CITY OF SAN ANTONIO

TRANSPORTATION & CAPITAL IMPROVEMENTS

REQUEST FOR QUALIFICATIONS:

STORM WATER SYSTEM TELEVISING, MAPPING, AND CONDITION ASSESSMENT (TCI #08242016KY)

Notice Regarding Prohibition on Campaign or Officeholder Contributions for Individuals and Entities Seeking High-Profile Contracts. Under Section 2-309 of the Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded:

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

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

RFQ ISSUE DATE:
August 24, 2016

SUBMITTAL DEADLINE:
September 30, 2016 10:00 A.M.

TABLE OF CONTENTS

Section	Page Number
I. **BACKGROUND**	3
II. **SCOPE OF WORK**	3
III. SCHEDULE OF EVENTS	14
IV. PRE-SUBMITTAL CONFERENCE	14
V. SUBMITTAL DOCUMENT REQUIREMENTS AND EVALUATION CRITERIA	15
VI. SUBMISSION INSTRUCTIONS	21
VII. AMENDMENTS TO RFQ	22
VIII. RESTRICTION ON COMMUNICATIONS	23
IX. AWARD OF CONTRACT AND RESERVATION OF RIGHTS	24

ATTACHMENTS

Form 1 – Respondent Submittal Cover/Signature Sheet	RFQ Attachment 1
Form 2 – Submittal Checklist and Table of Content	RFQ Attachment 2
Form 3 – Discretionary Contracts Disclosure Form and Instructions	RFQ Attachment 3
Form 4 – Litigation Disclosure Form	RFQ Attachment 4
Form 5 – SBEDA: Subcontractor/Supplier Utilization Commitment Form	RFQ Attachment 5
Contract Document Template	Exhibit A
General Conditions	Exhibit B

CITY OF SAN ANTONIO
STORM WATER SYSTEM TELEVISING, MAPPING, AND CONDITION ASSESSMENT

I. BACKGROUND

The City of San Antonio (hereafter referred to as "City"), Transportation & Capital Improvements Department (hereafter referred to as "TCI") seeks Statements of Qualifications (hereafter referred to as "SOQs") from qualified Respondents interested in providing Professional Storm Water Data Collection and Management Services (hereafter referred to as "the Project"), as described in this RFQ. City desires proposals on providing, among other things, an inventory of City-maintained underground storm water drainage and related surface infrastructure, to include: cleaning as needed, to provide for CCTV inspection of all underground structures; condition assessment; population of attribute information; and mapping. This information shall be used to assist City with identifying and prioritizing the maintenance of City's storm water infrastructure.

II. SCOPE OF WORK

In general, the following tasks shall be included in the scope of the work:

A. The selected Respondent shall use Mobile LiDAR to locate and identify the underground storm water and surface drainage structures within a prescribed area (approximately 40 linear miles annually), to include manholes, inlets, pipes (main and laterals) and culverts (boxes and pipes);

B. The selected Respondent shall clean the structures to the degree necessary successfully to perform a complete CCTV inspection or, alternatively, work in coordination with City crews to clean the structures, prior to their inspections;

C. Using industry standard televising equipment, the selected Respondent shall perform a complete CCTV inspection (panoramic CCTV for structures 48" in diameter and smaller and pan and tilt CCTV for structures larger than 48" in diameter) of the structures, populate the acquired data in PipeLogix Software needed to meet Pipe Assessment Certification Program (hereafter referred to as "PACP") condition assessment standards and collect any additional attribute data City requires for asset management, using Cartegraph Operations Management Software;

D. The selected Respondent shall place the collected data into the TCI Department's PipeLogix software;

E. Using PACP certified raters, the selected Respondent shall assess/rate/record the condition of the structures, according to National Association of Sewer Service Companies (hereafter referred to as "NASSCO") standards;

F. The selected Respondent shall export the PipeLogix PACP data and other attribute data collected into TCI's Cartegraph Operations Management System

G. The selected Respondent shall map City's storm water drainage infrastructure, using the interface capabilities within PipeLogix to export into ESRI ArcGIS, using a projection and coordinate system consistent with City's currently supported version of ESRI ArcGIS;

H. The selected Respondent shall furnish all labor, materials, equipment and supervision of staff performing the work;

I. The selected Respondent shall provide an Executive Summary, signed and sealed by a Professional Engineer licensed to practice in the State of Texas, of the data collection effort, as well as summarize results into tables, graphic and descriptive text for use by City.

If City is satisfied with results of work performed, City may extend the awarded contract to the selected Consultant to provide additional services, at the same agreed-upon rates as the initial contract term. City's estimated annual budget for the Project is $1,650,000.00.

TECHNICAL SPECIFICATIONS

A. Project Location

Work is located within the boundaries of the City of San Antonio. For spatial reference of the pilot area, City shall furnish GIS feature classes or shape files of City's boundaries, parcels, streets and any other relevant GIS data.

B. Project Schedule and Delivery Plan

The selected Respondent shall provide City with a Project Schedule for the Project's scope of work and a plan for providing delivery of Project deliverables.

C. Project Performance Time

The selected Respondent agrees to start work on the Project within thirty (30) calendar days after a written Notice to Proceed is issued by City. All work shall be completed and invoiced by September 20, 2017 (the end of City's fiscal year). It is up to the selected Respondent to provide sufficient equipment and workforce to accomplish the workload within the allotted time frame and within the period of time allotted in any City Right-of-Way permit that may be required.

D. Cleaning Equipment

If cleaning is a part of the required scope of work, the selected Respondent shall supply equipment for storm drain cleaning capable of cleaning the structure to the degree needed to perform a complete panoramic CCTV inspection. The selected Respondent shall provide City with the technical specifications of the cleaning equipment to be used and the manner by which the cleaning shall be coordinated with the CCTV inspection.

The selected Respondent shall submit the equipment manufacturer's operation manual and guidelines to City. The equipment manufacturer's operational guidelines shall be strictly followed. All equipment and devices shall be operated by experienced personnel to minimize the likelihood of damage to City's pipe material. For the purposes of this Section, the equipment operator shall have a minimum of three (3) years prior experience operating the same or similar type equipment. City's Project Representative may request project references demonstrating the required experience.

City reserves the right and the selected Respondent acknowledges and accepts City's Project Representative may disallow the use of certain types of equipment under certain conditions, if City's Project Representative believes that the use of such equipment shall damage the pipe segment being cleaned or shall contribute to an adverse environmental condition. This does not relieve the selected Respondent of any of its obligations to avoid damage to existing collection system pipelines and appurtenances.

E. Inspection Equipment

The selected Respondent shall be required to provide City with the technical specifications of the CCTV equipment to be used, to include lighting used to illuminate the structures inspected. The selected Respondent also shall confirm its CCTV inspection equipment is compatible with the TCI Department's PipeLogix software.

Visual information collected by the selected Respondent shall be capable of delivery to City on a computer hard drive, in accordance with these specifications.

F. Distance Measurement

The importance of accurate distance measurements is a point of emphasis under this contract to determine the precise locations of defects, obstructions, laterals, manhole depths, etc. Measurements for location of defects or laterals shall be made by means of distance-measuring devices as approved by City's Project Representative. The accuracy and calibrations of any distance-measuring device may be reviewed and approved by City. Distance measurements shall be made from centerline of manhole/access point to centerline of manhole/access point, or to the blockage, when reverse set-ups are necessary.

Marking on the cable or the like requiring interpolation for depth of manholes shall not be allowed. Survey rods are City's preferred method to measure the depth of manholes and for determining the size of the existing pipe.

G. Permits

The selected Respondent solely shall be responsible for making all necessary arrangements to comply with any regulations, provisions or requirements of any Right-of-Way permits needed for work to be performed within City's Right-of-Way. The selected Respondent shall be responsible for obtaining all necessary Right-of-Way permits from City and from any other governmental entity, to also include railroads. The selected Respondent shall conform to all requirements of City's Tree Preservation Ordinance, including making the proper notifications to City's Arborist and/or obtaining any such required permits, if necessary.

H. Traffic Control

The selected Respondent shall be responsible for traffic control and shall coordinate this activity with City.

I. Existing Utilities

The selected Respondent shall be held responsible for the protection of existing utilities, as well as all damage resulting from its operations. It shall be the selected Respondent's responsibility to determine the location of all existing utilities. The selected Respondent shall pay the cost of temporarily relocating utilities for the convenience of the selected Respondent's work. In areas where existing utilities are within and adjacent to the established limits of work and could be damaged as a result of the selected Respondent's operations, the selected Respondent shall take all necessary precautions to protect such utilities from damage. Further, should damage to other utilities occur, the selected Respondent shall be fully responsible and shall pay for the repair of any such damage without cost to City or the affected utility owner.

Where overhead power lines are in close proximity to the work, the selected Respondent shall comply with the requirements established by Vernon's Texas Civil Statutes Articles 1463c.

J. Communication

The selected Respondent shall have the ability to communicate with City at all times. The Project Superintendent shall have a cellular telephone at which he/she may be reached at any time. In the unforeseen event Respondent's Superintendent is unavailable, the selected Respondent shall provide City with an emergency telephone number by the first working day of the Project, which may be utilized by City on evenings, weekends and holidays. The emergency telephone number must be a commercial

answering service. The answering service must be able to contact the selected Respondent and the selected Respondent must respond back to City immediately after the initial contact.

K. Incident Complaint Log

The selected Respondent shall maintain a log of incidents and customer complaints. Incidents, as used herein, shall mean all events disrupting productivity, damaging infrastructure or causing a negative public perception of City. Examples of incidents include, but are not limited to, the intrusive removal of lodged equipment from the pipe, a sewer spill, a "stop work" order issued by a City Right-of-Way inspector, a citizen complaint, an accident, an injury, etc. The selected Respondent shall relay all incidents and/or customer complaints to City's designated Project Manager and Inspector immediately or as soon as is practicable, upon occurrence. The log shall include the date and time of a call or incident, the nature of a complaint filed and the resolution, if any. The log shall be made available to City upon request.

L. Quality Control and Assurance Plan

The selected Respondent shall prepare and submit a Quality Control Plan (hereafter referred to as "QC Plan") providing information regarding the policies and procedures that the selected Respondent shall follow to ensure:

1. the work is conducted in a timely and professional manner;
2. the results of the selected Respondent's operations shall produce the desired effect; and
3. the data collected shall be of appropriate quality.

Respondent's QC Plan also shall provide information regarding the procedures put in place by the selected Respondent to effectively negate any type of undesirable condition in the collection system typically encountered in a project of this nature and magnitude materially affecting the quality and productivity of the work. Include in Respondent's QC Plan shall be procedures for taking pictures of the above ground pre-existing area of work and documenting the existing conditions, for the purpose of protecting the selected Respondent from any false claims that may arise due to damages to private or public property. The selected Respondent shall submit the QC Plan for approval to City, prior to commencing work. Approval of Respondent's QC Plan does not, in anyway, relieve the selected Respondent of any liability under its contract. Compensation for preparation of the QC Plan is considered subsidiary to the cost of cleaning, inspection, data collection and condition assessment of the storm water structures. Additional compensation from City shall not be allowed.

SELECTED RESPONDENT OPERATIONS REQUIREMENTS

A. Mobilization

Except for mobilization associated with emergency work orders, mobilization on this Project shall be incidental to the work performed and no separate payment shall be made by City for mobilization.

B. Schedule of Operations

Normal working hours are 7:45 a.m. to 4:30 p.m. daily, except for weekends and City holidays. The selected Respondent carefully shall plan, in close coordination with City and prior to beginning any work, fully to develop procedures and standards for the work to be scheduled. Employee safety, workmanship standards, tracking progress, submitting deliverables and maintaining the integrity of City operations with minimal disruption shall be the key areas to be addressed during the scheduling of the work. The selected Respondent shall schedule work to accommodate requirements of City's Right-of-Way department, particularly in regard to work days and working hours near schools, churches, during special events and any other requirement imposed by City. The selected Respondent shall provide, at minimum, 72 hours advanced notice of any scheduled work outside of normal working hours defined herein.

Compensation for preparation and submission of work progress schedules is considered subsidiary to the cost of cleaning, inspection, data collection and condition assessment of the storm water structures. Additional compensation shall not be paid by City for the preparation and submission of work progress schedules.

C. Sequencing of Non-Emergency Work

Sequencing of the work shall be determined by the selected Respondent, unless otherwise required and/or directed by City. Sequencing of the work shall be discussed between City and the selected Respondent for concurrence prior to the commencement of work. Generally, City emergency work orders take precedence. Consequently, the selected Respondent may be required to modify its sequencing of work due to City emergencies.

Compensation for planning and scheduling the sequence of work is considered subsidiary to the cost of cleaning, inspection, data collection and condition assessment of the storm water structures. Additional compensation shall not be paid by City for sequencing of work.

D. Notifications

Except for emergency work, the selected Respondent shall notify City (through its Project Manager and Inspector, at minimum) via e-mail by 7:45 A.M., each Friday of the work locations for the upcoming week. The selected Respondent shall provide, at minimum, 72 hours advanced notice of any scheduled work outside of City's normal working hours.

The selected Respondent shall include a description of equipment to be used in its notification to City. The selected Respondent also shall notify City's Right-of-Way Inspector and/or any other jurisdictions as may be required. Repeated failure to properly notify City and others of work locations may result in stoppage of work and a formal review by City regarding contract compliance, prior to allowing the resumption of work. The selected Respondent acknowledges and agrees the contract completion date shall not be extended due to such work stoppage for City's review.

Compensation for notifications is considered subsidiary to the cost of cleaning, inspection, data collection and condition assessment of the storm water structures. Additional compensation shall not be paid by City for Respondent's daily notifications.

E. Third Party Notifications

The selected Respondent shall notify third parties (such as public and private utilities) of its intent to perform work in an area where such third parties may have rights to underground property or facilities. Further, the selected Respondent shall request maps or other descriptive information, as to the nature and location of such underground facilities or property, and the selected Respondent shall offer assurance of its physical ability to enter and obtain any necessary permits to enter upon any public or private lands to which access is required for performance of the work under the contract.

Notification shall be made to residences and businesses within a 300-foot radius of the selected Respondent's operations. City shall provide the selected Respondent with door hangers for this purpose. All of the following procedures must be followed:

1. The selected Respondent shall notify all residents and businesses no more than seven (7) calendar days in advance of work to be performed in the area and no less than forty eight (48) hours prior to actually beginning the work. The notice provided shall be in English and Spanish. The notice shall inform the residents and businesses of the purpose of the work, what might possibly occur and telephone numbers to call in case of questions or problems. The selected Respondent shall date stamp the notice indicating the day it was distributed.

2. The selected Respondent shall document the distribution of all notices. Documentation, at a minimum, shall include maps showing areas notified, along with the date and name of the person completing the notification. The selected Respondent shall provide this information to City, if requested.

3. If the work is unable to be completed and the selected Respondent has to return to the site after moving away for more than seven (7) calendar days, the area must be re-notified prior to resuming work in that area.

Compensation for third party notifications is considered subsidiary to the cost of cleaning, inspection, data collection and condition assessment of the storm water structures.

Additional compensation shall not be paid by City for Respondent's third-party notifications.

F. Emergency Work

City may issue emergency work orders. Upon verbal issuance of an emergency work order from City, the selected Respondent shall mobilize and commence work at the designated work site within twenty four (24) hours of notification by City, unless specifically instructed by City otherwise. City shall document the verbal issuance of the emergency work order with a written emergency work order to follow.

It is imperative the selected Respondent respond in a timely manner, when verbally notified by City of the emergency work requirement. Failure to be mobilized and working at the emergency job site within twenty four (24) hours of notification shall be the basis for termination.

Mobilization for emergency work orders is a separate bid item in the Compensation Schedule and shall be paid on a "per each emergency work order basis". Work initiated under normal non-emergency conditions shall not be subject to this increase.

G. Abatement and Remediation Plans and Notifications

In the event evidence is discovered of an imminent restriction of flow (such as severely crushed pipe, voids or missing pipe, or if pieces of pipe, fresh soil or backfill are noted in the debris removed from the system) or other situation resulting in an overflow or public hazard, the selected Respondent immediately shall contact City. Work on that pipe may resume at the selected Respondent's risk.

The Edwards Aquifer Recharge Zone (hereafter referred to as "EARZ") includes sensitive geological aquifer recharge features. The selected Respondent shall be mindful of and immediately report to City any geological features, particularly solution cavities, that may be a direct conduit to the aquifer. If anything of this nature is discovered, the selected Respondent immediately shall cease work at that location until City has investigated and re-authorized Respondent's work.

The selected Respondent shall be liable for all costs of damages, direct and indirect, associated with storm sewer overflows caused, directly or indirectly, in whole or in part by its operations.

Compensation for drafting, submitting and executing emergency plans and notifications is considered subsidiary to the cost of cleaning, inspection, data collection and condition assessment of the storm water structures. Additional compensation shall not be paid by City for Respondent's draft, submitting and executing emergency plans.

H. Acquiring Water

As necessary for performance of work under this contract, the selected Respondent solely shall be responsible for obtaining fresh water needed for cleaning.

Compensation for acquiring water and for tracking and reporting water usage is considered subsidiary to the cost of cleaning, inspection, data collection and condition assessment of the storm water structures. Additional compensation shall not be paid by City to Respondent for acquiring water or for tracking and reporting water usage.

I. Pipe Inspection Report and Monthly Reporting

The selected Respondent shall create a digital pipe inspection report for every storm drain pipe inspected, even if a storm drain pipe partially is inspected. All observations shall be indexed to the footage counter, documented and coded using the most recent version of the National Association of Sanitary Sewer Companies (hereafter referred to as "NASSCO") PACP guidelines and shall be recorded on the PACP storm drain report, which shall include the structural pipe rating index, O&M pipe rating index and the overall pipe rating index for each section of pipe observed.

Pipe inspection data shall be recorded with digital and hard copy deliverables. The video deliverable shall be in a format consistent with the requirements of City's PipeLogix software. The selected Respondent shall provide a report interpreting the data recorded including, but not limited to, the pipe segment number, manhole and structure numbers, diameter of the pipe, material from which the structure is made, defects outline, volume and/or level of debris, site location, profile of water and pipe level. This report shall be stored digitally in the system software. All observations shall be interpreted and recorded using the NASSCO PACP standard coding schema. The selected Respondent also shall provide an overall rating for each pipe segment, using the City's overall A to E rating scale.

City shall work with the selected Respondent to identify the NASSCO database structure and schema information into which the condition assessment and attributes for each storm sewer pipe may be exported. The header section of all inspection forms shall be populated with all mandatory and non-mandatory fields, as outlined by NASSCO, except for the year-renewed field and year-constructed field, as the selected Respondent shall not be expected to know this information unless it is provided by City.

The selected Respondent shall submit digital pipe inspection reports, along with associated inspection data (tabular data, still images, video/audio file, etc.), with each invoice submittal, in a format consistent with the existing City closed circuit television inspection systems and data management systems. As a minimum, hard copy pipe inspection reports and the video file shall display manhole numbers, footage, pipe size and pipe material at all times, in addition to the defect information and lateral connection information. All digital video files shall be in a format compatible with City's software systems.

No later than the third (3rd) day of each month, the selected Respondent shall provide City with a spreadsheet detailing each pipe/box collected during the previous month. The spreadsheet shall include:

1) the size (diameter in inches for pipe or the width and height in feet for boxes);
2) the total linear feet of length;
3) the number of linear feet televised
4) the total linear feet cleaned; and
5) the overall totals for 2), 3) and 4)..

Compensation for preparation and management of all pipe inspection reports, videos and databases is considered subsidiary to the cost of cleaning, inspection, data collection and condition assessment of the storm water structures. Additional compensation shall not be paid by City to Respondent for the preparation and management of pipe inspection reports, videos and data bases.

J. Global Positioning System (GPS) Mapping

The selected Respondent shall collect horizontal (x and y) coordinates on all surface-located storm sewer structures and manholes, using global positioning system equipment capable of defining the coordinates of an asset to within "sub-meter" accuracy. Coordinates collected by the selected Respondent shall be identified by the manhole and structure numbers for linking to GIS. All horizontal (x and y) coordinates shall be provided in NAD_1983_StatePlane_Texas_South_Central_FIPS_4204_Feet. The collection of these data points shall be in conformance with established industry practices for quality and accuracy.

Compensation for global positioning system mapping of existing structures and manholes shall be on a "per each" basis for the successful collection of horizontal (x and y) coordinates.

K. Data Management

As part of this contract, the selected Respondent is required to place the collected data into TCI's PipeLogix software. Using Pipe Assessment Certification Program (hereafter referred to as "PACP") certified raters, the selected Respondent shall assess and rate the condition of the structures according to NASSCO standards. The selected Respondent shall be responsible for exporting the PipeLogix PACP data into TCI's Cartegraph Operations Management System and shall map City's storm water drainage infrastructure using the interface capabilities within PipeLogix to export into ESRI ArcGIS, using a projection and coordinate system consistent with GIS data maintained by City.

Input of the data into TCI's rating software (PipeLogix) and Cartegraph Operations Management System shall take place no later than the following working day from the time of any inspection activities. The inspections shall require information on each pipe

segment or manhole. The information required on pipe segments shall include, but not be limited to, coding the amount of debris, roots and grease removed (light, medium or heavy), start and ending dates, the number of cleaning passes performed to clean a segment, if the cleaning was completed (i.e. yes or no), denotation of heavy cleaning, comments and the length of segment cleaned and/or televised. Such information shall be used to track progress and as necessary backup data for invoicing.

The selected Respondent shall maintain a personal geo-database consisting of the attribute information for the pipes and laterals in the scope of this Project. The selected Respondent shall add additional attribute fields to the personal geo-database, for the purpose of tracking work progress and for associating completed work and data to each individual pipe segment. The additional attribute fields shall include, but not be limited to, the following:

- Actual linear footage and date cleaned
- Actual linear footage and date televised
- PACP ratings
- A to E scale of overall rating
- x and y GPS coordinates for upstream and downstream manholes and structures, and dates obtained
- Comments (for example, cite the reason why a pipe was only partially cleaned or inspected, if a map correction was submitted, if access was a problem, if a reverse set up was made, etc.)
- Video file identification number and video clip file name using a standardized naming convention.
- Name of Selected Respondent
- Contract Number

The selected Respondent shall provide all inspection data (tabular data, still images, video, NASSCO coded segments, etc. regardless of the source) in a digital format and compatible with existing City closed circuit television inspection systems and data management systems. The selected Respondent shall export the data out of its system and into City's system by providing City with a NASSCO PACP export database in a MS Access Database format compatible with City's version of MS Access, along with all associated videos, pictures, etc. The selected Respondent shall load the master file, containing all the data from the entire project, on a hard drive in the proper format, and submit it to City. The selected Respondent shall be responsible for exporting the data into City's enterprise data system. The selected Respondent further shall be responsible for any errors in the data which must be corrected by the selected Respondent.

The documentation of City's storm water infrastructure shall be kept and maintained digitally by the selected Respondent for, at minimum, a period of two (2) years after final payment is made for the work performed. The inspection reports shall be made available to City's Project Manager or Inspector upon request.

Compensation for data management is considered subsidiary to the cost of cleaning, inspection, data collection and condition assessment of the storm water structures. Additional compensation shall not be paid by City to Respondent for data management.

III. SCHEDULE OF EVENTS

The following tentative schedule has been prepared for this Project.

Pre-Submittal Conference:	**August 30, 2016**
Deadline for Submission of Written Questions:	**September 7, 2016**
Responses Due:	**September 29, 2016**
Interviews, if necessary	**October, 2016**
Anticipated City Council Consideration	**November, 2016**

IV. PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference is scheduled to be held **Tuesday August 30, at 9:30 A.M.** at the **Municipal Plaza Building, 1st Floor, 9th Floor Conference Room, located at 114 W. Commerce St., San Antonio, Texas 78205**. Attendance at the Pre-Submittal Conference is optional but strongly encouraged. Respondent is encouraged to prepare and submit its questions in writing three (3) calendar days in advance of the Pre-Submittal Conference, in order to expedite the proceedings.

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

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

Any oral responses provided by City staff at the Pre-Submittal Conference shall be preliminary. A written summary of the Pre-Submittal Conference shall contain official responses and shall be posted on City's website at http://epay.sanantonio.gov/RFPListings/. Any oral response given at the Pre-Submittal Conference not confirmed in the written summary of the Pre-Submittal Conference or by a subsequent addendum shall not be official or binding on City. Only written

responses shall be official and all other forms of communication with any officer, employee or agent of City shall not be binding on City.

V. SUBMITTAL DOCUMENT REQUIREMENTS AND EVALUATION CRITERIA

City shall conduct a comprehensive, fair and impartial evaluation of all submittals received in response to this RFQ. City may appoint a selection committee to perform the evaluation. Each submittal will be analyzed to determine overall responsiveness and qualifications under the RFQ. The selection committee may select all, some or none of the submitting Respondents. If City elects to conduct interviews, Respondent may be interviewed and re-scored based upon these same criteria, or other criteria to be determined by the selection committee.

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

A. **EXECUTIVE SUMMARY** – Respondent shall include a one (1) page Executive Summary at the beginning of its SOQ. Respondent's Executive Summary shall state the number of years Respondent has been in business, Respondent's number of years in business in its local office, Respondent's local office address and the number of employees employed in Respondent's local office.

B. **SUBMITTAL COVER/SIGNATURE PAGE (Form #1) (Indexed and labeled as "Tab 1")** – Respondent shall include the completed Submittal Cover/Signature Sheet with its submittal**.** The Submittal Cover/Signature Sheet shall be signed by a person (or persons) authorized to bind Respondent and the entity/entities submitting the response. Submittals signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority. Joint ventures submittals require signatures from **all** firms participating in the joint venture. Submitting joint ventures are required to provide legal proof of the joint venture, such as a joint venture agreement, as an attachment to Respondent's submittal.

C. **SUBMITTAL CHECKLIST AND TABLE OF CONTENTS (Form #2) (Indexed and labeled as "Tab 2")** – Respondent shall complete this form, which shall be used as the Table of Contents and as a checklist for Respondent's submittal.

D. **DISCRETIONARY CONTRACTS DISCLOSURE FORM (Form #3) (Indexed and labeled as "Tab 3")** – Respondent shall complete the form online at: https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf , print a copy of the completed form and submit the form in Respondent's **ORIGINAL SUBMITTAL ONLY**. If Respondent is proposing as a team or joint venture, each party to that team or joint

venture shall complete and submit a separate **Discretionary Contracts Disclosure Form** with Respondent's submittal.

E. **LITIGATION DISCLOSURE FORM (Form #4) (Indexed and labeled as "Tab 4")** – Respondent shall complete a Litigation Disclosure form, utilizing additional pages for explanation, if necessary, and submit the completed form in Respondent's submittal. If Respondent is proposing as a team or joint venture, each party to that team or joint venture shall completed and submit a separate **Litigation Disclosure Form** with Respondent's submittal.

F. **SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY FORM (Form #5)** (**Indexed and labeled as "Tab 5")** – No evaluation criteria points will be awarded to non-ESBE or non-M/WBE Prime CONTRACTORs through subcontracting to certified ESBE or M/WBE firms.

G. **CONTRACT TEMPLATE AND GENERAL CONDITIONS REVIEW (Indexed and labeled as "Tab 6")** – Respondent shall review the Contract Template and its General Conditions, provided hereto and made a part hereof and labeled as **RFQ Exhibit A and B,** and provide written comments and/or concerns regarding the Contract and General Conditions. If Respondent does not have any comments and/or concerns, Respondent shall indicate this in this **Tab 6**. If no objections are submitted by the Respondent, City and Respondent agree Respondent shall sign the Contract as presented, if a contract is awarded.

H. **PROOF OF INSURABILITY (Indexed and labeled as "Tab 7")** – Respondent shall submit a copy of its current insurance certificate.

I. **LETTERS OF REFERENCE (required) (Indexed and labeled as "Tab 8")** – Respondent shall provide a maximum of five (5) letters of reference.

J. **CERTIFICATE OF INTERESTED PARTIES TEC FORM 1295** (Indexed and labeled as "Tab 9") – Effective January 1, 2016, the City of San Antonio is required to comply with Texas Government Code, Chapter 2252, Subchapter Z, Section 2252.908 (hereafter referred to as "the Code"). The Code states the City shall not enter into a contract with a business entity unless and until the business entity has submitted a Certificate of Interested Parties (hereafter referred to as "Form 1295") to the City for filing with the Texas Ethics Commission (hereafter referred to as "TEC"). The Form 1295 requirement imposed upon the City applies to ALL contracts:

- having a value greater than $50,000;
- requiring San Antonio City Council approval; and/or

- renewals, extensions or amendments that must be approved by the San Antonio City Council.

TEC has made available on its website the new filing application that must be used by Respondent to file its Form 1295 with the City. Respondent shall use TEC's application to enter the required information on Form 1295 and print a copy of the form containing a unique certification number for that response.

An authorized agent of Respondent then must sign the printed copy of the form and have the Form 1295 notarized. The notarized completed Form 1295 containing the unique certification number then must be submitted with Respondent's submittal to the City, pursuant to this solicitation, to ensure the City and Respondent meet the Code requirements.

Form 1295 must be completed on-line by the business entity. It is accessible at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

As a result of this new requirement imposed upon the City by the Code, the City is requiring **all** Respondents submitting on **each** project to complete Form 1295, print a copy showing the unique Certification Number and Date Filed in the Certification of Filing box at the upper right corner of Form 1295 for that submittal, sign it, have it notarized and submit it with its submitted proposal.

The City shall review Form 1295 as part of the Minimum Requirements Review performed upon all proposals received. Deficiencies in or missing Form 1295 shall not be a disqualifying error. Instead, the City shall notify a Respondent of any requirements to cure the deficiency and/or to submit/re-submit Form 1295 within two (2) days of notice to remain eligible to be considered for a contract award. The City shall include the selected Respondent's Form 1295 in its package prepared for the San Antonio City Council's consideration for contract award.

K.

L. **STATEMENT OF QUALIFICATIONS** – Respondent shall provide a narrative document, as outline in this **Statement of Qualification** below, addressing all evaluation criteria in **Section II. Scope of Services** of this RFQ. Sufficient information regarding Respondent's past projects and key personnel's experience shall be provided in Respondent's submittal to indicate its team has met or exceeded the minimum qualifications provided in **Section II** of this RFQ in submittal.

A. Experience and Qualifications of Prime Firm and Key Sub-Consultants (35 Points)

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

1. Experience (Indexed and Labeled as "Tab 10") – City shall consider the relevance of past experience for all parties proposed as a part of Respondent's team. Respondent shall provide a narrative, in four (4) pages or less, describing the team's qualifications, as they relate to the Project's scope in this RFQ. Respondent's submittal shall include how the proposed team has worked together on past similar projects and shall include the number of years working as a team. For any Sub-Consultants listed as part of Respondent's team, Respondent shall include information on how those named Sub-Consultants shall function within the team's organization. In addition, Respondent shall provide a narrative description

of the proposed roles of Respondent and each Sub-Consultant, to include assignments, roles and responsibilities, lines of authority and communication among all team members.

<u>2. Project Sheets</u> (Indexed and Labeled as "Tab 11") – Respondent's submittal shall include, at minimum, three (3) project sheets, limited to one (1) page for each project included, describing similar projects Respondent has completed within the last five (5) years. Each project sheet shall include, at minimum, the following:

1. Name and Description of the project, including similarity to the scope of work in this RFQ;
2. Year of project;
3. Respondent's role in the project;
4. Project Designer;
5. Project Manager;
6. Project's original and final construction contract amounts (explain inconsistencies);
7. Project's proposed completion date and actual completion date achieved (explain inconsistencies);
8. Project owner's name and the name of the representative (if different) who served as the day-to-day liaison for the project in the following format:
    a. Name of Owner: _____
    b. Name of Owner's representative: _____
    c. Representative's Phone Number: _____
    d. Representative's E-mail_____
    e. The name of the Prime Firm and key Sub-Consultants and Subcontractors, including S/M/WBE status.

<u>3.</u> <u>Proposed Key Personnel/Organizational Chart</u> (Indexed and Labeled as "Tab 12") – Respondent shall provide a detailed organizational chart of its firm, identifying key personnel committed to working on the various tasks of this contract. Respondent's proposed key personnel shall include a Licensed Engineer with demonstrated experience in San Antonio or the South Texas Region with the activities normally associated with the scope of work listed.

<u>Label assignments as:</u>

- Project Manager
- Storm Water Infrastructure design and/or operation
- Coordination with regulatory agencies
- Coordination with utility companies
- Quality assurance
- Storm Water Asset Management Software's
- Infrastructure data integration and migration

4. <u>Resumes</u> (Indexed and Labeled as "Tab 13") – Respondent shall submit one-page resumes for all its key team members. Resumes should link to project sheets and also may include additional previously-completed relevant projects not highlighted in the project sheets.

Resumes also shall include:

- The license type (if applicable) and number of years licensed,
- Number of years employed with the Firm
- Number of years' experience in proposed role corresponding to the assignments included in the organizational chart
- City of residence

B. Team's Experience with Texas Regional Issues and Past Experience with City of San Antonio Contracts on Similar Projects (20 points)

City is interested in evaluating Respondent's and key Sub-Consultants' experience with San Antonio issues, as may be evidenced by work in San Antonio and the surrounding area, during the past five (5) years. In narrative form, using a maximum of two (2) pages, briefly describe Respondent's and its team's experience in the following areas, referencing projects relating to that experience. (Note: you may reference projects included in the project sheets under **Criteria A** above or include other projects, but no additional project sheets shall be provided for this criteria.) This information shall be indexed and labeled as **"Tab 14":**

- Local area storm sewer data collection and practices;
- Local environmental community, conditions and constraints;
- Involvement in project development, as it relates to condition assessment and infrastructure management practices in the local area;
- Respondent's experience with public organization within the San Antonio and/or surrounding area; and

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

- Timely completion of City projects;
- Cooperative working relationship with City;
- Prompt payment of Subcontractors at all levels;
- Compliance with other City contract terms;

- Compliance with City Ordinances on substitution/addition/deletion of Subcontractors;
- Provision of contracting opportunities for S/M/WBEs;
- Compliance with City standards;
- Conformance to City budget requirements.

C. Understanding of the Project and Proposed Management Plan (25 total points)

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

<u>Project Understanding</u> – (indexed and labeled as "Tab 15")

Respondent shall limit its response to the following requested items to three (3) pages:

- Respondent shall describe its understanding of the primary objectives of the Project;
- Respondent shall describe the constraints and technical challenges related to the scope of the this RFQ Respondent foresees and its approach to addressing each; Respondent shall describe its approach to obtaining input from stakeholders, assessing biases and gaining consensus and support.

D. SBEDA (20 points total)

ESBE Prime Contract Program – 10 pts.

Certified ESBE (see *Emerging Small Business Enterprise* definition) firms headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime CONTRACTORs proposing at least 51% ESBE participation (Prime and/or Subcontractor) will receive ten (10) evaluation criteria points**,**

M/WBE Prime Contract Program –10 pts.

Certified M/WBE firms (see *Minority/Women Business Enterprise* definition) headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime CONTRACTORs proposing at least 51% M/WBE participation (Prime and/or Subcontractor) will receive ten (10) evaluation criteria points.

Evaluation Criteria:	Maximum Points
A. Experience, Background, and Qualifications of Prime Firm, Key Personnel and Key Sub consultants including Co-Respondent, Joint Venture Party or Partner	**35 points**
B. Proposed Management Plan	**25 points**
C. Team's Experience with San Antonio Region Issues & past experience with City of San Antonio contracts	**20 points**
D. SBEDA (Small Business Economic Development Advocacy)	**20 points**
TOTAL	**100 points**

VI. SUBMISSION INSTRUCTIONS

When submitting a Statement of Qualifications in person, visitors to City Hall shall allow time for security measures. Visitors to City Hall will be required to enter through the east side of the building. The public then shall pass through a metal detector and x-ray machine located in the lobby. All packages, purses and carried items will be scanned during regular business hours of 7:45 a.m. to 4:30 p.m. After the public proceeds through the metal detector, they will sign in and receive a visitor's badge. For those that might require the use of a ramp, entry is available on the south side of the building (Dolorosa side). Security will meet the visitor in the basement with a hand scanner.

Respondent shall submit a total of **six (6)** Qualification Statements, which shall include one (**1**) original unbound Qualification Statement (to include Respondent's DISCRETIONARY CONTRACTS DISCLOSURE FORM - Form #3 - under Tab 3), signed in ink, and **five (5)** reprinted copies of its submittal, as well as one (**1**) copy of the entire submittal in an Adobe PDF format on a compact disk (CD) in a sealed package, clearly marked on the front of the package "**RFQ: STORMWATER SYSTEM TELEVISING, MAPPING AND CONDITION ASSESSMENT.**

All submittals shall be received in the Office of the City Clerk **NO LATER THAN 10:00 AM,** at the address indicated below. Any submittal received after this time shall not be considered.

Physical Address:
Office of the City, Attn: Transportation and Capital Improvements
100 Military Plaza
City Hall, 2nd Floor,

San Antonio, Texas 78205

Submittals sent by facsimile or email will not be accepted.

A response to this solicitation shall be complete and well organized. Adherence to the maximum page criterion is critical; each page side (maximum 8 1/2" x 11") with criteria information will be counted. Respondent shall adhere to the page limitations for each section, as stated herein. Pages which have project photos, charts and graphs will be counted towards the maximum number of pages. Front and back covers, Table of Contents pages and tabbed divider pages will not be counted if they do not contain submittal information. The use of recycled paper is encouraged. Three-ring binders are **NOT** permitted. With regards to other types of binding, plastic (not metal) spiral or "comb" binding is highly recommended. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper or other materials beyond which is sufficient to present a complete and effective submission are not required. All pages shall be numbered. Margins shall be no less than 1" around the perimeter of each page. Electronic files, websites or URLs shall not be included as part of the proposal, other than the CD specified above. Each submittal shall include the sections and attachments in the sequence listed in the RFQ Section V, Submittal Document Requirements & Evaluation Criteria, and each section shall be divided by tabs and indexed as indicated in this RFQ. Failure to meet the above conditions may result in disqualification of the proposal.

To correctly submit a response to this RFQ, Respondent shall 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) submitting the response. 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. The true and correct name shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the signature page of the Proposal.

VII. AMENDMENTS TO RFQ

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

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

VIII. RESTRICTION ON COMMUNICATIONS

Upon release of this RFQ, Respondent is prohibited from communicating with City staff regarding the RFQ or its submittal, with the following exceptions:

Respondent is prohibited from communicating with elected City officials and their staffs regarding the RFQ or Respondent's submittal from the time the RFQ is released until the contract is posted as a City Council agenda item. Respondent is prohibited from communicating with City employees from the time the RFQ is released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact resulting in the direct or indirect discussion of this RFQ and/or submittal submitted by Respondents. Violation of this provision by Respondent and/or its agent(s) may lead to disqualification of Respondent's submittal from consideration. Exceptions to the restrictions on communication with City employees include:

1. Respondent may ask questions concerning this RFQ at the Pre-Submittal Conference.
2. Respondent may submit written questions concerning this RFQ to the TCI Staff Contact Person listed in the address below until **September 7, 2016_.** Questions received after the stated deadline will not be answered. It is suggested all questions be sent by electronic mail or by fax to:
3.

   Kelcey Young, TCI Contract Manager,
   207-1393 (via fax) or
   kelcey.young@sanantonio.gov

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

   Kelcey Young, Contract Manager
   City of San Antonio, Transportation and Capital Improvements
   Contract Services Division
   114 W. Commerce Street, Room 912
   San Antonio, TX 78205

4. Respondents and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program

policy and/or completion of the required SBEDA forms. The point of contact, David Rodriguez, may be reached by telephone at (210) 207-0071 or by e-mail at David.Rodriguez3@sanantonio.gov. *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

5. Respondent shall provide responses to any questions asked of it by the Staff Contact Person and/or his/her designee about City's SBEDA Program, both before and after responses are received and opened. During interviews, if any, verbal questions addressed to Respondent and its explanations shall be permitted. If interviews are conducted, Respondents shall not bring lobbyists. City reserves the right to exclude any persons from any selection committee meetings it deems in City's best interests.

IX. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

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

A. A Contract, if awarded, will be awarded to the selected Respondent(s) whose submittal(s) is/are deemed most advantageous to City, as determined by the selection committee and upon approval by City Council.

B. City may accept any submittal in whole or in part. If subsequent negotiations are conducted, those negotiations shall not constitute a rejection or alternate RFQ on the part of City. However, final selection of a Respondent is subject to City Council approval.

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

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

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

F. City administers its design and construction management through an internet-based project management system. All vendors will be required to use City's internet-based system and submit Project schedules.

G. **Conflicts of Interest**: Respondent acknowledges it is informed the Charter of City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency, such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten percent or more of the voting stock or shares of the business entity, or ten percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a Subcontractor on a City contract, a partner or a parent or subsidiary business entity.

H. Respondent is required to warrant and certify it, its officers, employees and agents neither are officials nor employees of City, as defined in Section 2-42 of City's Ethics Code. (Discretionary Contracts Disclosure) – Instructions and web-link to electronic form are included in Form 3 of RFQ.

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

J. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons or their agents, who seek to contract for the sale or purchase of property, goods or services with City, shall file a completed conflict of interest questionnaire with City Clerk not later than the seventh (7th) business day after the date the person:

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

(2) submits to City an application, response to a request for proposals or bids, correspondence or another writing related to a potential agreement with City. The conflict of interest questionnaire form is available from the Texas Ethics Commission by accessing either of the following web addresses:

http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm
or
http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf

Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of San Antonio City Clerk. If mailing a completed conflict of interest questionnaire, mail to:

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

If delivering a completed conflict of interest questionnaire, deliver to:

Office of City Clerk
City Hall, 1st floor
100 Military Plaza
San Antonio, TX 78205

Respondent should consult its own legal advisor with questions regarding the statute or form.

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

L. Any cost or expense incurred by Respondent associated with the preparation of its submittal, attendance at the Pre-Submittal Conference, if any, or incurred during any phase of the selection process shall be borne solely by Respondent.

M. **Solicitation Process Review:** If Respondent desires a review of the solicitation process, Respondent shall deliver a written request to the Director of TCI within seven (7) calendar days from the date the notice of non-selection was sent. When the TCI Director receives a timely written request, the TCI Director or his/her designee shall review Respondent's concerns and the solicitation process utilized for legitimacy and procedural correctness. After performing a full review, the TCI Director will notify Respondent in writing of his/her determination of the solicitation process utilized.

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

(a) they are not the selected respondent for the project; and

(b) they have not been debriefed since January 1, 2016.

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

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

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

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