, Inc. (RKCI), are hereby selected to provide landfill compliance, environmental remediation and consulting services for the City of San Antonio as the most qualified respondents to the Request for Qualifications. A copy of the Agreement, Request for Qualifications and responses are attached and incorporated herein verbatim for all purposes as **Attachment I**.

SECTION 2. The City Manager, or her designee, is hereby authorized to take all actions necessary to negotiate and execute two Standby Professional Service Agreements for Landfill Compliance, Environmental Remediation and Consulting Services, between the City of San Antonio and Hartnett Engineered Solutions, Inc. (HES) and Raba-Kistner Consultants, Inc.

(RKCI), for an initial term of two years with options in the City's favor for one additional one-year term.

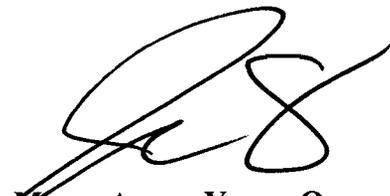
SECTION 3. Financial adjustments necessary to effect this Ordinance are authorized as follows:

- (a) Funding for this ordinance will be identified when work orders are issued from the potential funding sources. Potential funding sources include but are not limited to Fund 55001000, Cost Center 5556010001, General Ledger 5201040, Fund 55001000, Cost Center 5501010001, and General Ledger 5201040. All expenditures will comply with Operating and/or Capital Budgets for current and future fiscal years.
- (b) Payment not to exceed the limitations of the budgeted amount is authorized and should be encumbered with a purchase order.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 5. This ordinance shall become effective on the tenth day after passage hereof.

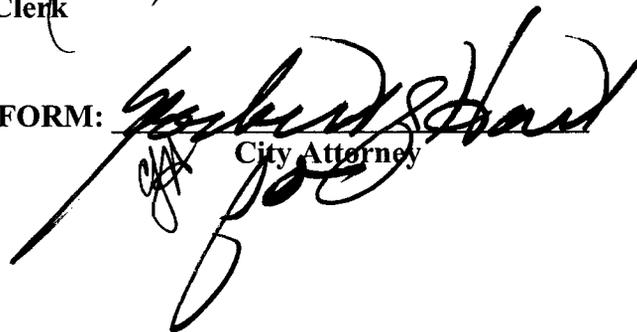
PASSED AND APPROVED this 13th day of August, 2009.


M A Y O R
JULIÁN CASTRO

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

CH: 08-13-09
Item No. 25

ATTACHMENT I

**AGREEMENT BETWEEN THE CITY OF SAN ANTONIO
AND
HARTNETT ENGINEERED SOLUTIONS, INC.
FOR
STANDBY PROFESSIONAL SERVICES AGREEMENT FOR LANDFILL
COMPLIANCE, ENVIRONMENTAL REMEDIATION, AND CONSULTING 2009
A Stand-by Agreement**

**STATE OF TEXAS
COUNTY OF BEXAR**

This agreement (hereinafter referred to as the "Agreement"), made and entered into in San Antonio, Bexar County, Texas, between the City of San Antonio, a Municipal Corporation in the State of Texas acting by and through its City Manager (hereinafter referred to as "City"), and

Hartnett Engineered Solutions, Inc.
22622 Sueno Lane
San Antonio, Texas 78256

a Corporation chartered under the laws of the State of Texas (hereinafter referred to as "HES"), said Agreement being executed by the City pursuant to Ordinance No. 2009-08-13-_____, passed and approved by the City Council on August 13, 2009.

Terms and conditions for performance and compensation payment for this Agreement are set forth in the following contract documents, true and correct copies of which are attached and fully incorporated herein verbatim for all purposes:

1. Exhibit I, a Request for Qualifications - Stand-By Professional Services Agreement for Landfill Compliance, Environmental Remediation, and Consulting 2009, issued by the City on May 17, 2009;
2. Exhibit II, Addendum I, (Questions and Clarifications dated June 2, 2009);
3. Exhibit III, Addendum II, (Questions and Clarifications, dated June 9, 2009);
4. Exhibit IV, Price Schedule submitted by HES
5. Copy of enabling Ordinance No. 2009-08-13-_____

Referenced Documents: Further, HES's responses to the RFQ and its addendum are also fully incorporated by reference, verbatim, for all purposes. All the documents attached hereto and those incorporated by reference constitute the contract documents for this Agreement.

Conflict: The RFQ and its addendum govern HES's responses; this Integration Agreement governs both the RFQ and responses; the Enabling Ordinance governs all in case of conflict.

This agreement supersedes any previous agreement or understanding of the parties, whether written or oral.

As authorized by the Ordinance, annual budget sums shall not exceed \$350,000.00 unless City Council action is taken to amend the enabling Ordinance. In regard to compensation, City does not guarantee any minimum volume of work.

Work Start Date: Work shall start immediately upon instruction to HES from the Solid Waste Management Department, but no sooner than August 23, 2009, for performance of various City projects described in the RFQ's scope of services or the contract documents identified above.

Annual Term of Performance and Termination Date: The term of this agreement is for two (2) years with one (1) optional one year term. The primary two year term of this Agreement shall commence on or about August 23, 2009 and shall terminate on August 22, 2011. The term of this agreement may be extended for one (1) optional one-year term to be effected and executed at the discretion of the City through the Director of the Solid Waste Management Department contingent upon funding availability and appropriation by the City Council. Optional terms shall run from August 23 and terminate on August 22 of the respective calendar years for purposes of calculating optional performance periods.

Agreed, Consented to, and Executed this ___ day of _____, 2009.

HARTNETT ENGINEERED SOLUTIONS, INC.

BY: Paul B. Hartnett

Printed name: Paul B. Hartnett, P.E.

Title: President

CITY OF SAN ANTONIO

BY: _____

Printed name: _____

Title: _____

CITY MANAGER, or her designee

APPROVED AS TO FORM:
Office of the City Attorney
Michael Bernard, City Attorney

By: _____

Assistant City Attorney

**AGREEMENT BETWEEN THE CITY OF SAN ANTONIO
AND
RABA-KISTNER CONSULTANTS, INC.
FOR
STANDBY PROFESSIONAL SERVICES AGREEMENT FOR LANDFILL
COMPLIANCE, ENVIRONMENTAL REMEDIATION, AND CONSULTING 2009
A Stand-by Agreement**

**STATE OF TEXAS
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Raba-Kistner Consultants, Inc.
12821 W. Golden Lane
San Antonio, Texas 78249

a Corporation chartered under the laws of the State of Texas (hereinafter referred to as "RKCI"), said Agreement being executed by the City pursuant to Ordinance No. 2009-08-13-_____, passed and approved by the City Council on August 13, 2009.

Terms and conditions for performance and compensation payment for this Agreement are set forth in the following contract documents, true and correct copies of which are attached and fully incorporated herein verbatim for all purposes:

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2. Exhibit II, Addendum I, (Questions and Clarifications dated June 2, 2009);
3. Exhibit III, Addendum II, (Questions and Clarifications, dated June 9, 2009);
4. Exhibit IV, Price Schedule submitted by RKCI
5. Copy of enabling Ordinance No. 2009-08-13-_____

Referenced Documents: Further, RKCI's responses to the RFQ and its addendum are also fully incorporated by reference, verbatim, for all purposes. All the documents attached hereto and those incorporated by reference constitute the contract documents for this Agreement.

Conflict: The RFQ and its addendum govern RKCI's responses; this Integration Agreement governs both the RFQ and responses; the Enabling Ordinance governs all in case of conflict.

This agreement supersedes any previous agreement or understanding of the parties, whether written or oral.

As authorized by the Ordinance, annual budget sums shall not exceed \$350,000.00 unless City Council action is taken to amend the enabling Ordinance. In regard to compensation, City does not guarantee any minimum volume of work.

Work Start Date: Work shall start immediately upon instruction to RKCI from the Solid Waste Management Department, but no sooner than August 23, 2009, for performance of various City projects described in the RFQ's scope of services or the contract documents identified above.

Annual Term of Performance and Termination Date: The term of this agreement is for two (2) years with one (1) optional one year term. The primary two year term of this Agreement shall commence on or about August 23, 2009 and shall terminate on August 22, 2011. The term of this agreement may be extended for one (1) optional one-year term to be effected and executed at the discretion of the City through the Director of the Solid Waste Management Department contingent upon funding availability and appropriation by the City Council. Optional terms shall run from August 23 and terminate on August 22 of the respective calendar years for purposes of calculating optional performance periods.

Agreed, Consented to, and Executed this ___ day of _____, 2009.

RABA-KISTNER CONSULTANTS, INC.

BY: *Steven E. Jones*

Printed name: Steven E. Jones

Title: Sr. Vice President

CITY OF SAN ANTONIO

BY: _____

Printed name: _____

Title: _____

CITY MANAGER, or her designee

APPROVED AS TO FORM:

Office of the City Attorney

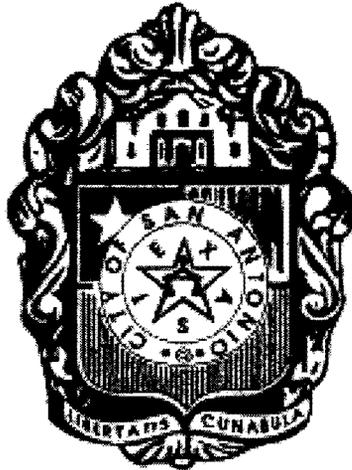
Michael Bernard, City Attorney

By: _____

Assistant City Attorney

CITY OF SAN ANTONIO

Solid Waste Management Department
and
Aviation Department



**REQUEST FOR QUALIFICATION
("RFQ")**

for

**Stand-By Professional Services Agreement for Landfill Compliance, Environmental
Remediation, and Consulting 2009**

Issued: 5/17/09
Proposals Due: 6/16/09

Table of Contents		
Section		Page Number
I.	Background	3
II.	Scope of Services	3
III.	Term of Contract	6
IV.	Pre-Submittal Conference	8
V.	Proposal Requirements	8
VI.	Amendments to RFQ	9
VII.	Submission of Proposals	9
VIII.	Restrictions on Communication	11
IX.	Evaluation Criteria	12
X.	Award of Contract and Reservation of Rights	13
XI.	Performance Bond	15
XII.	Schedule of Events	15
RFQ Attachments		
RFQ Attachment A	Interest Statement	17
RFQ Attachment B	Consultant Qualifications General Questionnaire	21
RFQ Attachment C	Discretionary Contracts Disclosure Form	25
RFQ Attachment D	Litigation Disclosure Form	28
RFQ Attachment E	Small Business Economic Development Program Policy and Forms	30
RFQ Attachment F	Insurance Requirements	38
RFQ Attachment G	Indemnification Requirements	42
RFQ Attachment H	Signature Page	44
RFQ Attachment I	Proposal Checklist	46

I. BACKGROUND

The City of San Antonio, Solid Waste Management and Aviation Departments seek Proposals from qualified firms interested in providing the services as described in this RFQ.

The City of San Antonio (hereinafter referred to as “City”) is soliciting Proposals from qualified firms (hereinafter referred to as “CONSULTANT”) with an interest in contracting to provide environmental and engineering services to comply with the regulations set forth by the Texas Commission for Environmental Quality (TCEQ) and the U.S. Environmental Protection Agency (USEPA) regarding management of closed municipal solid waste landfills and execution of various City environmental projects. All firms responding must be qualified and have licensed, trained, and/or certified personnel in accordance with state and federal rules to provide various environmental consulting services, or must joint venture or subcontract with a qualified firm to provide the services proposed.

The City anticipates various projects will arise under authority of a standby contract resulting from this RFQ. One or more contracts will be awarded. Work will consist of various environmental consulting services, such as environmental assessments, subsurface investigations, asbestos sampling, well installation, well plugging, and remediation oversight, as may be required to support City construction projects and property acquisitions. Various City Departments may fund the work conducted under the resultant standby agreement by requesting services through the Solid Waste Management Department. The Aviation Department is anticipating entering into separate standby agreement(s).

Selection of the CONSULTANT(s) and performance of the contract growing out of this RFQ shall be governed by requirements of the Texas Professional Services Procurement Act pertaining to engineering services. For purposes of satisfying requirements of the Texas Professional Services Procurement Act, this RFQ is designed to anticipate responses from professional CONSULTANT(s) who may be engineers, architects, or who may otherwise be covered by the Act. Where engineering/architectural/survey professionals are concerned, the City’s review of qualifications must consider highest competency as the primary criterion.

Minimally, the City requires the services of a firm that employs professionals with sufficient credentials to perform environmental consulting. Basically, such a consultant may employ professional geologists, scientists, professional engineers, geoscientists and chemists. Certifications may include, but not be limited to, Corrective Action Project Manager, Registered Environmental Manager, Licensed Geoscientist, and Licensed Professional Engineer.

II. SCOPE OF SERVICES

As part of the City’s post-closure requirements (prior to Subtitle D), the City is required to monitor, implement and maintain environmental programs related to air, soil and groundwater for various closed landfills. The selected firm(s) will perform environmental consulting and remediation services including, but not limited to the following:

1. Provide assistance with quarterly and semi-annual groundwater monitoring events at select landfills. CONSULTANT will be responsible for analyzing select parameters, evaluating analytical data, and preparing a report, as required by TCEQ. Consultant may also be responsible for continuing groundwater sampling events at selected landfills;
2. Provide assistance with the evaluation and maintenance of existing leachate and methane collection systems at select landfills. CONSULTANT will be responsible for making recommendations, acquiring equipment, and supplying labor to ensure systems are operating effectively and efficiently;
3. Provide assistance with air monitoring, permitting and reporting to meet Title V permit requirements and New Source Performance Standard (NSPS) requirements and permit rule requirements or other air quality requirements at selected sites. These services may include air monitoring, landfill gas sampling and analyses, or landfill gas surface monitoring;
4. Develop work plans including Sampling Plans, Quality Assurance/Quality Control Plans, and Health and Safety Plans;
5. Provide groundwater monitoring well system design, installation, sampling and testing;
6. Develop landfill gas and leachate management plans;
7. Conduct Risk Assessments;
8. Design and implement site specific remediation plans;
9. Operate and maintain all remediation equipment, including any equipment and labor as may be required such as pumps, compressors, gas analyzers, bailers, and other testing equipment;
10. Obtain site closure on projects pertaining to impacted soil, water, air and other affected media in accordance with federal, state and local requirements;
11. Complete Environmental Compliance auditing;
12. Provide Engineering, design, surveying and over-sight of construction activities required at selected landfill sites;
13. Construct and maintain gas collection and leachate collection systems;
14. Provide regulatory coordination and other services, as required;
15. Develop spill prevention countermeasures control (SPCC) plans for facilities subject to SPCC requirements. Consultant will also provide assistance with design and implementation of containment measures required for facility compliance;
16. Prepare monthly reports describing tasks completed, tasks anticipated to be completed and expenses incurred for all assigned projects.

Sites that may be addressed under this contract include properties owned and/or maintained by the City and may include, but not limited to:

- Nelson Gardens Landfill
- Pearsall Landfill
- Rigsby Avenue Landfill
- West Avenue Landfill
- Wetmore Landfill
- Ira Lee Landfill
- Camargo Park Landfill
- Bitters Road Brush Recycling Center
- Household Hazardous Waste Facility
- San Antonio International Airport
- Stinson Municipal Airport

Additionally, work will also consist of various environmental consulting services, such as environmental assessments, subsurface investigations, asbestos sampling, well installation, well plugging, and remediation oversight, as may be required to support City construction projects and property acquisitions. The selected CONSULTANT(s) will perform environmental consulting activities including, but not limited to, Phase I Environmental Site Assessments (ESAs), Phase II ESAs, Phase III ESAs (including Remediation Oversight), Spill Prevention Control & Countermeasure (SPCC) Plans, Brownfield Site Assessments, Leaking Petroleum Storage Tank (LSPT) assessments, and asbestos consulting

Phase I ESAs:

1. Conduct Phase I ESAs on proposed or existing City property or right-of-way (ROW) in accordance with ASTM E1527-05 or USEPA All Appropriate Inquiry (AAI) requirements.

Phase II ESAs:

1. Perform a Subsurface investigation on proposed or existing City property or ROW to identify the presence or absence of potential contaminants, and to delineate the vertical and horizontal extent of contamination, if encountered. The investigation must be conducted in accordance with federal, state and local requirements and applicable industry standards to afford the City CERCLA protections as an innocent landowner, contiguous property owner, or a bona fide prospective purchaser.
2. Work may involve drilling below ground to depths of 30 feet and collecting samples of soil and groundwater. Some wells may be converted into permanent monitoring wells for groundwater monitoring purposes.
3. Samples shall be analyzed by an authorized independent laboratory and consultant shall render conclusions and recommendations.

Phase III ESAs:

1. Development of a waste management plan to address health and safety issues and waste management procedures associated with impacted projects.
2. Phase III ESAs are the remediation phase and may involve, but not be limited to waste management plans, environmental closure by statistical analysis and risk-based assessment and additional investigation.
3. Oversight of a remediation activity by others to ensure that work is being conducted appropriately, which may include preparing, managing and signing waste manifests.

Spill Prevention, Control, and Countermeasure (SPCC) Plan

1. Assist with the preparation, inspection and certification of SPCC plans for City facilities in accordance with the Oil Pollution Prevention Regulation under the authority of the federal Clean Water Act requirements.

Brownfield Site Assessments

1. Conduct Phase I ESAs in accordance with AAI (All Appropriate Inquiry) requirements. Prepare Quality Assurance Project Plans (QAPP) for phase II subsurface investigation

reports. Prepare and submit reports with findings and recommendations associated with investigative results.

Leaking Petroleum Storage Tank (LPST) Assessments

1. Monitoring, reporting, removal, and site closure of above ground and underground tanks, in accordance with applicable Texas Commission on Environmental Quality (TCEQ) requirements.

Asbestos Consulting:

1. Perform asbestos surveys and collect bulk samples per state requirements.
2. Perform asbestos oversight of asbestos abatement activities and perform required air monitoring activities.

ADDITIONAL PROVISIONS

A. OWNERSHIPS AND RECORDS

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

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

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

In accordance herewith, CONSULTANT, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

III. TERM OF CONTRACT

A contract to one (1) or multiple consulting firms will be awarded for both the Solid Waste Management Department and the Aviation Department in response to this RFQ and shall be for:

1. A term of two (2) years from date of the fully executed contract, the date recited in the enabling Ordinance, or the date provided in the final, Integrated Agreement. The CONSULTANT shall be retained in a standby mode. As projects are identified and funded, work to the CONSULTANT shall be authorized. The City shall have the option to renew this contract for one (1) additional 1-year term, with the same terms and conditions, upon approval of the Director of Solid Waste Management, Director of Aviation Department or upon approval by the City Council, depending on the authority created in the enabling Ordinance that creates the initial contract.

If exercised, the optional renewal terms shall begin on the anniversary date of the contract initiation date, or the date recited in the Integration Agreement, unless the contract value is met prior to the end of the contract term. Should the contract value be met prior to the end of the stated contract term, the next optional renewal term may start prior to the anniversary of the contract initiation date. If the optional contract renewal date is accelerated as described herein, the Consultant shall be notified in writing by the Solid Waste Management or Aviation Department and the new anniversary and annual termination dates, respectively, shall be memorialized in the notice as a necessary convenience to establish such dates without council action if the enabling Ordinance allows for renewal without council action.

The contract documents consist of this RFQ, any addenda, amendments or written adjustments thereto; the Consultant's response, and the Integration Agreement comprising all such writings. The enabling Ordinance shall govern over all contract documents.

The Integration Agreement shall be executed by duly authorized representatives of the City and Consultant.

A. MATERIAL BREACH

Subject to other provisions in this contract that may define specific termination options, failure of CONSULTANT to perform any of the services required by this contract within fourteen (14) days of receipt of written demand for performance from the City, or failure of CONSULTANT to correct or replace defective equipment, goods, or products within ten days from the receipt of written demand therefore, shall constitute a material breach of contract, and shall enable the City to cause this contract to terminate at the City's option and discretion for protection of the public health, safety, and welfare. Further, due to the public health and safety implications of this contract dealing with matters exigent to sanitation, the City may also deem a material breach of contract to occur because of CONSULTANT's failure to perform or cure within 10 days from date of notice demand to CONSULTANT where and when any exigent health or sanitation condition or risk is deemed by the City to exist or is so deemed by the Director or his designee of either the Solid Waste Management or Aviation Department.

B. CERTIFICATIONS

CONSULTANT warrants and certifies that CONSULTANT and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all authoritative bodies applicable to the services provided herein.

IV. PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at the Solid Waste Management Administration Offices at 1940 Grandstand, San Antonio, Texas 78238 on Wednesday, May 27, 2009 at 10:00 AM Central Time. CONSULTANTS are encouraged to prepare and submit their questions in writing five (5) calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted on the City's website at <http://epay.sanantonio.gov/RFPListings/>. Attendance at the Pre-Submittal Conference is optional.

This meeting place is accessible to disabled persons. The Solid Waste Management Administration Offices at 1940 Grandstand, San Antonio, Texas 78238 are wheelchair accessible. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

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

V. PROPOSAL REQUIREMENTS

CONSULTANT's Proposal shall include the following items in the following sequence:

- A. INTEREST STATEMENT: Complete and submit RFQ Attachment A, Interest Statement.
- B. CONSULTANT QUALIFICATION GENERAL QUESTIONNAIRE: Complete and submit RFQ Attachment B, Consultant Qualification General Questionnaire.
- C. DISCRETIONARY CONTRACTS DISCLOSURE: Complete, sign and submit RFQ Attachment C, Discretionary Contracts Disclosure Form.
- D. LITIGATION DISCLOSURE: Complete and submit RFQ Attachment D, Litigation Disclosure Form. If CONSULTANT is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form with the proposal.

- E. **SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY PROGRAM FORM:** Complete, sign and submit the Good Faith Effort Plan contained in RFQ Attachment E.
- F. **FINANCIAL INFORMATION:** Submit copies of CONSULTANT’s two (2) most recent annual financial statements, prepared in accordance with Generally Accepted Accounting principles, audited by an independent Certified Public Accountant.
- G. **PROOF OF INSURABILITY:** Submit a letter from insurance provider stating provider’s commitment to insure the CONSULTANT for the types of coverages and at the levels specified in this RFQ if awarded a contract in response to this RFQ. CONSULTANT shall also submit a copy of their current insurance certificate.
- H. **SIGNATURE PAGE:** Complete, sign and submit RFQ Attachment H, Signature Page. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal.
- I. **PROPOSAL CHECKLIST:** Complete and submit RFQ Attachment I, Proposal Checklist.

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

VI. AMENDMENTS TO RFQ

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

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

VII. SUBMISSION OF PROPOSALS

A. **Delivery Instructions.** CONSULTANT shall submit: one (1) original Proposal signed in ink; thirteen (13) paper copies of the Proposal; and one (1) electronic copy of the Proposal (in Adobe PDF format) on a compact disk, in a sealed package, clearly marked on the front of the package: “Landfill Compliance, Environmental Remediation, and Consulting 2009”. All

Proposals must be received on the City Clerk's Office no later than **2:00 P.M., Central Time, Tuesday, June 16, 2009** at the address below. Proposals presented prior to the above time and date may be modified, provided such modifications are sealed and received by the City Clerk's Office prior to the time and date set for submissions. Any Proposal or modification received after this time shall not be considered. The Proposals shall be addressed to the following:

Mailing Address

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

Physical Address

City Clerk's Office, Attn: Solid Waste Management Department
100 Military Plaza
2nd Floor, City Hall
San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

B. Proposal Format. Each Proposal shall be typewritten and submitted on 8 ½" x 11" white paper inside a three ring binder. The use of recycled paper is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed two-sided. All pages shall be numbered, and 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; compact disks and/or computer disks submitted as part of the Proposal shall not be considered, other than the CD specified above. Each Proposal must include the sections and attachments in the sequence listed in the Proposal Requirements Section V, and each section and attachment must be indexed and divided by tables and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the Proposal.

C. Correct Legal Name/Voidable Contract. CONSULTANTS who submit responses to this RFQ 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 CONSULTANTS and limited liability company CONSULTANTS shall include the 11-digit Comptroller's Taxpayer Number on the signature page of the Proposal.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the signature page of its Proposal, the Director of Solid Waste Management Department, or the Director of Aviation Department, shall have the discretion, at any point in the contracting process, to suspend consideration of the Proposal, or to suspend or terminate

performance, without liability to the City. Integrity of the contracting process depends upon disclosure of correct legal names. A CONSULTANT, who has entered into an agreement under a name other than his / her / its legally correct title, jeopardizes insurance and other commitments underlying the contract.

D. **Proposals Good for 90 Days.** All provisions in CONSULTANT's Proposal shall remain valid for ninety (90) days following the deadline date for submissions or, if a Proposal is accepted, throughout the entire term of the contract.

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

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

VIII. RESTRICTIONS ON COMMUNICATION

A. CONSULTANTS are prohibited from communicating with elected City officials and their staff regarding the RFQ or Proposals from the time the RFQ has been released until the contract is posted as a City Council agenda item. CONSULTANTS are prohibited from communicating with City employees from the time the RFQ 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 RFQ and/or Proposal submitted by CONSULTANTS. Violation of this provision by CONSULTANT and/or its agent may lead to disqualification of CONSULTANT's proposal from consideration. Exceptions to the restrictions on communication with City employees include:

1. CONSULTANTS may ask verbal questions concerning this RFQ at the Pre-Submittal Conference.
2. CONSULTANTS may submit written questions concerning this RFQ to the Staff Contact Person listed in the address below until 4:30 PM, Central Time, on Tuesday, June 2, 2009. 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:

Grace Solis, Contract Coordinator
City of San Antonio, Solid Waste Management
Grace.Solis@sanantonio.gov or to fax# 210-207-6411

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

Grace Solis, Contract Coordinator
City of San Antonio, Solid Waste Management
1940 Grandstand
San Antonio, TX 78238

3. CONSULTANTS and/or their agents are encouraged to contact the Small Business Outreach Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy Program policy and/or completion of the Good Faith Effort Plan form. The point of contact is Ms. Melissa Aguillon. Ms. Aguillon may be reached by telephone at (210) 207-3900 or by e-mail at Melissa.Aguillon@sanantonio.gov. Contacting her or her office regarding this RFQ after the proposal due date is not permitted.
 4. CONSULTANTS may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, CONSULTANTS shall not bring lobbyists. The City reserves the right to exclude any persons from such selection committee meetings as it deems in its best interests.
- B. City reserves the right to contact any CONSULTANT to negotiate if such is deemed desirable by City.
- C. City Code Article VII, Section 2-309 provides that any person acting as a legal signatory for a proposed contractual relationship that applies for a "high profile" discretionary contract, as defined by the City of San Antonio Contracting Policy and Process Manual, may not make a political contribution to any councilmember or candidate at any time from the time the person submits the response to the Request for Proposal (RFP) or Request for Qualifications (RFQ) until 30 calendar days following the contract award. Any legal signatory for a proposed high-profile contract must be identified within the response to this RFP or RFQ, if the identity of the signatory will be different from the individual submitting the response.

If the legal signatory entering into the contract has made such a contribution, the City may not award the contract to that contributor or to that contributor's business entity. Any contract awarded in violation of this provision shall be voidable at the discretion of the City Council.

The City has identified this solicitation as "high profile".

IX. EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFQ. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFQ. Criteria to be evaluated may include the items listed below. The selection committee(s) may select all, some or none of the CONSULTANTS for interviews. If the City elects to conduct interviews, CONSULTANTS may be interviewed and re-scored based upon this same criteria, or

other criteria to be determined by the selection committee. The City may also request additional information from CONSULTANTS at any time prior to final approval of a selected CONSULTANT. The City reserves the right to select one, or more, or none of the CONSULTANTS to provide services. Final approval of a selected CONSULTANT is subject to the action of the City of San Antonio City Council.

Evaluation criteria:

- A. Experience, Background, Qualifications (60 %)
- B. Proposed Plan (20%)
- C. SBEDA (20 %)

Small Business Economic Development Advocacy Program (SBEDA) (20%):

1. A maximum of ten percentage (10) points for Local Business Enterprises (LBEs).

Prime contractors who have a local branch office will receive six percent (6%) of the selection points.

Non-local prime contractors can receive points for subcontracting with local businesses proportional to the amount of work performed by those local subcontractors (i.e. – 50% to local = 5 points).
2. A maximum of five percentage (5%) points for companies designated as Historically Underutilized Enterprises (HUEs).

Prime contractors who subcontract with HUEs can receive points proportional to amount of work performed by those HUEs (i.e. – 50% to HUEs = 2.5 points).

S/MBEs and/or SWBEs must be certified by the South Central Texas Regional Certification Agency, the City’s certifying agency, or approved by the Director of Economic Development or designee to be considered HUEs.
3. A maximum of five percentage (5%) points for Prime Contractor compliance with the SBEDA Program policy:
 - a. One percent (1%) for submission/approval of the Good Faith Effort Plan.
 - b. One percent (1%) for meeting/exceeding the MBE goal.
 - c. One percent (1%) for meeting/exceeding the WBE goal.
 - d. One percent (1%) for meeting/exceeding the AABE goal.
 - e. One percent (1%) for meeting/exceeding the SBE goal.

X. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

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

- B. The Contract, if awarded, will be awarded to the CONSULTANT(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.
- C. City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFQ on the part of City. However, final selection of a CONSULTANT is subject to City Council approval.
- D. City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFQ, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFQ, and reissue a subsequent solicitation, and/or remedy technical errors in the RFQ process.
- E. City will require the selected CONSULTANT(s) to execute a contract with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and CONSULTANT provides the necessary evidence of insurance as required in this RFQ and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected CONSULTANT and commence negotiations with another CONSULTANT.
- F. This RFQ does not commit City to enter into a Contract, award any services related to this RFQ, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- G. If selected, CONSULTANT will be required to comply with the Insurance and Indemnification Requirements established herein.
- H. The successful CONSULTANT must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City. Execution of a contract does not obligate the City to engage any delivery orders, Purchase Orders, or other commitments for services. Service delivery shall be at the City's discretion, as needed, and will be communicated to the CONSULTANT through individual Purchase Orders.
- I. Conflicts of Interest. CONSULTANT acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) 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.

CONSULTANT is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City's Ethics Code. (Discretionary Contracts Disclosure – RFQ Attachment C)

- J. Independent Contractor. CONSULTANT agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for CONSULTANT's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.
- K. 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 the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. CONSULTANT should consult its own legal advisor for answers to questions regarding the statute or form.

XI. PERFORMANCE BOND

If selected, CONSULTANT shall provide a performance bond, in a form acceptable to the City, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of the contract price. Said performance bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. The performance bond must clearly and prominently display on the bond or on an attachment to the bond: (1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or (2) the toll-free telephone number maintained by the Texas Department of Insurance under §521.051, Texas Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

XII. SCHEDULE OF EVENTS

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

RFQ Issue Date	May 17, 2009
Pre-Submittal Conference	May 27, 2009 @ 10:00 AM Central Time
Final Questions Accepted	June 2, 2009 @ 4:30 PM Central Time
Proposals Due	June 16, 2009 @ 2:00 PM Central Time

RFQ ATTACHMENT A
INTEREST STATEMENT

INTEREST STATEMENT

Part A – Background, Experience, Qualifications:

Qualifications:

1. List qualifications of key personnel to be assigned to this project, including but not limited to education, training, registrations, certifications and licenses.
2. Describe CONSULTANT's resources, including total number of employees (professional, technicians, administrative), number and location of offices, number and types of equipment to support this project. Describe any special equipment or facilities available to perform the requested work. Identify any tasks outlined in the RFQ that would be subcontracted.

Personnel Qualifications:

1. Provide an organization chart for key personnel, and subcontractors, if necessary.
2. Provide the following information for **key personnel** to be assigned to this project:
 - a) Total years experience in landfill compliance, environmental remediation and/or environmental construction
 - b) Number of years experience working for CONSULTANT.
 - c) Relevant experience with projects of similar size and scope (public entities, environmental remediation and/or environmental construction services).
 - d) Provide resumes for key personnel to be involved in this project.
 - e) Primary work assignment for the projects outlined in this RFQ.

Consultant Firm's Experience:

Provide the following information for **CONSULTANT** and **SUB-CONSULTANTS**. If CONSULTANT is submitting as a team or joint venture, provide the same information for each member of the team or joint venture.

- a) Number of years experience providing environmental consulting services related to the services outlined in the scope of services.
- b) Specific experience with public entity clients, especially large municipalities. If CONSULTANT has provided services to the City in the past, identify the name of the project and the department for which services were provided.
- c) Describe, using examples, the firm's overall knowledge depth and resources to complete the work assigned in this contract.

Similar Project Experience:

1. Relevant experience with projects of similar size and scope performed over the past five (5) years. For each project listed, include scope of services performed, dollar value, date services provided, Point of contact, title, address, telephone number, fax number, email address of each client or client's representative.

2. CONSULTANT's Availability: Identify any concurrent or near future commitment that would impede the firm's ability to perform this contract. Give an estimated timeline to mobilize for projects indicated in this contract. List key personnel on concurrent projects and percentage of time allocated to those concurrent projects.

Previous Project Performance:

1. Provide evidence of satisfactory performance on past projects:
 - a. List projects completed on-time and within budget over the past four (4) years
 - b. Provide copies of outstanding service letters, letters of commendation, service awards, etc.
2. If CONSULTANT has ever had a contract terminated due to alleged unsatisfactory performance, state when, where, why the contract was terminated, the client's name, and the contact person's phone number, fax number and email address.
3. Provide three (3) recent references who may be contacted concerning CONSULTANT's performance of similar services. For each reference, provide a current phone number and e-mail address. References may not be City Solid Waste Management Department or Aviation Department employees.

Reference No. 1:

Firm/Company Name: _____
Contact Name: _____ Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No. _____ Fax No: _____
Email: _____

Reference No. 2:

Firm/Company Name: _____
Contact Name: _____ Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No. _____ Fax No: _____
Email: _____

Reference No. 3:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email _____

5. If CONSULTANT has had experience working as a member of a joint venture or team, describe that experience, including the type of project for which the joint venture or team was formed.
6. If submitting as a team or joint venture, list any projects which reflect the cooperative efforts of the proposed team.

Part B - Proposed Plan:

1. Quality Plan - Describe CONSULTANT's policies, procedures and plans to ensure quality services (continuing education, on-going training, internal quality assurance practices, etc.)
2. Operating Plan – Describe the CONSULTANT's approach to developing the tasks and deliverables for obtaining environmental closure of a permitted landfill/contaminated site.

ATTACHMENT B

CONSULTANT QUALIFICATION GENERAL QUESTIONNAIRE

**CONSULTANT QUALIFICATIONS
GENERAL QUESTIONNAIRE**

1. CONSULTANT Information: Provide the following information regarding the CONSULTANT.

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

CONSULTANT Name: _____

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____

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

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

- Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____
- Partnership
- Corporation If checked, check one: For-Profit Nonprofit
Also, check one: Domestic Foreign
- Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

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

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its Proposal?

Yes ___ No ___

3. Is your Company authorized and/or licensed to do business in Texas?

Yes ___ No ___

4. Where is the Company's corporate headquarters located? _____

5. a. Does the Company have an office located in San Antonio, Texas?

Yes ___ No ___

b. If the answer to the previous question is "yes", how long has the Company conducted business from its San Antonio office?

_____ (years) _____(months)

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

6. a. If the Company does not have a San Antonio office, does the Company have an office located in Bexar County, Texas?

Yes _____ No _____

b. If the answer to the previous question is yes, how long has the Company conducted business from its Bexar County office?

_____ (years) _____(months)

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

7. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes _____ No _____

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

8. Indicate person whom the City may contact concerning your Proposal or setting dates for meetings.

Name: _____
Address: _____
Telephone: _____
Fax: _____
Email: _____

9. Surety Information

Have you or the Company ever had a bond or surety instrument “called,” canceled, or forfeited?

Yes () No ().

If yes, state the name of the bonding company, date, amount of bond and reason for such bond being “called,” or its cancellation or forfeiture. _____

10. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes () No ()

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

11. Provide any other names under which your business has operated within the last 10 years.

RFQ ATTACHMENT C

DISCRETIONARY CONTRACTS DISCLOSURE FORM

City of San Antonio Discretionary Contracts Disclosure

*For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.*

(1) Identify any individual or business entity¹ that is a party to the discretionary contract: Note: At a minimum, the CONSULTANT's name should be listed.
(2) Identify any individual or business entity which is a partner, parent or subsidiary business entity, of any individual or business entity identified above in Box (1):
<input type="checkbox"/> No partner, parent or subsidiary; or List partner, parent or subsidiary of each party to the contract and identify the corresponding party:
(3) Identify any individual or business entity that would be a subcontractor on the discretionary contract.
<input type="checkbox"/> No subcontractor(s); or List subcontractors:
(4) Identify any lobbyist or public relations firm employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.
<input type="checkbox"/> No lobbyist or public relations firm employed; or List lobbyists or public relations firms:

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

<p>(5) Political Contributions List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made to any <i>current</i> or <i>former member</i> of City Council, any <i>candidate</i> for City Council, or to any <i>political action committee</i> that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):</p>			
<p><input type="checkbox"/> No contributions made; If contributions made, list below:</p>			
By Whom Made:	To Whom Made:	Amount:	Date of Contribution:
<p>(6) Disclosures in Proposals Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate <u>Section 2-43 of the City Code (Ethics Code)</u>, (“conflicts of interest”) by participating in official action relating to the discretionary contract.</p>			
<p><input type="checkbox"/> Party not aware of facts which would raise a “conflicts-of-interest” issue under Section 2-43 of the City Code; or</p> <p>Party aware of the following facts:</p> 			
<p><i>This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.</i></p>			
Signature:	Title: Company or D/B/A:	Date:	

² For purposes of this rule, facts are “reasonably understood” to “raise a question” about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

RFQ ATTACHMENT D
LITIGATION DISCLOSURE FORM

LITIGATION DISCLOSURE

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

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

Yes No

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

Yes No

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

Yes No

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

RFQ ATTACHMENT E

**SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY PROGRAM
POLICY AND GOOD FAITH EFFORT PLAN FORM**

SMALL BUSINESS PROGRAM

1. **Small Business Participation**

Pursuant to Ordinance No. 2007-04-12-0396, it is the policy of the City of San Antonio to involve Small, Minority, Women and African-American Owned Business Enterprises (S/M/W/AABE) to the greatest extent feasible in the City's discretionary contracts. The intent and purpose of the policy is to ensure that S/M/W/AABE firms have the opportunity to compete for City contracts without discrimination on the basis of race, color, religion, national origin, age, sex or handicap. To accomplish the objectives of the Small Business policy, the City has established specific goals for local S/M/W/AABE participation in this contract.

2. **DEFINITIONS** related to the Small Business Program Provisions:

- a. **Small Business Program:** the Small Business Economic Development Advocacy ("SBEDA") Program governed by this ordinance and managed by the SMALL BUSINESS Program Office.
- b. **Small Business Enterprises (SBE):** a corporation, partnership, sole proprietorship or other legal entity, for the purpose of making a profit, which is independently owned and operated and which meets the U.S. Small Business Administration (SBA) size standard for a small business. All firms meeting these thresholds will be considered an SBE.
- c. **Local Business Enterprise (LBE):** a corporation, partnership, sole proprietorship, or other legal entity which is headquartered within Bexar County for at least one year. For a branch office of a non-headquartered business to qualify as an LBE, the branch office must be located in Bexar County for at least one-year and employ a minimum of ten (10) residents of Bexar County for use at the local branch office.
- d. **Minority Business Enterprise (MBE):** a sole proprietorship, partnership, or corporation owned, operated, and controlled by a minority group member(s) who has at least 51% ownership. Minority group member(s) include African-Americans; Hispanic Americans; Asian-Pacific Americans; Asian-Indian Americans; American Indians; and Disabled Individuals. The minority group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an MBE, the enterprise shall be headquartered in Bexar County or the San Antonio Metropolitan Statistical Area (the SAMSA) for any length of time, or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the MBE's category of contracting for at least one year.
- e. **Woman Business Enterprise (WBE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by women who have at least 51% ownership. The woman or women must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as a WBE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits or receives bids on or proposals for, City contracts within the WBE's category of contracting for at least one year.

- f. **African-American Business Enterprise (AABE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by an African-American group member(s) who has at least 51% ownership. The African American Group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an AABE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the AABE's category of contracting for at least on year.

3. **Goals for Small Business Participation**

The goals for the utilization and participation of SBE-MBE-WBE-AABE businesses on this contract are as follows:

MBE	31%
WBE	10%
AABE	2.2%
SBE	50%

Please note that a small business could be classified in multiple categories and thus their utilization could in theory be counted in each category of goals. For example, **Prime Contractor X** submits a proposal, which specifies that they intend to subcontract with Subcontractor A for 10% of the contract. Subcontractor A is certified by the City as an SBE and MBE (a male-owned Hispanic Business owner can be certified as an SBE and MBE). **Prime Contractor X** also intends to subcontract with Subcontractor B for 13% of the contract. Subcontractor B is certified by the City as SBE, MBE and a WBE (a female-owned Hispanic Business owner can be certified as SBE, MBE and WBE). In addition, **Prime Contractor X** also intends to subcontract 10% of the contract to Subcontractor C—a City certified SBE, MBE and AABE (a male-owned African-American business owner can be certified as both a MBE and as an AABE Business). **Prime Contractor X** is also classified as a local SBE. **Prime Contractor X's** compliance with the Small Business goals under this scenario would be as follows:

	City's Small Business Goals	Prime Contractor X's Compliance
MBE	31%	33%
WBE	10%	13%
AABE	2.2%	10%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

Another example regarding compliance with the policy is as follows: **Prime Contractor Y** submits a proposal, which specifies that they intend to partner through a joint-venture agreement with Company D. Company D is certified by the City as both an SBE and MBE (a male-owned Hispanic Business—certified as an SBE and MBE). As part of their joint-venture agreement, Company D will perform on 32.5% of the contract. **Prime Contractor Y** also intends to subcontract 13% of the contract with Subcontractor F. Subcontractor F is a City certified SBE/MBE/WBE and AABE business. **Prime Contractor Y** is also classified as

a local SBE. **Prime Contractor Y** compliance with the Small Business goals would be as follows:

	City's Small Business Goals	Prime Contractor Y's Compliance
MBE	31%	45.5%
WBE	10%	13%
AABE	2.2%	13%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

4. Good Faith Effort Required

Proposals shall include a Good Faith Effort Plan (GFEP—ATTACHED). The GFEP shall include specific documentation to utilize local, small, MBE-WBE-AABE businesses in a percentage, which equals or exceeds the above goals. **Any proposal that does not include the GFEP form shall be declared non-responsive, and excluded from consideration.**

5. MBE-WBE-AABE Certification Required

Only companies certified as MBE, WBE, or AABE through the South Central Texas Regional Certification Agency (SCTRCA), or as approved by the City of San Antonio Director of Economic Development, can be applied towards the contracting goals. Proof of certification must be submitted.

6. Small Business Program Information

Interested contractors/proposers are encouraged to contact the Small Business Outreach Office for information regarding the City's Small Business Program Policy in accordance with the City's Communication Policy outlined in the solicitation document. Please call (210) 207-3900 or FAX: (210) 207-3909.

GOOD FAITH EFFORT PLAN

(Page 1 of 4)

NAME OF PROJECT: _____

BIDDER/PROPOSER INFORMATION:

Name of Bidder/Proposer: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ E-mail Address: _____

Is your firm certified? ___ Yes ___ No (If yes, please submit Certification Certificate.)

- List all subcontractors/suppliers that will be used for this contract. (Indicate all MBEs-WBEs-AABEs-SBEs. Use additional sheets as needed.)

NAME AND ADDRESS OF SUBCONTRACTOR'S/SUPPLIER'S COMPANY	CONTRACT AMOUNT	% LEVEL OF PARTICIPATION	MBE-WBE-AABE-SBE CERTIFICATION NUMBER

Only companies certified as an MBE, WBE, AABE or SBE by the City of San Antonio or its certifying organization can be applied toward the contracting goals. All MBE-WBE-AABE-SBE subcontractors or suppliers must submit a copy of their certification certificate through the Prime Contractor. Proof of certification must be attached to this form. If a business is not certified, please call the Small Business Program Office at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.

GOOD FAITH EFFORT PLAN
(Page 2 of 4)

It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of Economic Development and Director of the appropriate contracting department (through the submittal of the Request for Approval of Change to Original Affirmed Good Faith Effort Plan).

NOTE: If MBE-WBE-AABE-SBE contracting goals were met, skip to #9.

2. If MBE-WBE-AABE-SBE contracting goals were not achieved in a percentage that equals or exceeds the City's goals, please give explanation.

3. List all MBE-WBE-AABE-SBE Listings or Directories utilized to solicit participation.

4. List all contractor associations and other associations solicited for MBE-WBE-AABE-SBE referrals.

5. Discuss all efforts aimed at utilizing MBE-WBE-AABE-SBEs.

6. Indicate advertisement mediums used for soliciting bids from MBE-WBE-AABE-SBEs.

GOOD FAITH EFFORT PLAN
(Page 3 of 4)

7. List all MBE-WBE-AABE-SBE bids received but rejected. (Use additional sheets as needed.)

COMPANY NAME	MBE-WBE-AABE-SBE CERTIFICATION NUMBER	REASON FOR REJECTION

8. Please attach a copy of your company's MBE-WBE-AABE-SBE policy.

9. Name and phone number of person appointed to coordinate and administer the Good Faith Efforts of your company on this project.

10. This Good Faith Effort Plan is subject to the Economic Development Department's approval.

GOOD FAITH EFFORT PLAN
(Page 4 of 4)

GOOD FAITH EFFORT PLAN AFFIRMATION

I HEREBY AFFIRM THAT THE INFORMATION PROVIDED IN THIS GOOD FAITH EFFORT PLAN IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

SIGNATURE OF AUTHORIZED OFFICIAL

TITLE OF OFFICIAL

DATE PHONE

FOR CITY USE

Plan Reviewed By: _____

Recommendation: Approval _____ Denial _____

Action Taken: Approved _____ Denied _____

DIRECTOR OF ECONOMIC DEVELOPMENT

RFQ ATTACHMENT F
INSURANCE REQUIREMENTS

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

INSURANCE

- A) Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City’s Solid Waste Management Department, which shall be clearly labeled “Stand-By Services Agreement – Landfill Compliance, Environmental Remediation, and Consulting 2009” in the Description of Operations block of the Certificate. Should CONSULTANT be selected to provide services to the Aviation Department, the Consultant shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City’s Aviation Department, which shall be clearly labeled “Stand-By Services Agreement – Landfill Compliance, Environmental Remediation and Consulting 2009” in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent’s original signature, including the signer’s company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City’s Solid Waste Management or Aviation Department. No officer or employee, other than the City’s Risk Manager, shall have authority to waive this requirement.
- B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City’s Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.
- C) A Consultant’s financial integrity is of interest to the City; therefore, subject to Consultant’s right to maintain reasonable deductibles in such amounts as are approved by the City, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Consultant’s sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Broad Form Commercial General Liability Insurance to include coverage for	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence;

the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	\$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined <u>S</u> ingle <u>L</u> imit for <u>B</u> odily <u>I</u> njury and <u>P</u> roperty <u>D</u> amage of \$1,000,000 per occurrence
4. Professional Liability (Claims Made Form)	\$1,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission in professional services.

D) Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers’ compensation and professional liability policies;
- Provide for an endorsement that the “other insurance” clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers’ compensation and employers’ liability policies will provide a waiver of subrogation in favor of the City.
- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

F) In addition to any other remedies the City may have upon Consultant’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein

required, the City shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

- G) Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of the work covered under this Agreement.
- H) It is agreed that Consultant's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- I) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.
- J) Consultant and any Subcontractors are responsible for all damage to their own equipment and/or property.

RFQ ATTACHMENT G

INDEMNIFICATION REQUIREMENTS

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

INDEMNIFICATION

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

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

RFQ ATTACHMENT H

SIGNATURE PAGE

SIGNATURE PAGE

The undersigned certifies that (s)he is authorized to submit this Proposal on behalf of the entity named below:

CONSULTANT Entity Name

Signature: _____

Printed Name: _____

Title: _____

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

Co-CONSULTANT Entity Name

Signature: _____

Printed Name: _____

Title: _____

By signature(s) above, CONSULTANT(s) agrees to the following:

1. If CONSULTANT is a corporation, CONSULTANT will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.
2. If awarded a contract in response to this RFQ, CONSULTANT will be able and willing to execute a contract with the understanding that the scope and compensation provisions will be negotiated and included in the final document.
3. If awarded a contract in response to this RFQ, CONSULTANT will be able and willing to comply with the insurance and indemnification requirements set out in RFQ Attachments F & G.
4. If awarded a contract in response to this RFQ, CONSULTANT will be able and willing to comply with all representations made by CONSULTANT in CONSULTANT's Proposal and during Proposal process.
5. CONSULTANT has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.
6. CONSULTANT agrees to fully and truthfully submit a CONSULTANT Questionnaire and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.
7. To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

RFQ ATTACHMENT I
PROPOSAL CHECKLIST

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and that they are properly tabbed and appear in the correct order.

Tab in Proposal	Document	Initial to Indicate Document is Attached to Proposal
	Table of Contents	
A	Interest Statement (RFQ Attachment A)	
B	Consultant Qualifications General Questionnaire (RFQ Attachment B)	
C	* Discretionary Contracts Disclosure (RFQ Attachment C)	
D	Litigation Disclosure (RFQ Attachment D)	
E	* Good Faith Effort Plan (RFQ Attachment E) (and associated Certificates, if applicable)	
F	Financial Information	
G	Proof of Insurability <ul style="list-style-type: none"> • Insurance Provider’s Letter • Copy of Current Certificate of Insurance 	
H	* Signature Page (RFQ Attachment H)	
I	Proposal Checklist (RFQ Attachment I)	
	One (1) Original, thirteen (13) Copies, and One (1) CD of entire Proposal in PDF format.	

***Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.**



CITY OF SAN ANTONIO

P.O. Box 839966
SAN ANTONIO, TEXAS 78283-3966

ADDENDUM I

SUBJECT: Stand-By Professional Services Agreement for Landfill Compliance, Environmental Remediation, and Consulting 2009 Request for Qualification, scheduled to open June 16, 2009, date of issue May 17, 2009.

DATE: June 2, 2009

THE ABOVE MENTIONED REQUEST FOR PROPOSAL IS HEREBY AMENDED AS FOLLOWS:

1. Page 15, Section XI, Performance Bond, **Change Paragraph to Read:** If selected, CONSULTANT shall provide a performance bond, in a form acceptable to the City, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of **\$50,000**. Said performance bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. The performance bond must clearly and prominently display on the bond or on an attachment to the bond: (1) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or (2) the toll-free telephone number maintained by the Texas Department of Insurance under §521.051, Texas Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.
2. Page 15, Section XI, Performance Bond, **Add** the following paragraph: The Respondent shall provide an original letter executed by a corporate surety, who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570), indicating the Respondents ability to obtain a performance bond in the amount of \$50,000.00. The original letter shall be submitted with Respondents proposal as RFQ Attachment J.

PRE-SUBMITTAL CONFERENCE QUESTIONS AND RESPONSES

On May 27, 2009, the City of San Antonio hosted a Pre-Submittal Conference to provide information and clarification for the Stand-By Professional Services Agreement for Landfill Compliance, Environmental Remediation, and Consulting 2009 Request for Qualification for the City of San Antonio. Below are a list of questions that were asked during the conference, and the Small Business Economic Development Advocacy (SBEDA) presentation. The City's official response to questions asked is as follows:

Question 1: How is the percentage level of participation in the handout (Small Business Program) determined?
Response: Small Business Economic Development Advocacy (SBEDA) contracting goals are based on the availability of businesses for specific projects and specific ethnic groups, as deemed appropriate, in order to meet the City-wide contracting goals established by the City Council. More information

regarding the percentage level of participation can be found in the SBEDA Ordinance (2007-04-12-0396).

Question 2: Will you accept other certifications such as North Central Texas Regional Certification Agency, (NCTRCA)?

Response: No. COSA accepts bids and proposals from all firms that are ready, willing, and able to do business with the city. However, to be counted towards COSA's SBEDA utilization goals, a firm must be appropriately certified by the South Central Texas Regional Certification Agency (SCTRCA).

Question 3: Will the pre-submittal attendance list be available on the City of San Antonio Website?

Response: No Potential Respondents may contact Grace Solis, Contract Coordinator for a copy of the pre-submittal attendance list. Refer to RFQ, Section VIII, Restrictions on Communication, for contact information.

Question 4: How much will the performance bond be?

Response: The selected contractor(s) are required to obtain a performance bond in the amount of \$50,000.00, in accordance with RFQ Section XI, Performance Bond, prior to any work being performed.

Question 5: Will the City require a letter saying the company will be able to be bonded?

Response: Yes. The Consultant is required to submit a letter from a bonding company indicating the Consultant's ability to obtain a performance bond in the amount of \$50,000.00. Should the Consultant be selected, the performance bond is required to be obtained by the City prior to any work being performed.

Question 6: Is there a reason the attendee list will not be posted?

Response: Potential Respondents may contact Grace Solis, Contract Coordinator for a copy of the pre-submittal attendance list. Refer to RFQ, Section VIII, Restrictions on Communication, for contact information.

Question 7: Can we look at the attendee list on the way out?

Response: Yes

Question 8: Is there an alternate method to providing a company's financial soundness other than an independent CPA Firm?

Response: No, as indicated in the RFQ Section V - Proposal Requirements - Respondents shall submit copies of Consultant's two (2) most recent annual financial statements, prepared in accordance with Generally Accepted Accounting principles, audited by an independent Certified Public Accountant.

Question 9: Are financial statements required from sub-contractors also or just the firms submitting for the RFQ?

Response: The financial statements of the sub-contractors are not required as it is the responsibility of the Prime Consultant to insure their sub-contractors can perform the required duties. If the Potential Respondent is a team comprising of more than one consultant, then financial statements are required of all consultants comprising the team.

Question 10: Are you going to provide a clear scope of services for the Aviation Department?

Response: No. Aviation is interested in all scopes of services indicated in the RFQ.

Question 11: Clarify multiple contracts?

Response: City reserves the right to award one (1), more than one (1) or no contracts in response to this RFQ.

Question 12: If there is equipment that fails does the contractor replace equipment or does the City use its own contracts?

Response: It is the responsibility of the contractor to purchase parts and make repairs to equipment as necessary.

Question 13: Does the City have annual contracts with electrical firms in place already?

Response: The City has in-house electrical service providers but they may not be capable of performing certain jobs, therefore we will rely on the contractors.

Question 14: Can you add a subcontractor after the contract has been awarded if something unexpected occurs?

Response: Yes. A prime contractor must correctly fill out Form 053 "Change to Original Affirmed List of Subcontractors/Suppliers" (Change of Sub) if any subcontractors are to be added or removed from the project after it has been awarded. If approved, this Change of Sub form will be attached to the contract for the project and can also be found as Attachment B-3 to the SBEDA ordinance (2007-04-12-0396).

Question 15: Reference to Scope of Services, Item 12, How do we show engineering services capabilities such as providing actual cap design?

Response: This can be shown through the personnel qualifications and company profile as indicated in the Interest Statement, RFQ Attachment A.

Question 16: What is the contract amount? What was the previous contract amount?

Response: While it is anticipated that the contract amount will be \$350,000.00 per contract per year, the City will not guarantee that all will be awarded. The actual amount of work will be based on City requirements and may be less annually than the amount stated above. The previous contract amount was for \$350,000.00 annually.

Question 17: Was the previous contract based on time and material or unit price?

Response: It was based on time and material.

Question 18: Do you need to put the dollar amount or can we use a percentage only on the Good Faith Effort Plan?

Response: The City of San Antonio requests that both the dollar amount AND the percentage of contract participation be listed in the Good Faith Effort plan.

Question 19: Can the Prime take credit for any SBEDA type points, if they qualify?

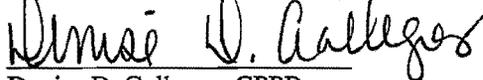
Response: If a Prime contractor is certified by the SCTRCA, the percentage of their contract participation will count towards any appropriate SBEDA utilization goals.

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION IV, PRE-SUBMITTAL CONFERENCE:

Question 1: We are an environmental consulting firm, but we only perform the asbestos consulting part of this RFQ. Can we bid on just that portion of the solicitation?

Response: Anyone can submit to the RFQ. However, the evaluation will be based on qualifications for all stated services. A suggestion may be to team up with someone else.

****THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE PROPOSAL PACKAGE****



Denise D. Gallegos, CPPB
Purchasing & Contracts Administrator
Purchasing & General Services Department

Date _____

Company Name _____

Address _____

City/State/Zip-Code _____

Signature



CITY OF SAN ANTONIO

P.O. Box 839966
SAN ANTONIO, TEXAS 78283-3966

ADDENDUM II

SUBJECT: Stand-By Professional Services Agreement for Landfill Compliance, Environmental Remediation, and Consulting 2009 Request for Qualification, scheduled to open June 16, 2009, date of issue May 17, 2009.

DATE: June 9, 2009

THE ABOVE MENTIONED REQUEST FOR QUALIFICATION IS HEREBY AMENDED AS FOLLOWS:

1. Page 6, Section II, Scope of Services, Asbestos Consulting, Add Item: 3. The selected Respondent shall prepare a one page Scope of Work Addendum for the City of San Antonio's General Asbestos Abatement Specifications Manual unique to each Asbestos Consulting project authorized by the City.

QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION VIII, RESTRICTIONS ON COMMUNICATION:

Question 1: Can we receive a list of attendees?

Response: Potential Respondents may contact Grace Solis, Contract Coordinator for a copy of the pre-submittal attendance list. Refer to RFQ, Section VIII, Restrictions on Communication, for contact information.

Question 2: Who the current incumbent is for this contract?

Response: Harnett Engineered Solutions is the current consultant for this contract.

Question 3: Is it acceptable to submit a Qualifications Package as a Prime and also appear as a subcontractor on other Qualifications Packages submitted?

Response: Yes.

Question 4: Can you provide the estimated percentage of work associated with each of the 16 individual scope items listed on page 4 and the additional scope items listed on pages 5 and 6 of the RFQ, in order for the submitters to identify the % of work anticipated to be performed by each SBEDA subcontractor included in the Qualifications package?

Response: Solid Waste Management Department anticipates 70% Landfill Compliance projects and 30% Environmental Remediation and Consulting as indicated on page 4. The anticipated scope of work under Landfill Compliance that comprises the 70% is allocated as follows:
Item # 1 – 20%
Item #2 – 30%
Item #5, #12, #13, #14 – 5% each
Item # 9 – 20%

Item #3, #4, #11 – less than 10% total

The anticipated scope of work under Environmental Remediation that comprises the 30% is allocated as follows:

Item #7 and Phase I ESA's – 10%

Phase II ESA's – 30%

Item #3 & #10 and Phase III ESA's – 10%

Asbestos – 40%

SPCC – 5%

LPST – 5%

Item # 16 includes both the landfill compliance and environmental remediation components as work is being requested.

Aviation Department anticipates the work will be allocated to Environmental Remediation and Consulting Services with the following estimate of allocations. Actual allocations will be dependent upon City requirements.

Phase I ESA's – 5%

Phase II ESA's – 40%

Phase III ESA's – 25%

SPCC – 5%

Asbestos – 25%

Question 5: What are the names, addresses, and contacts of all current incumbents and/or previous consultants or contractors within the past (3) three years for existing projects related to this RFQ?

Response: The current consultant for this contract is Harnett Engineered Solutions. The contact is Paul Hartnett. Within the past three years, there have been three consultants. The names and contacts are SCS Field Services, contact name, Kevin Yard, ATC Group Services, Inc., contact name, Ossanna Carasco, and Raba-Kistner Consultants, contact name, Rick Klar.

Question 6: What have been the approximate total contract values for each year for the past (3) three years, of the three (3) most recent projects related to this RFQ?

Response: The amount budgeted for each contract year for the past three years has been \$350,000.00 per year, which consisted of various projects related to the scope of services of this RFQ.

Question 7: Due the nature of this work, is it possible to provide a list and description, as detailed as possible, of any environmental violations, lawsuits or other actions regarding the facilities in this RFQ or other proposed facilities.

Response: All environmental violations, lawsuits and other public actions, if any, regarding the facilities are public records and information is available from the relevant State or Federal regulatory agencies and courts.

Question 8: On page 5 of this RFQ, the activity for SPCC Plan I states that the consultant shall "Assist with the preparation, inspection and certification of SPCC plans for City facilities in accordance with...". Other than the closed landfills, does the City plan, or anticipate, to utilize the facilities in this RFQ for uses other than landfill facilities? Does the City expect to use the RFQ consultants to do work for hauling truck facilities work as well?

Response: The Aviation Department may elect to utilize the SPCC Plan services at San Antonio International and Stinson Municipal Airports.

The Solid Waste Management Department does not anticipate using any of the other landfills for anything at this time. However, the Bitters Brush Recycling center and HHW are currently being used as other facilities and have SPCC plans in place. The City operates (4) four service centers that house City fleet vehicles. This RFQ is being solicited only for the Scope of Services listed in Section II of this RFQ.

Question 9: Will the City of San Antonio be willing to negotiate any of the terms of the agreement with the successful RFQ contractor(s)? Specifically, the "Indemnification" clause listed on page 43 of the RFQ Attachment G, may be onerous and may make it unreasonably difficult to obtain a binding policy for professional liability insurance for this work.

Response: No, the City of San Antonio shall not negotiate the terms of the Indemnification Requirements.

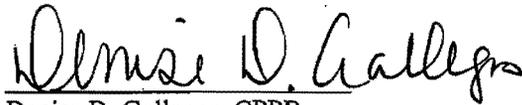
Question 10: Refer to RFQ Addendum I, Response to Question 8; Can we provide a formal Compilation Letter submitted by an independent CPA who is very familiar with our operations. Will this document suffice to demonstrate the accuracy of our financial statements?

Response: No, as indicated in the RFQ Section V - Proposal Requirements – Respondents shall submit copies of Consultant's two (2) most recent annual financial statements, prepared in accordance with Generally Accepted Accounting principles, audited by an independent Certified Public Accountant.

Question 11: Are there any limits on the number of pages the package can be?

Response: No, there is no page limitation for the Respondents proposal response.

****THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE PROPOSAL PACKAGE****



Denise D. Gallegos, CPPB
Purchasing & Contracts Administrator
Purchasing & General Services Department

Date _____

Company Name _____

Address _____

City/State/Zip Code _____

Signature



22622 Sueno
San Antonio, TX 78256

FEE SCHEDULE

STAND-BY PROFESSIONAL SERVICES AGREEMENT FOR LANDFILL COMPLIANCE ENVIRONMENTAL REMEDIATION AND CONSULTING - 2009

Prepared For
City of San Antonio
Solid Waste Services Department

Prepared By
Hartnett Engineered Solutions, Inc.

DESCRIPTION	UNIT RATE
Labor Costs	
Principal	\$ 150 per hour
Senior Engineer/Geologist/Scientist	\$ 120 per hour
Project Engineer/Geologist/Scientist	\$ 90 per hour
Senior Technician	\$ 70 per hour
Technician	\$ 60 per hour
Drafting	\$ 65 per hour
Word Processing	\$ 50 per hour
Reimbursable Costs	
Mileage	\$ 0.80 per mile
Environmental Laboratory	Cost + 15 percent
Sub consultant	Cost + 15 percent
Approved Reimbursable Costs	Cost + 15 percent
Miscellaneous Costs	
Ground Water Sampling Supplies	\$ 30 per well
Normal Geoprobe (see Note 1)	\$ 2100.00 per day
Heavy Geoprobe (see Note 1)	\$ 2500.00 per day
Drill Rig (see Note 1)	\$ 3000.00 per day
Generator (5000 watt)	\$ 100 per day
Generator and HDPE Pipe Welder (up to 2" pipe)	\$ 125 per day
Generator and Leachate Pump	\$ 150 per day
Trailer	\$ 50 per day
PID	\$ 80 per day
Landfill Gas Analyzer	\$ 125 per day
Approved Equipment Rental	Cost + 15 percent

Notes:

1. Drilling rates include drilling equipment, drilling crew, mobilization of the drill rig, and decontamination. Rates do not include well development, well materials, surface completions, grouting, and auger cutting storage or disposal.

RABA-KISTNER CONSULTANTS, INC.

**STANDBY PROFESSIONAL SERVICES AGREEMENT FOR LANDFILL COMPLIANCE,
ENVIRONMENTAL REMEDIATION, AND CONSULTING 2009**

Professional Consulting Services & Direct Expenses

(Raba-Kistner Consultants, Inc.)

1.0 Professional Labor¹	Rate / Unit
Principal	\$238 / hr
Project Manager	\$140 / hr
Environmental Scientist	\$135 / hr
Environmental Engineer	\$178 / hr
Geologist / Environmental Professional	\$125 / hr
Independent Asbestos Consultant	\$150 / hr
Asbestos Project Manager	\$ 92 / hr
Asbestos Inspector	\$ 92 / hr
Field Technician	\$ 73 / hr
CADD/GIS	\$ 73 / hr
Clerical	\$ 62 / hr

2.0 Direct Expenses²

Surveyor-Grade GPS or Optical Survey Equipment	\$150 / day
Photoionization Detector	\$100 / day
Combustible Gas Indicator	\$ 75 / day
Methane Landfill Monitor	\$150 / day
Equipment Truck ³	\$ 85 / day

Analytical Chemistry

(San Antonio Testing Lab, Inc.)

1.0 Chemical Analyses⁴

	Turnaround Time			Unit
	5-7 Day⁵	3 Day	24 Hr.	
BTEX/MTBE by EPA SW846 Method 8021 and 8260	\$48	\$73	\$80	test
VOCs by EPA 5035 / 8260*	\$140	\$210	\$278	test
SVOCs by EPA 8270	\$240	\$365	\$485	test
PAHs by EPA 8270	\$150	\$226	\$302	test
TPH by TCEQ Method TX1005	\$60	\$91	\$120	test
RCRA 8 Heavy Metals (As,Ba,Cd,Cr,Pb,Se,Ag,Hg)	\$140	\$210	\$278	test
TCLP RCRA 8 Metals (As,Ba,Cd,Cr,Pb,Se,Ag,Hg)	\$164	\$245	\$326	test
TCLP/SPLP Testing for Individual Metals Constituents	\$25	\$36	\$65	test

** If closed system purge-trap analysis is requested, extra cost
For encore samplers and sample kits will be added at a rate
Of \$20/sample*

2.0 Asbestos Analyses⁴

	Turnaround Time			Unit
	5 Day	24 Hr.	2 Hr.	
PLM Analysis	\$7	\$11	\$30	test
TEM Analysis	\$40	\$45	\$75	test

Environmental Drilling Services

(Vortex Drilling, Inc.)

1.0 Hollow-Stem Auger Drilling/Install Monitoring Wells⁴

	Rate / Unit
Install Environmental Borings	\$25 / ft
Set 2-inch Well Casing	\$25 / ft
Well Pad Completion	\$195 / each
Mobilization/Demobilization	\$195 / trip
Steam Cleaning / Decontamination	\$195 / day
55-Gallon Drums	\$50 / each
Drum Moving	\$275 / trip
JET VAC (used to clear underground utilities)	\$1,100 / day

2.0 Direct-Push Technology⁴

Daily Probe Rate	\$2,200 / day
½ Day Probe Rate	\$1,210 / day
Mobilization/Demobilization	\$185 / trip

3.0 Plug and Abandon Existing Monitoring Wells⁴

Well Abandonment	\$365 / each
Mobilization/Demobilization	\$195 / trip
Debris Removal/Disposal	\$250 / trip

NOTES

- 1 Quoted rates include contract base year (2-years) with one (1) optional one year term.
- 2 Direct costs are provided for equipment owned and operated by Raba-Kistner Consultants, Inc. not anticipated to be subject to contract markup.
- 3 Cost includes local (i.e., City of San Antonio) trip charges in addition to incidental environmental tools and equipment necessary to perform routine environmental services (e.g., soil/groundwater sampling, equipment decontamination, well gauging, etc.).
- 4 Rates do not include contract markup.
- 5 Rates for analytical chemistry assume a standard 5-7 day turnaround time. Listed rates apply to expedited or rush turnaround time.